

Subcontractor Agreement

THIS AGREEMENT is made and entered into as of this 1st day of January 2024 by and between:

Thinkmax Consulting Inc., a corporation under the laws of Quebec, with offices at:
1111 Dr.-Frederik-Philips blvd., Suite 500, Montreal, Quebec, H4M 2X6 ("Thinkmax").
and **Me.cie Inc. (Eric Lampron)**, ("Contractor"), a corporation under the laws of Quebec, with
offices at: 670 rue Gouin, Beloeil, J3G 3Z1, Canada

RECITALS:

- A. Thinkmax wishes to retain the Contractor to provide services to Thinkmax and to Thinkmax's clients.
- B. The Contractor wishes to provide services to Thinkmax and Thinkmax's clients.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement the parties hereto agree as follows:

1. SERVICES OF THE CONTRACTOR

In 2024, Eric Lampron will transition from managing the IT Department to a specialized role focusing on Cybersecurity and Infrastructure changes within the IT department. This role will encompass the development and implementation of security protocols to safeguard company data, managing risk assessments, and overseeing the upgrade and changes of IT infrastructure. Eric will collaborate closely with IT personnel and external partners to ensure the integrity, confidentiality, and availability of information, while also spearheading initiatives to enhance the company's technological resilience and adaptability to new challenges.

- (a) This agreement will begin on January 1, 2024, and will end on December 31, 2024, with possible extension to be agreed by both parties, which if executed, shall be covered under a separate agreement. This agreement will continue to be in force from a week to week basis until such time as an extension is undertaken, or written notice of termination of services is provided in accordance with terms noted below.
- (b) Should the Contractor be assigned to work with Thinkmax's clients, the Contractor understands that Thinkmax has a direct contractual relationship with its clients, and in this regard agrees to subcontract through Thinkmax for services to be provided to its clients and to receive payment directly from Thinkmax regarding these services.
- (c) Thinkmax shall pay the Contractor for the services of the Contractor within 15 days of receiving the invoice.

2. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor agrees to comply and be bound by the terms and conditions of this Agreement.
- (b) In carrying out the services, the Contractor shall comply with all reasonable requests which the Contractor may receive from time to time from Thinkmax.
- (c) The Contractor agrees to maintain records, as required and specified by Thinkmax, and to provide reports to Thinkmax concerning the services provided; and the Contractor further agrees that all such records and reports shall be and remain the property Thinkmax.

- (d) The Contractor shall not sub-contract the execution of any of the services to any other person, firm, partnership, corporation or other entity without the consent of Thinkmax.
- (e) In the event that the Contractor cannot perform any of the services required by Thinkmax for any reason whatsoever, Thinkmax shall be entitled to retain another person, firm, partnership, corporation or other entity, to perform the services.
- (f) To the extent that the Contractor performs services for clients of Thinkmax, only Thinkmax shall have the right to bill the clients for the services provided by the Contractor and the Contractor will not have any claim to the fees charged and collected by Thinkmax.
- (g) The Contractor shall comply with the policies of Thinkmax that are communicated either orally or in writing for the Contractor.

3. RELATIONSHIP OF THE PARTIES

- (a) The parties shall act as independent contractors in the performances of this Agreement and nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employer/employee relationship between Thinkmax and the Contractor.
- (b) Nothing in this Agreement shall be construed to grant Thinkmax or the Contractor the right to make commitments of any kind for or on behalf of the other party, without the prior consent of the other party.
- (c) The Contractor is responsible for the payment and/or withholding of all contributions, taxes and other assessments, including but not limited to Canada Pension Plan contributions, Unemployment Insurance contributions, federal and provincial income taxes and workers' compensation contributions relating to the Contractors and its employees and agents, if any.
- (d) The Contractor and any employees or agents of the Contractor shall not at any time be considered an employee of Thinkmax. The Contractor, by signing this Agreement certifies its status as an independent contractor and certifies that [he/she/it] is not an employee of Thinkmax within the meaning or the application of any federal or provincial laws.

4. LIABILITIES, INSURANCE AND INDEMNIFICATION

- (a) Either party is not liable for loss or damage to any property of the other party or any of its employees and agents, or for the injury of any of its employees or agents, except to the extent caused by willful misconduct or negligence of the party and its staff.
- (b) Either party shall indemnify and hold harmless the other party and its partners, employees and affiliates from all costs, losses, damages, claims, demands, suits, actions and other liabilities based upon, occasioned by or attributable to the willful misconduct or negligence of the party and any of its employees or agents.

5. TERM AND TERMINATION

- (a) This Agreement shall commence on the date this Agreement is executed by the parties and shall expire when the Contractor completes the services described above in Section 1.
- (b) The Contractor may terminate this Agreement for any reason on thirty (30) days written notice to the other party.
- (c) Thinkmax may terminate this Agreement for any reason on thirty (30) days written notice to the other party.

- (d) Thinkmax may terminate this Agreement immediately without notice in the event of breach of this Agreement by the Contractor.
- (e) The Contractor may terminate this Agreement immediately without notice in the event of breach of this Agreement by Thinkmax.
- (f) On termination of this Agreement for any reason, the Contractor shall return to Thinkmax any property, in hardcopy, including Confidential Information (as defined below), electronic or other format, that belongs to Thinkmax.

6. REMUNERATION

- (a) During the term of this Agreement, Thinkmax will pay the Contractor as follows:
 - i For services focused on Cybersecurity and Infrastructure changes, the Contractor will be compensated at a rate of \$100 CAD per hour for tasks authorized by Thinkmax and performed in accordance with this agreement. Taxes are not included. This work is anticipated to require an average of 30 hours per week for a total of 1440 hours for the year.
 - ii Billable client-facing work related to Analysis, Design, System Infrastructure, or AI projects authorized by Thinkmax will be compensated at the rate of \$150 CAD per hour. Taxes are not included.
 - iii Thinkmax will provide an initial deposit of \$50,000 CAD to the Contractor at the start of the term. The Contractor will apply the deposit to the invoices until the deposit is depleted.
- (b) Thinkmax shall reimburse the Contractor for travel expenses, in accordance with Thinkmax's expense policy. Travel time will be compensable when it involves work outside the Greater Montreal Area.

7. CONFIDENTIAL INFORMATION

- (a) The Contractor acknowledges that the Contractor will acquire information about the business affairs, clients, intellectual property and other matters that are confidential to Thinkmax and which information is the exclusive property of Thinkmax (the "Confidential Information").
- (b) The Contractor acknowledges the Confidential Information could be used to the detriment of Thinkmax. Accordingly, the Contractor undertakes to treat confidentially all information and agrees not to disclose such information to any third party either during the term of this Agreement, except as may be necessary in the proper discharge of his or her duties and responsibility under this Agreement, or after the date of termination of this Agreement, however caused, except with proper written permission of Thinkmax. If applicable, Contractor agrees that any of its employees and agents are in receipt of Confidential Information, the Contractor shall be responsible for ensuring such employees and agents comply with this section.
- (c) The Contractor acknowledges that, without prejudice to any and all rights of Thinkmax, an injunction is the only effective remedy to protect Thinkmax's rights and proprietary interest in the Confidential Information.
- (d) Each party is responsible to implement adequate security measures to protect sensitive and confidential information with regards with this contractual agreement.
- (e) Confidential Information does not include any information that is publicly available, developed independently by the Contractor without any reference to the Confidential Information, and that

is disclosed to the Contractor by a third party without breaching any obligation of confidentiality to Thinkmax.

8. INTELLECTUAL PROPERTY

The Contractor agrees that all work products developed by the Contractor under this Agreement, including but not limited to documents, reports, templates, software, programs, know-how, strategies, technology, ideas, methods and formulas (collectively "Work Product"), shall be considered "work made for hire" and that either Thinkmax or Thinkmax's clients shall be considered the persons for whom the Work Product was made. The Contractor agrees, as necessary, to assign all right, title and interest, including copyrights, trademarks, and other intellectual property rights in the Work Product, to Thinkmax.

9. NON-SOLICITATION

- (a) The Contractor agrees that during the term of this Agreement and for twelve (12) months following its termination for whatever reason, the Contractor will not, either alone or in partnership, in conjunction with, or as an employee, contractor or consultant of any other individual, person, firm, corporation, association or other entity, directly or indirectly:
 - i solicit or attempt to solicit an engagement to perform any service for any client of Thinkmax with which the Contractor had dealings on behalf of Thinkmax, and
 - ii perform services for any client of Thinkmax with which the Contractor had dealings on behalf of Thinkmax.
- (b) The Contractor will not directly or indirectly, solicit or attempt to solicit or hire or otherwise retain, any employee of Thinkmax to leave Thinkmax in order to join the Contractor or any other firm or entity with which the Contractor is affiliated, employed or related.

10. ASSIGNMENT

Neither the Contractor nor Thinkmax may assign the whole or any part of this Agreement without the prior written consent of the other party.

11. SEVERABILITY

In the event that any provision or party of this Agreement shall be deemed to be void or invalid by a court of competent jurisdiction, the remaining provisions, or part of it, shall be and remain in full force and effect.

12. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the Canadian laws that are applicable. The Parties agree, for any claim, lawsuit for any reason whatsoever in connection with this contract, to choose the judicial district of Montreal Province of Quebec, Canada, as the appropriate place to hear such claims or lawsuits, to the exclusion of any other judicial district that may have jurisdiction over such dispute in accordance with the law.

13. MODIFICATION OF AGREEMENT

Any modification of this Agreement must be in writing and signed by the Contractor and Thinkmax or it shall have no effect and shall be void.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any and all previous agreement, written or oral, expressed or implied, between the parties are terminated and cancelled and each of the parties

releases and forever discharges the other of and from all manner of actions, causes of actions, claims or demands whatsoever under or in respect of any agreement.

15. NOTICES


- (a) Any notice required or permitted to be given to the Contractor shall be sufficiently given if delivered to the Contractor personally or mailed by registered mail to the Contractor's address.
- (b) Any notice required or permitted to be given to Thinkmax shall be sufficiently given if delivered to the president of Thinkmax or if mailed by registered mail to Thinkmax's head office at its address last known to the Contractor.

16. LANGUAGES

The parties acknowledge that they require that this Agreement be drafted in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.

THINKMAX CONSULTING INC.

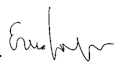
ME.Cie Inc.

By:  _____

Name : Marc Belliveau

Title : President

Date : 20/02/2024

By:  _____

Name : Eric Lampron

Title : President

Date : 19/02/2024