

INDEPENDENT CONTRACTOR AGREEMENT

(hereinafter called the "Agreement")

BETWEEN:

KNEW SALES GROUP INC.

(hereinafter called the "Company")

- and -

Hardik Sachdeva

(hereinafter called the "Contractor")

Whereas the Company wishes to retain the services of the Contractor commencing on $\frac{10}{26}$ on the following terms and conditions:

1. Services

- a. The Company is retaining the Contractor to provide Outside Sales services (the "Services") on an ad hoc basis.
- b. The Contractor is not required to provide the Services and shall have complete control over how and when to provide the Services.
- c. Subject to terms of this Agreement, the Contractor may provide services to other persons or companies.
- d. It is understood the Contractor may sub-contract or hire helpers to perform the Services with the written consent of the Company.

2. Fees

- a. The Company will pay the Contractor at the rate of\$14.50per hour for the Services.
- b. The Company will also pay the Contractor commission based on new customer services obtained by the contractor. The commission rates per new customer service are as follows:

Service	Rate
LD	\$3.50
DSL	\$10
DHP	\$5
HP	\$5
Bundle	\$20

c. The Company will also pay the Contractor the commission rates per service obtained outlined in "Fees b." if the contractor obtains a new core service addition for an existing Primus Costco customer, however, LD add-on plans added to



existing Primus Costco customers do not qualify for commission. For example, an existing Primus Costco customer currently has digital home phone service with Primus. The contractor sells the existing customer a DSL plan, and bundles the services, including an add-on LD plan. The contractor is eligible for commission on the new core DSL service only. They will not earn commission on the add-on LD plan. In this scenario the contractor will earn \$10 in commission for the DSL plan.

- d. The contractor is not eligible for commission for Existing, non-Costco Primus customers migrating to Primus Costco plans.
- e. The contractor will be eligible for \$2.00 in commission for selling a speed upgrade to Primus Costco Customers who have existing Primus Costco DSL or internet service.
- f. All Commission amounts outlined in this section, "section 2 Fees" will be reversed for services that do not activate or speed upgrade, and for orders that do not stay activated for 90 days from activation date.

3. Hours

- a. The Contractor will have control over what hours it provides the Services.
- b. The Contractor is not guaranteed a minimum number of hours / days of Services per day, week, month or year.
- c. The Contractor will invoice the Company on a bi-weekly basis for the Services performed. The invoices are to be substantiated by timesheets which accompany each invoice.
- d. The Company will pay the Contractor within 30 days of receiving an invoice from the Contractor.
- e. The Contractor is responsible for determining and charging applicable taxes for the Services and providing the Company with any applicable HST or GST registration number.

4. Equipment

a. The Contractor is responsible for providing all tools and equipment that are required to perform the Services at its own expense.

5. Independent Contractor Relationship

- a. The Contractor and the Company both agree that the Contractor is providing the Services as an independent contractor and not an employee or dependant contractor.
- b. This Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture.
- c. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the Company to its employees.



- d. In accordance with this independent contractor relationship, the Company will not withhold taxes or other amounts that would normally be withheld from payments to an employee. The Contractor agrees that he/she will fully defend, indemnify and hold harmless the Company with respect to any premiums, charges, taxes or penalties, costs, expenses, losses, liabilities, damages, claims, actions or proceedings (including reasonable legal and court fees and costs) suffered or incurred by the Company, directly or indirectly, in connection with any matters whatsoever that are or may be advanced, initiated, commenced and/or asserted by Canada Revenue Agency, the Ministry of Labour, or any other federal, provincial or local regulatory or governmental body under any applicable legislation (or their successors), with regard to any claims that may be made regarding a failure to withhold or submit amounts for income or other taxes, employment insurance, or any other amount, fine, penalty, insurance or otherwise.
- e. Both parties also agree that the Contractor is not an agent of the Company and under no circumstances will the Contractor have any authority to sign any document, bind the Company, or otherwise take any action on behalf of the Company or as an agent of the Company without the Company's written consent.

6. **Contractor Obligations** – The Contractor agrees:

- a. to perform the Services in a good faith, professional manner in accordance with all applicable laws and shall observe the degree of care and skill which is customary and usual in the performance of similar work by persons engaged in a similar capacity and represents that it possesses the requisite knowledge and technical expertise to perform the Services;
- b. to promptly inform the Company of any verbal or written complaint from a Company client relating to performance of the Services for the Company;
- c. to comply with all of its obligations under the applicable *Occupational Health & Safety* legislation in connection with the provision of the Services;
- d. to comply with any Company Health & Safety policies that apply to the Contractor's Services and to take every health & safety precaution reasonable in the circumstances for their protection of themselves; and
- e. For contractors in Ontario: that it has completed the customer service training under the Accessibility for Ontarians with Disabilities Act (http://accessforward.ca/customerService/) and the health & safety awareness training under OHSA (https://www.labour.gov.on.ca/english/hs/training/).

7. Workplace Safety Coverage

a. If necessary, the Contractor agrees to apply for coverage and pay premiums for coverage, under the applicable *Workplace Safety & Insurance or Workers; Compensation legislation* and, if requested, will provide the Company with an up-



to-date clearance certificate from the applicable Workplace Safety & Insurance or Workers' Compensation Board. The Contractor agrees to indemnify and save harmless the Company against any damages, premiums, charges, levies, surcharge, taxes or penalties that are ordered to be paid by a Workplace Safety & Insurance or Workers' Compensation Board or any other administrative tribunal or court in connection with the Services.

8. Employment Insurance Coverage

a. The Contractor agrees it is not an employee and, if necessary, is responsible for meeting any obligations under the *Employment Insurance Act* and all applicable regulations. The Contractor agrees to indemnify and save harmless the Company against any claims, premiums, charges, taxes or penalties that are ordered to be paid by the Canada Revenue Agency in connection with the Services.

9. Liability Insurance

- a. The Contractor shall maintain appropriate errors and omissions insurance and appropriate general liability insurance, with responsible insurers against such risks that could reasonably be expected to be carried by a Contractor acting prudently and in a similar business to that of Contractor. The Contractor will provide the Company with proof of such coverage prior to commencing the Services.
- b. The Contractor is responsible for all costs associated with such insurance coverage.

10. Non-Disparagement

a. The Contractor agrees not to make or publish any written or oral statements or remarks which are critical, negative, disparaging, or damaging to the integrity, reputation or goodwill of the Company or any of the Company's owners, employees or clients.

11. Confidentiality

- a. Confidential Information includes but is not necessarily limited to:
 - i. processes, research and development information;
 - ii. trade secrets;
 - iii. information about operations, including products and services offered;
 - iv. financial information, such as pricing and rate information;
 - v. documents, records or other information concerning sales or marketing strategies;
 - vi. marketing information such as customer lists, business strategies, records and information including lists of present and prospective customers and related information;



- vii. information relating to employees, vendors and contractors, including but not limited to, employment status, vendor/contractor status, personnel records, performance information, compensation information and job history; and
- viii. information contained in manuals including, but not limited to, training materials, plans, drawings, designs, specifications and other documents and records belonging, even if such information has not been labeled or identified as confidential.
- b. The Contractor agrees that disclosure of the Confidential Information would be highly detrimental to best interests of the Company and its customers, and agrees
 - i. to take every reasonable and necessary precautions to protect and maintain the Confidential Information including preventing inadvertent disclosure, use, copying, transfer or destruction of any Confidential Information, and;
 - ii. to only release the Confidential Information to those authorized to receive it, and then only on a need-to-know basis;
 - iii. not to remove any Confidential Information from the premises of the Company or a customer, without the Company's express written permission;
 - iv. not to use any of the Confidential Information, either directly or indirectly, other than as strictly necessary in providing the Services.
- c. The Contractor agrees Confidential Information (including all paper and electronic copies), is the sole property of the client or Company and it shall return all such information to the client or Company immediately upon request, or immediately upon the termination of this Agreement.
- d. The Contractor agrees to comply with all applicable legislation regarding client privacy and the management of client records.
- e. The Contractor acknowledges and agrees that the confidentiality obligations under this section are to remain in effect in perpetuity, and shall remain in force regardless of how the Contractor's relationship with the Company comes to an end.

12. Non-Solicitation

- a. The Contractor agrees that during this Agreement and for a period of twelve (12) months following the end of this Agreement (by either party) the Contractor will not, directly or indirectly in any capacity either alone or in connection with any other person or corporate entity:
 - i. employ or solicit the employment of any individual who was employed by the Company or was a contractor of the Company at the time of the termination of this Agreement or in the 12-month period prior to the termination of this Agreement;



- ii. contact, canvass, or solicit the business of, any of the Company's clients or potential clients with whom the Contractor had personal contact in the 12-month period prior to the end of this Agreement or had knowledge of their business dealings with the Company in the 12-month period prior to the end of this Agreement;
- iii. solicit or accept any business opportunity that came to the Contractor's attention in connection with the Services in the 6-month period prior to the termination of this Agreement; nor
- iv. interfere or attempt to interfere with the Company or persuade or attempt to persuade any client, employee, sub-contractor, or supplier of the Company to discontinue or alter such person's business relationship with the Company.
- b. The Contractor acknowledges that this clause is reasonable and valid in temporal scope, duration, and in all other respects. If any court in any one or more jurisdictions determines that any of the restrictive covenants, or any part of any of the restrictive covenants, is unreasonable, invalid or unenforceable, the remainder of the restrictive covenants and parts thereof shall not thereby be affected and shall be given full effect, without regard to the invalid portions. The Contractor agrees that it is the intention and agreement of the parties that such court shall have the power to modify and/or rewrite the scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

13. Termination

- a. The Company and the Contractor may terminate this Agreement at any time by providing the other party with 15 days written notice.
- b. The Company is not required to offer the Contractor any Services during the 15-day period. Should it do so, the Contractor agrees it will continue to perform the Services in a professional and diligent manner.
- c. Should a third party determine that the Contractor's relationship to the Company is that of an employee, the Contractor agrees that the minimum terms of the ON/BC: *Employment Standards Act, AB: Employment Standards Code* govern the termination of the relationship between the Contractor and the Company.
- d. The Contractor agrees not to inform any Company client of the end of this Agreement.
- e. The Contractor agrees that it will provide the Company with all work-in-progress within 48 hours of providing or receiving notice of the termination of this Agreement.

14. General Indemnity



- a. The Contractor agrees to protect, indemnify, and save harmless the Company and its shareholders, directors, officers, employees, agents and representatives, against, any and all costs, claims, damages, losses, liabilities, fines, penalties, interest, claims (including third party claims), actions and proceedings (including reasonable legal fees and court costs) arising from, incurred by, suffered by, or in any way related to the breach, performance, acts or omissions of the Contractor hereunder.
- b. The Company shall be expressly entitled to set-off, as against any amounts owing by it to the Contractor under this Agreement.

15. Entire Agreement

a. The Contractor and the Company agree this Agreement constitutes the entire Agreement between the parties with respect to the Services; supersedes any prior written or verbal Agreements; and may only be amended if both parties agree to the amendment in writing.

16. Prior Claims

a. The Contractor agrees to release and forever discharge the Company and its officers, directors, owners, employees jointly and severally from any legal actions, causes of actions, complaints or applications, whether express or implied, for damages, costs, interest, loss or injury of every nature and kind whatsoever and however arising, whether statutory or otherwise, which the Contractor ever had, or now has against the Company.

17. Assignment

a. The Company may at any time during this Agreement assign its rights and obligations hereunder to any entity. The Contractor may not assign this Agreement.

18. Waiver

a. It is understood and agreed that any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement by the Contractor.

19. **Severability**

a. It is agreed that if any part of this Agreement is found to be invalid, illegal or unenforceable then it shall be considered separate and severed from this Agreement and the remaining parts shall remain in force and effect.

20. Survival

a. The termination of this Agreement does not affect the Contractor's obligations



which survive such termination including the confidentiality, non-solicitation, non-interference, non-disparagement, and conflict-of-interest provisions of this Agreement.

21. Notices

a. Any notice required under this Agreement can be emailed to Hardik Sachdeva (or his/her designate) on behalf of the Contractor at hardik.sachdeval710@gmail.com and to Asif Mahmood (or his/her designate) in behalf of the Company at onboarding@knewsales.com.

22. Governing Law

a. It is agreed that the laws of the Province of Ontario and the laws of Canada apply to this Agreement and only the courts of the Province of Ontario have jurisdiction over this Agreement.

23. Independent Legal Advice

a. The parties hereto acknowledge that they have either obtained independent legal advice regarding the terms and conditions of this Agreement or have been given an opportunity to obtain independent legal advice but have declined to do so. The parties acknowledge that they have read, considered and understand this Agreement and that they execute this Agreement freely and voluntarily with full understanding of its contents.

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

Date	
	Knew Sales Group Inc.
	Duly Authorized Signing Officer
10/25/2021	Hardik Sachdeva
Date	Hardik Sachdeva
	per:
	Duly Authorized Signing Officer

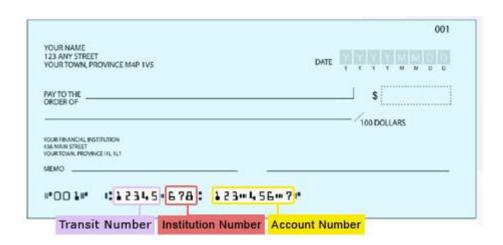


Signature

Direct Deposit Enrollment Form

KSG favors direct deposit as a method of payment. It ensures that your pay will be in your bank account, without delay, at each pay period in accordance with the payroll calendar. Should you decide to select a different method of payment (i.e. cheque being sent to you using Canada Post), the risk of delay or of the mail being lost is higher, and we will not be responsible for any delay that occurs.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.



IMPORTANT! Please read and sign before completing and submitting.

I hereby authorize Knew sales Inc. to deposit any amounts owed me, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by ADP to my account. In the event that ADP deposits funds erroneously into my account, I authorize ADP to debit my account for an amount not to exceed the original amount of the erroneous credit.

erroneous credit.		
Name: <u>Hardik Sachdeva</u> Signature:	tardik Sachdeva	Date: 10/25/2021
Account Information		
Bank Name: THE BANK OF NOVA SCOTIA Transit Num	nber: 57836	
Institution Number: 002 Acco	unt Number: 0463787	
CHEQUING SAVINGS		
Authorization		
I Hardik Sachdeva , hereby authorize K	new sales Inc. to use direc	ct payment for the purpose of
depositing my pay as well as any amount owed to m		
Hardik Sachdeva	10/25/2021	

Date





CONTACT FORM

PERSONAL PROFILE							
FIRST NAME: HARDIK							
LAST NAME: SACHDEVA							
ADDRESS (including apt):	50 Chapman Court, Unit 55						
CITY, PROVINCE:	London, Ontario						
POSTAL CODE:	N6G5E1						
EMAIL:	hardik.sachdeva1710@gmail.com						
TELEPHONE NUMBER: 4379881522							
SOCIAL INSURANCE NUMBER:	951236645						
If your SIN begins with a 9, please attach a scan or a photo of your work or study permit here: Output Output DATE OF BIRTH (MM/DD/YYYY): 10/17/1995							
EMERGENCY CONTACT							
EMERGENCY CONTACT:	Rishi Kohli						
RELATIONSHIP:	Brother-in-Law						
DAYTIME TELEPHONE:	4372282579						





Materials & Data Acceptance Contract

I, <u>Hardik Sachdeva</u> acknowledge that I have been provided with the following by

✓ iPad accessories (chargers and cables) - \$25/set

Knewsales Group:			

✓ iPad - \$500 per unit

I understand and agree that the Material is to be used for the sole purpose of completing services in accordance with my Contract with Knewsales Group and it is not to be used for any other commercial or personal purposes. I understand that modification to the Material is not permitted without the express written permission of Knewsales Group. I agree to immediately return the Material in like condition upon the conclusion or termination of my services or at any earlier times as may be requested by Knewsales Group.

I have been informed that the data used on the SIM card provided with the Ipad will only be used for the sole purpose of completing services in accordance with my contract and cannot be used for personal use. The Data required to complete the services for this program is 1 Gigabyte per month. I agree that any data used for purposes other than to complete the services in accordance with my contract can result in a fine of up to \$350.00 to be deducted by Knewsales Group from any monies owing to me. If there are insufficient monies owing to me from which to deduct the amount owing to Knewsales Group for the fine, I will pay to Knewsales Group the outstanding balance in the form of certified cheque made out to Knewsales Group, or in the form of cash within ten (10) calendar days of being formally informed by my manager in writing through email.

If the costs for the data usage overage on the Ipad material exceeds the initial fine of \$350.00, I agree to pay the additional amount owing to Knewsales Group in the form of certified cheque made out to Knewsales Group, or in the form of cash within ten (10) calendar days of being informed of the outstanding amount by my manager in writing through email. My signature below indicates my complete understanding of the fines and cost if applicable for any data use overage charges.

I further acknowledge that by signing this Materials & Data Acceptance Contract, I am accepting responsibility and exclusive control over the Material. I agree that I am fully responsible for the security, safekeeping and proper handling of the Material. My signature below indicates I am



KNEWSALES GROUP INC. 145-550 Queen Street East Toronto, ON M5A 1V2 Canada

responsible for taking the necessary precautions to protect the Material and to store it in a manner that provides adequate protection when it is not in use, thus not subjecting it to theft or damage.

I accept financial responsibility for the Material and I agree to compensate Knewsales Group for any loss or damage within ten (10) calendar days of the loss or damage. I hereby authorize Knewsales Group to deduct the applicable value of the device for any loss or damaged Material from any monies owing to me from Knewsales Group.

I understand and agree that my execution of this Materials & Data Acceptance Contract constitutes my written authorization permitting Knewsales Group to withhold or make a deduction from monies owing to me from Knewsales Group.

Hardik Sachdeva	10/25/2021			
Signed	Date			



Work During COVID-19

As we resume working in a world where COVID-19 still poses a risk, we have had to establish clear procedures to help protect ourselves and each other while we are in the workplace whether that is in the office, in a mall, a store or on the street.

As per Canadian Provincial and US Federal health and safety legislation, it is the responsibility of the employer AND employee to ensure all measures and practices are in place so our colleagues and the public are safe as a result of the work completed by our organization.

Alternatively, as an independent contractor, it is your responsibility (with our assistance with COVID-19) to ensure you are maintaining the highest level of health and safety practices for your business and as a result, KSG.

As such, we are relying on every individual, regardless of your employment status with KSG to assess your health before EVERY shift and follow the procedures outlined below.

The following procedures are what we expect from all employees and contractors once they have returned to work.

Prior to EVERY shift ask yourself the following questions:

- a) Do I have a fever?
- b) Do I have a new or worsening cough?
- c) Are you having difficulty breathing?
- d) Have I been feeling nauseous and/or have I been vomiting?
- e) Have you been notified to a health care professional that you have been in contact with someone who has tested positive for COVID-19 and/or are you aware that you have been in contact with someone who has tested positive for COVID-19?
- f) Have you recently returned from travel that requires a government mandated quarantine period?
- 1. If YES to any of the questions above:
 - a. Immediately email or text your direct manager or point of contact to advise you will not be at work due to being ill and may not be returning to work for 14 days
 - b. Immediately call your Director to advise that you are being tested for COVID-19 and provide them with the date of your COVID-19 test and the names of the people you have been in contact with at work in the past 2 weeks.

We will notify the colleagues who you have been in contact with to advise they should obtain a COVID-19 test.





- As soon as you get your results, call your direct manager or point of contact to advise of the results and next steps regarding your medical prognosis if you tested positive for COVID-19
- 2. If NO to the questions outlined above:
 - a. Come into work or provide your services as normal
 - b. Ensure you are properly and consistently wearing the PPE that has been provided to you
 - i. If you are running out of PPE, contact your Manager prior to the supply being completely diminished

I,	Hardi	K Sach	ideva	acknowledge	that I	understand	and	agree	to	the	procedu	res	and
				specifically, m									
re	lated syr	nptoms	s to my	manager or c	ontact a	it KSG.							

Hardik Sachdeva	10/25/2021			
Signature	Date			



Primus Code of Conduct

I have reviewed, understand and I agree to follow the Knewsales Group Code of Business Conduct for the Primus Kiosk Independent Contractor Contract. In addition, I support the setting of standards needed to discourage wrongdoing and to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- Compliance with laws, rules and regulations of federal, provincial, state or local governments, and other relevant private and public regulatory agencies in all jurisdictions in which Primus/Costco operates
- Prompt reporting of all material violations of the Code to the representative of Knewsales Group with which I have been contracted.

To the best of my knowledge and ability, I will act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing my independent judgement to be compromised. I acknowledge that I am accountable for following the Code and the responsibilities I have under it. I also acknowledge that complying with the Code is a condition of my engagement as an Independent Contractor. If I do not comply with it or applicable laws, rules or regulations, I may be subject to immediate termination of my contract with Knewsales Group.

Misrepresentation: I acknowledge and understand that I am accountable for providing accurate information during any interaction representing Knewsales Group and its affiliated companies, in accordance with the information and training materials provided by Knewsales Group and its affiliated companies. This includes but is not limited to providing correct pricing and inclusive fees associated with the product or service plan, accurate installation or activation timelines, accurate restrictions of the product or service plan if applicable, and ensuring the client understands and acknowledges all contractual obligations they are committing to when signing an agreement for a product or service that I am representing on behalf of Knewsales Group and its affiliated companies. I acknowledge and understand that failure to abide by the aforementioned items may result in immediate termination of contract by Knewsales Group and potential further legal ramifications if warranted in the given situation.

Conflict of Interest: I acknowledge that I must remain free of interests or relationships which are harmful or detrimental to Knewsales Group and its affiliated companies' best interests. As an agent, I must avoid not only a real conflict of interest, but also the appearance of one which could tarnish my own or Knewsales Group's image. Even though it is not always possible to avoid relationships that could place me in a position of potential conflict, it is important to inform the representative of Knewsales Group with which I have been contracted by, and avoid actions or decisions that would conflict with Knewsales Group's and its affiliated companies' interests. Conflict of interest can lead to immediate termination of my contract with Knewsales Group. If I am in doubt, I will discuss my specific situation with the representative of Knewsales Group with respect to the matter.

(agent initials) I certify that I have no real or potential conflict of interest. I understand that failure to abide by the terms of the Code may result in the termination of my contract.

Confidential Information: I acknowledge that I am accountable for protecting and treating the confidential information received from Knewsales Group, on behalf of Knewsales Group, or while being contracted by Knewsales Group, including customer information, in accordance with the Code at all times and that my obligations hereunder shall remain in force and effect, even after the termination of the contract with Knewsales Group



Annual Certification: By signing below, I certify that I have reviewed and fully understand the Code, including, without limitation, the sections on Misrepresentation, Conflict of Interest and Confidential Information, and I agree to follow and be personally bound by the Code. I have reported to the representative of Knewsales Group with which I have contracted any relationship or other circumstances that do or could place me in conflict with the interests of Knewsales Group and its affiliated companies. I will report any new situations as the occur

More over, by placing a checkmark below, I acknowledge having been advised that the 6 contraventions to the Code below will not be tolerated and may result in immediate termination of my contract with Knewsales Group.

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21									
s and reactivate havior is strictly									
$\frac{HS}{I}$ I understand that I must not solicit new customer via telephone, email or social media in any circumstances, unless expressly authorized to do so by Knewsales Group.									
I understand I must avoid conflicts of interest and must not use my position to influence, or bypass, Knewsales Group or its affiliated companies' procedures for personal gain nor the benefit of family, friends, colleagues or anyone else									
$\frac{18}{100}$ I understand that stealing or damage, vandalism, sabotage or unauthorized use of equipment rented to by Knewsales Group or its affiliated companies' is strictly prohibited and illegal									
I understand that fraudulent activities (including impersonating the customer's signature, using false information, misrepresenting the contract by claiming it's for information, making false claims in terms of sign-up bonuses) is strictly prohibited									
$\frac{\mathrm{HS}}{\mathrm{Group's}}$ I understand that disclosing confidential information (including customer information and Knewsales Group's confidential information) is strictly prohibited.									
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