

****1. Duties and Scope of Employment****

(a) Position: Interim CFO and Chief Compliance Officer

(b) Obligations to the Company:

- Act in accordance with the direction of the Employer
- Subject to the general supervision of the Employer
- Perform all duties as requested by the Employer that are reasonable and customarily performed by a person in the position
- Abide by the Employer's rules, regulations, policies, and practices

(c) No Conflicting Obligations:

- Employee will not engage in any other business activities that the Employer deems to be in conflict with the Employer's business

****2. Cash and Incentive Compensation****

(a) Salary: CAD\$175,000 per year

(b) Bonus: 40% of annual Base Salary, 50% tied to Company goals and 50% tied to personal goals, payable at the discretion of the Employer

(c) Options: Annual grant commensurate with other senior executives, subject to regulatory approvals and the discretion of the Employer

(d) Insurance Coverage Reimbursement: All reasonable expenses incurred in connection with the Employer's business

(e) Vacation: Four weeks per year

****3. Business Expenses****

- All reasonable expenses incurred in connection with the Employer's business, including travel and entertainment

****4. Term of Employment****

(a) Term: Indeterminate

(b) Basic Rule: Unless modified by written agreement or terminated sooner

(c) Termination:

- Employer may request additional hours/days per week with reasonable notice
- Employer may terminate for cause

(d) Rights Upon Termination:

- Employee entitled to all accrued wages and vacation pay

****5. Termination Benefits****

- Not applicable

****6. Invention, Confidential Information, and Non-Competition Agreement****

- Employee will not divulge or use any Confidential Information without the Employer's consent
- Employee will not engage in any business activities that compete with the Employer for a period of 12 months
- Employee will assign all intellectual property rights to the Employer

****7. Successors****

- The Employer's rights and obligations under this Agreement will be binding upon the respective successors

****8. Miscellaneous Provisions****

- (a) Notice: Any notices will be deemed to be completed when hand-delivered, delivered by agent, or seven days after mailing.
- (b) Modifications and Waivers: Any amendment or modification of this Agreement must be in writing and signed by both parties.
- (c) Indemnification: The Company will indemnify the Employee from and against any losses incurred by reason of the Employee's employment.
- (d) Whole Agreement: This Agreement constitutes the entire agreement between the parties.
- (e) Withholding Taxes: The Employer is entitled to deduct from the Employee's compensation any applicable withholding taxes.
- (f) Choice of Law and Severability: This Agreement will be construed in accordance with the laws of the State of California.
- (g) Arbitration: Not applicable
- (h) No Assignment: Neither party may assign its rights or obligations under this Agreement without the other party's written consent.
- (i) Counterparts: This Agreement may be executed in counterparts.