

FIXED TERM CONTRACT AGREEMENT

THIS FIXED TERM CONTRACT AGREEMENT (the "**Agreement**") is dated this 11 day of April, 2023.

BETWEEN:

Ality Technologies Limited., a corporation organized and validly existing pursuant to the federal laws of Canada with its head office located at Suite 1900, 520 3rd Avenue S.W., Calgary, Alberta T2P0R3 (the "**Company**")

OF THE FIRST PART

- AND -

Prempreet Brar, 129 Savanna Close NE, T3J 0X8, Calgary, Alberta, (the "**Contractor**")

OF THE SECOND PART

WHEREAS the Company and the Contractor desire to enter into this Agreement for the purposes of setting forth the terms and conditions of the Contractor's appointment with the Company (the "**Fixed Term Contract**");

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and covenants set forth in this Agreement, the parties to this Agreement agree as follows:

1. Definitions

- 1.1. The capitalized terms shall have the meanings set forth in this Agreement and in Schedule "A" to this Agreement.

2. Effective Date

- 2.1. The Fixed Term Contract shall commence on 01 May 2023 and shall be for a fixed term of 4 months until 31 August 2023 unless terminated in accordance with the terms of this Agreement (the "**Term**").

3. Fixed Term Contract - reporting and duties

- 3.1. The Contractor shall report to and act in accordance with the directions, powers, and authority provided to them by the Web Engineer. The Contractor's duties will be

determined in accordance with the nature of the Contractor's position and role at the Company.

4. Requirements of Contractor

4.1. At all times, the Contractor shall during the Fixed Term Contract:

- (a) devote their full time and attention to the Business and affairs of the Company;
- (b) not act in any way that would injure the Company's Business, interests or reputation;
- (c) perform their duties in accordance with all applicable laws, statutes, codes, and regulations as well as the Company's articles of incorporation, by-laws and regulations, and policies and procedures; and
- (d) honestly, diligently and faithfully serve the Company and use their best efforts to promote the best interests and goodwill of the Company at all times.

4.2. For the purposes of this Section 4, "Company" includes Ality Technologies Limited. and any Canadian affiliate company, as well as any other applicable Group Company to which the Contractor might provide services. The Contractor agrees to observe all Company and/or any Group Company policies and procedures as it may in its absolute discretion create from time to time and the Contractor acknowledges that any such policies form terms and conditions of their appointment.

5. Compensation

5.1. The Contractor will be paid a monthly gross base salary of \$6,080-CDN ("**Base Salary**"), subject to all required income tax deductions, payable according to the Company's payroll practices. The Company may, from time to time, at its sole discretion, adjust the Contractor's compensation and benefits.

6. Expenses

6.1. The Company will reimburse the Contractor for all reasonable and documented expenses incurred by the Contractor in connection with the Business of the Company, in accordance with the Company's policies as in effect from time to time.

7. Vacation and Public Holidays

7.1. The Contractor will be provided with paid leave of 1.5 per month. The times and dates for any scheduled vacation must be approved in advance by the Company,

having regard to the Company's operational needs. The Contractor is also entitled to take leave on all applicable public holidays.

8. Sickness and Other Absences

- 8.1. The Contractor will be provided with paid sick leave. The number of days which will be paid will be calculated in accordance with the duration of the Fixed Term Contract.

9. Place and Hours of Work

- 9.1. The Contractor's place of work shall be the Company's offices, currently located in Calgary, Alberta. The Contractor shall be available for such business-related travel as may be reasonably required for the purposes of carrying out their duties and responsibilities.
- 9.2. The Contractor may be permitted to work remotely, in accordance with the Company's Remote Work Policy which may be amended from time to time.
- 9.3. The Contractor must notify the Company of their place of residence and must also notify the Company of any changes. The Contractor expressly acknowledges and agrees that they will not be permitted to work remotely from a different province or territory without the Company's express approval in writing. Further, the Contractor acknowledges that the Contractor's ability to work remotely shall be conditional on the Contractor's compliance with applicable provincial occupational health and safety legislation, as well as the Company's applicable policies and procedures relating to remote work.
- 9.4. The Contractor acknowledges and agrees that their appointment shall be governed by the laws of Alberta and that their income shall be taxed and that statutory deductions will be made in accordance with the laws of Alberta. The Contractor warrants and agrees that they shall be responsible for the filing of and reporting of any personal income in respect of the province in which they reside and that they shall be solely responsible for accounting for any discrepancies between taxes due and taxes paid.
- 9.5. It is the parties understanding that the laws applicable in Alberta are as favorable as (or more favorable than) those where the Contractor resides.
- 9.6. The Contractor understands that their hours of work and the amount of work involved may vary and be irregular and the Contractor agrees to work those hours required to meet the duties and responsibilities of the Contractor and needs of the Company.

10. Conflict of Interest

- 10.1. The Contractor will avoid any situation in which their interests conflict with their duties and responsibilities to the Company and/or Group Company, or could

reasonably be perceived as a conflict of interest situation, without first disclosing the potential conflict to the Company and/or Group Company.

- 10.2. Without specific written consent, the Contractor will not be engaged in any other appointment in any capacity or in any other activity that interferes with the provision of the Contractor's services for the Company or that is for the benefit of any person, corporation or enterprise whose business interests are either competitive or in conflict with those of the Company and/or Group Company.

11. Confidential Information and Ownership of Property

- 11.1. At all times during the Contractor's appointment and at all times following the cessation of the Contractor's appointment, regardless of the reason for the cessation, the Contractor shall hold in confidence and keep confidential all Confidential Information and shall not divulge, reveal, report or use, for any purpose, any of the Confidential Information.
- 11.2. The Contractor's obligations of confidence described above include, without limiting the generality of the foregoing:
- (a) taking every reasonable step to prevent anyone from obtaining, examining and/or making copies of any Confidential Information or other information, documents or papers (whether in tangible or intangible form) relating to the Company or any Group Company or its business, prepared by the Contractor or that come into the Contractor's possession or control by reason of the Contractor's appointment hereunder;
 - (b) using best efforts to follow all confidentiality, security and information technology policies of the Company or any Group Company; and
 - (c) using the Confidential Information solely as may be required in connection with the Contractor's duties hereunder and strictly in accordance with policies, procedures and instructions prescribed by the Company or any Group Company.
- 11.3. If required by law to disclose Confidential Information, the Contractor will provide reasonable prior notice to the Company. If the Contractor loses or otherwise compromises any of the Confidential Information, the Contractor will immediately notify the Company and take all reasonable steps necessary to retrieve the lost or compromised Confidential Information.
- 11.4. Upon request of the Company or immediately upon the cessation of the Contractor's appointment, regardless of the reason for the cessation, the Contractor will turn over to the Company all Confidential Information in their possession, charge or control, including any copies, duplicates, or backups thereof in whatever form or media, and if so requested shall certify by way of affidavit or statutory declaration that all such

Confidential Information has been returned to the Company and that the Contractor no longer has access to it.

12. Non-Disparagement

- 12.1. The Contractor will not, at any time, whether during or after the termination of their appointment, for any reason whatsoever (other than with proper authorization of the applicable Company representative), assert, disclose, reveal or publish in any way, directly or indirectly, any fact or opinion concerning the Company or any Group Company that would, if viewed by a reasonable person, paint the Company or any Group Company in a negative light, diminish its reputation, or tend to cause any other person or entity to cease doing business with the Company or any Group Company.
- 12.2. Further, following the termination of the Contractor's appointment, they will immediately cease to represent themselves as being in any way employed, connected with, or interested in, the Company or any Group Company or its affiliates, and will immediately update any social media (including without limitation any blogs or social networking sites) to reflect this.

13. Intellectual Property

- 13.1. Except for Inventions (defined below) which the Contractor has conceived, acquired or made prior to their appointment with the Company or their prior engagement as a consultant with the Company, the Contractor hereby assigns to the Company or any designated Group Company all rights, title and interest they may now or in the future have in and to the Inventions and waives their moral rights to any and all copyrights subsisting in the Inventions. If required by the Company, the Contractor will sign any applications or other documents the Company may reasonably request: (i) to obtain or maintain patent, copyright, industrial design, trade mark or other similar protection for the Inventions, (ii) to transfer ownership of the Inventions to the Company or any designated Group Company, and (iii) to assist the Company in any proceeding necessary to protect and preserve the Inventions. The Company will pay for all expenses associated with preparing and filing such documents.
- 13.2. The Contractor agrees that the Company will have exclusive ownership of all ideas, works, discoveries, inventions, formulae, algorithms, techniques, processes, know how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Company or any Group Company's business and which the Contractor conceives of or makes for the Company during their appointment with the Company (together, "Inventions") and that the Contractor will promptly disclose the Inventions to the Company in writing. This will be the case, whether or not an Invention is: (i) capable of being protected by copyright, patent, industrial design, trade mark or other similar legal protection, (ii)

conceived or made by the Contractor during or outside their regular working hours, or (iii) conceived or made by the Contractor alone or jointly with others.

- 13.3. However, it is acknowledged and agreed that this section will not apply to any Invention developed by the Contractor outside their regular working hours if such Invention: (i) was not within the scope of the Contractor's appointment duties, (ii) was developed without the use of Confidential Information, and (iii) was developed without the use of any of the Company's resources.

14. Resignation

- 14.1. The Contractor will provide the Company at least 2 weeks' written notice of resignation.

15. Termination for Cause

- 15.1. The Company has the right, at any time, to terminate the Contractor's appointment for cause without notice or pay in lieu of notice or with any other form of severance pay or damages.
- 15.2. In the event of the Contractor's termination under this section, all benefits shall cease upon the last day of the Contractor's appointment.

16. Termination

- 16.1. The Contractor's appointment will terminate without the need for notice on the expiry of the Term unless the Contractor has resigned or the Company has served the Contractor with 2 weeks' notice to terminate the Fixed Term Contract before the expiry of the Term or the Term is extended in writing.

17. Severability

- 17.1. The Company and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition, paragraph or provision of this Agreement (or part thereof) is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such term, covenant, condition, paragraph or provision (or part thereof) be changed in scope by the court or otherwise severable to the extent necessary to render the term, covenant, condition, paragraph or provision (or part thereof) reasonable and enforceable and the remainder of the terms, covenants, conditions, paragraphs and provisions of this Agreement will in no way be affected, impaired or invalidated as a result, unless the court so directs.

General Provisions

- (a) **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.
- (b) **Waiver.** No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- (c) **Execution.** This Agreement may be executed in counterparts. Electronic signatures and signatures transmitted by electronic mail are binding and are considered to be original signatures.
- (d) **Survival.** Notwithstanding the termination of this Agreement, the Contractor and the Company shall remain bound by the provisions of this agreement, which by their nature continue to apply.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the parties with respect to the subject-matter hereof, including any pre-appointment discussions and interviews.
- (f) **Amendments and Changes to Position.** Any modification of this Agreement will be effective only if it is in writing and signed by both parties. For clarity, the terms of this Agreement, including the termination provisions, will continue to be in effect regardless of changes to the Contractor's compensation or position (including in the event of the Contractor securing or being transferred to another position with the Company), unless otherwise agreed to in writing.
- (g) **Compliance with Law.** It is the intent of the parties that this Agreement comply with all applicable legislation. Should any term of appointment herein fail to meet or exceed the minimum requirements of the legislation governing appointment, labour standards or human rights applicable to the Contractor's appointment at the relevant time, then the minimum legislated requirement shall apply and shall be deemed to be the Contractor's full entitlement under this Agreement in that respect.
- (h) **Governing Law and Forum.** This Agreement will be construed in accordance with and governed by the laws of the province of Alberta and the federal laws of Canada applicable therein, notwithstanding any remote work

privileges as detailed herein as their work is performed in any other jurisdiction. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta in respect of any action or proceeding arising out of or relating to this Agreement.

- (i) **Successors and Assigns.** This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successor and permitted assigns.
- (j) **No Assignment.** The Contractor shall not assign any of their rights or delegate any of their duties under this Agreement. The Company may assign its rights or obligations under this Agreement without the consent of the Contractor.
- (k) **Set Off.** The Contractor hereby authorizes the Company to deduct from any payments owing to the Contractor any money owing by the Contractor to the Company, and this will be a sufficient written authorization in that regard.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on the date first written above

Ality Technologies Limited

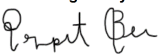
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Bernie Wang
Per: 5CF06DE401034C6...
Bernie Wang

This offer of Fixed Term Contract is contingent on successful completion of background checks. The Company may require not only professional references but also credit checks and a criminal record check. In addition, as an Contractor of the Company you may be required, at the Company's expense, to complete a criminal record check during the appointment relationship for the purpose of assessing your eligibility for appointment or continued appointment in positions where a criminal record check is required. The result of any background check will be kept in your file for the purpose of assessing your suitability for appointment or continued appointment.

By my signature below:

1. I acknowledge that I have reviewed this Agreement;
2. I am receiving valid consideration to enter into this Agreement;
3. I agree to be bound by its terms;
4. I execute this Agreement freely and without duress; and
5. I represent that my entering into this Agreement will not conflict with or violate any appointment agreement or any non-solicitation, non-competition or any other agreement between me and any third party.

CONTRACTOR:

DocuSigned by:

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Name: Prempreet Brar

Date: 13-Apr-23

Schedule "A"

The following terms shall have the following meanings:

1. **"Entity"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.
2. **"Affiliates"** means in relation to a company, an entity that such company controls, is controlled by or is under common control with, or any of their respective legal successors. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to elect or dismiss a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such party, entity or person, whether through ownership of voting securities or otherwise;
3. **"Business"** means (i) the development and operation of a financial services platform (including through web, mobile or other electronic solutions) for the trade or exchange of digital currencies; (ii) digital currency mining operations; (iii) the creation and management of digital currency funds; (iv) the development of institutional white-label or other solutions for the delivery of digital currency offerings; or (v) the development of custody solutions for the management of digital currencies.
4. **"Confidential Information"** means all information owned, possessed or controlled by the Company or Group Company including, without limitation, all information related to developments, inventions, manufacturing, know-how, products, services, trade secrets, personnel, financial, scientific, technical, process know-how, marketing information, and all names of or lists of customers, potential customers, and suppliers howsoever received by the Contractor from, through or relating to the Company and in whatever form (whether oral, written, electronic, machine readable or otherwise), which pertains to the Company and which the Contractor learned or acquired in the course of their appointment or their engagement as a consultant. Notwithstanding the above, the phrase "Confidential Information" shall not include information which: (a) was in the public domain prior to the date of receipt by the Contractor; (b) is properly and lawfully received by the Contractor from another Entity who is lawful in possession of it prior to its disclosure hereunder, and without any obligation of confidence attaching thereto; (c) becomes part of the public domain by publication or otherwise, not due to any unauthorized act or omission on the Contractor's part; or (d) the Contractor is required to disclose by law, provided that, unless prohibited by law, the Contractor first notifies the Company at the first reasonable opportunity that they is required to disclose such Confidential Information.
5. **"Customer"** means any Entity who has: (i) purchased or licensed from the Company (to the Contractor's knowledge) any product or service supplied, sold, licensed or distributed by the Company; or (ii) supplied to the Company (with the Contractor's knowledge) any product or service to be produced, sold, licensed or distributed by the Company; provided that after the cessation of the Contractor's appointment for any reason,

Customers shall only include any Entity who was a Customer during the twenty-four (24) months preceding the date of the cessation of the Contractor's appointment.

6. **"Group Company "** means a) the Company, and (b) any Affiliates of the Company, and "Group" shall mean collectively, all of the foregoing corporations and persons.
7. **"Prospective Customer"** means: (i) any Entity solicited by the Contractor on behalf of the Company for any purpose relating to the Business; and (ii) any Entity solicited by the Company with the Contractor's knowledge for any purpose relating to the Business; provided that after the cessation of the Contractor's appointment for any reason, Prospective Customers shall only include any Entity who was a Prospective Customer during the twelve (12) months preceding the date of the cessation of the Contractor's appointment.

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: Prempreet Brar- Ality Alberta.docx.pdf

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Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jessie Liu

AutoNav: Enabled

jessie.ll@binance.com

Enveloped Stamping: Enabled

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jessie.ll@binance.com

Signer Events


Bernie Wang

bernie.w@binance.com

Global HR Operation Lead

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 Bernie Wang
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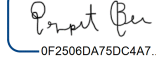
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Prempreet Brar

prempreetbrar1@gmail.com

Security Level: Email, Account Authentication
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Signature Adoption: Uploaded Signature Image

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Signing Complete

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Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Binance - New Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jenalynn.y@binance.com

To advise Binance - New Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jenalynn.y@binance.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Binance - New Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jenalynn.y@binance.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Binance - New Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jenalynn.y@binance.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Binance - New Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Binance - New Account during the course of your relationship with Binance - New Account.