



CONSULTING AGREEMENT - Jesse Passmore
Community Success Manager

This Consulting Agreement ("Agreement"), effective **_11 July 2022_**, is executed by and between the undersigned company (the "Client") and the undersigned Individual (the "Consultant").

The parties agree as follows:

1. **Services.** Consultant agrees to provide the following consulting services ("Services")
 - a. Coordinate with Client about the project objectives and deliverables
 - b. Provide updates to Client about the project status
 - c. Provide planning and execute content creation, CRM maintenance, and lead generation
 - d. Specific list of Services and deliverables will be determined by Consultant in consultation with the Client.
2. **Time Commitment.** The specific types and quantities of Services described above will total up to but no more than **15 hours a week**.
 - a. The estimated length of the project is **3 months** since the effective date, or when Client confirms in writing that Consultant has completed all the project requirements
 - b. The project can be extended beyond the above mentioned length if Client and Consultant agree to do so in writing
3. **Compensation.** Consultant shall be compensated at rate of **CAD\$900 per month** for the services provided
4. **Expenses.** Subject to the prior written approval of the Client following a detailed request by Consultant which includes a maximum amount to be reimbursed, the Client shall reimburse the reasonable travel and related expenses incurred by Consultant in the course of performing Services hereunder.
5. **Non-Disclosure of Confidential Information.** Subject to the terms of this agreement, each party agrees at all times to keep strictly confidential all Confidential Information belonging to the other party. Confidential Information means information relating to the disclosing party, or any other company or individual with whom the disclosing party has an agreement of confidentiality, disclosed to the receiving party by the disclosing party, regardless of the way or form in which it is disclosed or recorded, excepting only information that is in the public domain other than as a result of a breach of this Agreement. This term shall survive this Agreement however terminated.
6. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Client, nor shall this Agreement grant Consultant any rights in or to the Client's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

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7. **Assignment of Intellectual Property.** To the extent that Consultant jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property (collectively, "Intellectual Property") which has been created by Consultant in the course of the performance of Services, Consultant hereby assigns all rights, titles and interest to such Intellectual Property to the Client, including the whole right, title and interest for the United States, Canada and all foreign countries in and to any such invention, improvement, or idea and in and to any patent or patent applications, any divisionals, continuations, and continuations-in-part of any patent applications, any re-issue or extension of any patent, together with the right to claim the benefit of the right of priority thereto, and the entire right, title and interest in and to any of such applications. Consultant further agrees for themselves, their heirs, executors and assigns, without charge to the Client, but at the Client's expense, to do all things, and execute, acknowledge and deliver all such further papers, including applications for patents, as may be necessary to enable the Client to publish or protect said inventions, improvements and ideas by patent or otherwise in any and all countries and to vest title to said patents, inventions, improvements and ideas in the Client, or the Client's nominee, successors, or assigns, and to render all such assistance as the Client may require in any Patent Office proceeding or litigation involving said inventions, improvements and ideas. Consultant hereby authorizes and requests the Commissioner of Patents and Trade-marks to issue any patents related to any such invention, improvement, or idea to the Client and assign to the Client the entire right, title and interest in and to the same, for the Client's sole use and behalf, and for the use and behalf of the Client's legal representatives, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by the Consultant had this assignment not been made. Consultant hereby waives in writing for the benefit of the Client, the Client's successors, assigns and licensees, all moral rights and rights of integrity that Consultant may have in the Intellectual Property, including but not limited to the right to be associated with the Intellectual Property as the Property author by name or under a pseudonym and the right to remain anonymous. For greater certainty, the Client shall have the right to alter and adapt the Intellectual Property, and the Client shall have the sole right to decide whether and in what manner the Intellectual Property shall be published or exploited by the Client.
8. **Client's Right to Disclose.** During the term of this Agreement, the Client shall have the right to disclose the existence of this Agreement, Consultants's status as an Community Manager, and to include Consultant's name, image and profile in various promotional materials, including, but not limited to, private placement memos or other offering materials, executive summaries and the Client's world wide web page.
9. **No Conflicts.** Consultant represents that Consultants's compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Consultant may have to any other person or entity (such as a present or former employer), and Consultant agrees that Consultant will not do anything in the performance of Services hereunder that would violate any such duty. In addition,

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Consultant agrees that, during the term of this Agreement, Consultant shall promptly notify the Client in writing of any competitor of the Client which Consultant is also performing services. It is understood that in such event, the Client will review whether Consultant's activities are consistent with Consultant remaining as a Consultant of the Client.

10. **Amendments**. Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the jurisdiction listed on the signature page, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
11. **Term and Termination**. The term of this Agreement shall commence from the effective date for a term of **3 months** and automatically renew for **one year terms** thereafter, unless terminated by either party for any reason upon five (5) days prior written notice without further obligation or liability except for the compensation earned by Consultant through such date of termination.
12. **Independent Contractor**. Consultant is an independent contractor and nothing in this Agreement shall be deemed to make Consultant an agent, employee, partner or joint venturer of Client. Neither party shall have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever. The Consultant is to use own judgment on any mentors or third parties introduced by the Client, and hereby releases, waives, discharges, and promises not to sue the Client on any such introductions or any activities that arise from such introductions
13. **Governing Law and Venue**. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to any rules of conflict of laws.

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The parties hereto agree to the foregoing as evidenced by their signatures below.

Agreed to by:

<p>Client: Aggregate Intellect Inc. Printed Name: Amir Feizpour</p> <p>Title: CEO</p> <p>Date: 2022-07-09 Address: 515 Legget Drive, Suite 800, Ottawa, Ontario, K2K 3G4</p> <p>Signature:</p>	<p>Consultant Printed Name: Jesse Passmore</p> <p>Title: Community Success Manager</p> <p>Date: 2022-07-09 Address: 26 Curling Road Bracebridge, Ontario, P1L 1M6</p> <p>Signature: </p>
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