



freelance agreement

The following confirms the agreement between **Uyen Hoang** ('Freelancer'), and MEC Canada (Mediaedge:cia), a division of The Young & Rubicam Group of Companies, ULC (the "Freelance Agreement"):

1. The Freelancer is retained by MEC Canada (Mediaedge:cia) as an independent contractor to provide services and expertise to MEC or its client under the direction of Kristin Wozniak (and/or her assignees) with respect to the supporting **the Centrum Multi-Vitamin Segmentation, Wave One project** and other duties as assigned (the "Assignment"). The Freelancer shall be free to devote such portion of his time, energy, efforts and skill as he sees fit, and to perform his duties when and where he sees fit, so long as he provides the services in a timely and professional fashion.
2. Freelancer will render to MEC one invoice for such services, which will be based upon the fee agreed in advance and provided below. It is acknowledged that the quantum of such payment will reflect MEC provision of office equipment, telephone and furnishings for Freelancer's use.
3. The fee payable by MEC to Freelancer will be **\$4,000.00** for services provided supporting **the Centrum Multi-Vitamin Segmentation, Wave One project**. The Freelance Agreement will be effective from **Sept. 11 to Sept. 27, 2017 (the "Term")**. Either MEC or the Freelancer may terminate this Freelance Agreement by providing 2 weeks written notice.
4. Should the Freelancer continue to provide services beyond the end of the Term in order to complete the Assignment, or due to other projects assigned, the Term of this Freelance Agreement shall be automatically renewed for an additional term of one week, and week to week thereafter. Otherwise, the Freelance Agreement shall conclude at the end of the Term.
5. As an independent contractor, Freelancer understands and agrees that he will be responsible for making timely remittance of installments directly to CRA for income taxes payable on his earned income and all other payments as required by the Income Tax Act and other applicable legislation. Further, Freelancer understands, acknowledges and agrees, that MEC, having retained his services as an independent contractor, will not make any deductions from Freelancer's invoices submitted to MEC, and will not remit any source deductions or employer contributions (including Employer's Health Tax, Canada Pension Plan or Unemployment Insurance premiums) on his behalf.
6. In the event that CRA, for whatever reason, seeks taxes on the Freelancer's Remuneration, the Freelancer agrees to indemnify MEC or its client, or any of its directors, officers and employees, the amount of any such taxes (including any applicable interest and penalties on the taxes) within 30 days of MEC or its client claiming such taxes from the Freelancer. The Freelancer further agrees that MEC or its client may set off an equal amount of such taxes (including any applicable interest and penalties on the taxes) from any Remuneration owed to the Freelancer.
7. Freelancer will be responsible for the payment of all union, society and similar professional fees required to be paid.
8. Freelancer confirms he is not an employee of MEC, and as an independent contractor, will neither be required nor entitled to participate in MEC company benefits offered only to MEC (Mediaedge:cia)

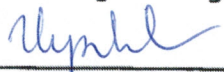
employees (i.e. Group Health, Life Insurance, Dental and Long Term Disability plans, paid vacation, paid statutory holidays and paid MEC.

9. MEC will reimburse the Freelancer for reasonable travel, hotel and meal expenses which are incurred in the fulfillment of the Freelancer's Assignment, provided that all travel arrangements are booked by MEC administrative personnel to ensure adherence to MEC travel policies. Except for as detailed below, MEC will not accept billing for travel time, travel expense, meals and entertainment, computer technology/internet fees, telephone fees, office supplies or any other related items not listed here unless agreed in writing by Nick Williams.
10. MEC may, at its own discretion, make available to the Freelancer, materials required in connection with his services, support services such as a laptop, office space, etc.
11. Although the official office hours of MEC are 8:30 a.m. to 5:00 p.m., Freelancer services will be dictated by the needs of MEC's clients and projects assigned. MEC requirements of Freelancer's services, therefore, may or may not coincide with MEC's official office hours. On an ongoing basis, MEC will inform Freelancer of when and where his services will be required. The Freelancer understands that as an independent contractor he is not eligible to receive overtime pay.
12. It is also understood that during the period of service to MEC, Freelancer will be free to render his services to any other of his clients, provided that the service to MEC's clients is not jeopardized. Specifically, Freelancer will not engage in providing services to clients that are directly competitive to MEC clients.
13. The Freelancer agrees to devote his best efforts to accomplish the Assignment for which he is rendering his services.
14. Freelancer agrees that any information received about MEC, or any of its clients is strictly confidential and proprietary to MEC or its clients. Freelancer understands and acknowledges that certain plans, campaigns and programs developed by MEC are proprietary and confidential to MEC.
15. Freelancer agrees not to use such confidential and proprietary information, other than for the purpose which is for the benefit of MEC and is necessary and incidental to the carrying out of his responsibilities for MEC. Freelancer agrees that he will not make copies of any of this information. Freelancer further agrees that he will not directly or indirectly disclose such information to any third party without the prior written consent of MEC.
16. Freelancer agrees to provide MEC with his valid H.S.T. registration number when charging H.S.T. to MEC. Where no H.S.T. is charged by Freelancer to MEC, Freelancer hereby certifies that he is not required by law to charge H.S.T. and is and will remain in compliance with H.S.T. legislation. Freelancer will advise MEC immediately upon a change in his status regarding the requirement to charge H.S.T.
17. It is further understood that this Freelance Agreement shall override any prior existing freelance agreement executed with MEC and any and all of its subsidiaries, and is for the period indicated below unless terminated upon earlier by MEC upon the giving of four weeks' written notice.
18. This Freelance Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.


I, Thi Lam Uyen Hoang (Freelancer), confirm that I have read and understand and acknowledge having received a true copy of the foregoing Freelance Agreement.

Dated at Toronto, Ontario this 14 day of September, 2017.

Acknowledged and agreed:


Freelancer Signature

Thi Lam Uyen Hoang
Freelancer Name (Please Print)

MEC:

CFO's Signature

Nick Williams
Name (Please Print)

Freelancer HST Registration No.:

Rate: \$4,000.00 for the project
Assignment: Centrum Multi-Vitamin Segmentation, Wave One project
Duration: Sept. 11 – 27, 2017
Invoices: 1 invoice to be submitted in amount above
Time Sheets: () Yes (X) No