

CONSULTING AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective on May 27, 2014

BETWEEN:

VZM Consulting Inc.
22 Southport St, APT. #: 924, Toronto, Ontario, M6S 4Y9
(the "**Consultant**")

– and –

S.i. Systems Partnership
Suite 250, 2 Robert Speck Parkway Mississauga, L4Z
(the "**Company**") (Collectively the "**Parties**")

WHEREAS the Company wishes to engage the Consultant to provide consulting services (the "**Services**") to **D+H LIMITED PARTNERSHIP** (the "**Client**") on behalf of the Company, the specific details of which are to be agreed to by the Consultant and the Client;

AND WHEREAS the Parties wish to set out the terms of the engagement of the Consultant as an independent contractor as set forth herein;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

PAYMENT, TERM, INVOICING, EXPENSES, TAXES AND SERVICE PROVIDER

1. The Consultant will make **Vasile Zavizion** (the "**Approved Representative**") available to the Company for the purpose of providing the Services to the Client. The Consultant will be paid only for Services provided by the Approved Representative in accordance with the following fee schedule for the following term (the "**Term**"):

Description	Pay Rate	Start Date	End Date
Regular	CDN \$ 60.00 Per Hour plus any applicable GST or HST	May 27, 2014	Dec 31, 2014

2. The Consultant covenants that it will make commercially reasonable efforts to ensure that the Approved Representative will conduct itself in accordance with the rights and obligations contained in this Agreement. The Services are to be provided only by the Approved Representative. The Consultant may, subject to the prior written consent of the Company, change the Approved Representative.

3. The Consultant can utilize any internal processes for recording of timesheets, taxes, expenses or other record keeping and documentation, but must submit an Authorized Timesheet (as defined below) via the S.i. Systems website as an e-timesheet, other authorized timesheet or Client Vendor Management System ("VMS") (the "**Submission Procedures**") for payment. If the Client uses a VMS, the Authorized Timesheet may be submitted by the Client on the Consultant's behalf. Each Authorized Timesheet shall accurately record the time spent on behalf of the Client performing productive project related tasks, and be in the form as approved by the Company.

4. The Consultant will only be entitled to payment for Services recorded in a timesheet or approved substitute, that has been explicitly approved by an authorized Client representative (an "**Authorized Timesheet**").

Payment will be made by Electronic Funds Transfer ("EFT") on the 5th business day following the end of the semi-monthly period in which Services are performed and in respect of which Authorized Timesheets are received. To process any payment, Si must receive an Authorized Timesheet through the Submission Procedures no later than 3:00 PM MST on the 2nd business day following the end of the applicable semi-monthly pay period (the "Timesheet Deadline"). Authorized Timesheets received after this deadline will be paid in the next semi-monthly payment period.

Payment of expenses authorized by the Client, supported by relevant documentation where necessary, and incurred by the Consultant will be paid via EFT within 10 business days of receipt of all relevant documentation.

VALID CORPORATION, GST/HST REGISTRANT AND INDEPENDENT CONTRACTOR

5. The Consultant represents and warrants that it is a duly incorporated, valid and subsisting corporation under the laws of its jurisdiction of formation, capable of carrying on business for itself. As such, each of the Consultant and the Approved Representative are not, and shall be deemed not to be an employee of the Company. Nothing in this Agreement shall be construed to create a relationship of employer and employee between, on the one hand, the Company, the Client or any of their agents, employees, independent contractors, or other representatives, and on the other hand, the Consultant or its Approved Representative, or their employees, agents, contractors or other representatives (the "**Personnel**").

6. The Consultant represents that it is a "Registrant" as defined in s. 123(1) of the Excise Tax Act (Canada) with respect to GST or HST and its registration number is **Pending**. The Consultant acknowledges that the Company shall not be able to make any payment hereunder unless and until it has been provided by email copies of the Consultant's certificate of incorporation and a void cheque, and the Consultant has provided its GST number to the Company.

7. The Consultant is an independent contractor and not an employee of the Company or the Client, and as such:

- a) shall maintain administrative services and an office separate from any workspace and support services provided by the Client or Company to the Approved Representative;
- b) shall control and define the manner in which the Services are provided, and shall be responsible to set the working hours of, and to provide supervision and direction to the Approved Representative;
- c) shall be free to provide Services to any other entity, provided that it complies with the terms hereof and does not: (i) prejudice the rights of the Company under this Agreement, or (ii) act in a manner that is prejudicial to the interests of the Client;
- d) neither it nor any of its Personnel, shall have the authority to enter into any binding or enforceable contract, or incur any liability on behalf of the Client or Company and such parties shall not represent such authority to any third party; and
- e) it shall: (i) be responsible for all taxes, liabilities, expenses and assessments in any way arising out of or relating to the Consultant's payment for the performance of the Services, and

(ii) to collect and remit, when payable, GST or HST in respect of the Services provided, and will, upon request provide proof of the same to the Company.

8. Without limiting in any way the foregoing, including but not limited to paragraph 7(e), if the Company is required by any governmental authority, at any time, to pay on the Consultant's or Approved Representative's behalf any assessments or GST or HST, the Consultant will, forthwith upon notice, reimburse the Company for such payment, together with interest and any penalties applicable to such assessments. The Consultant's obligations under this paragraph, without limiting any other rights or obligations in this Agreement will survive the termination of this Agreement and remain in effect thereafter.

INTELLECTUAL PROPERTY, CONFIDENTIALITY AND NON-COMPETITION

9. The Parties agree that all work products, materials, documents and intellectual property (including without limitation all computer programming, software, inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) and all intellectual property rights or other rights relating thereto and developed by the Consultant or Approved Representative during the course of, in connection with, or as a result of, the performance of any Services shall be the sole and exclusive property of, and owned by the Client, without any obligation to pay royalties, fees or other charges of any kind or description. Any moral rights that may exist in any of the foregoing are expressly waived by the Consultant.

10. The Consultant shall at all times, both during and after the Term, make best efforts to ensure it, and its Personnel maintain in confidence and do not disclose or permit disclosure (via any action or inaction) of any confidential information including all information (whether or not reduced to writing), received or acquired by the Consultant and its Personnel during the term of this Agreement, or incidental to the property, business, undertakings, or affairs of the Company or the Client, with the exception only of information which is public or becomes public information through no action of the Consultant.

11. During the Term and for the six months following termination of this Agreement, the Consultant agrees not to solicit, or accept, employment or consulting from the Client, either directly or indirectly, on its own account or on behalf of another, in respect of Services similar to those provided. The Consultant represents, warrants and covenants that its Personnel will similarly agree not to solicit, or accept, employment or consulting from the Client, either directly or indirectly, on its own account or on behalf of another, in respect of Services similar to those provided or contemplated.

PRIOR AGREEMENTS, TERMINATION AND CONTRACT VALIDITY

12. This Agreement replaces and supersedes any prior agreement between the Company and Consultant.

13. This Agreement is a periodic consultancy only for the Term in paragraph 1. If at the end of the Term, the Client wishes to engage the Company for additional work and the Company wishes to, at its sole discretion, engage the Consultant in a new Agreement, the Company guarantees that any rate increase offered from the Client to the Company, will be added 100% exclusively to the Pay Rate of the Consultant. Any and all potential Pay Rate increases are therefore conditional on the Client

increasing the rate it pays the Company.

14. This Agreement can only be terminated: (a) by the Company or the Consultant on **7** days notice for any reason; (b) immediately by the Company if the Client terminates its contract for Services with the Company for any reason; or (c) immediately by the Company for cause or breach of any term by the Consultant; or (d) automatically on expiry of the Term.

15. Immediately upon termination or expiry of this Agreement, the Consultant shall deliver to the Company or its designate all originals and copies of any documentation relating to the Services or this Agreement and any other Confidential Information in such parties possession or control.

16. If any covenant or provision contained in this Agreement is found to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

Dated at Mississauga this _____ day of _____, _____.

VZM Consulting Inc.
(The Consultant)
Per:

**S. I. SYSTEMS PARTNERSHIP by
its general partnership
S.I. SYSTEMS LTD.**
Per:

Vasile Zavizion

Alan Leyderman
Account Executive

Contract ID 45358

This Contract was entered into on behalf of VZM Consulting Inc. electronically in Mississauga this 15th day of April, 2014 by user vzavizion@yahoo.com via the S.i. Systems secure web portal.

Document History

1. E-Contract sent to Vasile Zavizion web account by Alan Leyderman
07:18 AM MST on 15 Apr, 2014
2. Notification email sent to vzavizion@yahoo.com
07:19 AM MST on 15 Apr, 2014
3. Contract Acceptance flow entered
03:02 PM MST on 15 Apr, 2014
4. Accepted
03:03 PM MST on 15 Apr, 2014