

# CONSULTING AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective on Feb 23, 2016

## 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 **Citi Canada Technology Services ULC** (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 \$ <b>68.00 Per Hour</b> plus any applicable GST or HST	<b>Feb 23, 2016</b>	<b>Dec 31, 2016</b>

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**").