

**TEVANO SYSTEMS INC.**

**AMENDED AND RESTATED CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is dated October 31, 2020 (the “**Effective Date**”),

**BY AND BETWEEN:**

**TEVANO SYSTEMS INC.**, a company incorporated under the laws of the Province of British Columbia.

(the “**Company**”),

**AND:**

**JOHN WELSH**, a businessperson residing in the Province of British Columbia.

(“**Consultant**”)

(each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”)

**WHEREAS:**

- A. The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below.
- B. The Company retained the Consultant for certain services, pursuant to a consulting agreement, dated as effective as of April 1, 2018 (the “**Original Agreement**”).
- C. The Parties desire to amend and restate the Original Agreement to make the modifications set forth herein (it being understood by the parties that this amendment and restatement shall not affect any prior payments made pursuant to the Original Agreement).

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

**1. Services and Compensation**

1.1 *Affiliates and Subsidiaries*. The Consultant acknowledges and agrees that the Services, defined below, include similar services for the Company’s affiliates, including any parent or subsidiary companies, or any other companies under common control, of or with the Company (collectively, with Company, the “**Group**”), as requested by the Company from time to time, and that such services are performed for the Company as part of the Services without further compensation by any other member of the Group. To the extent that this Agreement refers to obligations or restrictions owed to the Company, such references will be read to include such members of the Group for whom the Consultant performs hereunder. Without restricting the above, Tevano Systems Inc., a British Columbia company, and Tevano USA, Inc., a Nevada limited liability corporation, is a part of the Group for which the Consultant will perform Services.

1.2 *Services*. Consultant shall perform the services described in Exhibit A (the “**Services**”) for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant’s performance of the Services.

## 2. Confidentiality

**2.1 Definition of Confidential Information.** “**Confidential Information**” means any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s, its affiliates’ or subsidiaries’ products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries to the Consultant, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant’s then- contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

**2.2 Nonuse and Nondisclosure.** During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) subject to Consultant’s right to engage in Protected Activity (as defined below), disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Company, except that Consultant may disclose Confidential Information to any third party on a need-to-know basis for the purposes of Consultant performing the Services; provided, however, that such third party is subject to written non-use and non-disclosure obligations at least as protective of Company and the Confidential Information as this Section 2. Consultant may also disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Consultant agrees that Consultant’s obligations under this Section 2.2 shall continue after the termination of this Agreement.

**2.3 Other Client Confidential Information.** Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company’s premises or transfer onto the Company’s technology systems any unpublished document, proprietary information, or trade

secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

2.4 **Third Party Confidential Information.** Consultant recognizes that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

### 3. Ownership

3.1 **Assignment of Inventions.** Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions.

3.2 **Pre-Existing Materials.** Subject to Section 3.1, Consultant will provide the Company with prior written notice if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest, prior to, or separate from, performing the Services under this Agreement ("**Prior Inventions**"), and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by any third party into any Invention without Company's prior written permission, including without limitation any free software or open source software.

3.3 **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "**moral rights**," "**artist's rights**," "**droit moral**," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

3.4 **Maintenance of Records.** Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry

and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company's request, Consultant shall deliver (or cause to be delivered) the same.

**3.5 Further Assurances.** Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant's obligations under this Section 3.5 shall continue after the termination of this Agreement.

**3.6 Attorney-in-Fact.** Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any Canadian, United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.1, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest and shall be irrevocable.

#### **4. Conflicting Obligations**

4.1. Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

4.2 In light of the unique and specialized nature of Consultant's services, Consultant shall have the right to subcontract the performance of any Services only with the prior written permission of the Company.

#### **5. Return of Company Materials**

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 3.4 and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

#### **6. Term and Termination**

6.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter until October 31, 2023 (the "**Term**"), unless terminated earlier in accordance with the provisions of Section 6.2 below. Thereafter, the Term shall be automatically renewed for successive periods of one year each, unless

- (a) The Company or the Consultant shall have given 90 days' prior written notice of intent to terminate this Agreement at the end of the then-current Term (references herein to the "**Term**" of Consultant's engagement shall include references to the initial and to any renewal or extended Terms of this Agreement), or
- (b) Consultant's engagement is sooner terminated in accordance with the provisions of Section 6.2 below.

6.2 **Termination.** This Agreement may be terminated during the Term as follows:

- (a) Automatically upon the death or total and permanent disability of the Consultant (for this purpose, "**disability**" shall refer to a physical, mental or emotional condition that renders the Consultant unable to perform his obligations as set forth in this Agreement for any significant period of time during the Term);
- (b) The Company may summarily terminate the Consultant's employment for any material breach by the Consultant of any of the Consultant's covenants under this Agreement;
- (c) The Company may terminate the Consultant's engagement without notice for "**Cause.**" For purposes of this Agreement, "**Cause**" is defined as: (a) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Consultant with respect to Consultant's obligations or otherwise relating to the business of Company; (b) any acts or conduct by Consultant that are materially adverse to Company's interests; (c) Consultant's material breach of this Agreement that is not cured within 30 days of receipt of written notice from the Company; (d) Consultant's breach of Company's Protection of Corporate Interests Agreement; (e) Consultant's conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime of moral turpitude or that otherwise negatively impacts Consultant's ability to effectively perform his duties hereunder; or (f) Consultant's willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors; or
- (d) Either Party may terminate this Agreement upon giving the other Party thirty (30) days' written notice of such termination pursuant to Section 15.7 of this Agreement.
- (e) If the Company terminates this Agreement other than for Cause (as defined above), the Consultant shall be entitled to receive continuing compensation as set out in Section 3 of Exhibit A attached to this Agreement, as then in effect, for the remaining Term outstanding of this Agreement, to be paid at the Company's discretion (i) in accordance with the terms set out in Section 3 of Exhibit A; or (ii) in a lump sum within thirty (30) days of such termination.

6.3 **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

- (a) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Section 1 of this Agreement; and
- (b) Section 2 (Confidentiality), Section 3 (Ownership), Section 4.1 (Conflicting Obligations), Section 5 (Return of Company Materials), Section 6 (Term and Termination), Section 7 (Independent Contractor; Benefits), Section 8 (Indemnification), Section 9 (Non-solicitation), Section 10 (Limitation of Liability), Section 11 (Arbitration and Equitable Relief), Section 12

(Noncompetition), Section 13 (21. Protection of Corporate Interests Agreement), Section 14 (Reasonableness) and Section 15 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

## 7. Independent Contractor

It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance except as otherwise provided for in this agreement. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all statutory withholdings such as income tax, Canada Pension Plan, Employment Insurance and Worker's Compensation obligations.

## 8. Indemnification

Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees, contractors or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees, contractors or agents of any of the covenants contained in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole, or in part, from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

## 9. Non-solicitation

To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement for any reason (the "**Restricted Period**"), Consultant will not, without the Company's prior written consent, directly or indirectly, solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. Consultant agrees that nothing in this Section 9 shall affect Consultant's continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, Consultant's obligations under Section 2.

## 10. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF

ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

## 11. Arbitration and Equitable Relief

11.1 *Arbitration.* IN CONSIDERATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY AND CONSULTANT'S RECEIPT OF THE COMPENSATION AND OTHER BENEFITS PAID TO CONSULTANT BY COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE RULES OF BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE ("BCICAC RULES") AND PURSUANT TO THE PROVISIONS SET FORTH IN THE ARBITRATION ACT (BRITISH COLUMBIA) (THE "BCAA") AND PURSUANT TO BRITISH COLUMBIA LAW. CONSULTANT MAY BRING A PROCEEDING AS A PRIVATE PARTY AS PERMITTED BY LAW. THE BCICAC RULES GOVERNS THIS AGREEMENT AND SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE BCAA AND BRITISH COLUMBIA LAW. CONSULTANT AGREES TO ARBITRATE ANY AND ALL COMMON LAW AND/OR STATUTORY CLAIMS UNDER LOCAL, PROVINCIAL, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER THE BRITISH COLUMBIA EMPLOYMENT STANDARDS ACT, CLAIMS RELATING TO EMPLOYMENT OR INDEPENDENT CONTRACTOR STATUS, CLASSIFICATION, AND RELATIONSHIP WITH THE COMPANY, AND CLAIMS OF BREACH OF CONTRACT, EXCEPT AS PROHIBITED BY LAW. CONSULTANT ALSO AGREES TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT TO ARBITRATE, BUT NOT TO DISPUTES ABOUT THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS AGREEMENT TO ARBITRATE OR ANY PORTION HEREOF OR THE CLASS, COLLECTIVE AND REPRESENTATIVE PROCEEDING WAIVER HEREIN. WITH RESPECT TO ALL SUCH CLAIMS AND DISPUTES THAT CONSULTANT AGREES TO ARBITRATE, CONSULTANT HEREBY EXPRESSLY AGREES TO WAIVE, AND DOES WAIVE, ANY RIGHT TO A TRIAL BY JURY. CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT.

11.2 *Procedure.* CONSULTANT AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY A SINGLE ARBITRATOR. CONSULTANT AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS APPLYING THE STANDARDS SET FORTH UNDER THE BRITISH COLUMBIA SUPREME COURT CIVIL RULES. CONSULTANT

AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY WHERE PROVIDED BY APPLICABLE LAW. CONSULTANT AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH BRITISH COLUMBIA LAW, INCLUDING THE BRITISH SUPREME COURT CIVIL RULES AND THE BRITISH COLUMBIA EVIDENCE ACT, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL BRITISH COLUMBIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE BCICAC RULES CONFLICT WITH BRITISH COLUMBIA LAW, BRITISH COLUMBIA LAW SHALL TAKE PRECEDENCE. CONSULTANT FURTHER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN VANCOUVER, BRITISH COLUMBIA.

11.3 *Remedy*. EXCEPT AS PROVIDED BY THE BCAA AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN CONSULTANT AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE BCAA AND THIS AGREEMENT, NEITHER CONSULTANT NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

11.4 *Availability of Injunctive Relief*. IN ACCORDANCE WITH PART 10 – PROPERTY AND INJUNCTIONS OF THE SUPREME COURT CIVIL RULES, THE PARTIES AGREE THAT ANY PARTY MAY ALSO PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF ANY AGREEMENT REGARDING INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION OR NONINTERFERENCE. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

11.5 *Administrative Relief*. CONSULTANT UNDERSTANDS THAT EXCEPT AS PERMITTED BY LAW THIS AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING CERTAIN ADMINISTRATIVE CLAIMS WITH LOCAL, PROVINCIAL, STATE OR FEDERAL ADMINISTRATIVE BODIES OR GOVERNMENT AGENCIES SUCH AS THE BRITISH COLUMBIA HUMAN RIGHTS TRIBUNAL, THE BRITISH COLUMBIA EMPLOYMENT STANDARDS BRANCH, THE BRITISH COLUMBIA LABOR RELATIONS BOARD, OR WORKSAFE BRITISH COLUMBIA. THIS AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM BRINGING ANY ALLEGED WAGE CLAIMS WITH THE EMPLOYMENT STANDARDS BRANCH. LIKEWISE, THIS AGREEMENT DOES PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY ADMINISTRATIVE CLAIMS, EXCEPT AS PERMITTED BY LAW.

11.6 *Agreement Voluntary*. CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS CAREFULLY READ THIS AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF



THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT CONSULTANT IS WAIVING CONSULTANT’S RIGHT TO A JURY TRIAL. FINALLY, CONSULTANT AGREES THAT CONSULTANT HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT’S CHOICE BEFORE SIGNING THIS AGREEMENT.

**Initial Consent “JW”  
to Section 11:** \_\_\_\_\_

## 12. Noncompetition

12.1 In this Section 12, “Group” means the Company and Tevano U.S.A., Inc.

12.2 *Services to Competitors.* The Consultant shall not at any time during the Term of Agreement or for a period of one year thereafter, render any services, directly or indirectly for any Competitor (as defined below).

12.3 *Interactions with Employees.* The Consultant shall not, at any time during the Term of the Agreement or for a period of one year thereafter, directly or indirectly influence or attempt to influence, either directly or indirectly, any employee or consultant of the Company or any employee or consultant to the Group to leave or terminate such individual’s employment or service with the Group.

12.4 *Definition of Competitor.* For purposes of this Agreement, the term “**Competitor**” shall mean any individual (including the Consultant) or entity that at any time is directly or indirectly (for example, through an affiliated or controlled individual or entity) engaged in or about to engage in (i) the manufacture, sale or servicing kiosks, digital signage point of sale equipment, cash handling equipment, and point of interaction equipment in any geographic locality that was served by the Group, or that the Group proposed to serve, at any time during the Term of Consultant’s engagement, including, without limitation, all of North, South and Central America or (ii) any other business that the Company engages in during the term of Consultant’s engagement.

12.5 *Interactions with Customers.* The Consultant shall not at any time during the Term of the Agreement with the Company or for a period of one year after the termination of the Agreement with the Company directly or indirectly influence or attempt to influence, either directly or indirectly, any customer or client of the Group to discontinue using the services of, or to cancel or fail to renew a contract with, the Company or an affiliate of the Company.

## 13. Protection of Corporate Interests Agreement.

This Agreement is entered into concurrently with the protection of corporate interests’ agreement (the “**POCI**”) between the Company and the Consultant, a form of which is attached to this Agreement as exhibit B and is hereby incorporated by reference and forms an integral part hereof.

## 14. Reasonableness.

The Consultant agrees that:

14.1 *Reasonableness.* All restrictions contained in Section 12 and in the POCI are reasonable and valid in the circumstances and all defences to the strict enforcement thereof by the Company are hereby waived by the Consultant,

14.2 *Separate and Distinct Covenants.* Each of the restrictions contained in Section 12 or the POCI are each separate and distinct covenants, severable one from the other and if any such covenant or covenants

are determined to be invalid or unenforceable, such invalidity or unenforceability will attach only to the covenant or covenants as so determined and all other such covenants will continue in full force and effect, and

14.3 ***Injunctive Relief.*** Monetary damages for any breach Section 12 or the POCI would be inadequate for the immediate and irreparable harm that would be suffered by the Company for any such breach, and so, on any application to a court, the Company will be entitled to immediate temporary and permanent injunctive relief against the Consultant without the necessity of proving actual damage to the Company and the Consultant agrees to pay all costs and attorneys' fees incurred by the Company in obtaining such injunctive or other relief.

## 15. Miscellaneous

15.1 ***Governing Law; Consent to Personal Jurisdiction.*** This Agreement shall be governed by the laws of the Province of British Columbia, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the provincial courts located in British Columbia.

15.2 ***Assignability.*** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

15.3 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

15.4 ***Headings.*** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

15.5 ***Severability.*** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

15.6 ***Modification, Waiver.*** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

15.7 ***Notices.*** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other

address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 15.7.

(a) If to the Company:

1303 – 1030 W. Georgia Street  
Vancouver, British Columbia V6E 2Y3  
*Attention:* David Bajwa, CEO

(b) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

**15.8 Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

**15.9 Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

**15.10 Applicability to Past Activities.** Consultant agrees that if and to the extent that Consultant provided any services or made efforts on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant's involvement with the Company, that would have been "**Services**" if performed during the term of this Agreement (the "**Prior Consulting Period**") and to the extent that during the Prior Consulting Period: (i) Consultant received access to any information from or on behalf of Company that would have been "**Confidential Information**" if Consultant received access to such information during the term of this Agreement; or (ii) Consultant (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant's involvement with Company, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention if incorporated into such item during the term of this Agreement; then any such information shall be deemed Confidential Information hereunder and any such item shall be deemed an Invention or Prior Invention hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement. Consultant further acknowledges that Consultant has been fully compensated for all services provided during any such Prior Consulting Period.

**15.11 Protected Activity Not Prohibited.** Consultant understands that nothing in this Agreement shall in any way limit or prohibit Consultant from engaging in any Protected Activity. For purposes of this Agreement, "**Protected Activity**" shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission ("**Government Agencies**"). Consultant understands that in connection with such Protected Activity, Consultant is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Consultant agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Consultant further understands that "**Protected Activity**" does not include the disclosure of any

Company attorney-client privileged communications. Pursuant to the *Defend Trade Secrets Act of 2016*, Consultant is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement with an effective date as of the date first written above.

**TEVANO SYSTEMS INC.**

**CONSULTANT**

**By:** “David Bajwa”

**By:** “John Welsh”

**Name:** David Bajwa

**Name:** John Welsh

**Title:** CEO and Director

**Title:** Corporate Development Officer  
of Tevano Systems Inc.

**Address for Notice:**

[Redacted]

[Redacted]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**SERVICES AND COMPENSATION**

1. **Contact.** Consultant's principal Company contact:

**Name:** John Welsh

**Title:** Corporate Development Officer

**Email:** [Redacted]

**Phone:** [Redacted]

2. **Services.**

2.1 *Services.* The Consultant shall serve as a Corporate Development Officer (the "**CDO**") of the Company and shall perform the duties and services prescribed herein and as may be prescribed from time to time by the Board of Directors of the Company or any duly authorized committee thereof (the "**Board**"). The Consultant will have the obligation, duties, authority and power to do all acts and things as are customarily done by persons holding the positions of CDO or performing duties similar to those performed by the CDO in corporations of similar size and engaged in similar business to that of the Company. The Consultant shall perform such duties to the best of his ability and in a diligent and proper manner. The Consultant acknowledges that it may be required to travel in order to provide the Services.

2.2 *Specific Authority and Responsibility.* Not in limitation of the authority and responsibility of the position as described in section 2.1, Consultant shall perform any special duties assigned or delegated to Consultant by the Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") and, unless otherwise directed by the CEO, shall:

- (a) Report directly to the CEO and will keep the CEO informed of all matters concerning the Services as requested by the CEO from time to time;
- (b) Support fundraising processes through introductions to broker dealers, institutional investors, and family officers, and conducting key diligence analyses, and partnering with legal on deal execution;
- (c) Partner with company leadership to drive complex, cross-functional strategic initiatives that impact all aspects of the business and organization;
- (d) Execute merger and acquisition and strategic investment processes from end-to-end, including sourcing opportunities, conducting financial analysis, structuring and negotiating transactions, due diligence, and integrating targeted businesses/joint ventures;
- (e) Manage valuation analyses; determine appropriate valuation methodologies; and building and reviewing financial models built by team members;
- (f) Identify opportunities to leverage the strengths of the Company investor base to add strategic value to the Company;
- (g) Build strategic relationships with key stakeholders in the tech, cannabis and finance ecosystems, including investors, large corporates, and other startups, to stay on top of industry trends and the fintech competitive landscape;
- (h) Collect and report information on all competitive activity, business opportunities, voice of customer, sales trends and results within the assigned market providing input during monthly business review;
- (i) Provide insightful analysis on strategic plans, business development projects, competitive dynamics and future market development;

- (j) Monitor targeted domestic and international market developments to keep the Company alive to near and longer term opportunities;
- (k) Travel, as necessary to attend exhibitions/meetings abroad to represent the Company; and
- (l) Work with finance and operations teams to conduct analysis and create deliverables for board meetings and key investor updates.

**2.2 Compliance with Law and Regulation; Non-contravention.** The Consultant shall comply with all laws, rules, regulations of any governmental or regulatory body having jurisdiction of any phase of the Services performed hereunder. The Consultant shall indemnify, defend, and save the Company and the Group harmless from and against all claims, damages and liability which may result from the Consultant's failure to comply with this Agreement. The Consultant represents and warrants that the execution of this Agreement, performance of the services described herein and compliance by the Consultant with the provisions of this Agreement will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, any indenture, agreement, or other instrument to which the Consultant is a party or by which the Consultant may be bound; nor will any such action result in any violation of any provision of any applicable law, judgment, order, rule, or regulation of any court or governmental authority.

**3. Compensation.** The parties agree that fees for the Services and any subsequently agreed upon Services to be provided shall be paid to Consultant as follows:

**3.1 Cash Compensation.** The Company shall pay to the Consultant, on the last day of each calendar month (or, if such day is not a business day, then the immediately succeeding business day) during the Term, a cash consulting fee in the amount of USD\$7,500.00 per month.

**3.2 Benefits.** At the request of the Consultant and because it is more cost effective for the parties, and although the Consultant is not employed by the Company, the Company will provide the Consultant with access to the Company's group benefit plans which covers: life insurance, dependent life insurance, accidental death and dismemberment insurance, extended medical health insurance, dental insurance, long-term disability insurance and critical illness insurance. The parties confirm that nothing in this paragraph is intended to make the Consultant an employee of the Company.

**3.3 Equity Compensation.** In addition to the cash compensation above, the Company will issue 34,709 restricted common stock ("**Shares**") at a deemed value of \$0.20 per share to the Consultant each month for a twenty-four month period. All references to the number of Shares in above shall be adjusted to reflect any split, dividend or other change in the Shares which may be made after the date of this Agreement.

In the event the Company terminates this Agreement without Cause as defined in subsection 6.2(c) of the Agreement, the Company will issue all Shares not yet issued under this Agreement to the Consultant. If Consultant is terminated with Cause, or resigns, Consultant shall not be entitled to any unissued Shares contemplated by this subsection as of the date of the Consultant's termination.

All Shares will be subject to such restrictions, legends and other conditions as reasonably determined by the Company, at least including those required by law, regulator or listing authority, including, without limitation, any escrow requirements imposed on the shares in accordance with the policies of the Canadian Securities Exchange. The Consultant shall be responsible for all applicable taxes associated with the issuance of the Shares.

**3.4 Reimbursement of Expenses.** The Consultant shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him in performing services hereunder during the Term, in accordance with the Company's standard expense reimbursement policies and procedures as then in effect.

In addition, the Company will provide the Consultant with expense reimbursement, in accordance with the Company's standard expense reimbursement policies and procedures. Reimbursement for travel expenses will only be made for travel approved in advance by the Company, in accordance with such policies and procedures as the Company may from time to time prescribe for such purposes.

This Exhibit A is accepted and agreed with an effective date of October 31, 2020.

**TEVANO SYSTEMS INC.**

**CONSULTANT**

**By:** “David Bajwa”

**By:** “John Welsh”

**Name:** David Bajwa

**Name:** John Welsh

**Title:** CEO and Director

**Title:** Corporate Development Officer  
of Tevano Systems Inc.

## EXHIBIT B

### TEVANO SYSTEMS INC. ("COMPANY") PROTECTION OF CORPORATE INTERESTS AGREEMENT

As a fundamental term and condition of my engagement with Company, part of the Tevano group of entities (collectively, including Company, and their respective parents, subsidiaries and affiliated entities, the "**Group**"), and in consideration of my access to and receipt of information, intellectual property and resources of the Group as well as the agreement of Company to provide compensation as set out in the agreement defining my relationship, all acknowledged by me to be good and sufficient, I agree with Company as follows:

1. **Effectiveness.** This Agreement is effective as of the date of signature as set out below (the "**Effective Date**"), but applies to all Confidential Information and Inventions (each as defined below) as and from the earliest date that I performed services or service for Company or any of the Group, whether as a contractor, consultant, advisor, employee, officer, director or otherwise (the "**engagement**").

2. **Confidential Information.** In this Agreement, "**Confidential Information**" means and includes any data, proprietary information, trade secrets, know-how, inventions, research and development, techniques, materials, training, products, technology, prototypes, computer programs, hardware configuration information, specifications, drawings, schematics, sketches, patent applications, patent application drawings, manuals, computer software, software source documents, test results, technical data, genetic data, advertising, tools, systems, methods of use, processes, programs, marketing plans, sales plans, product plans, business plans, strategies, business partners and relationships, business operations and methods, financial information, products, services, customers, customer lists, customer data, customer requirements, markets, developments, formulas, designs, engineering, finances, or other information disclosed or submitted to me, or made available for access by me, by or on behalf of any of the Group concerning the business of one or more of the Group, in each case (i) whether direct or indirect, (ii) regardless of the means or media of disclosure or access, (iii) whether the information is in writing or made available orally, visually, aurally, electronically or in any other form, and (iv) whether disclosed prior to, contemporaneously with or after the Effective Date. Company and I agree that it is our specific intent to define Confidential Information as broadly as possible within the permissible context of applicable law.

(a) **Acknowledgement.** During the term of my engagement, I acknowledge that one or more of the Group (or other parties on their behalf) will provide me with, and I will have access to, Confidential Information, and that such Confidential Information has been created and developed by the Group at substantial expense and is safe-guarded as trade secrets. Without limiting anything else in this Section 2 or in the definition of Confidential Information, I acknowledge and agree that Confidential Information includes all information made available to me by or on behalf of the Group that (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential or proprietary, or to have value in being kept confidential, (iii) is Third Party Information (as defined below), or (iv) is marked or indicated as proprietary or confidential. "**Confidential information**" shall not include information that is or becomes available to the public unless it becomes public as a result of a disclosure in violation of this agreement.

(b) **Disclosure or Misuse of Confidential Information.** I will not, at any time during my engagement or thereafter, directly or indirectly disclose, furnish, or make accessible to any person, or make use of, any Confidential Information, except as expressly authorized by Company in writing. I will protect the Confidential Information as strictly confidential using at least the same standard by which I treat my most confidential information, but in any event never less than a reasonable degree of care (which standard of care includes my adherence to any policies respecting



the treatment of Confidential Information made available to me by the Group from time to time), and I will take all steps necessary to safeguard the Confidential Information from unauthorized disclosure as set out in this Agreement. Without restricting the generality of that, I will not directly or indirectly (a) copy, reproduce or use any of the Confidential Information except as strictly necessary to make any disclosure permitted by this Agreement or to carry out the duties of my engagement, (b) develop, manufacture, produce or distribute any software or hardware product or other technology derived from, or that otherwise uses, any Confidential Information, other than for the Group's benefit, or (c) disclose any Confidential Information except strictly to authorized Company directors, officers, consultants, attorneys, accountants, advisors or personnel and only where disclosure is necessary in connection with the duties of my engagement.

(c) **Restricted Information.** I will not, during my engagement, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer (or other person to whom I have an obligation of confidentiality), and I will not bring onto any Group entity premises any unpublished or proprietary documents or information of such person unless consented to in writing by Company and that person.

(d) **Third Party Information.** I understand that the Group has received and in the future will receive from third parties confidential or proprietary information subject to a duty of confidentiality by the Group (collectively, "**Third Party Information**"). During the term of my engagement and thereafter, I will hold such Third Party Information in the strictest confidence and will not disclose it to anyone other than personnel of the Group who need to know it in connection with their work for the Group, nor will I use it except in connection with the proper performance of my duties for the Group.

(e) **Required Disclosures.** I understand that from time to time I may be subject to legally-binding requirements (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) to disclose Confidential Information to a court, regulator, or other authority having jurisdiction over me. If so required, I understand that I may only disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that I first (unless prohibited by such applicable law) provide Company with written notice as soon as practicable in the circumstances so that the Group may contest the disclosure or seek an appropriate protective order, and further provided that I cooperate reasonably and in good faith with the Group in its efforts to prevent, restrict or contest such required or requested disclosure.

(f) **Exceptions.** My obligations to Confidential Information do not apply to information that (i) is at the time of disclosure generally known in the industry of the Group without an obligation of confidentiality; (ii) is now or subsequently becomes generally available to the public through no wrongful act or omission by me; (iii) I rightfully had in my possession prior to my engagement or my access to the Confidential Information; or (iv) I acquire from a third party who has the right to disclose it to me without an obligation of confidentiality after the term of my engagement.

3. **Inventions.** In acknowledgement of the parties' mutual intention that Company (or its designee) own all right, title and interest in and to all Inventions, I hereby represent, warrant and covenant as follows:

(a) **Definitions.** In this Agreement, "**Inventions**" means and includes any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks, Confidential Information, work product, data, and all tangible and intangible materials, in each case whether or not patentable or registrable under copyright or other intellectual property laws anywhere in the world, that I may (solely or jointly with others) conceive of, develop, create, improve, acquire, reduce to practice or otherwise make, refine or bring into existence, or cause any

of the foregoing to be done, whether or not during regular working hours and whether or not I am or was specifically instructed to do so, where: (i) it in any way relates to the present or proposed programs, services, products or business of the Group or to tasks assigned to me in relation to my engagement; or (ii) I, in any way, used any Group entity's property, products, processes, software or other resources, including any Confidential Information.

(b) **Assignment of Inventions.** I will promptly make full written disclosure to Company, will hold in trust for the sole right and benefit of Company (or its designee), and hereby assign to Company (or its designee), all of my right, title, and interest (including all intellectual property rights) in and to all Inventions. To the extent I may, by operation of law or otherwise, acquire any right, title or interest (including any intellectual property right) in or to any Inventions, I hereby irrevocably assign to Company (or its designee) all such rights, titles and interests (and by so acquiring any such right, title or interest, I will be deemed to have so assigned such rights, titles and interests by this written instrument). Furthermore, I waive for the benefit of the Group and any of their successors in interest any and all of my moral rights in and to all Inventions.

(c) **Further Acts.** During and after my engagement, upon the request of any Group entity, I will promptly execute and deliver to such Group entity all such assignments, certificates, and instruments as so requested, and will promptly perform such other acts, as the Group entity may from time to time in its discretion deem necessary or desirable to evidence, establish, maintain, perfect, enforce or defend any Company (or its designees') rights in Confidential Information or Inventions, provided that if the request requires that I undertake any travel or incur any costs in connection with performing such obligations after I am no longer engaged by any Group entity, Company or the relevant Group entity will reimburse me for my actual, reasonable, and documented costs incurred in connection therewith.

(d) **Third Party or Prior Inventions.** I agree not to introduce into any Inventions or any of the Group's products, processes, machines, software or services (or otherwise use in connection with the duties of my engagement) any inventions, original works of authorship, developments, improvements, data, work product or trade secrets in which I have any interest whatsoever (collectively, including any of the same that were made by me prior to or outside of my engagement, referred to as my "**Prior Inventions**"), or in which any third parties have any rights, titles or interests (collectively, "**Third Party Inventions**"), without first obtaining the written consent of Company in accordance with the Group's policies as disclosed to me from time to time. In connection with that, the following provisions apply, without limiting my obligation to provide advance notice:

(i) If I do so incorporate any Prior Invention, I hereby irrevocably grant (and by such action will be deemed to have granted, by this written instrument) a nonexclusive, sublicensable, royalty-free, irrevocable, perpetual, worldwide license to Company and each of the Group to make, modify, use, and sell (or have made, modified, used or sold) such Prior Invention as part of or in connection with its or their business as may exist from time to time. Attached hereto as Exhibit B.1 is a list describing all Prior Inventions that relate to any Group entity business, product, or research and development of which I am aware as of the date this Agreement is signed. Strictly to the extent disclosed on Exhibit B.1, such Prior Inventions are not assigned to Company under Section 3(b) but instead the license set out in Section 3(d) above applies; and I acknowledge, represent and agree that if no such list is attached, or if I have left Exhibit B.1 blank, that there are no such Prior Inventions.

(ii) If I do so incorporate any Third Party Invention, I will first provide Company with the relevant third party license thereto for its review and approval, at all times in accordance with the development policies of the Group.

(e) **Maintenance of Records.** I will keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my engagement. The records will be in the form of notes, sketches, drawings, and/or any other format that may be specified by the Group's policies from time to time, and I will make them available to, and they will be the sole property of, Company (or its designee) in accordance with this Section 3 as Company's Confidential Information.

(f) **Registrations.** I will at all times during and after my engagement assist the Group (or their respective designees), at their expense, in every proper way to secure all rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto in any and all countries, including: (i) the disclosure to Company of all pertinent information and data with respect thereto, and (ii) the execution of all applications, specifications, oaths, assignments, and all other instruments that the Group deem necessary to apply for and obtain such rights and to assign and convey to Company (or its designee), its successors, assigns, and nominees, the sole and exclusive rights, title, and interests (including all such rights) in and to such Inventions. I agree that it is my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers after the termination of this Agreement. If a Group entity is unable because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for any Canadian, United States or foreign patent, copyright or other registrations covering Inventions or original works of authorship assigned to the Group as set forth above, then I hereby irrevocably and unconditionally designate and appoint Company (or its successors in interest) and their duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications, and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me. This appointment is coupled with an interest in the Confidential Information and the Inventions and will survive my death or disability. I hereby quitclaim to the Group all claims of any nature whatsoever that I may now or hereafter have for infringement of any patents, copyright, trademark or other intellectual property or proprietary rights resulting from or relating to any such application for letters patent, copyright, or other intellectual property registration.

(g) **Acknowledgements.** Without limiting the foregoing, I hereby acknowledge and agree that: (i) to the extent applicable to me, all original works of authorship, including any Inventions, that are made by me (solely or jointly with others) within the scope of and during the period of my engagement and that are protectable by copyright, are "**works made for hire,**" as that term is defined in the United States Copyright Act, and Company is thereby the owner thereof (ii) the decision whether or not to commercialize or market any Invention to which I made any contribution whatsoever (whether solely or jointly with others) is within the Group's sole discretion and for the Group's sole benefit, and that no royalty will be due to me as a result of any efforts by the Group to commercialize or market any such Invention, and (iii) if my access, possession, use or creation of Confidential Information or Inventions should give rise to a business opportunity for the commercial exploitation thereof, any such exploitation by me (or my assisting any third party in so exploiting the same) other than for the sole benefit of the Group is strictly prohibited.

4. **Injunctive Relief.** In the event of a breach or threatened breach of this agreement by Employee, the Company shall be entitled to any and all remedies available in law or in equity, including, without limitation, specific performance, injunctive relief and/or monetary damages as well as attorneys' fees and costs incurred from pre-litigation to resolution. I acknowledge and agree that (a) the covenants made by me

in this Agreement are of a special, unique, and extraordinary character, (b) any breach or threatened breach of these covenants will cause irreparable injury to Company and other members of the Group for which money damages would be difficult or impossible to calculate, and (c) Company and other members of the Group would not have an adequate remedy at law for such breach or threatened breach. Accordingly, I agree that temporary injunctive relief would be appropriate remedies against any such breach or threatened breach, without bond or security; provided that nothing herein will be construed as limiting any other legal or equitable remedies that Company or, as intended third party beneficiaries, any Group entity, might have. The confidentiality terms of this Agreement will apply to any action for temporary injunctive relief under this Agreement, and the parties will ensure that any documents containing Confidential Information are filed under seal, and hereby agree to the entry of a protective order encompassing the confidentiality terms of this Agreement.

5. **Returning Group Documents.** On Company request at any time but in any event on the effective date my agreement for engagement by Company terminates, I will promptly deliver to Company (and will not keep in my possession, recreate, recover or deliver to anyone else) any and all Confidential Information of the Group, or other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to my engagement or otherwise belonging to the Group, including any Inventions of any nature or description (including any copies thereof), and including records maintained pursuant to Section 3(e). If and to the extent that any such property resides electronically on non-removable media that is not itself returned to Company or is otherwise not capable of return, I will deliver an electronic copy thereof to Company, but in any event will delete and destroy all such electronic copies and will not thereafter directly or indirectly permit or perform any recovery or restoration thereof, whether through forensics, archives, undeletion or otherwise without express, written permission of Company.

6. **Notification to Third Parties.** I hereby consent to the Group's notification to my new employer, to any prospective employer, or to any relevant third party, of the Group's rights, and my obligations, under this Agreement, even after I cease to be engaged for any reason, whether voluntary or involuntary.

7. **Successors; Third Party Beneficiary.**

(a) **Company's Successors.** Any successor to Company or any Group entity (as intended third party beneficiaries), whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation, or otherwise, of all or substantially all of its or their business and/or assets, will assume the rights and obligations afforded to Company or such Group entity under this Agreement, and I agree that their rights and my obligations under this Agreement will apply to such successors in the same manner and to the same extent as in the absence of a succession. For all purposes under this Agreement, (i) the term Group will include any successors to the Group's business and/or assets, and (ii) each of the Group (and their successors) will be deemed a third party beneficiary of this Agreement and entitled to enforce this Agreement (and seek any remedy hereunder) to the relating to its business, Confidential Information or Inventions. To the extent that the foregoing is not sufficient to avail any Group member of any legal or equitable right, benefit or remedy hereunder, Company irrevocably agrees that it holds the benefits and rights of such Group member as trustee and agent for and on behalf of the same, and acknowledges the direct right of the same to enforce the same, and will reasonably assist any Group member in enforcing such rights on its behalf.

(b) **Undersigned's Successors.** Without the written consent of Company, I will not assign or transfer this Agreement or any right or obligation under this Agreement to any other person. Notwithstanding the foregoing, the terms of this Agreement and my rights and obligations hereunder will enure to the benefit of, and will be binding on, my personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees.

(c) **Transfer.** If I become engaged by any of the Group other than Company, I acknowledge my intent that the terms of this Agreement will continue to govern, with such changes being made as necessary for such new Group entity employer or contractor.

8. **Notice.** The parties agree that all notices under this Agreement will be given in writing and will be served upon the person to whom the notice is addressed in the same manner as notices under my employment, contractor, advisor or engagement agreement. I will promptly notify Company if I become aware of any breach or violation of this Agreement by me or any other person, and will give the Group all reasonable assistance in connection therewith.

9. **Severability.** If a provision or term of this Agreement is determined to be invalid or unenforceable under any applicable law, this Agreement will be considered divisible and will become and be immediately amended to the extent necessary to be valid and enforceable. This Agreement, as so amended, will be valid and binding as though the invalid or unenforceable provision never had been included.

10. **Integration.** This Agreement (together with my employment, contractor, advisor or engagement agreement) represents the entire agreement and understanding between myself and the Group as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. Notwithstanding this, I acknowledge and agree that this Agreement is in addition to, and is not intended to replace or conflict with, any similar obligations that may exist between any of the Group and me with respect to Inventions or Confidential Information, including (a) other privacy, protection of personal information, non-disclosure, or confidentiality agreements in writing between the parties and relevant to my engagement or the subject matter thereof, or (b) statutory, civil, equitable, fiduciary or common law duties of confidentiality or privacy that may be owed by me to the Group, or remedies that the Group may have against me (“**Concurrent Obligations**”). If there is any necessary conflict or inconsistency between the Concurrent Obligations and this Agreement, the provisions that are the most protective of the Group’s rights, titles and interests in and to Inventions or Confidential Information of the Group will prevail in order to resolve the same. Nothing in this Agreement will be construed as defining my duration of engagement, or limiting in any way the right of Company or me to terminate my engagement pursuant to the terms of my employment, contractor, advisor or engagement agreement.

11. **Interpretation.** Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement. Except as the context requires, the word “**including**” is not meant to be limiting (whether or not used with phrases such as “**without limitation**” or “**but not limited to**”) and the word “**or**” is not meant to imply an exclusive relationship between the matters being connected. Any amount payable under this Agreement will be paid in Canadian currency. Unless the context requires otherwise, a reference to any legislation means that legislation and any regulations promulgated thereunder, in each case as amended from time to time, and a reference to a “**person**” includes unless the context requires otherwise means any person or entity, including any individual, person, organization, firm, corporation, partnership or business.

12. **Survival.** The provisions of this Agreement will survive the termination of my engagement for any reason, whether voluntary or involuntary, as well as the assignment of this Agreement by Company to any successor in interest or other assignee. The provisions of this Agreement will continue to apply to me notwithstanding any change in my position, duties, salary, reporting role, or any of other factual underpinnings of my engagement, as all amendments to this Part must be expressly made in writing as set out in Section 14.

13. **Waiver.** Failure of any party to insist upon strict compliance with any of the terms, covenants, and conditions in this Agreement will not be deemed waiver or relinquishment of the right to subsequently insist upon strict compliance with such term, covenant, or condition, or a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

14. **Amendments.** No amendment of any of the provisions of this Agreement will be binding unless in writing and signed by the party against whom enforcement of any such amendment is sought. For greater certainty, employee manuals, policies, or similar items issued from time to time by the Group do not form part my employment, contractor, advisor or engagement agreement or modify the terms of this Agreement in any way and are included for clarification only.

15. **Governing Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without reference to choice of law rules. Without limiting the Group’s ability to seek injunctive relief from any applicable court of competent jurisdiction under Section 4, I agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the provincial and federal courts located in Vancouver, British Columbia, Canada.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which together will constitute one and the same instrument.

**IN WITNESS OF WHICH,** I have executed this Agreement, intending to be legally bound by it with Company, with an effective date as of the,

31st day of October, 2020.  
(date) (month) (year)

Signature: “John Welsh”

First Name: John Last Name: Welsh

Date of Signature: October 31 , 2020



EXHIBIT B.1

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP  
(OWNERSHIP RETAINED BY ME, LICENSED TO COMPANY IF USED IN MY WORK)

| Title | Date | Identifying Number or Brief Description |
|-------|------|---|
|       |      |   |
|       |      |   |
|       |      |   |
|       |      |   |
|       |      |   |
|       |      |   |
|       |      |   |
|       |      |   |

(if blank, the above table is interpreted to read “none”)

31st day of October, 2020.  
*(date)* *(month)* *(year)*

Signature: “John Welsh”

First Name: John Last Name: Welsh

Date of Signature: October 31, 2020