

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

VEGASTE TECHNOLOGIES CORP.

(hereinafter called the "Company")

and

DOLLINGER INNOVATIONS INC.

(hereinafter called the "Contractor")

WHEREAS, the Company wishes to retain the services of the Contractor and the Contractor has agreed to provide services on the terms and conditions hereinafter set forth.

AND WHEREAS the Company and the Contractor (individually, a "Party" and together, the "Parties") intend this Independent Contractor Agreement (the "Agreement") to set forth their respective rights and obligations with respect to the engagement of the Contractor.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

1. RELATIONSHIP

1.1 The Parties agree that the relationship of the Contractor to the Company created by this Agreement is that of an independent contractor and nothing in this Agreement constitutes or creates an employer/employee relationship between the Company and the Contractor or any employee, shareholder, principal or agent of the Contractor.

1.2 The Contractor acknowledges and agrees that neither it nor any of its employees, shareholders, principals, or agents are to be treated as, or deemed to be, an employee of the Company for any purposes, including, but not limited to, the British Columbia *Employment Standards Act, 1996* (the "ESA"), the *Workers Compensation Act, 2019*, the *Canada Labour Code* and/or any of the regulations made pursuant thereto, or otherwise at law or in equity.

2. TERM

This Agreement is effective as of August 1, 2020 and shall continue in effect until July

31, 2021 unless terminated earlier in accordance with Section 10 hereto (the "Term").

3. SERVICES

3.1 The Contractor will provide the following services (the "Services"):

- E-commerce strategy and development of the website;
- UX Design and architecture;
- Business development; and
- Acquisition advisory

3.2 The Parties agree that the Services will be performed by **Sean Dollinger**. The Contractor agrees that it shall not delegate or subcontract the performance of the Services to anyone except Sean Dollinger without the prior written consent of the Company.

3.3 For the purposes of providing the Services hereunder, Sean Dollinger shall carry himself out as Founder for the Company. The Parties acknowledge and agree that this title shall have no impact on the nature of the relationship of the Contractor to the Company, which, as stated above, is that of an independent contractor.

3.4 The Contractor represents and warrants to the Company that the Contractor has the necessary knowledge, skills and experience to provide the Services. The Contractor shall ensure that any of its employees who are assigned to assist in the performance of the Services have such qualifications, skills and experience as are reasonably necessary to enable the Contractor to perform the Services in accordance with this Agreement.

3.5 The Parties acknowledge that while the Company shall determine the scope of the Services to be performed by the Contractor as set out above, the Contractor shall determine the manner and means for the provision of the Services. Subject to the understanding that the Contractor will perform the Services in an orderly, competent and skillful manner and in a manner that will promote and not harm the Company's interests, and except as provided in this Agreement, the Contractor has the right to control and direct the performance of the Services including, among other things, the location and time at which the Services are performed.

3.6 The Contractor will be required to make its own arrangements at its own expense with respect to computers, phones and other office equipment. With respect to physical work space, the Contractor may choose to work from any location it sees fit.

4. NO AUTHORITY TO BIND THE COMPANY

4.1 The Contractor has no authority to enter into contracts or agreements on behalf of the Company. This Agreement does not create a partnership between the Parties.

5. NON-EXCLUSIVITY

5.1 The Company acknowledges and agrees that this is a non-exclusive engagement and that the Contractor is at liberty to provide similar consulting services to any other person, firm, corporation, organization, partnership or other entity, provided that the provision of said services does not interfere with, conflict with, or derogate from the fulfillment of the Contractor's obligations to the Company under this Agreement.

6. FEES AND PAYMENT

6.1 Provided that the Services are performed to the Company's satisfaction, the Contractor shall be paid by the Company, on a monthly basis, the sum of \$10,000 CAD retainer for services and \$6,666.67 CAD per month (the "Rate"). The Rate includes any applicable taxes (including GST/PST) required by law.

6.2 The Contractor shall invoice the Company for the provision of the Services on a monthly basis, or as otherwise agreed to between the Parties, and the Company shall pay all invoiced amounts to the Contractor within ten (10) calendar days of receipt.

6.3 The Contractor's invoices shall specify that the Company's payments shall include the Goods and Services Tax ("GST"), the Provincial Sales Tax ("PST"), and other taxes, if applicable, and the amounts of all such GST/PST and other taxes shall be specifically identified as discrete items on all such invoices. The invoices shall include the Contractor's Business Number and GST/PST number, or similar taxation reference if applicable. The Contractor shall remit all taxes paid by the Company to the applicable government agencies, as required under Canadian law.

7. BUSINESS EXPENSES

7.1 The Company shall reimburse to the Contractor all reasonable travel and other business expenses actually and properly incurred by the Contractor in providing the Services to the Company hereunder. In order to claim a reimbursement from the Company, the Contractor will be required to present an itemized account of any and all business expenses incurred together with such receipts or other supporting documentation as the Company may require, and in accordance with the Company's applicable policies in effect at the time of the expense reimbursement claim.

8. TAXES AND OTHER STATUTORY DEDUCTIONS

8.1 Income taxes, including federal or provincial taxes, employment insurance premiums, Canada Pension Plan premiums, workers' compensation premiums, and all other statutory amounts shall not be withheld, remitted or paid by the Company on behalf of the Contractor or any of the Contractor's personnel. The Contractor shall be responsible to withhold, pay and remit all taxes and other statutory amounts as mandated by law, including without limitation all applicable source deductions that the Contractor is required to withhold, pay or remit in respect of payments to its own employees in connection with the performance of the Services.

9. NO BENEFITS

9.1 Since the Contractor is not an employee of the Company, the Contractor and the Contractor's employees, shareholders, principals or agents are not eligible for, and shall not participate in, any employee benefit of the Company, including but not limited to vacation, pension, group insurance, health and all other benefits.

10. TERMINATION

10.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate as follows:

- (a) This Agreement shall terminate immediately upon the insolvency or bankruptcy of the Company or the Contractor.
- (b) Upon the death of Sean Dollinger.
- (c) Subject to the requirements, prohibitions and limitations of Ontario's *Human Rights Code*, and any other relevant governing and/or successor legislation, the Agreement shall be deemed to have been frustrated and therefore to be terminated if Sean Dollinger becomes permanently incapacitated by an accident or mental or physical illness which precludes the Contractor from performing its responsibilities as set out herein for a period of two (2) consecutive months.
- (d) The Company may immediately terminate this Agreement in the event the Contractor is in material breach of this Agreement. A material breach of this Agreement will include, but will not be limited to, acts of theft or fraud against the Company, unsatisfactory performance of the Services or a breach of the obligations contained in Sections 11, 12, 13, 14 or 15 of this Agreement. The Company will also be entitled to terminate this Agreement without notice if the Contractor neglects to provide or fails to remedy any default in providing the Services within ten (10) days after receipt of notice by the Company of such neglect or failure.
- (e) Either Party may terminate this Agreement and the relationship with the other Party at any time for any reason by providing the other Party with at least fourteen (14) days' advance written notice or, in the event of a termination initiated by the Company, pay in lieu of such notice.

10.2 In the event the relationship between the Company and the Contractor or any employees, shareholders, principals or agents of the Contractor is found to be either an employment or a dependent contractor relationship, and if it is determined that the Company did not have cause to terminate this Agreement, then the Parties acknowledge and agree that the Company shall provide the Contractor with (a) notice of termination, pay in lieu of notice or any combination of notice and pay in lieu of notice, as required by and in accordance with the ESA; (b) any continuation of benefits required under the ESA for the duration of the statutory notice period; (c) any severance pay required by the ESA; and (d) any other minimum entitlements required by the ESA. This shall constitute the Contractor's entire entitlement to notice of termination or pay in lieu of notice, continued benefit coverage and severance pay (if applicable) under the ESA, pursuant to contract or at common law. The Contractor hereby acknowledges and agrees that no further notice or payment of any kind whatsoever will be required.

11. RETURN OF PROPERTY

11.1 Upon the termination of this Agreement by either Party and for any reason whatsoever, or at any other time upon the Company's request, the Contractor shall deliver to the Company all Company property which is in the possession, charge, control or custody of the Contractor, including without limitation all works, inventions, designs, and records of Confidential Information (as such term is defined in Section 12 below), and copies made thereof, including any and all documents, correspondence, memoranda, reports, notebooks, drawings, photographs, lists, notes, manuals, lists, data, records, computer programs, codes, materials, prototypes, scripts, proposals, products, samples, analyses, reports, equipment, tools and devices relating or pertaining to the Company's business, whether provided to the Contractor by the Company or created by the Contractor for the Company, including any copies, representations or reproductions of the same. The Contractor shall also return all keys, pass cards, identification cards, parking decals, manuals, correspondence, credit cards, electronic equipment (including hardware and software), smart phone devices, tablets, laptop computers, employee lists, client or supplier lists, client or supplier contact information, or any other property belonging to the Company that is in the Contractor's possession, charge, control or custody

12. NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

12.1 The Contractor understands and acknowledges that during the Term of this Agreement, the Contractor will be exposed to or otherwise become aware of information concerning the business of the Company, and in particular but without limitation, letters of intent, agreements, contracts, distribution lists, client lists, supplier lists, business plans or finance documents, financing agreements, financial information, pricing, marketing plans or strategies, past, present and future business activities, current and/or contemplated products or services, personnel information, technical information, patents, copyrights, trademarks, trade secrets, proprietary information, techniques, inventions, know-how, processes, inventions, ideas, concepts, designs, improvements, research and development or other developments ("Confidential Information").

12.2 The Contractor further understands and acknowledges that Confidential Information is a valuable asset which is the property of the Company exclusively, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of the Company.

12.3 The Contractor agrees that at all times during the Term of this Agreement, other than as required in the normal course of business and in the best interests of the Company, and at all times following the termination of this Agreement for any reason whatsoever, the Contractor shall hold in confidence and keep confidential all Confidential Information, except information that is or lawfully becomes public information, or except as required by law.

12.4 In the event of a breach or a threatened breach of the this Section, the Company shall be entitled to an injunction restraining the Contractor or any other party or parties about to commit any breach of this Agreement, or who have committed a breach hereof, without showing or proving any actual damage sustained by the Company. Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available at law or in equity for a breach or a threatened breach of this Section, including the recovery of damages.

12.5 The Contractor understands and agrees that all materials and information provided by the Company, or any customer of the Company, are valuable assets of the Company and/or its clients and are to be considered proprietary information and property. The Contractor will not use, disclose, make or have made any copies of any materials or information provided by the Company and/or its clients without the Company's prior written approval.

13. INTELLECTUAL PROPERTY AND OWNERSHIP OF WORKS AND INVENTIONS

13.1 The Contractor agrees that the Company will have exclusive ownership in all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Company's business and which the Contractor (including any of its employees or subcontractors) conceives of or makes for the Company or its subsidiaries or affiliates during the Contractor's engagement with the Company (together, "Inventions") and that the Contractor will promptly disclose the Inventions to the Company in writing. This will be the case, whether or not an Invention is:

- (a) capable of being protected by copyright, patent, industrial design, trade mark or other similar legal protection;
- (b) conceived or made by the Contractor during or outside its regular working hours; or
- (c) conceived or made by the Contractor alone or jointly with others.

13.2 The Contractor shall ensure that any of its employees or permitted subcontractors who are assigned to assist in the performance of the Services assign to the Contractor (for further assignment by the Contractor to the Company, as set out below) all rights, title and interest they may now or in the future have in and to the Inventions and waive, in favour of Contractor, or any person authorized by Contractor to use any such Inventions, their moral rights to any and all copyrights subsisting in the Inventions.

13.3 Except for Excluded Inventions (defined below) and Prior Work Product and Background Technology (each as defined below and set out on Schedule "A"), the Contractor hereby assigns to the Company all rights, title and interest it may now or in the future have in and to the Inventions and waives its moral rights to any and all copyrights subsisting in the Inventions. If required by the Company, Contractor will sign any applications or other documents the Company may reasonably request:

- (a) to obtain or maintain patent, copyright, industrial design, trade mark or other similar protection for the Inventions;
- (b) to transfer ownership of the Inventions to the Company;
- (c) to assist the Company in any proceeding necessary to protect and preserve the Inventions. The Company will pay for all expenses associated with preparing and filing such documents.

For purposes of this Section 13, "Excluded Inventions" means any Invention developed by the Contractor outside its regular working hours if such Invention:

- (a) was not within the scope of the Contractor's work pursuant to this Agreement;

(b) was developed without the use of Confidential Information, and

(c) was developed without the use of any of the Company's resources.

14. NON-SOLICITATION

14.1 The Contractor agrees that during the Term of this Agreement and for a period of twelve (12) months immediately following the termination of this Agreement, for any reason whatsoever, whether voluntary or involuntary, it (and, specifically, Sean Dollinger) will not, without the prior written consent of the Company, directly or indirectly, on its own account, or on behalf of any other person, firm, partnership, corporation or other entity,

(a) Intentionally act in any manner that is detrimental to the relations between the Company and/or any of its affiliates and their Customers, Prospective Customers, employees, Suppliers, or other parties with whom the Company and its affiliates have contractual relations;

(b) Solicit or attempt to solicit the Business of any Customer or Prospective Customer of the Company;

(c) Solicit, entice, persuade or induce, or attempt to solicit, persuade, entice or induce any Customer, Prospective Customer or Supplier of the Company to terminate, reduce or refrain from entering into, renewing or extending its contractual or other relationship with the Company; or

(d) Solicit, entice, persuade or induce, or attempt to solicit, entice, persuade or induce any employee of the Company to leave the employ of the Company, or any contractors or consultants retained by the Company to alter or discontinue their business relationship with the Company.

14.2 As used in this Section, the terms "Customer", "Prospective Customer" and "Supplier" shall include those persons, firms, corporations or other entities who were customers, prospective customers or suppliers of the Company as of the effective date of termination of this Agreement and with whom the Contractor had direct contact with in the twelve (12) months preceding the effective date of termination of this Agreement.

14.3 As used in this Section, the term "Business" means the business of e-commerce and business development of PlantX.com, and all related or affiliated businesses and activities.

14.4 The Contractor acknowledges and agrees that the obligations set out in this Section regarding Non-Solicitation are fair and reasonable given the Company's business and the Contractor's position within that business. The Contractor further acknowledges and agrees that these obligations will not unduly preclude it (and, specifically, Sean Dollinger) from becoming gainfully directly employed or from otherwise working following the termination of this Agreement.

15. INJUNCTIVE RELIEF

15.1 The Contractor agrees that the covenants and obligations contained in this Agreement relate to special, unique and extraordinary matters and that a violation of any of such covenants or obligations may cause the Company

irreparable injury for which adequate remedy at law will not be available; and, therefore, that upon any such breach of any such covenant or obligation, or any threat thereof, the Company shall be entitled to the immediate remedy of a temporary restraining order, preliminary injunction or such other form of injunctive or equitable relief in addition to whatever remedies it might have at law.

16. NON-DISPARAGEMENT

- 16.1 The Contractor agrees that it (and, specifically, Sean Dollinger) will at all times refrain from making any disparaging, critical or other negative comments, written or oral, true or not, respecting the operations, services, products or the business of the Company or its current or former employees, officers and directors.

17. COMPLIANCE WITH COMPANY POLICIES

- 17.1 The Contractor acknowledges and agrees that the Contractor and any of its employees are required to comply with all Company policies and procedures that are in force from time to time. These policies and procedures will be made available to the Contractor.
- 17.2 The Company reserves the right to develop and introduce any policies and procedures that it considers appropriate for the conduct and administration of the business relationship between the Company and the Contractor and this Agreement.

18. BACKGROUND CHECK

- 18.1 This Agreement is contingent upon the successful completion of certain background checks (e.g. reference and criminal record checks) on Sean Dollinger.
- 18.2 The Company will request consent from Sean Dollinger under separate cover prior to carrying out any of these background checks.

19. INDEMNIFICATION

- 19.1 The Contractor shall be responsible for payment of all levies, assessments, and payments required to be made in respect of its business, and in particular, the performance of the Services, including, without limitation, all income taxes, GST/PST and other taxes, and all payroll deductions, including Canada Pension Plan, Employment Insurance and WSIB assessments, and the Contractor shall indemnify and save the Company harmless in respect of all costs, expenses, charges and liabilities of such or any other kind which may be levied or assessed against the Company in connection therewith.
- 19.2 The Contractor further agrees to indemnify, defend and hold harmless the Company, and its officers, directors, employees, servants and agents, from and against all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and any costs and expenses thereof (including legal fees), arising out of (i) negligence, or (ii) any wilful misconduct of the Contractor, the Contractor's employees, shareholders, principals or agents, or any persons for whom the Contractor is at law responsible, in connection with

the Services or this Agreement. The provisions of this Section shall survive termination of the relationship herein and/or the Agreement.

20. RIGHT OF SET-OFF

20.1 If the Contractor becomes obligated or liable to pay any sum of money to the Company, whether pursuant to this Agreement or otherwise, then that sum may, at the election of the Company and without limiting or waiving any right or remedy available to the Company, be set-off against and shall apply to any sum of money owed by the Company to the Contractor, whether by way of holdback or otherwise, until such amount has been set-off in full.

21. MISCELLANEOUS

21.1 Assignment: The Company may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Contractor. The Contractor may not assign any of its rights or duties under this Agreement without the prior written consent of the Company.

21.2 Waiver: No waiver of any of the provisions of this Agreement shall be valid unless in writing, signed by the Party against whom such waiver is sought to be enforced, nor shall failure to enforce any right hereunder constitute a continuing waiver of these same or a waiver of any other right hereunder.

21.3 Amendments: All amendments of this Agreement shall be made in writing, signed by the Parties, and no oral amendment shall be binding on the Parties.

21.4 Severability: The Parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

21.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the Parties with respect to the subject matter hereof. There are no representations, warranties, forms, conditions, undertakings, or collateral agreements, express, implied or statutory between the Parties other than as expressly set forth in this Agreement.

21.6 Governing Law: This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Any legal action or proceeding commenced by either Party arising out of this Agreement will be brought in court of competent jurisdiction in the Province of British Columbia. Each Party shall submit to and accept the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding.

21.7 Independent Legal Advice: The Contractor acknowledges that, in executing this Agreement, the Contractor has obtained, or has had an opportunity to obtain, independent legal advice, and further acknowledges that the Contractor has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

21.8 Counterparts: This Agreement may be executed in counterparts (including counterparts by facsimile of PDF) and such counterparts together shall constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

“Company”

VEGASTE TECHNOLOGIES CORP.

"Quinn Field-Dyde"

By: Quinn Field-Dyde, Director

I have the authority to bind Vegaste Technologies Corp.

Date: 08/05/2020

“Contractor”

Dollinger Innovations Inc.

"Sean Dollinger"

Witness

By: Sean Dollinger, President

I have the authority to bind

Dollinger Innovations Inc.

Date:

08/05/2020