

## CONSULTING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made effective as of February 15,2023 (the “**Effective Date**”).

**BETWEEN:**

1390503 B.C. LTD., a British Columbia company having its business office located at 800 – 885 West Georgia St, Vancouver, BC V6C 3H1

(the “**Company**”)

**AND:**

**Nafees Khan.** having an address

(the “**Consultant**”)

**WHEREAS:**

A. The Consultant is in the business of providing certain corporate consulting services and has agreed to act in the capacity of the President (“**President**”) of the Company and provide advice and recommendations regarding the Company’s overall business strategy, operations and future direction. Additionally, prior to the Effective Date, the Consultant provided certain services to the Company.

B. The Company wishes to engage the Consultant to provide the Services (as defined herein) pursuant to the terms of this Agreement, and the Consultant wishes to accept such engagement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

### **PART 1 SERVICES AND DUTIES OF THE CONSULTANT**

1.1 Effective as of the Effective Date (as defined herein), the Company hereby engages the Consultant to provide services as the President of the Company to perform the services as defined in Schedule “A” to this Agreement (collectively, the “**Services**”), and such other duties reasonably related thereto as may be assigned by the Company from time to time, and the Consultant hereby accepts such engagement by the Company on the terms and subject to the conditions set forth in this Agreement. The Parties further agree that any services provided by the Consultant, prior to the Effective Date are considered part of the Services under this Agreement.

### **PART 2 COMPENSATION OF THE CONSULTANT**

2.1 The Company shall pay the Consultant the following:

- (a) In consideration for the Services provided to the Company by the Consultant, the Company shall pay the Consultant \$5,000 per month, plus applicable GST (the “**Base Consulting Fee**”).

The Base Consulting Fee will be reviewed on a quarterly basis by the Board. The Base Consulting Fee may be adjusted from time to time, by mutual written agreement of the Parties. Accordingly, when the phrase “**Base Consulting Fee**” which shall commence at the end of the first month following the Company achieving \$90,000.00 in total revenue (the “**Revenue Milestone**”). For certainty, the Base Consulting Fee shall not accrue prior to the Company achieving the Revenue Milestone and no amount of the Base Consulting Fee shall be owed by the Company to the Consultant until the end of the next month following the Company achieving the Revenue Milestone.”

- (b) The Company shall reimburse the Consultant for all pre-approved and documented reasonable expenses incurred by the Consultant in connection with providing the Services under this Agreement, such reimbursement to be made in accordance with, and subject to, the policies and/or guidelines of the Company from time to time.

### **PART 3 OBLIGATIONS OF THE CONSULTANT**

3.1 The Consultant shall exercise the power and authorities, and fulfil the duties and responsibilities hereby conferred upon it, honestly, in good faith and in the best interests of the Company, shall perform the Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company, and shall conduct itself in accordance with the charter documents and articles of the Company, policies of the Company and applicable law. When requested by the Company, the Consultant shall advise the Company of any particular compliance issues affecting any of the Services for which the Consultant has been engaged.

3.2 The Services hereunder shall be provided on the basis of the following terms and conditions:

- (a) the Consultant shall report directly to the Chief Executive Officer.
- (b) Consultant will also will provide guidance to the Executive Chairman and to the Board;
- (c) the Consultant shall devote sufficient working time, attention and ability in a timely manner to the business of the Company, and to any associated company, as is reasonably necessary for the proper performance of the Services pursuant to this Agreement;
- (d) the Consultant shall be reasonably available to perform the Services required under this Agreement;
- (e) the Consultant shall comply with all applicable rules, laws, regulations and policies of any kind whatsoever having application to the carrying out and performance of the obligations under this Agreement; and
- (f) the Consultant shall assume, obey, implement and execute such duties, directions, responsibilities, procedures, policies and lawful orders as may be determined or given by the Chief Executive Officer, Executive Chairman or the Board from time to time.

3.3 The Company acknowledges that the Consultant are engaged in providing services similar to the Services to other companies engaged in the technology sector. The Consultant agrees that in the

case of a serious conflict which arises as a result of such other consulting activities, the Consultant will notify the Company that a serious conflict exists. Unless the Company agrees otherwise, the Consultant will temporarily prorogue and suspend the provision of the Services under this Agreement until the conflict is resolved.

#### PART 4 CONFIDENTIAL INFORMATION

4.1 For the purposes of this Agreement, “**Confidential Information**” means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients, sales personnel or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients or suppliers (whether or not reduced to writing or designated or marked as confidential and whether disclosed before or after the Effective Date), including, but not limited to, the following:

- (a) any technical and non-technical information related to the Company’s business and current, future and proposed products and services of the Company, including, without limitation, Company Innovations (as defined herein), Company Property (as defined herein) and the Company’s information concerning research, development, design and product details and specifications, financial information, procurement requirements, engineering and manufacturing information, and business plans;
- (b) information relating to strategies, research, communications, business plans and financial data of the Company;
- (c) any information of or regarding the Company and its business which is not readily publicly available;
- (d) work product resulting from or related to work or projects performed, or to be performed, for the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (e) any intellectual property contributed to the Company, and any other technical and business information of the Company and its affiliates which is of a confidential, trade secret and/or proprietary character;
- (f) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed;
- (g) information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential; and
- (h) any other information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder, including information received by the Company from others, that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

4.2 The Consultant’s obligations under this Section 4 do not apply to any Confidential Information that the Consultant can demonstrate: (i) was in the public domain at or subsequent to the time the

Confidential Information was communicated to the Consultant by the Company through no fault of the Consultant; (ii) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company; or (iii) was independently developed by the Consultant without use of, or reference to, any Confidential Information communicated to the Consultant by the Company. A disclosure of any Confidential Information by Consultant in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure

4.3 The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure may be consented to by prior written authorization of the Board.

4.4 The Consultant may use the Confidential Information solely to perform the Services for the benefit of Company. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant accords to the Consultant's own confidential information, but in no case shall the Consultant use less than reasonable care. The Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information.

4.5 All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company furnishes to the Consultant, whether delivered to the Consultant by the Company, whether before or after the Effective Date, or made by the Consultant in the performance of the Services, and whether or not they contain or disclose Confidential Information (collectively, the "**Company Property**"), are the sole and exclusive property of the Company or the Company's affiliates, suppliers or customers. The Consultant agrees to keep all Company Property at the Consultant's premises unless otherwise permitted in writing by the Company, and will treat the Company Property with the same degree of care as the Consultant treats its own property, but in no case shall the Consultant use less than reasonable care. Within five days after any request by the Company, the Consultant shall destroy or deliver to the Company, at the Company's option: (a) all Company Property and (b) all materials and items in the Consultant's possession or control that contain or disclose any Confidential Information. The Consultant will provide the Company a written certification of the Consultant's compliance with the Consultant's obligations under this Section 4.5.

4.6 During the term of this Agreement, the Consultant will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with the Consultant's obligations, or the scope of the Services to be rendered for Company, under this Agreement. The Consultant warrants that, to the best of the Consultant's knowledge, there is no other existing contract or duty on the Consultant's part that conflicts with or is inconsistent with this Agreement.

4.7 The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant

shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of the Consultant's knowledge and belief, use or cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.

4.8 The Consultant will indemnify and hold harmless the Company from and against any and all third party claims, suits, actions, demands and proceedings against the Company and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or related to: (i) an allegation that any item, material or other deliverable delivered by the Consultant under this Agreement infringes any intellectual property rights or publicity rights of a third party, (ii) an alleged breach by the Consultant of any agreement between the Consultant and any third party, or (iii) any negligence by the Consultant or any other act or omission of the Consultant, including, without limitation, any breach of this Agreement by the Consultant.

## PART 5 DISCLOSURE AND ASSIGNMENT OF WORK RESULTING FROM PROVISIONS OF SERVICES

5.1 In this Agreement, "**Innovations**" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. "**Company Innovations**" means Innovations that: (i) result (or resulted) or derive (or derived) from the provision of the Services or from the Consultant's knowledge or use of Confidential Information, whether before or after the Effective Date; (ii) are or were conceived or made by the Consultant (individually or in collaboration with others) in the course of provision of the Services; (iii) result (or resulted) from or derive (or derived) from the use or application of the resources of the Company, its affiliates or suppliers; (iv) relate to the business of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates (except as may be set out herein) whether such business or research and development existed before or after the Effective Date; or (v) the Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice during the Term and that derives (or is derived) from the provision of the Services or from the Consultant's knowledge or use of Confidential Information.

5.2 All Company Innovations shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Company Innovations. The Consultant agrees that no intellectual property rights in the Company Innovations are or shall be retained by the Consultant. For greater certainty, all work done during the Term by the Consultant for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be.

5.3 The Consultant agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of the Company. The Consultant agrees to promptly disclose and describe to the Company all Company Innovations. The Consultant hereby does and will irrevocably assign to the Company or the Company's designee all of the Consultant's right, title and interest in and to any and all Company Innovations and all associated records.

5.4 In consideration of the benefits to be received by the Consultant under the terms of this Agreement, the Consultant hereby irrevocably sells, assigns and transfers, and agrees in the future to



sell, assign and transfer all right, title and interest in and to the Company Innovations and intellectual property rights therein, including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States, and worldwide to the Company and the Consultant shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights for which the Consultant hereby: (i) irrevocably waives and agrees in the future to waive; (ii) agrees to obtain waivers from all individuals engaged by the Consultant and who contribute to the Company Innovations and (iii) agrees to ensure that all such waivers allow the Company to assign the benefit of the waiver of moral rights and permit any person authorized by the Company to use and modify the Company Innovations. Aside from moral rights and to the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by the Consultant to the Company, the Consultant hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. Further, aside from moral rights and to the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by the Consultant to the Company, the Consultant hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against the Company, any of the Company's successors in interest, or any of the Company's customers.

5.5 The Consultant agrees to perform, during and after the Term, all acts that the Company deems necessary or desirable to permit and assist the Company, at the Company's expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to the Company under this Agreement. If the Company is unable for any reason to secure the Consultant's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, the Consultant hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as the Consultant's agents and attorneys-in-fact to act for and on the Consultant's behalf and instead of the Consultant to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by the Consultant. The foregoing is deemed a power coupled with an interest and is irrevocable.

5.6 If the Consultant incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to the Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by the Consultant (solely or jointly) either unrelated to the Consultant's work for Company under this Agreement or prior to the Effective Date (collectively, the "**Out-of-Scope Innovations**") into any of the Company Innovations, then the Consultant hereby grants to the Company and the Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations. Notwithstanding the foregoing, the Consultant agrees that the Consultant shall not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without the Company's prior written consent. To the extent that the Company permits the incorporation of Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-

of-Scope Innovations into Company Innovations, the Consultant represents and warrants that it holds valid and enforceable waivers of moral rights in all such Innovations and Out-of-Scope Innovations that will permit the Company to assign the benefit of such waivers and permit any person authorized by the Company to use and modify the applicable Innovations and Out-of-Scope Innovations.

## **PART 6 NON-INTERFERENCE WITH BUSINESS**

6.1 The Consultant agrees that, during the Term, the Consultant will not, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, director, officer, joint venturer, partner, shareholder or other equity holder, lender or other debt holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, financier, supplier or trustee, or by or through any company, cooperative, partnership, trust, unincorporated association or otherwise, anywhere in North America, or anywhere else worldwide, canvass, promote or solicit the business of (or procure or assist the canvassing, promotion or soliciting of the business of) any customer, prospective customer or supplier of the Company to supply or purchase any goods or services that are substantially the same as or in competition with goods or services supplied in the business of the Company.

6.2 The Consultant agrees not to enter into any contract or other arrangement with respect to the provision of services similar to the Services with any individual, company or other entity of any kind whatsoever that carries on, or is involved with, a business similar to the business of the Company, without giving prior written notice thereof to the Company. The Consultant expressly agrees that all of the terms of this Agreement, including of Part 4, will continue to remain in force following the giving of any such notice.

6.3 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to solicit or induce any customer, prospective customer, supplier, sales personnel, employee or independent contractor involved with the Company to terminate or breach any employment, contractual or other relationship with Company, or to otherwise discontinue or alter such third party's relationship with the Company.

6.4 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company or any of its affiliates, officers, directors, employees, consultants or advisors.

## **PART 7 DURATION, TERMINATION AND DEFAULT**

7.1 The term of this Agreement will commence on the Effective Date and will continue for a term of five (5) years from the Effective Date, unless terminated earlier as provided for herein (the "**Term**").

7.2 On the first anniversary of the Effective Date and on each anniversary date thereafter, the term of this Agreement will automatically be extended by one (1) additional year unless either Party gives thirty (30) days' written notice to the other Party of its intention not to renew this Agreement.

- 7.3 Notwithstanding Section 7.1, this Agreement may be terminated before its expiry:
- (a) by the Company at any time by giving the Consultant written notice of such termination at least thirty (30) days prior to the termination date set forth in such written notice;
  - (b) by the Consultant at any time by giving the Company written notice of such termination at least thirty (30) days prior to the termination date set forth in such written notice;
  - (c) by the Company upon the occurrence of any default by the Consultant by giving written notice to the Consultant specifying the nature of such default. A default shall be defined as the occurrence of any one or more of the following:
    - (i) the Consultant files a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent,
    - (ii) the Consultant has been convicted of a criminal offence,
    - (iii) the Consultant has committed any fraudulent, dishonest or grossly negligent act or any wilful malfeasance in connection with the performance of the Services,
    - (iv) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits or permits a breach of or default in any of his duties or obligations hereunder, or
    - (v) the Company, acting reasonably, determines that the Consultant has acted or is acting in a manner detrimental to the Company, or has violated the confidentiality of any information as provided for in this Agreement.

7.4 Upon the termination of this Agreement for whatever reason, the Consultant shall upon the request of the Company resign, without claim for compensation, as an officer of the Company and from all offices held by him in the Company or any affiliated company and in the event of his failure to do so, the Company hereby irrevocably authorized to appoint some person in his name and on his behalf to execute any documents to do all things required to give effect thereto.

## **PART 8 GENERAL PROVISIONS**

8.1 Except as provided in this Agreement, this Agreement constitutes the entire agreement to date between the Parties and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of this Agreement.

8.2 The Consultant acknowledges that the restrictions contained in Sections 4, 5 and 6 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of the restrictions referred to in Parts 4, 5 and 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

8.3 The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of



reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

8.4 Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal and tax advice with respect to the subject matter of this Agreement, and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal or tax advice.

8.5 The Schedules attached hereto form an integral part of this Agreement.

8.6 The Parties shall from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

8.7 This Agreement may not be assigned by the Company or the Consultant without the prior written consent of the other Party.

8.8 This Agreement may be amended or supplemented only by a written agreement signed by all parties.

8.9 The Company and the Consultant each acknowledge and agree that the only relationship of the Consultant to the Company created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. The Company shall have no obligation whatsoever to pay or compensate the Consultant and/or any representative thereof for taxes of any kind whatsoever, with the exception of GST, that arise out of or with respect to any fee, remuneration or compensation provided to the Consultant under this Agreement or holding any position with the Company. The Consultant shall fully indemnify and hold harmless the Company from and against all assessments, claims, liabilities, costs, expenses and damages that the Company and/or any of its affiliated companies may suffer or incur with respect to any amount which a competent government authority determines should have been deducted by the Company from compensation payable to the Consultant.

8.10 The Consultant acknowledges and consents to the release by the Company of certain information regarding the Consultant, including the business name, address, telephone number and the terms of this Agreement, in compliance with applicable corporate and securities regulatory policies, to securities authorities, the Exchange and the public as required by law. The purpose of the collection of the information is to ensure the Company and its advisors shall be able to obtain the information required to be provided in documents required to be filed with the Exchange and with applicable securities commissions and the shareholders of the Company as required under applicable corporate and securities laws. In addition, the Consultant acknowledges and consents to the collection, use and disclosure of all such personal information by the Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.

8.11 The Consultant acknowledges and agrees that any breach or threatened breach of any of the provisions of Section 4.1, could cause irreparable damage to the Company or its partners, subsidiaries

or affiliates, that such harm could not be adequately compensated by the Company's recovery of monetary damages, and that in the event of a breach or threatened breach thereof, the Company shall have the right to seek an injunction, specific performance or other equitable remedy.

8.12 In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, transmitted by e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each Party set out as follows:

(i) to the Company, at:

800 - 885 West Georgia St  
Vancouver, BC V6C 3H1  
Attention: Francisco Carasquero  
E-mail: fkcarasquero@fintechwerx.com

(ii) to the Consultant, at:

Attention: Nafees Khan  
E-mail:

(b) any notice or communication shall be considered to have been received:

(i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;

(ii) if sent by e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business day of the receiver; and

(iii) if mailed by prepaid registered post, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

8.13 Time shall be of the essence of this Agreement.

8.14 This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators and permitted assigns.

8.15 All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in Canadian dollars.

8.16 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The Parties agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each Party attorns to the exclusive jurisdiction of the courts of British Columbia.

8.17 If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term shall be separately valid and enforceable.

8.18 In this Agreement, using separate parts and inserting headings are for convenient reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.

8.19 Sections 2.1, 4.1 4.2, 6.3 and 6.4, shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the Parties arising or existing up to the effective date of such expiration or termination, or any remedies of the Parties with respect thereto.

8.20 This Agreement may be signed by facsimile, pdf email attachment or original and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

*[The remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

**1390503 B.C. LTD.**

Per: "Kent Carasquero"  
Authorized Signatory

EXECUTED BY **NAFEES KHAN** )  
in the presence of: )  
 )  
\_\_\_\_\_)  
Signature of Witness )  
 )  
\_\_\_\_\_)  
Print Name )  
 )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation )

"Nafees Khan:"  
**NAFEES KHAN**

## SCHEDULE "A" SERVICES

Defined terms used but not otherwise defined in this Schedule A have the meaning ascribed thereto in the Consulting Agreement dated effective February 15, 2023 between 1390503 B.C. Ltd. and Nafees Khan of which this Schedule A forms part.

The Consultant shall work with the Chief Executive Officer, Executive Chairman and the Board to establish, implement and oversee the long-range goals, strategies, plans and policies of the Company. Consultant shall contribute strategic leadership and vision to the Company, subject to the direction and oversight of the Chief Executive Officer, Executive Chairman and the Board. In particular, the Services to be provided under the Agreement are as follows:

1. Leadership for sales and operations:
  - development of a strategic and annual business plan to advance the Company's mission and objectives and to promote revenue, profitability and growth as an organization;
  - providing overall leadership in the best interests of the Company;
  - monitoring and reviewing operations to determine progress and status in attaining objectives and revising objectives and plans in accordance with current conditions;
  - identifying acquisition and merger opportunities and direct implementation activities;
  - negotiating agreements, joint ventures or financing arrangements.
  - overseeing the operations of the Company to ensure production efficiency, quality, service and cost-effective management of resources;
  - developing a fundraising network using personal contacts and attending special events and conferences;
  - approving operational procedures, policies and standards of the Company, as applicable;
2. Sales organization and execution:
  - planning, developing, and implementing strategies for generating resources and/or revenues for the Company;
  - deliver sales projections and results, monitoring the sales funnel and leads, adjusting as necessary for sustainable growth
  - manage sales team activities to drive business growth across customer segments, ensuring alignment of the company's revenue-generating areas
  - monitor the marketplace and analyze opportunities, providing competitive strategies and tactics, remain connected with customers to ensure their needs are being factored into the product development
  - promoting the Company and its products through written articles and personal appearances at conferences and through various social media platforms;
3. General:
  - managing the relationship and communication with business partners within the general approval guidelines established by the Chief Executive Officer, Executive Chairman and the Board; and
  - implementing all policies adopted by the Chief Executive Officer, Executive Chairman and the Board to ensure maintenance of the highest standards of business conduct and ethics, as well as full compliance with all applicable laws, rules and regulations; and
  - any other services agreed upon by the Company and the Consultant.