

SUPPLIER AGREEMENT

THIS SUPPLIER AGREEMENT ("**Agreement**"), dated as of May 9th, 2022 between Botsford IT Consulting Corp, a British Columbia corporation (the "**Company**") with its principal office at 2416 Main St Suite 398, Vancouver BC V5T 3E2, and 13468003 CANADA INC. ("**Supplier**"), with an address at 12 Ballyshire Drive, Brampton ON L6P 2V7, Canada, and Jasmitha Markurthi (the "**Principal**")

The parties agree as follows:

1. Term. The term of this Agreement begins the date set forth above and continues until the earlier of: (i) the end of Supplier's engagement with the Company's client; or (ii) the date the agreement is terminated pursuant to the terms set forth below (the "**Term**").

2. Services to be Provided. During the Term of this Agreement, Supplier shall provide Personnel, Jasmitha Markurthi (the "**Consultant**"), for consulting services (the "**Services**") to the Company's client, Scotiabank (the "**Client**") on an as-needed basis for Term of this Agreement. Consultant shall perform the Services at any one of the Client's locations or at other places as may be mutually convenient and agreed upon by Supplier and Client. The Services under this Agreement shall not prevent Supplier from providing services to other entities, with due regard to Paragraph 7 of this Agreement.

3. Compensation; No Benefits.

(a) Compensation. As compensation for Supplier's performance of the Services under this Agreement, the Company shall pay Supplier at the rate of \$80.00 CAD PER HOUR + HST only for those Service billing hours approved by Client. In order to receive timely payments, it is the responsibility of Supplier to prepare a statement of billing hours based on Consultant's report of Client-approved billable hours. Supplier will deliver invoices to ap@botsford.com on a bi-weekly basis. Supplier's invoice will be paid within 30 days upon Company's receipt of invoice and Client-approved statement of billing hours. It is recommended that Supplier retain a copy of all invoices and supporting documentation to avoid any discrepancies. Failure by the Company to remit payment to Supplier within 30 days of its receipt of a properly submitted invoice pertaining to Client-approved billable hours in accordance with this paragraph 3 shall constitute a breach of its obligations under this Agreement.

(b) No Benefits. Supplier acknowledges that for purposes of this Agreement, and any and all Services to be provided hereunder, Supplier and Consultant are not and will not be an employee of Company or Client and will not be entitled to participate in or receive any benefit or right as a Company or Client employee under any Company or Client employee benefit or executive compensation plan, including, without limitation, employee insurance, pension, savings, medical, health care, fringe benefit, stock option, equity compensation, deferred compensation or bonus plans. If for any reason Supplier's or Consultant's status is re-characterized by a third party to constitute employee status, Supplier shall not be eligible to participate in or receive any benefit or right as a Company employee under any Company plan and Supplier shall promptly indemnify the Company for any employee deductions, remittances or other payments (including any notice, severance, benefits continuation or other amounts due on termination of employment, if applicable) due to the Client or any governmental authority, as applicable, by virtue of Supplier or Consultant being characterized as an employee.

4. Performance. Supplier shall perform all Services in a professional manner, consistent with industry standards and the Company's and Client's goals and ethical standards.

5. Tax Obligations. Supplier is solely responsible for payment of all taxes, including but not limited to sales, income and employment taxes, to the appropriate governmental agencies, associated with the compensation received under this Agreement and agrees that the Company will not withhold or pay any of the foregoing in connection with Supplier's Services to the Company.

6. Termination. Company may terminate this Agreement at any time during the Term upon written notice to Supplier, Supplier may terminate this Agreement at any time by providing immediate written notice to the Company. Such termination by the Company or Supplier is referred to as an "Early Termination." In the event of an Early Termination, the Company shall pay Supplier the amounts owing in accordance with Paragraph 3 above for Supplier's work up to the Early Termination date; Supplier shall deliver to the Client all work products resulting from the performance of the Services immediately, without notice.

7. No Conflicting Agreements; Non-Exclusive Engagement; Confidentiality; Insider Trading; Disclosure.

(a) No Conflicting Agreements. Supplier represents that Supplier and Consultant are not a party to any existing agreement that would prevent Supplier and Consultant from entering into and performing this Agreement. Supplier will not enter into any other agreement that is in conflict with Supplier's obligations under this Agreement. Subject to the foregoing, Supplier may act as a Supplier to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from the Company.

(v) Non-Exclusive Engagement. The Company may (i) engage other persons and entities to perform the same or similar services that the Supplier is providing under this Agreement to the Company or Client. Supplier agrees to contractually bind its personnel by all the

provisions of this Agreement, and to furnish evidence of such to Company prior to commencing the provision of Services governed herein or at any other time upon the request of the Company and (ii) enter into agreements similar to this Agreement with other persons or entities, in all cases without the necessity of obtaining approval from Supplier.

(c) Insider Trading. Notwithstanding Supplier's status as an independent contractor as of and following the Effective Date, Supplier acknowledges and agrees to abide by the Client's policy statement on securities trading, until such time as Supplier is no longer aware of any material nonpublic information concerning the Company.

(d) Disclosure. Supplier acknowledges that the Company may publicly disclose the existence and material terms of this Agreement when necessary or desirable to respond to any federal, state or local authority without obtaining permission of Supplier.

8. Compliance with Laws: Supplier represents and warrants that it is in compliance with all laws of Canada, any state, province, or other laws or regulations impacting Supplier's (and its personnel's) ability to conduct business in Canada. Likewise, Supplier represents that its employees, and Consultant, are eligible for employment in Canada. Supplier agrees to indemnify and hold harmless Supplier and Client from any claim, expense or liability of either of them arising from any misstatements in Supplier's representation of work authorization or in any document given, or statement made, to Company or Client regarding or relating to Supplier's and its personnel's performance under this Agreement.

9. Non-Solicitation: Supplier will not solicit Client directly during the project and for a period of twelve months after project completion.

10. Non-Disclosure. Supplier recognizes that Company competes in a highly competitive field and that Company possesses and will continue to possess information of commercial value that relates to the Company Business, including, but not limited to, trade secrets, technical and scientific information, financial business information, processes, recipes, formulas, data, know-how, improvements, inventions, product concepts, discoveries, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, new products, blueprints, specifications, programs, ideas, customer lists, vendor lists, pricing and other structures, marketing and business strategies, budgets, projections, licenses, costs, financial data, and plans, proposals and information about Company's employees and/or consultants (collectively, "**Proprietary Information**"). Notwithstanding the foregoing, Proprietary Information shall not include information that is publicly available when received, or thereafter becomes publicly available through no fault of Supplier or is otherwise disclosed by the Company to another party without obligation of confidentiality. Supplier agrees that the Proprietary Information is the sole and exclusive property of Company, constitutes a unique and valuable asset which is essential to Company's business success, and that any release of Proprietary Information would be harmful to Company and/or its Clients. To protect Company's Proprietary Information, Supplier agrees that at all times, including during and after the period of the Agreement, neither Supplier nor Supplier's Consultant, agents, employees and assigns will disclose to any person, firm, company, or corporation or use for Supplier's own benefit or for the benefit of any third party (except in furtherance of Company Business or affairs of Company) any and all Proprietary Information that Supplier may have acquired in the course of or as an incident to the Agreement. Supplier further agrees to take all reasonable precautions to protect against the intentional, negligent, or inadvertent disclosure by Supplier and Consultant of Company's and Client's Proprietary Information to any other person or business entity, except in furtherance of the Company Business. Supplier shall not remove or cause to be removed from Company's or Clients' premises any Confidential Information or other material whatsoever belonging to Company or the Client for purposes other than for authorized work Consultant performs for Company or the Client. Upon a request by Company or Client, respectively, and upon termination of this Agreement, Supplier and Consultant will surrender to Company or to Client, respectively, all Proprietary Information or other material whatsoever belonging to Company or the Client in their possession. Supplier agrees not to retain any copy of records of such Proprietary Information subsequent to the termination of this Agreement. Supplier agrees that Company may offset from any and all amounts owed to Consultant the value of material belonging to Company or the Client that is not returned by Supplier and/or Consultant in accordance with this section.

11. Injunctive Relief; Remedies. Supplier acknowledges, understands, and agrees that the restrictions contained in Paragraphs 9, 10, and 11 of this Agreement are reasonable, fair, and equitable in scope, terms and duration, are necessary to protect the legitimate business interests and good will of Company, and are a material inducement to Company to engage Supplier, and that any breach or threatened breach of such restrictions would cause Company substantial and irreparable harm for which there is no adequate remedy at law. Therefore, Supplier agrees that in the event of any such breach or threatened breach by Supplier and/or Consultant, Company shall be entitled to injunctive relief, restraining Supplier from such breach without posting a bond. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies for such breach or threatened breach, including the recovery of damages from Supplier.

Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter. This Agreement may be amended only in a written document, signed by both parties.

Independent Contractors, Third Party Beneficiaries, and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, or any of their employees or Agents, has the power or authority to bind or obligate another party. Unless expressly stated, no third party is a beneficiary of this Agreement.

Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the laws of the Province of Ontario, and the Federal laws of Canada applicable therein. Any action or proceeding arising out of or based upon/relating to this Agreement and all transactions and matters contemplated hereby will be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. For clarity, either party may commence an action in Ontario small claims court, provided the claim meets the criteria necessary for a proceeding in such court.

Assignment. This Agreement binds and insures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, or otherwise transferable by the Supplier in whole or in part without the prior written consent of the Company. Any attempted transfer, assignment, delegation or sublicense by Supplier without such consent is invalid, null and void.

No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at law or in equity, are cumulative and nonexclusive.

Liability and Indemnification. Supplier hereby agrees to indemnify and hold harmless the Company and Client, their owners, members, officers, employees, associates, and affiliates against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of Supplier in the performance and/or failure to perform within the Agreement, including the negligent acts or omissions of Supplier, its owners, members, officers, employees, Agents, associates and affiliates. In the event that Supplier performs or omits to perform any act which may support a claim for liability or for indemnification by Client and/or Company, Client and/or Company will give prompt written notice to Supplier upon its initial receipt of information that could reasonably support such claim, and failure to give such timely notice shall constitute a waiver of such claim. Supplier shall have the right to defend, or cause Client and/or Company to defend, any claim for indemnification and Client and/or Company shall extend reasonable cooperation in connection with such defense, which shall be at Supplier's expense. Supplier or its designated representative shall also have the sole right to settle any such claim for indemnification if such settlement includes a complete release of Client and/or Company. Client and/or Company may at its expense participate in the defense of any such claim for indemnification if its position is not materially inconsistent with that of Supplier and if in its reasonable judgment such claim or the resolution thereof would have an ongoing material effect on Client and/or Company. In the event Supplier fails to defend the same within a reasonable length of time, Client and/or Company shall be entitled to assume the sole defense thereof, and Supplier shall be liable to repay Client and/or Company for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper.

Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties. In any such case, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in the preamble to this Agreement for each party.

Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.



IN WITNESS WHEREOF, the parties execute this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

COMPANY

By: _____
Print Name: Jon Block
Title: Managing Partner

SUPPLIER

By: _____
Print Name: Jasmitha Markurthi
Title: