



## SERVICES CONTRACT 2705565 ONTARIO INC.

This Services Contract (hereinafter either “SC” or “Agreement”) is made and entered into as of

\_\_\_\_\_, 2021 (the “Effective Date”), by and between: \_\_\_\_\_

(hereafter “Client”), an \_\_\_\_\_ (individual / company) with their main address located at:

\_\_\_\_\_ and **2705565 Ontario Inc.**, (hereafter the "Contractor"), a company with an address located at **6A-170 The Donway West, Suite 1403, Toronto, Ontario, M3C 2E8** (hereinafter, each may also be referred to individually as a “Party” and collectively the “Parties”).

WHEREAS the Contractor wishes to consult with Client to provide Client with the services set forth in Appendix A hereto (the “Services”); AND WHEREAS the Contractor will provide such Services to Client in connection with the establishment of a business relationship between the Parties and the Parties wish to set forth their current understanding and certain agreements made to date with respect to such relationship, all on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements and subject to all the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

### **Section 1. Duties of the Contractor**

The Contractor shall, during the Term of the Agreement and as reasonably requested by the Client, provide the Client with the services set forth in Appendix A hereto pursuant to mutually agreed Project Addendums.

### **Section 2. Fees**

As the Services will be provided on a project-by-project basis, the Contractor will be entitled to fees (“Fees”) including future rolls and extensions as they become available to Client as outlined in Appendix B hereto and agreed upon through supplementary project addendums/agreements which shall be incorporated herein by reference. Fees associated to this service contract is incorporated into Appendix B.

### **Section 3. Cooperation.**

Client shall provide such access to its information as may be reasonably required and shall provide all documentation and supporting materials to Contractor to ensure the Contractor is successful at providing the Services.

The Contractor shall not interfere with the conduct of Client’s business and shall observe all rules, regulations and security requirements of Client concerning the safety of persons and property.

The Contractor shall not make any representations nor provide warranties on behalf of Client.

Contractor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

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## SERVICES CONTRACT 2705565 ONTARIO INC.

### **Section 4. Exclusive Contract.**

The Parties agree that this is an **exclusive contract**.

### **Section 5. Confidentiality.**

The Parties' Non-Disclosure Agreement as of the Effective Date is incorporated herein by reference.

### **Section 6. Independent Contractor Status.**

The Contractor shall perform all Services under this Agreement as an "independent contractor" and not as an employee of Client. The Contractor is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Client or to bind Client in any manner. The Contractor will not be responsible nor held accountable for any claims on behalf of or against Client.

### **Section 7. Representations.**

Client agrees that it shall comply with all local, state, and federal government regulations and laws related to conduct of business.

### **Section 8. Indemnity.**

Client will indemnify and save harmless the Contractor against any liabilities, legal claims, related to Client or investor(s) and any claims in respect of any damages claimed against Contractor or to any employee, Contractor or subcontractor of the Services Contractor arising from or as a result of:

- i) statements about Client supplied as true to the Contractor by Client;
- ii) any misrepresentation of any assets or financial statements or technology claims of Client;
- iii) Client's breach of section 7 (Representations)

### **Section 9. Notices.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the mail, by registered or certified mail, postage prepaid, addressed to the other Party at the address shown above at the top of this Agreement, or at such other address or addresses as either Party shall designate to the other in accordance with this Section.

### **Section 10. Termination.**

Client may terminate this Agreement upon 30 days written notice to the Contractor prior to the end of the then current Term of the Agreement. The initial Term of the Agreement is three years from the Effective Date. Unless terminated as provided in this Section, the then current Term of the Agreement shall automatically be extended for an additional one (1) year period. The Contractor may terminate this Agreement upon 30 days prior written notice to Client. In the event of any termination, the Contractor shall be entitled to any payment earned but unpaid hereunder and incurred by the Contractor prior to the effective date of termination.

### **Section 11. Entire Agreement; Amendment of Agreement; Counterparts**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. No modification of this Agreement or any part hereof, no waiver of any of the terms or provisions hereof, and no further agreement between the Parties shall be valid or effective unless agreed to in writing by the Parties. Electronic and/or facsimile signatures shall be deemed effective as original signatures. This Agreement may be executed in any number of counterparts, each of which shall have the legal effect of original signatures.

Contractor Initials: \_\_\_\_\_

Client's Initials: \_\_\_\_\_

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## SERVICES CONTRACT 2705565 ONTARIO INC.

### **Section 12. Governing Law; Jurisdiction; Venue**

To provide a neutral, internationally recognized governing law and jurisdiction, this Agreement shall be construed, interpreted and enforced in accordance with the laws of Toronto, Ontario, Canada, which shall also be the venue for any legal proceedings. In the event litigation is commenced to enforce any provisions hereof, the Party that prevails will be entitled to recover all costs, including reasonable legal fees, and costs associated with investigations and settlement. This entitlement to fees shall include any fees incurred in connection with any appeal or bankruptcy proceeding.

### **Section 13. Successors and Assigns.**

This Agreement shall be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any corporation with which, or into which, Client may be merged, or which may succeed to its assets or business.

### **Section 14. LIMITATION OF LIABILITY.**

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AND LIABILITIES, OR CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS AND LIABILITIES, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY PART OF THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT

### **Section 15. Miscellaneous.**

15.1 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

15.2 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Contractor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

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## SERVICES CONTRACT 2705565 ONTARIO INC.

IN WITNESS WHEREOF, by their signatures below, the Parties have caused this Agreement to be executed and effective as of the Effective Date.

The Contractor: 2705565 Ontario Inc.,

per: \_\_\_\_\_

**Taimour Zaman, CEO**

[I have the authority to bind this company]

Date: \_\_\_\_\_

The Client:

\_\_\_\_\_

per: \_\_\_\_\_

[I have the authority to bind this agreement on behalf of the company]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_



## SERVICES CONTRACT 2705565 ONTARIO INC.

### Appendix A

General services description including but not limited to providing:

1. Consultation services to: Purchasing, Monetize Financial & Related Instruments

Contractor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

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## SERVICES CONTRACT 2705565 ONTARIO INC.

### **Appendix B**

to a Contract - Service Contract (filled in by Contractor) between \_\_\_\_\_ (“Client”) and 2705565 Ontario Inc. (“Contractor”).

Client shall pay the Contractor according to agreed upon Project Addendums.

The Parties Agree that 2705565 Ontario Inc. is acting as a Contractor for Client and shall be compensated for services that it has helped arrange for and on behalf of Client (“Project Fees”).

### **[Services] Contractor Project Fees**

The Contractor’s Project Fees will be paid by Client directly to the Contractor.

### **The Project fees are as follows:**

In Consideration of the successful completion of a transaction, **and depending on service offered**, the Client will compensate the Contractor:

**1.5% of the total face value of the banking or related instrument (Standby Letter of Credit, Bank Guarantee, Documentary Letter of Credit, etc.) that is being purchased or monetized.**

Contractor/ Project Fees become payable by the paymaster utilized for the transaction simultaneously and immediately upon successful completion of transaction contemplated herein.

Cleared funds will be sent via wire transfer to Contractors’ banking instructions provided on the following page:

Contractor Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_



## SERVICES CONTRACT 2705565 ONTARIO INC.

### Contractor Bank Account information (Paid to Law Firm):

Account Name: Clark Farb Fiksel LLP, Barristers and Solicitors  
Account Holder Address: 188 Avenue Road, Toronto, Ontario, M5R 2J1

Bank Name: TD Canada Trust  
Bank Address: 165 Avenue Road, Toronto, Ontario, M5R 2H7  
Institution No.: 004  
Transit/Branch No.: 10402  
Account No.: 7304566

Swift Code: TDOMCATTOR

Branch Manager: Danielle Lamont  
Phone number: 416-944-4160 ext. 250  
Fax number: 416-925-4399

Re: 2705565 – Client transaction for USD account

Future Projects with 2705565 Ontario Inc.: The Parties agree that in the event Services rendered and relationships initiated through contacts of 2705565 Ontario Inc result in future transactions, Client will discuss compensation for the Contractor prior to accepting an offer to transact.

Contractor Initials: \_\_\_\_\_ Client Initials: \_\_\_\_\_