

Master Services Agreement

THIS MASTER SERVICES AGREEMENT is entered into as of 1 February, 2024 (**"Effective Date"**) between company having its principal place of business a (**"Customer"**), and Verified Network Inc., a service provider having its principal place of business at 250 Island Hwy, #481, Parksville BC V9P 1A0, Canada. (**"Service Provider"**).

RECITALS:

A. Service Provider possesses the requisite technical skill and expertise to perform the Services and deliver the Products and Deliverables as described in a Schedule or Ordering Document attached hereto from time to time.

B. From time to time, Customer desires to retain Service Provider as an independent contractor to perform the Services and deliver the Products and Deliverables as described in a Schedule or Ordering Document.

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

1 INTERPRETATION

(a) **Definitions:** In this Agreement and the schedules annexed hereto, the following terms shall have the respective meanings indicated below:

(i) **"Agreement"** means this master services agreement, together with all of its Schedules, Ordering Documents, and any other document signed by the parties and submitted pursuant to the Agreement.

(ii) **"Applicable Laws"** means any and all (i) laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions and ordinances, including Privacy Legislation (**"Laws"**); (ii) order, directive, judgment, decree, award or writ of any court (including a court of equity), arbitrator or arbitration panel, or any Governmental Authority or other body exercising adjudicative, regulatory, judicial or quasi-judicial powers, including any stock exchange (**"Orders"**); and (iii) policies, guidelines, standards, requirements, notices and protocols of any Governmental Authority (**"Policies"**), which are applicable to or govern Customer, Service Provider or the transactions contemplated by this Agreement.

(iii) **"Applicable Specifications"** means the Documentation, and any other specifications, requirements, and standards, to which the Products, Services or Deliverables (including customizations) are to comply, as agreed upon by the parties.

(iv) **"Agreement Term"** has the meaning ascribed to it in para. 12(a).

(v) **“Background Intellectual Property”** means any pre-existing Intellectual Property owned by Service Provider.

(vi) **“Business Day”** means any calendar day except for Saturday or Sunday or any statutory holiday observed in the Province of British Columbia.

(vii) **“Change”** has the meaning ascribed to it in para. 5(d).

(viii) **“Change Agreement”** has the meaning ascribed to it in Service Provider’s standard Change Request procedures provided to Customer from time to time.

(ix) **“Change Request”** has the meaning ascribed to it in Service Provider’s standard Change Request procedures provided to Customer from time to time.

(x) **“Change Request Procedure”** means the procedure to effect a Change as set out in para. 5(d) and Service Provider’s standard Change Request procedures provided to Customer from time to time.

(xi) **“Claim”** has the meaning ascribed to it in para. 9(a).

(xii) *For the purpose of this definition, the term “Customer” is intended to include its Affiliates and/or OCs as defined in the within Agreement and attached Schedules.* **“Confidential Information”** means this Agreement; the Deliverables; and any information and data included therein or derived therefrom and the form, format, mode or method of compilation, selection, configuration, presentation or expression of the software; and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, sales information, customer, patient or supplier information, including information provided by such customer, patients, or suppliers, or any other information already furnished and to be furnished or made available by Customer to Service Provider, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Customer’s actual and potential customers and patients and other Intellectual Property Rights of Customer, provided, however, that Confidential Information shall not include any data or information:

(A) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of Service Provider, whether through breach of this Agreement or otherwise;

(B) that, prior to disclosure by Customer, was already in the possession of Service Provider, as evidenced by written records kept by Service Provider in the ordinary course of its business, or as evidenced by proof of actual prior use by Service Provider;

(C) independently developed by Service Provider, by Persons having no direct or indirect access to the Customer’s Confidential Information, provided that Service Provider provides clear and convincing evidence of such independent development;

(D) which, subsequent to disclosure, is obtained from a third Person who (I) is lawfully in possession of the such information; (II) is not in violation of any contractual, legal, or

fiduciary obligation to Customer with respect to such information; and (III) does not prohibit Service Provider from disclosing such information to others; or

(E) is further disclosed with the prior written consent of Customer, but only to the extent of such consent.

(xiii) **"Affiliate"** With regard to Specsavers, shall mean any company, partnership, franchise, joint venture, or other entity which directly or indirectly controls, is controlled by or is under common control with a party. Control shall mean the possession of fifty percent (50%) or more of the voting stock or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

(xiv) **"Independent Optometric Corporation" or "OC"** means an entity operating under contract with Specsavers and/or Affiliates of Specsavers, who are not themselves Affiliates, but who provide optical medical services to patients, who frequently occupy a physical clinical space within or neighbouring an Affiliate's location, and who wish to use the Service, to share certain information and data on the OC patients in order to effectively collaborate with the relevant Affiliate for the delivery of a full medical and retail eye care service.

(xv) **"Deliverables"** means the work product Service Provider is to supply to Customer as contemplated by this Agreement and set out and described in a Service Engagement Form; this may include the performance of a task, provision of advice and counsel, assistance or access to a resource (such as access to an information database), computer support, consulting services, maintenance, installation, acquisition, help desk support, training, coding, research and development, any added resource support required by Customer, the development and/or delivery of any software, report and/or Documentation.

(xvi) **"Documentation"** means, in respect of a Deliverable, documents, reports, system and user manuals and guides with respect to the operation, use, maintenance, functions and performance of the Deliverable, and detailed design, functional, operational and technical documentation including system flow charts, program flow charts, file layouts, report layouts, screen layouts, working papers, all designs such as those contained in any word processing documents or databases and bitmaps of user interface designs and any other notes and memoranda in electronic or written format, which were made or obtained in relation to the design and development of such Deliverable.

(xvii) **"Effective Date"** means the date first written above.

(xviii) **"Executive Sponsor"** has the meaning ascribed to it in para. 5(a).

(xix) **"Fees"** has the meaning ascribed to it in para. 7(a).

(xix) **"Governmental Authority"** means any domestic, foreign or supranational government, whether federal, provincial, state, territorial or municipal, and any governmental agency, ministry, department, tribunal, commission, bureau, board or other instrumentality, including international institutions exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

(xx) **“Intellectual Property”** means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software, tools, products knowledge, know-how, including without limitation, trade secrets and other materials or things.

(xxi) **“Intellectual Property Rights”** means (A) any and all proprietary rights anywhere in the world provided under (I) patent law; (II) copyright law, including Moral Rights; (III) trademark law; (IV) design patent or industrial design law; (V) semiconductor chip or mask work law; (VI) trade secret law; (VII) privacy law; or (VIII) any other statutory provision or common law principle applicable to this Agreement which may provide a right in either (I) Intellectual Property; or (II) the expression or use of Intellectual Property; and (III) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing.

(xxii) **“Ordering Document”** means any Order Form, Service Engagement Form, PO, or any other document submitted for the purpose of ordering Products or Services under the Agreement.

(xxiii) **“Party”** means either Customer or Service Provider.

(xxiv) **“Parties”** means both Customer and Service Provider.

(xxv) **“Person”** means any individual, estate, sole proprietorship, firm, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, limited liability company, corporation, body corporate, trustee, trust, Governmental Authority or other entity or organization in Canada, and includes any successor to any of the foregoing.

(xxvi) **“Personal Information”** means any information, including any information identifiable to an individual, that is protected under applicable Privacy Legislation.

(xxvii) **“Privacy Legislation”** means all applicable federal, provincial and local laws including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA), Personal Information Protection Act of British Columbia, the Personal Information Protection Act, the Personal Information Protection Act and Health Information Act of Alberta, the Personal Health Information Privacy Act of Ontario, relating to the processing, protection, or privacy of the Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

(xxviii) **“Products”** means all products that Service Provider provides under the Agreement and may include software, applications, data or data feeds, content, hardware, network equipment, computer equipment or peripheral devices, any related Documentation, and any other product offered by Service Provider, as more specifically defined in the applicable Schedule or Ordering Document.

(xxix) **“Project Manager”** has the meaning ascribed to it in para. 5(b).

(xxx) **“Services”** means the services to be performed by Service Provider as set out and described in a Service Engagement Form and shall include all tasks, duties, functions and responsibilities that are inherent, necessary or customarily provided in relation to the services set out in the Service Engagement Form, even though they may not be fully described in the description therein.

(xxxii) **“Source Code”** means the human-readable form of a computer instruction, including, but not limited to, related system documentation, all comments and any procedural code.

(xxxii) **“Statement of Work” or “SoW”** means a statement of work mutually agreed to and signed by the Parties from time to time per project, which describe the Services and the details and the specifications of the Deliverables to be provided by Service Provider, the form of which is attached hereto as Schedule “1”.

(b) **Headings:** The division of this Agreement into Articles and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Paragraph or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Paragraphs are to Articles and Paragraphs of this Agreement.

(c) **Currency:** Unless otherwise specified, all references to money amounts, including the symbol “\$”, are to Canadian currency.

(d) **Attachments and Schedules:** The following Attachments and Schedules are a part of and are integral to this Agreement:

Schedule “1”	-	Form of SoW
Schedule “2”	-	SaaS Subscription Schedule
Schedule “3”	-	Personal Information Processing Agreement

(e) **Entire Agreement:** The Agreement constitutes the entire agreement between Service Provider and Customer relating to the subject matter hereof and supersedes all other prior or contemporaneous oral and written agreements and understandings. Service Provider and Customer will write and sign (by authorized representatives of both parties) any modification of the Agreement or waiver of any provision. Except as expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly

made in this Agreement or in the agreements and other documents to be delivered pursuant hereto.

(f) **Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the Province of British Columbia. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of the Province of British Columbia and waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such court.

(g) **Severability:** In the event that any provision (or any portion of a provision) of this Agreement or in a Schedule or Ordering Document shall for any reason be held by a court of competent jurisdiction in the Province of British Columbia to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement and/or Schedule or Ordering Document shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.

(h) **United Nations Convention:** The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and any local implementing legislation related thereto.

2 SCOPE OF THE AGREEMENT

(a) **Agreement Framework:** This Master Services Agreement, together with all of its Schedules, Ordering Documents, and any other document signed by the parties and submitted pursuant to the Agreement constitutes the "**Agreement.**" A "**Schedule**" consists of additional terms specific to a certain category of Products or Services purchased under the Agreement. "**Ordering Documents**" may take the form of an Order Form, a Service Engagement Form, or a purchase order ("**PO**"). An "**Order Form**" consists of a description of pricing, quantities, license type, license term, Applicable Specifications, and other business information specific to a Product purchase under the Agreement. A "**Service Engagement Form**" is an SoW, specific to an order for Services under the Agreement. An "**SoW**" is an order for Services consisting of a description of work product, Applicable Specifications, and Services the Supplier will perform under the Agreement, including tasks, Deliverables, milestones, payments, ownership, project timeline, project managers, and other information. These documents may contain "**Attachments**" or "**Exhibits**" that contain additional information relevant to a particular Product, Service, or purchase.

(b) **Precedence:** The documents will have the following order of precedence, as applicable (from highest to lowest): (a) the Master Services Agreement; (b) the Schedules; (c) the Order Forms or Service Engagement Forms; and (d) the POs. Exceptions will apply only for the Ordering Document in which they are included and will not amend, cancel, or waive the provisions of the Agreement for any other Ordering Document. In the event of a conflict between the terms of the Agreement and any of Service Provider's acknowledgments, invoices, or other documents delivered, provided, or made available by Service Provider in connection with the Services or Products, including Service Provider or third party shrink wrap or click-through agreements, the terms of the Agreement will control. Notwithstanding the above, in the event of a specific conflict between a Schedule and the

Master Services Agreement, the Schedule shall control solely with respect to the subject matter of that Schedule.

(c) **Electronic Transmission:** The parties may send the Agreement and its Ordering Documents by electronic transmission, which will satisfy all legal formalities requiring that agreements be in writing. Neither party will contest the validity or enforceability of those electronic transmissions under the statute of frauds (Canada). Computer maintained records produced in hard copy form will constitute business records and will have the same validity as any other generally recognized business records.

(d) **Application:** If Service Provider accepts a PO from Customer for a Product or Service and Service Provider and Customer have not executed a separate written agreement with respect to that PO for that Product or Service, then the terms of the Agreement will apply to that PO. Service Provider acknowledges that the Agreement does not constitute a retainer nor will it require Customer to order any Services or Products.

(e) **Contracting.** Before Service Provider provides or Customer acquires Products or Services, the parties will execute: (a) a Master Service Agreement; (b) the Schedule or Schedules applicable to that Product or Service (e.g. a SaaS Schedule); and (c) an Order Form or Service Engagement Form describing the Products or Services; and Customer will issue the corresponding PO.

(f) Except for (d) and (e), this paragraph will survive the expiration or termination of the Agreement.

3 RELATIONSHIP OF THE PARTIES

(a) **Status:** Service Provider is retained by Customer only for the purposes and to the extent set forth in this Agreement and the applicable Schedules or Ordering Documents. The relationship of Service Provider to Customer shall be that of independent contractor. Neither Service Provider, nor its officers, directors, agents, independent contractors, subcontractors or employees shall be (i) considered employees of Customer; or (ii) be entitled to participate in any pension, stock bonus, profit sharing or other benefits provided to employees of Customer. Service Provider is solely responsible for all obligations relating to its personnel and their compensation, including compliance with laws governing workers' compensation, withholding and payment of any and all taxes, disability insurance, employment insurance contributions, government pension plan contributions, any related employer assessment, contribution or obligation required by law, and the payment of all salary, vacation, pension and other employee benefits.

(b) **Non-Exclusive:** Nothing contained in this Agreement shall be construed to create an exclusive relationship between Customer and Service Provider. Service Provider retains the right to perform work for others during the term of this Agreement. Customer retains the right to cause work of the same or a different kind to be performed by its own personnel or other providers during the term of this Agreement.

4 SCOPE OF SERVICES

(a) **Appointment:** Subject to the provisions set forth below, Customer hereby appoints Service Provider, and Service Provider hereby accepts the appointment, as a non-exclusive independent contractor of Customer to perform the Services and deliver the Products and/or Deliverables as Customer may from time to time request, in its sole discretion, and as set out in a mutually agreeable Schedule or Ordering Document.

(b) **SoW and Performance of Services:** All services to be performed by Service Provider for Customer will be pursuant to an SoW. The SoW shall provide in detail a description and the Applicable Specifications of the required results of the Deliverables to be performed, the commencement date, the time schedule and anticipated duration for the project. Customer may postpone the commencement date or extend the duration of any project upon prior written notice to Service Provider.

(c) **Included Services:** Even though they may not be fully described herein, Service Provider will provide all of the Services and supply all of the Products and/or Deliverables required by this Agreement and the applicable Schedule or Ordering Document. The Services as set out in the SoWs shall be deemed to include all services, tasks, duties, functions and responsibilities that are inherent, necessary or customarily provided as part of the Services even though they may not be fully described in such Service descriptions.

(d) **Skill:** Service Provider represents that it possesses sufficient technical experience, knowledge and training to perform the Services and/or complete and deliver the Deliverables described in the applicable SoW. Service Provider shall perform all services for Customer in a careful, professional and workmanlike manner. Service Provider shall develop the Deliverables in accordance with the description, and such that they meet or exceed the Applicable Specifications, for such Deliverables as set out in the applicable SoW, within the time schedule set forth in the applicable SoW.

(e) **Acceptance:** If acceptance criteria are not set out in the applicable SoW, acceptance of a Deliverable is subject to a reasonable inspection by Customer upon receipt of the Deliverable, notwithstanding any prior payment or inspection. If a Deliverable does not comply with the requirements of this Agreement, without limiting any other rights, Customer may require Service Provider, at Service Provider's risk and expense, to:

(i) promptly repair, replace or reperform the rejected Deliverable.

(f) **Knowledge Transfer:** Service Provider will transfer to Customer such knowledge, ideas, concepts, information, online demonstration, diagrams, documentation, and other materials required for Customer to understand and manage the Deliverables and/or Products delivered by the Service Provider.

(g) **Service Provider Personnel:**

(i) **Key Personnel:** During the term of a Statement of Work, Service Provider shall not transfer or re-assign any Service Provider personnel identified in such Statement of Work as a "key personnel" or as filling a position identified in such Statement of Work as a "key position"

(collectively "**Key Personnel**") without Customer's prior written consent, except where forced to do so in the case of sickness, resignation or other similar causes beyond Service Provider's reasonable control. If Customer consents to or requires the replacement of a Key Personnel, Service Provider shall ensure that such recommended replacement has sufficient skill and will provide Customer with the resume and qualifications for such replacement. Before assigning a replacement, Service Provider shall obtain Customer's written approval of such replacement, which approval may be withheld in Customer's sole discretion.

(ii) **Agreements with Personnel:** In addition to any written agreements expressly required herein, Service Provider shall obtain and maintain in effect written agreements with each of its personnel who participate in rendering Services hereunder. Such agreements shall contain terms sufficient for Service Provider to comply with all provisions of this Agreement and to support all grants and assignments of rights and ownership of the Deliverables and/or Products and the Intellectual Property Rights thereunder, including, but not limited to, a waiver of any and all moral rights under the Canadian Copyright Act, R.S.C. 1985, c. C-42, that such employee may have in any copyrightable material produced by such personnel. Upon request, Service Provider shall provide to Customer copies of the written agreements with its personnel required under this provision.

(h) **Procedures and Policies:** Service Provider shall observe all applicable procedures and policies of Customer currently in existence or as may be adopted or amended from time to time, including Customer's security policy relating to security of, access to, or use of, Customer's premises and property. Customer may change its policies and procedures in its sole discretion and will provide Service Provider with at least thirty (30) Calendar Days prior written notice of same. Service Provider agrees to comply with any such changes but, where appropriate, may seek additional fees pursuant to the Change Request Procedure. Service Provider shall not remove any property of Customer, including any proprietary or confidential information, from Customer's premises without the prior written consent of Customer.

(i) **IT Security Protocols:** If Service Provider or any of its personnel, including permitted subcontractors, requires access to Customer's computer systems or network, whether such access is remote or on premises, Service Provider shall require each of its personnel to abide by Customer's IT Security Protocols for the protection of Customer's systems. Service Provider will be responsible and liable for any actions by its personnel and any permitted subcontractors in accessing Customer's systems. In no event shall Service Provider or any of its personnel access, copy, download or otherwise distribute any data or information, including any Confidential Information or Personal Information, that may be on Customer's systems without Customer's express written consent and then only to the extent and scope of such consent and as necessary to perform the Services.

(j) **Compliance with Applicable Laws:** In the performance of the Services and development and delivery of the Products and/or Deliverables, Service Provider shall comply with all Applicable Laws in Canada and/or collective bargaining agreements of any union having jurisdiction over Service Provider's performance of the Services and delivery of the Products and/or Deliverables and shall hold and fully comply with all required licences, permits, consents and approvals.

(k) **Subcontracting Service:** Service Provider may not subcontract the performance of any part of the Services or delivery of any Products and/or Deliverables or portion thereof to any Person without the prior written consent of Customer. To the extent that subcontractors will be providing services, Service Provider is responsible and liable to Customer for the acts and omissions of its subcontractors, in the same manner as if such acts or omissions were those of Service Provider and further provided that such approved subcontractors are subject to written agreements that give effect to the rights and obligations of Service Provider under this Agreement, including, without limitation, all provisions of this Agreement relating to confidentiality and assignment of rights and ownership of the Deliverables and all Intellectual Property Rights thereunder. Upon request, Service Provider shall provide to Customer copies of the written agreements with subcontractors required under this provision.

5 CONTRACT ADMINISTRATION

(a) **Executive Sponsor:** Each Party shall designate an executive sponsor ("**Executive Sponsor**") who shall act as that Party's relationship manager for the other Party and have the authority to make any major decisions in relation to this Agreement or in respect of a particular Service under an Ordering Document. As of the effective date, the Executive Sponsors are:

- (i) in the case of Service Provider: Dr. Julian Lisinski; and
- (ii) in the case of Customer: Naomi Barber.

Either Party may change its Executive Sponsor at any time by providing the other Party notice of such change.

(b) **Project Managers:** Each Party shall appoint a project manager ("**Project Manager**") who shall administer that Party's activities in connection with each Schedule and/or Ordering Document, and under this Agreement as it relates to a Schedule and/or Ordering Document, and shall serve as a single point of communication between the Parties in respect of the activities of the Parties pursuant to each Schedule and/or Schedule or Ordering Document and this Agreement. Each Project Manager shall have sufficient authority and technical qualifications to carry out their duties.

(c) **Meetings:** The Ordering Document shall stipulate the type and frequency of meetings to be held in relation to the performance of the Services and delivery of the Deliverables. Such meetings may be in person, by telephone or videoconference.

(d) **Change Request Procedure:** Either Party may request additions, deletions or amendments in respect of the development of the Deliverables or the provision of the Services ("**Change**") by following Service Provider's standard Change Request procedures provided to Customer from time to time. Service Provider shall have no obligation to perform, and Customer shall have no obligation to pay for, services related to any proposed Change unless both Parties have agreed to the Changes in writing in accordance with Service Provider's standard Change Request procedures. In no event shall the Services or the Deliverables be deemed altered, amended, enhanced, or otherwise modified except in accordance with Service Provider's standard Change Request procedures. Upon agreement of the Parties to the Change, the Parties shall enter into a Change Agreement, which shall form a part of and amend the applicable Statement of Work. Service Provider shall keep all

records related to all Changes, Change Requests, Change Proposals and Change Agreements in accordance with Service Provider's standard Change Request procedures.

6 BACKGROUND INTELLECTUAL PROPERTY AND OWNERSHIP OF DELIVERABLES

(a) **Background Intellectual Property:** Service Provider may not use or incorporate in as part of the Deliverables any Background Intellectual Property unless:

- (i) Service Provider has clearly defined and described the Background Intellectual Property;
- (ii) the use and incorporation of the Background Intellectual Property will result in a more efficient and cost-effective development of the overall project and will satisfy some or all of the requirements and contain functionality to satisfy some or all of the Applicable Specifications; and
- (iii) Customer has agreed, in writing, to the use and incorporation of the Background Intellectual Property in and to the Deliverables.

If Customer did not agree to the use and inclusion of any Background Intellectual Property, then Service Provider shall ensure that the Deliverables are and shall be deemed to be original works. To the extent that Customer agreed to the inclusion of any Background Intellectual Property as part of the Deliverables, Service Provider hereby grants to Customer a fully paid-up, royalty free, irrevocable and non-cancellable, non-exclusive, assignable and transferable right to Use the Background Intellectual Property without restriction, except that any such Use must be in conjunction with the Deliverables in which the Background Intellectual Property is incorporated and not as a separate item. For the purpose of the foregoing, "**Use**" means one or more of the following rights to: use, modify, adapt, translate; create changes, alterations, modifications, improvements, adoptions, enhancements and derivative works based upon or derived from the Background Intellectual Property; reproduce, copy, display, perform or communicate in any manner; and license or sublicense.

(b) **Intellectual Property Rights:** Service Provider acknowledges and agrees that all worldwide right, title and interest, including, without limitation, all Intellectual Property Rights in and to any and all Deliverables developed by Service Provider under an SoW, shall be the sole property of Service Provider.

(c) **Moral Rights:** Prior to beginning any work under an SoW, Service Provider shall, in writing, and in a form satisfactory to Customer, acting reasonably, expressly and irrevocably, confirm that it has obtained from each and every individual working for Service Provider a waiver of any and all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation) or at common law, that such individual, as author of the Deliverable, has with respect to any copyrighted or copyrightable portion thereof prepared by such individual under an SoW, including, without limitation, the right to attribution of authorship, the right to restrain any distortion, mutilation or other modification of the Deliverable, and the right to prohibit any use thereof in association with a product, service, cause or institution that might be prejudicial to such individual's honour or reputation.

(d) **Further Assurance:** During and after the term of this Agreement, Service Provider shall from time to time, as and when requested by Customer and at Customer's expense, (i) execute all papers and documents and perform all other acts necessary or appropriate, in the discretion of Customer, to evidence or further document Customer's ownership of the Deliverables and/or Software and the Intellectual Property Rights therein; and

(ii) assist Customer in obtaining, registering, maintaining and defending for Customer's benefit (which defense shall be at Customer's expense except to the extent such defense is made in connection with any claim or other event covered by Service Provider's indemnity obligation contained in para. 10((a))(iv)) hereof), all Intellectual Property Rights in the deliverables and/or Software in Canada as Customer may determine in its sole discretion.

(e) **Warranties:** Warranty provisions specific to each Product shall be set forth in an applicable Schedule, executed by both Parties. Subject to the express warranty provisions set forth in each Product Schedule, Service Provider represents and warrants to Customer that:

(i) Service Provider has the full unencumbered right and entitlement to assign all Intellectual Property Rights transferred and assigned in this Agreement, and the ownership and exploitation by Customer of the Deliverables, as contemplated by this Agreement, will not violate or infringe any Intellectual Property Rights of any other Person;

(ii) Service Provider has made no Intellectual Property Rights registrations of any nature in any jurisdiction in the world in respect of the Deliverables including copyright, patent and trademark registrations; and

(iii) the Deliverables are original works of authorship developed by Service Provider for Customer.

7 FEES

(a) **Fees:** In consideration of Service Provider performing the Services and providing the Deliverables and/or Products described in the applicable Ordering Document, Customer will pay Service Provider the amounts agreed to on the terms set out in the Ordering Document. The Ordering Document will provide (i) whether the fees for the Deliverables will be determined on a fixed price basis or on a time and materials basis (the "**Fees**"); (ii) the invoice address of Customer to which the invoices should be sent; and (iii) the payment terms.

(b) **Fixed Price Fees:** When the Fees payable by Customer are determined on a fixed price basis, Service Provider will invoice Customer for the Fees and the expenses incurred by Service Provider in accordance with the milestone payment plan set out in the applicable Ordering Document, or if not set out therein, when the Deliverables have been accepted in accordance with this Agreement.

(c) **Expenses:** Unless otherwise agreed by the Parties as set out in the applicable Ordering Document, Service Provider agrees that it will not incur any expenses for Customer's account, without Customer's prior written approval.

(d) **Taxes:** Customer shall pay any and all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the transactions contemplated in this Agreement, consisting of federal, provincial and local, excise, sales, use, goods and services, harmonized and any taxes or other amounts in lieu thereof. Customer shall not be responsible for

any taxes based on Service Provider's income, capital or any property used by Service Provider in the performance of the Services. Any applicable withholding taxes shall be deducted from payments to Service Provider and Customer shall remit same to the appropriate Governmental Authorities, unless Service Provider provides Customer with appropriate documentation and/or exemption certificates. Customer is not required to pay nor is it liable or responsible for, and Service Provider agrees to indemnify and hold Customer harmless against, any penalty, additional taxes, costs or interest that may be assessed or levied resulting from failure of Service Provider to file any return, form or information statement that may be required by any taxing authority.

8 PERSONAL INFORMATION AND CONFIDENTIALITY

(a) **Personal Information:** In no event shall Service Provider obtain or require access to any Personal Information in the provision of the Services and/or Products including the development of any Deliverables, unless explicitly set out in the applicable Schedule and/or Ordering Document that such access is required. If the applicable Schedule and/or Ordering Document does not contemplate that Service Provider requires access to any Personal information and Service Provider accesses any Personal Information in the course of performing such Services and/or Products, then Service Provider shall immediately notify Customer, prevent the further disclosure and dissemination of such Personal Information, and shall follow Customer's instructions in relation to the Personal Information, which may include the return or destruction of any and all copies of Personal Information that it obtained and some or all of the procedures set out in Service Provider's Privacy Policy found at: <https://verifiednet.com/privacy-policy/> and as identified in the attached Personal Information Processing Agreement (Schedule "3"). In no event shall Service Provider use such Personal Information for any purpose whatsoever. If the applicable Schedule and/or Ordering Document contemplates and authorizes the Service Provider to access Personal Information, then the provisions set out in Schedule 3 shall apply to such Schedule and/or Ordering Document, and Service Provider shall comply with such provisions.

(b) **Confidentiality Obligation:** Service Provider acknowledges and agrees that it will have access to, or become acquainted with, Confidential Information of Customer. Service Provider further acknowledges and agrees that the Confidential Information constitutes valuable trade secrets of Customer. Except as required by law, Service Provider shall, and shall cause its employees, agents and subcontractors, to hold Confidential Information of Customer in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of Customer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care. Service Provider agrees not to make use of Customer's Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third Person other than employees, agents and contractors of Service Provider who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.

(c) **Subpoena:** In the event that Service Provider receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental or regulatory body, Service Provider agrees

to (i) immediately notify Customer of the existence, terms and circumstances surrounding such a request; (ii) consult with Customer on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, permit and provide such assistance as Customer may request to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which Customer so designates.

(d) **Injunctive Relief:** Service Provider acknowledges and agrees that any unauthorized use or disclosure by it of any Confidential Information, in whole or part, may cause irreparable damage to Customer, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. Service Provider agrees that Customer shall be entitled to temporary and permanent injunctive relief to restrain Service Provider from any unauthorized disclosure or use of any Confidential Information, without having to post bond. Nothing in this Agreement shall be construed as preventing Customer from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this para. 8, including the recovery of monetary damages from Service Provider.

9 INDEMNITY

(a) **General Indemnification:** Indemnification provisions specific to each Product shall be set forth in an applicable Schedule, executed by both Parties. Subject to the express indemnification provisions set forth in each Product Schedule, Service Provider shall defend, indemnify and hold harmless Customer from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses ("**Claim**"), including, without limitation, reasonable legal fees and costs of suit, arising out of or in connection with any:

- (i) negligent act or omission of Service Provider;
- (ii) personal injury, including death, or any property damage caused by the acts or omissions by Service Provider;
- (iii) breach by Service Provider of its obligations under para. 8 and, if applicable, Service Provider's Privacy Policy found at: <https://verifiednet.com/privacy-policy/>; or
- (iv) allegation that any Deliverable, Product or part thereof, or the use of the Deliverable, Product or part thereof infringes any Person's Intellectual Property Rights.

(b) **Procedures for Indemnification:** Without limiting Service Provider's indemnity obligations contained in this para. 9, Customer shall provide Service Provider: (i) prompt written notice of the Claim; and (ii) all reasonable information and assistance from Customer, at Service Provider's expense, which Service Provider may require to defend the Claim. Service Provider shall have carriage of the defence of the Claim, and all negotiations for the settlement or compromise thereof, provided that Customer may have counsel present to represent Customer's interest and that no settlement or compromise thereof shall attach any liability to or require payment from Customer.

(c) **Remedies:** In the event of an action for infringement as described in para. 9(a)(iv), Service Provider will, in its sole discretion, either (i) obtain the right to use the infringing material for the purposes of this Agreement;

- (ii) modify the Deliverables and/or Product so as to render them non-infringing and functionally equivalent; or
- (iii) provide Customer with functionally equivalent substitute Deliverables and/or Product, provided, however, that if none of the other options set forth in this Paragraph is commercially reasonable, Service Provider will refund to Customer all Fees paid to Service Provider under the applicable Ordering Document and under any other Ordering Document where the Deliverables and/or Products under such Ordering Document are adversely affected by the inability to use the infringing Deliverable and/or Product.

10 INSURANCE

(a) **Insurance Coverage:** Service Provider shall, at all times during the Term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement, maintain the following policies of insurance in effect:

- (i) worker's compensation insurance or any alternative plan or coverage as permitted or required by Applicable Law;
- (ii) commercial general liability insurance (bodily injury, product liability and property damage) with contractual liability insurance to cover liability relating to this Agreement with a minimum coverage of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate;
- (iii) "All Risk" property insurance in an amount equal to the full replacement value of the premises, equipment and network used to provide the Services;
- (iv) professional liability insurance covering the liability for financial loss due to error, omission or negligence of the Service Provider with a minimum coverage of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate;
- (v) fidelity/crime/cyber security insurance policy covering employee dishonesty and computer fraud for loss arising out of, or in connection with, fraudulent or dishonest acts committed by the personnel of Service Provider, as well as employees of Subcontractors acting alone or in collusion with others, in a minimum amount of five million dollars (\$5,000,000) per loss; and
- (vi) whenever Service Provider possesses, stores, processes or has access to Customer's Confidential Information or any Personal Information, Cyber or Network Liability Insurance with a minimum coverage of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate.

(b) **Requirements:** Service Provider shall promptly deliver to Customer certificates of insurance made out by the applicable insurer(s) or their authorized agents for the insurance required under this Paragraph and for any material policy amendments thereto. Each policy shall provide for thirty (30) days' prior written notice to be given by insurer to Customer in the event of any termination, non-renewal or cancellation or any material change in coverage or deductibles. Customer is to be shown as additional insured under the insurance coverage required in this Paragraph, with the exception of Workers' Compensation. Service Provider, Service Provider's insurer(s) and anyone claiming by, through, under or on Service Provider's behalf shall have no claim, right of action or

right of subrogation against Customer based on any loss or liability insured under the required insurance. All required insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the jurisdiction in which the Services are rendered and are rated "A VIII" or better by A.M. Best.

11 LIMITATION ON LIABILITY

(a) **Exclusion of Certain Types of Damages:** SUBJECT TO PARA. 11(c), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST REVENUE, LOST PROFITS, DAMAGED DATA, FAILURE TO ACHIEVE COST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, OR THE FAILURE OR INCREASED EXPENSE OF OPERATIONS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Direct Damages:** SUBJECT TO PARA. 11(c), IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY EITHER PARTY AGAINST THE OTHER OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING A BREACH BY A PARTY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM THE BREACHING PARTY PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO: (I) IN THE CASE OF A BREACH BY SERVICE PROVIDER, AMOUNT EQUAL TO 150% OF THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER IN THE 12 MONTHS PRECEDING THE DATE OF THE EVENT.

(c) **Exceptions:** The provisions of paras. 11(a) and 11(b) shall not apply to or limit (i) liability for breach of para. 8 or, if applicable, Service Provider's Privacy Policy found at: <https://verifiednet.com/privacy-policy/> or the attached Schedule 3; (ii) liability for infringement or misappropriation of the other Party's Intellectual Property Rights; (iii) the indemnity obligations set forth in paras. 9(a)(i) to 9(a)(iv); (iv) losses or damages caused by Service Provider's fraud, gross negligence or willful misconduct; or (v) payment obligations arising under para. 7.

(d) **Essential Terms.** THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER SERVICE PROVIDER NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

(e) **Beneficiaries.** Every right, exemption from liability, release, defence, indemnity, immunity and waiver of whatsoever nature applicable to a Party under this Agreement shall also be available and shall extend to benefit and to protect such Party's affiliates, subcontractors, agents, licensors, suppliers and the directors, officers, employees, contractors and agents of the foregoing and for such purposes such Party is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons in respect to the rights, exemptions, releases, defenses, indemnification, immunities and waivers applicable to such companies and persons.

12 TERM AND TERMINATION

(a) **Term of Agreement:** The term of this Agreement shall commence on the Effective Date and shall remain in effect unless and until terminated in accordance with the provision set out in this para. 12 (the “**Agreement Term**”).

(b) **Termination of Agreement:** Provided that there is no Schedule or Ordering Document outstanding and in effect, and, except for any obligations stated to survive termination or expiration of the Schedule or Ordering Document, all obligations of the Parties pursuant to all Schedules or Ordering Documents have been satisfied, either Party may terminate this Agreement upon written notice to the other, subject to para. 12(g).

(c) **Customer's Right to Terminate a Schedule or Ordering Document:** Subject to para. 12(f), Customer may terminate one or more or all Schedules or Ordering Documents and this Agreement and the rights granted thereunder and hereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if:

(i) Service Provider breaches any of its obligations under a Schedule or Ordering Document and such breach continues for a period of fifteen (15) days calendar days after delivery of a written notice by Customer requiring Service Provider to correct such failure; or

(ii) a termination right contained in a Schedule or Ordering Document is triggered (for example, a service level termination event occurred); or

(iii) Service Provider becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Service Provider applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Service Provider; or Service Provider institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment or debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Service Provider; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Service Provider’s property.

(d) **Service Provider's Right to Terminate a Schedule or Ordering Document:** Subject to para. 12(f), Service Provider may terminate a Schedule or Ordering Document and the rights granted thereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination, if Customer:

(i) breaches any material provision of the applicable Schedule or Ordering Document and such breach continues for a period of fifteen (15) calendar days after delivery of a written notice by Service Provider requiring Customer to correct such failure; or

(ii) becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Customer applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Customer; or Customer institutes any bankruptcy, insolvency,

reorganization, moratorium, arrangement, readjustment or debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Customer and is not dismissed within ninety (90) calendar days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Customer's property and remains unsatisfied for ninety (90) calendar days.

(e) **Waiver:** The waiver by either Party of a breach or default of any provision of this Agreement or a Schedule or Ordering Document by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision. Nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege by such Party constitute a waiver.

(f) **Effect of Termination of a Schedule or Ordering Document:** Upon the termination of a Schedule or Ordering Document, Service Provider shall, cease performing all Services and delivering all Products contemplated thereunder and Service Provider shall immediately deliver to Customer or its designee:

(i) all Deliverables, including Documentation, in its current state and all documents, media or items containing, in whole or part, any Confidential Information;

(ii) all equipment, tools, identification cards, security passes and other materials owned by Customer and furnished to Service Provider to facilitate the performance of services by Service Provider; and

(iii) when requested by Customer, a notarized affidavit executed by Service Provider certifying that Service Provider has fully performed all termination obligations contemplated by this para. 12(f) as well as any termination obligations as contemplated in the attached Schedules, and that no items or copies of the above mentioned materials remain in Service Provider's possession or control.

(g) **Survival of Covenants:** Notwithstanding the termination or expiration of this Agreement for any reason, the covenants set out in this para. 12(g) and in paras. 1, 2, 6, 8, 9, 11, 12, and 12(f) of this Agreement shall survive any such termination or expiration.

13 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay:

(a) is caused by any of the following: (i) acts of war, terrorism, civil riots or rebellions; (ii) quarantines, pandemics, embargoes and other similar unusual governmental action; or (iii) extraordinary elements of nature or acts of God (other than localized fire, hurricane, tornado or flood); and

(b) could not have been prevented by the non-performing Party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing Party through the use of substitute services, alternate sources, workaround plans or other means

by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied.

Events meeting both of the criteria set forth in paras. 14(a) and 14(b) above are referred to individually and collectively as “**Force Majeure Events**”. The Parties expressly acknowledge that Force Majeure Events do not include vandalism, the regulatory acts of Governmental Authorities, labour strikes, or the non-performance of third Persons or subcontractors relied on for the delivery of the Services, unless such failure or non-performance by a third Person or subcontractor is itself caused by a Force Majeure Event, as defined above. Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay. If a Force Majeure Event causes a material failure or material delay in the performance of any Services for more than two (2) Business Days’, Customer may, at its option, procure such Services from an alternate source until Service Provider is again able to provide such Services, and Customer shall be relieved from paying any Fees to Service Provider for the duration that Customer has retained such alternate; or Customer may terminate this Agreement and each Schedule or Ordering Document without liability to Service Provider.

14 MISCELLANEOUS

(a) **Notice:** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by fax (receipt of which is confirmed, with a copy delivered by certified mail), to the last address furnished by the other Party to the Party giving notice.

Any such notification shall be deemed delivered (i) upon receipt, if delivered personally; or (ii) on the next Business Day, if sent by national courier service for next Business Day delivery or if sent by fax.

(b) **Modifications:** This Agreement may be modified only upon written agreement by the Parties hereto.

(c) **Further Assurances:** The Parties hereto agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Agreement and the obligations of the Parties hereunder.

(d) **Assignment:** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, except to a wholly-owned subsidiary of a Party, and both Parties agree in writing to be bound by the terms of this Agreement. Such agreement cannot be unreasonably withheld.

(e) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same agreement, and delivery of such counterparts may be effected by means of facsimile or other electronic transmission.

(f) **Time:** Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for in this agreement may be extended or abridged by agreement in writing signed by the Parties.

Accepted and agreed to by the authorized representative of each party:

Verified Network Inc.

DocuSigned by:

36729D0A64544E3...

By (Signature)

Andy Chapman

Name

CEO

Title

22/12/2023 | 12:15 GMT

Date



By (Signature)

Name

Title

Date