

NEFITS AUDIT AGREEMENT

THIS WORK CONTRACT & CONFIDENTIALITY AGREEMENT ("the Agreement")
dated this 15th day of August, 2023.

BETWEEN:

XZY Corporation Ltd. of 123 Street, Ottawa, ON K1P 5G3, Canada
(the "Client")

OF THE FIRST PART

- AND -

Red Helm Canada Ltd. of 116 Albert St Suite 300, Ottawa, ON K1P 5G3, Canada
(the "Advisor Firm")

OF THE SECOND PART

BACKGROUND:

- A. The Client is of the opinion that the Advisor Firm has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- B. The Advisory Firm is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Advisory Firm (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Advisory Firm to provide the client with the following consulting services (the "Services")

- a. Investigate and provide a detailed report outlining the requirements placed on internal staff relative to industry standards for the administration of pensions, group savings, health spending accounts, wellness spending accounts, employee assistance programs, group extended health, dental, critical illness, disability, and life insurance plans.
 - b. Provide “best practices” and solutions to remedy inefficiencies in processes and reduce staff burden for the administration of the above-mentioned employee benefits
 - c. Investigate and provide a details report analysing the relative competitiveness of employee benefits pricing
 - d. Provide a details report outlining industry standards on brokerage commissions
 - e. Provide alternative employee solutions which will reduce costs for the Client
2. The Services will also include any other consulting tasks which the Parties may agree on. The Advisory Firm hereby agrees to provide such Services to the Client.

Terms of Agreement

3. The term of this “Agreement” (the “Term”) will begin the date of the Agreement and will remain in full force until 3 months from the date of this agreement, subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure the terms of the Agreement take effect.

Compensation

5. The Advisory Firm will not charge any consulting fees for the service (the “Compensation”).

Reimbursement of Expenses

6. The Advisory Firm will bear all expense related to the to the Service Provided

Access to Resources

7. The client shall make accessible the resources necessary for the Advisory Firm to conduct a thorough investigation within the scope of the Service Provide. This may include.
 - a. An up-to-date employee census
 - b. Documents pertaining to past group benefits such as renewal statements, rate history, claim history statements, and plan booklets.
 - c. Documents pertaining to group savings plan such as statements
 - d. Access to an HR staff to conduct interviews

Confidentiality

8. Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which could reasonably be considered private or proprietary, or that is not generally known publicly or external to this agreement
9. The Advisory Firm agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Advisory Firm has obtained, except as authorized by the Client, or as required through the scope of the Service Provided or as required by law
10. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
11. All written, digital, and oral information and material disclosed or provided by the Client to the Advisory Firm under this Agreement is Confidential Information

regardless of whether it was provided before or after the date of the Agreement of how it was provided to the Advisory Firm

12. The Advisory Firm may store confidential information pertaining to the Client but agrees to maintain diligence in applying generally accepted industry standards of digital and operational security.

Ownership and Title

13. The Advisory Firm acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Client. Accordingly, the Advisory Firm specifically agrees and acknowledges that the Advisory Firm will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-mark or trade names, notwithstanding the fact that the Contractor may have created or contributed to the creation of that Confidential Information.
14. The Advisory Firm does hereby waive any moral rights that the Advisory Firm may have with respect to the Confidential Information.
15. The Advisory Firm agrees to immediately disclose to the Client all Confidential Information developed in whole or in part by the Advisory Firm during the Term of Agreement.

Waiver of Liability

16. The Advisory Firm provides professional advice, recommendations, and information based on their expertise and best judgment. However, the Advisory Firm shall not be held liable for any decisions, actions, or outcomes resulting from the Client's use of this information. The Client acknowledges that they are solely responsible for how they utilize the Advisory Firm's advice and assumes all risks associated with such use.

Remedies

17. The Advisory Firm agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality

of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Client. Accordingly, the Advisory Firm agrees that the Client is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Advisory Firm and any agents of the Advisory Firm r, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

18. The Advisory Firm agrees that, upon request of the Client, or in the event that the Advisory Firm ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Advisory Firm will turn over to the Client all documents, disks or other computer media, or other material in the possession or control of the Advisory Firm that:
- a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. Is connected with or derived from the Advisory Firm's services to the Client.

Notices

19. In the event that the Advisory Firm is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Advisory Firm will give to the Client prompt written notice of such request so the Client may seek an appropriate remedy or alternatively to waive the Advisory Firm's compliance with the provisions of this Agreement in regards to the request.
20. If the Advisory Firm loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Advisory Firm will immediately notify the Client and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

21. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by email, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
22. The email addresses for any notice to be delivered to any of the parties to this Agreement are as follows:
- a. Name: Red Helm Canada
Email Address: info@redhelm.ca
 - b. Name: Client
Email Address: Client@EmailAddress.com

Representations

23. In providing the Confidential Information, the Client makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade-mark infringement that may result from the use of such information.

Survival and Termination

24. To the extent that they remain unperformed at the termination of this Agreement, or are intended by their nature to survive such termination, the obligations of the parties herein shall not end but shall survive such termination.

Assignment

25. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

26. This Agreement may only be amended or modified by a written instrument executed by both the Client and the Advisory Firm.

Governing Law

27. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

Additional Provisions

28. The results of any services provided by the Advisory Firm to the Client are the sole property of the Client.

General Provisions

29. Time is of the essence in this Agreement.

30. This Agreement may be executed in counterpart.

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

32. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

34. The Client and the Advisory Firm acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Client and the Advisory Firm that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and

enforceable, bearing in mind that it is the intention of the Advisory Firm to give the Client the broadest possible protection to maintain the confidentiality of the Confidential Information.

35. No failure or delay by the Client in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
36. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Client and the Advisory Firm.
37. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF Red Helm Canada Ltd. and the Client have duly affixed their signatures under hand and seal on this 15th day of August, 2023.

Red Helm Canada Ltd.

Per: _____ (Seal)

Per: Advisor Name_(Advisor)

Client Name

Per: _____ (Seal)

Per: Client Name_(Representative)