

Independent Consultant Agreement

This Independent Consultant Agreement (this "**Agreement**") is entered into by and between QC INTEGRATED SOLUTIONS INC., (the "**Consultant**") and the "**Client**" identified in a PURCHASE ORDER.

WHEREAS, the Consultant is in the business of building, distributing and consulting in connection with automated testers designed to perform the compliance testing required by manufacturers of disposable AED and ECG electrodes;

AND WHEREAS, the Client desires to retain the Consultant to provide certain consulting Services (hereafter defined), upon the terms and conditions hereinafter set forth;

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date specified in the STATEMENT OF WORK shown in the PURCHASE ORDER ("**Commencement Date**") and shall continue until completion of the Services (the "**Termination Date**"), unless earlier terminated in accordance with Section 10 (the "**Term**").

2. Services

2.1 The Consultant shall provide the services set forth in the in the STATEMENT OF WORK shown in the PURCHASE ORDER (the "**Services**") to the Client through the Consultant's own employees or sub-contractors (the "**Consultant's Personnel**").

2.2 The Consultant shall determine the manner or means by which it performs the Services for the Client, including but not limited to the time and place for performance of the Services.

2.3 Unless the Client is providing specific "**Client Materials**" set forth in the STATEMENT OF WORK shown in the PURCHASE ORDER, the Consultant shall furnish, at its own expense, the equipment, supplies, tools and other materials used to perform the Services.

2.4 The Client shall provide the Consultant with access to its premises and equipment to the extent necessary for the Consultant's performance of the Services.

2.5 The Consultant shall make itself available for consultation with the Client at such times and places as are mutually agreeable to the parties.

3. Independent Contractor Relationship

3.1 The Consultant is and shall remain at all times an independent contractor and not an employee or dependent contractor of the Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between the Consultant and the Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

3.2 The Consultant shall provide the Services to the Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term of this Agreement and thereafter.

4. Fees and Expenses

4.1 In consideration of the provision of the Services by the Consultant, the Client shall pay the Consultant the amounts described in the STATEMENT OF WORK shown in the PURCHASE ORDER (the "**Fees**").

4.2 The Consultant shall be responsible for any expenses incurred by the Consultant or the Consultant's Personnel in connection with the performance of the Services.

4.3 The Consultant shall issue invoices to the Client in accordance with the Fees in the STATEMENT OF WORK shown in the PURCHASE ORDER, as applicable. If not specified, to the extent Fees are to be calculated on an ongoing or hourly basis and not tied to particular projects or milestones, the Contractor will generally invoice on a monthly basis for its Fees for Services performed in the immediately preceding month. The Contractor reserves the right to alter its invoicing schedule.

- 4.4 The Client shall pay all Fees within fifteen (15) days after the Client's receipt of the Consultant's invoice. All payments shall be in UNITED STATES DOLLARS and made by wire, major credit card or other immediately available funds accepted by Consultant.
- 4.5 The Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable by Client hereunder.
- 4.6 The Consultant shall be responsible for deducting and remitting applicable to the appropriate regulatory authorities.
5. Confidential Information
- 5.1 Without the express written consent of the other party, each party (the "**Receiving Party**") will refrain from disclosing to any body corporate, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust or any individual natural person ("**Person**") any Confidential Information (hereafter defined) disclosed to it by the other party (the "**Disclosing Party**") in connection with this Agreement, whether relating to any of the Disclosing Party's IP Rights (hereafter defined), contracts, agreements, financial statements, corporate records, customer info, proprietary supplier or procurement information (including pricing), products and product data, human resources information, sales information, expert industry advisors and contacts, manufacturers, markets, software, business plans and models, procedures, processes, methods, opportunities, marketing plans and materials (together, "**Confidential Information**"), except to the Receiving Party's affiliates, shareholders, directors, officers, employees, agents, advisors, representatives or sub-contractors ("**Representatives**") who (i) need to know such Confidential Information for the purposes of this Agreement, (ii) are informed of the confidential nature of the Confidential Information divulged, and (iii) agree to hold such Confidential Information in confidence.
- 5.2 Confidential Information does not include any information that: (i) is already in the public domain at the time of disclosure; (ii) becomes publicly known through no fault of the Receiving Party; (iii) is acquired by the Receiving Party from any Person not in breach of any obligation of confidence by such Person or the Receiving Party; or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.
- 5.3 Unless the Disclosing Party provides a written consent, the Receiving Party shall only use Confidential Information for the purposes contemplated by this Agreement and for no other purpose. The Receiving Party shall protect the Confidential Information from unauthorized use, access or disclosure using no less than a commercially reasonable degree of care.
- 5.4 Except for the rights to use the Confidential Information as described herein, the Disclosing Party retains all right title and interest to its Confidential Information.
- 5.5 If a Receiving Party receives notice indicating that it may or will be required to disclose any Confidential Information concerning this Agreement in accordance with Applicable Law or otherwise, it shall provide the Disclosing Party with prompt notice so that the Disclosing Party may, at its sole option, seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained for whatever reason, the Receiving Party shall furnish only that portion of such Confidential Information that it is legally required to disclose.
- 5.6 Subject to section 6.2, at any time reasonably requested by the Disclosing Party, the Receiving Party shall delete, destroy or return some or all Confidential Information to the Disclosing Party, as requested, and provide a certificate of deletion, destruction or return as applicable.
- 5.7 The Receiving Party shall be fully responsible for its Representatives and shall be liable for the breach of any confidentiality of its Representatives.
6. Deliverables: Intellectual Property & Reliance
- 6.1 Subject to section 6.2 and 6.3, as between Consultant and Client, all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**IP Rights**") in any reports, summaries or

other work product provided to Client by Consultant as a result of the Services performed under this Agreement (the “**Deliverables**”) shall be owned by Consultant.

6.2 Notwithstanding any other provision herein, to the extent that Confidential Information of Client or Client Materials are incorporated into certain Deliverables, Consultant may retain such Deliverables and enjoy full use and ownership of such Deliverables provided that in such circumstances Consultant may not disclose such Deliverables to any Person other than its Representatives unless and until such Confidential Information or Client Materials are removed from such Deliverables.

6.3 The Consultant hereby grants to the Client a perpetual, non-exclusive, worldwide, royalty-free license to use the Deliverables and the IP Rights therein for the Client’s internal business purposes and not for resale or distribution. The Deliverables are solely for the benefit of the Client and not for the benefit of any other Person. The Deliverables are rendered solely in connection with the request to which they relate.

7. Representations and Warranties

7.1 Each party represents and warrants to the other that: (i) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully its obligations under this Agreement; and (ii) the execution of their Agreement by its representatives whose signature is set forth at the end of this Agreement has been duly authorized.

7.2 The Consultant represents and warrants the Consultant shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

7.3 Other than expressly provided herein, the Consultant makes no other express or implied representation or warranty with respect to the Services or Deliverables, including without limitation, any warranty of merchantability, fitness for a specific purpose.

8. Indemnification

8.1 Each party (an “**Indemnitor**”) shall defend, indemnify and hold harmless the other and the other’s officers, directors, employees, agents, successors and assigns (individually and collectively “**Indemnitees**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, arising out of or resulting from the Indemnitor’s breach of any representation, warranty or covenant under this Agreement.

9. Limitations of Liability

9.1 Notwithstanding anything else contained in this Agreement, in no event shall either party be liable to the another for any indirect, consequential, special, incidental, punitive or exemplary damages arising out of or in connection with this Agreement.

9.2 Notwithstanding anything contained in this Agreement, Consultant’s liability to the Client for any reason hereunder shall be limited to the amount actually paid by the Client to Consultant in Fees pursuant to this Agreement during the six (6) months preceding the receipt of notice of any claim.

10. Termination

10.1 During the Term, either party may terminate this Agreement without cause upon 20 business days advance written notice to the other party.

10.2 Either party may terminate this Agreement, effective immediately for breach of the provisions of this Agreement, where such breach is incapable of cure, or with respect to a breach is capable of cure, where the breaching party does not cure such breach within five (5) business days after receipt of written notice of such breach.

10.3 Upon the expiration or the termination of this Agreement for any reason, the following applies:

- (a) Client shall pay the Consultant for any Services completed up to and including the effective date of such termination;
- (b) Consultant shall deliver to the Client copies of all tangible documents, reflecting, incorporating any Deliverables; and

- (c) Subject to section 6.2, the Receiving Party shall permanently erase all of the Disclosing Parties Confidential Information and upon request certify destruction to the Disclosing Party.

11. Force Majeure

- 11.1 Consultant's obligations shall be suspended by any circumstances beyond the reasonable control of Consultant, including labour strikes, war, embargoes, terrorism, civil unrest, flood, fire, earthquake, pandemic (including without limitation COVID-19) extreme and severe weather events, and acts of God. To the extent Consultant is prevented or delayed from performing by reason of force majeure: (a) suspension of performance shall be of no greater scope and of no longer duration than is reasonably attributable to such force majeure and required by any remedial measures; (b) no obligations that arose before the occurrence of such causes shall be excused as the result of the occurrence; and (c) Consultant shall use commercially reasonable efforts to remedy its inability to perform. If performance by Consultant of its obligations is affected by any force majeure it shall as soon as practicable notify the Client of the nature and extent thereof.

12. Notice

- 12.1 Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at its address set out on the PURCHASE ORDER (or to any other address that the receiving party may designate from time to time in accordance with this section, or if none provided to the registered head office of a party). Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email of a PDF document (provided that no delivery failure is received by sender) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed effective only (a) if sent by personal delivery or by courier (all fees prepaid) on the date of actual receipt by the receiving party; if sent by facsimile or email of a PDF document on the date of transmission if a business day or if not a business day or after 5:00 p.m. on the date of transmission, on the next following business day; or if sent by certified or registered mail (postage prepaid) on the third business day after the mailing thereof; and (b) if the party giving the Notice has complied with the requirements of this section.

13. Miscellaneous

- 13.1 Each party shall, upon the reasonable request, and at the sole cost and expense of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- 13.2 This Agreement will be binding on and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 13.3 The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
- 13.4 Any amendment to this Agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is set in writing and signed by the waiving party. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.
- 13.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 13.6 Termination of this Agreement shall not affect the rights or obligations of a party that have accrued prior to the effective date of such termination. The obligations pursuant to sections 7 (representations and warranties), 8 (indemnities) and 9 (limitation of liability) shall survive for a period of two (2) years after termination of this Agreement and section 5 (Confidentiality) (with respect to any trade secrets) and section 6 (IP Rights) shall continue indefinitely. The definitional provisions necessary for the

interpretation and effect to the forgoing shall survive termination as applicable. This provision shall operate to exclude any statutory limitations on claims that would otherwise be established pursuant to the *Limitations Act*, 2002, SO 2002, c 24, Sch B or any successor legislation.

- 13.7 The parties acknowledge and agrees that monetary damages might not be a sufficient remedy for any breach of sections 6 (IP Rights) and 5 (Confidentiality) by the other party, and that, in addition to all other remedies available at law, the parties shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach.
- 13.8 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall apply to the term or provision only to the extent of that invalidity or unenforceability, and shall not affect any other term or provision of this Agreement.
- 13.9 This Agreement together with its accompanying PURCHASE ORDER, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For certainty, the parties acknowledge that this Agreement specifically applies in respect of the Services and Deliverables and that this Agreement supersedes any general terms and conditions relating to the goods or services of either party.
- 13.10 Electronic signatures, whether digital or encrypted, included on the PURCHASE ORDER are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed copy of this document by email or other electronic transmission constitutes valid and effective delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.