

OCTION LABS INC. - ADVISOR TERM SHEET

BARINDER BHULLAR - ANCHOR ADVISOR (HEALTHCARE, GOVERNMENT, CULTURE, AND STRATEGIC ADVISORY GROWTH)

Date: _____

Company: Oction Labs Inc.

Advisor: Barinder Bhullar

Advisor Role: Anchor Advisor

1. EQUITY GRANT

Oction Labs Inc. will grant Barinder Bhullar common shares equal to **3%** of the Company's issued and outstanding equity on a fully diluted basis, as of the effective date.

2. VESTING SCHEDULE

The grant will vest over **24 months** from the effective date.

Tranche	Percentage	Vesting Condition
Time-based	0.75% (25% of total)	Monthly over 24 months (1/24 per month)
Milestone 1	0.5625%	Signed engagement with first healthcare or government client introduced by Advisor
Milestone 2	0.5625%	Advisor introduces one or more strategic advisors who execute an Advisor Agreement
Milestone 3	0.5625%	First client contract with initial value of CAD \$100,000 or more attributable to Advisor
Milestone 4	0.5625%	Signed client engagement in a hard-to-access niche or sector introduced by Advisor

3. COMMISSION ON CLIENT CONTRACTS

For any client introduced by Advisor that enters into a contract with Oction Labs Inc. or Oction Consulting and Marketing Inc.:

- **10%** of the net profit attributable to the client contract.
- Net profit means the gross fees received by the Company for the contract less the direct costs incurred to deliver the contract, as determined by the Company in good faith in accordance with its standard cost attribution methodology.
- Applies to both Labs AI deployments and Agency service engagements.
- **Renewals:** Commission is also payable on renewals, extensions, and additional work signed with the same client, provided the original introduction was documented under Section 3 attribution requirements. Renewals and additional work may be with either Oction Labs Inc. or Oction Consulting and Marketing Inc. (or any affiliate), and commission is payable on all such continued net profit regardless of which entity bills the client.
- No annual cap.
- Paid net 15 days after the Company determines and records the net profit attributable to the relevant client payment period.

Attribution requirement: The introduction must be documented by an email, LinkedIn message, or other written communication from Advisor to the decision-maker, copied to or reported to Oction.

4. FINDER FEE ON FUNDS RAISED (SECONDARY)

If the Advisor introduces investors, lenders, or grantors that result in capital being raised by the Company or any of its affiliates, the Advisor shall be entitled to a finders fee equal to **5%** of the gross capital raised per tranche, capped at 5% of the total capital raised. This fee is secondary to the commission on client contracts and is not the primary focus of the advisory relationship.

5. ROLE AND EXPECTATIONS

Advisor will support Oction Labs Inc. in:

- Strategic introductions to healthcare, government, and culturally aligned organizations.
- Identifying and facilitating introductions to additional strategic advisors and hard-to-access niche decision-makers.
- Helping the Company enter harder-to-reach sectors and verticals.
- Providing feedback on positioning, messaging, and go-to-market strategy for regulated sectors.
- Acting as a referenceable anchor advisor for sales conversations.

Advisor is not an employee, director, officer, or agent of the Company. Advisor has no authority to bind the Company, negotiate on its behalf, or incur obligations.

6. TIME COMMITMENT

Advisor will make reasonable efforts to provide ongoing strategic support, with a target of at least one substantive engagement per month (call, introduction, review, or meeting) and responsiveness to high-priority requests within 3 business days.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Advisor agrees to keep all Company information, client data, and business plans confidential for five years after termination. Any work product created for Oction Labs Inc. is owned exclusively by the Company.

8. TERMINATION

Either party may terminate the advisory relationship with 30 days' written notice. Upon termination, all unvested equity is forfeited. Vested equity and earned commissions or fees remain payable subject to clawback provisions in the definitive agreement.

9. COMPANY BUYBACK RIGHT

The Company shall have the first right to purchase any vested Shares proposed to be sold or transferred by the Advisor ("Right of First Refusal"). If the Advisor receives a bona fide third-party offer to purchase vested Shares, the Advisor shall deliver written notice to the Company describing the offer in reasonable detail. The Company may elect to purchase the Shares on the same terms and conditions as the third-party offer, or, if no third-party offer exists, at fair market value as determined in good faith by the Company's board of directors. The terms of such buyback shall be set out in the definitive Shareholders Agreement or other equity documentation.

10. DEFINITIVE DOCUMENTATION

This term sheet is non-binding and for discussion purposes only, except for Sections 7, 8 and 9 which are intended to be binding. The parties will negotiate and execute a definitive Advisor Agreement.

11. GOVERNING LAW

This term sheet and the definitive agreement will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.