ADVISOR AGREEMENT - US-BASED ADVISOR

THIS ADVISOR AGREEMENT is made effective as of ________________ (the "Effective Date"),

BETWEEN:

OCTION LABS INC. (the "Company") - a corporation incorporated under the laws of the Province of Alberta, Canada - Address: ________________________________

AND:

JACKIE (the "Advisor") - Address: ________________________________ - Email: ________________________________ - Tax Residence: United States of America

(collectively, the "Parties" and each a "Party")

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1. DEFINITIONS

In this Agreement, the following terms have the meanings set out below:

- **"Accredited Investor"** means an "accredited investor" as defined in Rule 501 of Regulation D under the United States Securities Act of 1933.
- **"Advisory Budget"** means the annual budget of CAD $[Amount] for legal fees, compliance costs, IP management expenses, and time spent on advisory matters.
- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.
- **"Confidential Information"** means all non-public information disclosed by the Company to the Advisor, whether in writing, orally, electronically, or otherwise.
- **"Separate Entities"** means any agency, consulting, or service corporation operated separately from the Company, including Oction Consulting and Marketing Inc.
- **"Shares"** means the common shares representing 1% of the Company's issued and outstanding share capital on a fully diluted basis as of the Effective Date.

2. PURPOSE AND RELATIONSHIP

1. The Company retains the Advisor as a non-exclusive strategic advisor to provide guidance and support in legal strategy, intellectual property protection, compliance frameworks, and strategic business development, subject to the jurisdictional limitations in Section 7.
2. The Advisor's relationship with the Company is that of an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or fiduciary relationship.

3. The Advisor has no authority to bind the Company, negotiate contracts, or incur any obligation on the Company's behalf.

3. TERM

This Agreement commences on the Effective Date and continues for an initial term of 24 months (the "Initial Term"), unless earlier terminated in accordance with Section 14. The Agreement may be extended by mutual written agreement.

4. ADVISOR DUTIES

During the Term, the Advisor agrees to:

1. Provide strategic advice and feedback on the Company's legal, compliance, and IP positioning in client deployments, data handling, and contracting, provided that any advice touching Canadian law will be clearly identified as non-legal or will be provided through qualified Canadian counsel;
2. Identify and facilitate introductions to potential clients, strategic partners, and investors;
3. Make reasonable efforts to participate in at least one substantive advisory interaction per month, which may include calls, meetings, introductions, document reviews, or strategy sessions;
4. Respond to reasonable Company requests within 3 business days;
5. Act as a referenceable advisor for Company sales and investor conversations, subject to prior approval; and
6. Keep the Company informed of relevant industry developments, opportunities, and contacts.

5. EQUITY GRANT

1. **Grant.** Subject to approval by the Company's board of directors, any required shareholder approvals, and execution of the Definitive Equity Documents, the Company will issue or reserve for issuance to the Advisor common shares representing **1%** of the Company's issued and outstanding share capital on a fully diluted basis as of the Effective Date (the "Shares"). The Shares represent equity only in Oction Labs Inc. and not in any affiliate, subsidiary, or related entity, including without limitation any Separate Entity. The Separate Entities may engage the Advisor or pay the Advisor commissions or fees, but no such engagement or payment confers any equity interest in the Separate Entities.
2. **Vesting.** The Shares shall vest as follows:

- **Time-Based Vesting.** 25% of the Shares (0.25% on a fully diluted basis) shall vest in 24 equal monthly instalments commencing on the Effective Date, subject to the Advisor's continued service through each vesting date.

- **Milestone Vesting.** 75% of the Shares (0.75% on a fully diluted basis) shall vest upon the achievement of the milestones set out in Schedule A.

1. **Acceleration.** If the Advisor introduces a client that enters into a contract with an initial value of CAD $250,000 or more, all then-unvested Milestone Shares shall immediately vest.
2. **Definitive Equity Documents.** The grant of Shares shall be governed by a separate Share Subscription Agreement, Shareholders' Agreement, and any other documents required by the Company's legal counsel. If the Company does not yet have a formal equity incentive plan, the grant shall be documented by board resolution and share issuance upon vesting.
3. **US Securities Law Compliance.** The Advisor represents and warrants that she is an Accredited Investor, and that the Shares are being acquired for her own account and not with a view to distribution, resale, or transfer in violation of US federal or state securities laws. The Company will rely on this representation in offering the Shares under an available exemption from registration. The Advisor agrees to provide reasonable evidence of Accredited Investor status if requested.
4. **Canadian Tax Election.** The Advisor and the Company may jointly elect under section 85 of the Income Tax Act (Canada) to transfer property for shares at an agreed amount, provided such election is permissible and does not conflict with the Advisor's US tax obligations. The Advisor acknowledges that the election relates solely to Canadian tax consequences and does not determine her US tax treatment, for which she is solely responsible. The Advisor agrees to cooperate in filing any such election and to obtain independent US tax advice at her own expense.
5. **US Tax Acknowledgment.** The Advisor acknowledges that she is a US person for tax purposes and that the acquisition, holding, and disposition of Shares in a Canadian private corporation may have US federal income tax, estate tax, gift tax, and information reporting consequences (including but not limited to potential PFIC, CFC, and Section 83 considerations). The Advisor agrees to obtain independent US tax and legal advice and to comply with all applicable US tax and reporting obligations. The Company makes no representation regarding the US tax treatment of the Shares.
6. **Section 409A.** To the extent any portion of the equity grant is subject to United States Internal Revenue Code Section 409A, the Parties intend that such portion comply with or be exempt from Section 409A. The Company intends to issue Shares at fair market value on the date of issuance and to document the grant consistent with applicable exemptions.

6. COMMISSION ON CLIENT CONTRACTS

1. **Commission.** The Company shall pay the Advisor a commission equal to **10% of the Year 1 initial contract value** for any client contract entered into by the Company or any of its affiliates (including Separate Entities) with a party introduced by the Advisor.

2. **Eligible Contracts.** This commission applies to both Oction Labs Inc. AI deployment engagements and Oction Consulting and Marketing Inc. service engagements. Payment of commission by a Separate Entity does not entitle the Advisor to any equity or ownership interest in that Separate Entity. There is no annual cap on commissions.
3. **Payment Terms.** Commission is payable net 15 days after the Company receives and clears client payment. Commission is also payable on renewals, extensions, and additional work signed with the same client, provided the original introduction was documented under Section 6(e). Renewals and additional work may be with the Company or any Separate Entity, and commission is payable on all such continued revenue regardless of which entity bills the client.
4. **Attribution.** A client introduction must be documented by a written communication from the Advisor to the prospective client decision-maker (email, LinkedIn message, or similar), with a copy to the Company. The Company has final discretion to determine attribution, provided such determination is made in good faith.
5. **Clawback.** If a client contract is cancelled or fully refunded within 90 days of execution and the Company does not retain any fees, the corresponding commission shall be refunded to the Company or offset against future amounts owed to the Advisor.

7. INTRODUCTION FEE ON STRATEGIC PARTNERSHIPS

1. **Fee.** For commercial partnership transactions directly introduced by the Advisor, the Company shall pay the Advisor a fee equal to **2% of the gross amount received by the Company**.
2. **Cap and Timing.** There is no cap per transaction. Payment is due at transaction close.
3. **Securities Exclusion.** No fee is payable for introductions that result in the purchase of the Company's equity, debt, or other securities. The Advisor is not authorized to act as a broker, dealer, finder, or placement agent in connection with any securities offering.

8. ADVISORY BUDGET AND LEGAL RETAINER

1. **Advisory Budget.** The Company will provide an annual Advisory Budget of CAD $[Amount] for the Advisor to allocate toward legal fees, compliance costs, IP management expenses, and time spent on advisory matters. The Advisory Budget will be paid or reimbursed monthly against documented time and invoices and reviewed annually; it may increase as the Company grows.
2. **Separate Retainer.** Any services beyond the Advisory Budget will be set out in a separate Legal Services Retainer Agreement.
3. **Jurisdictional Limitation.** Advisor is not authorized to provide Canadian legal advice unless separately licensed to do so in a Canadian jurisdiction. Canadian legal advice will be provided by qualified Canadian counsel engaged by the Company.

9. EXPENSES

The Advisor shall be responsible for all ordinary expenses incurred in performing advisory services, except for pre-approved expenses reimbursed in accordance with the Company's expense policy or paid from the Advisory Budget.

10. CONFIDENTIALITY

1. **Confidential Information.** "Confidential Information" means all non-public information disclosed by the Company to the Advisor, including business plans, client lists, pricing, technology, financial information, product roadmaps, and proprietary data.
2. **Obligations.** The Advisor agrees to hold all Confidential Information in strict confidence and not disclose it to any third party without the Company's prior written consent, except as required by law.
3. **Exceptions.** Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully known by the Advisor prior to disclosure; (iii) is rightfully received from a third party without restriction; or (iv) is independently developed without use of the Confidential Information.
4. **Term.** The confidentiality obligations survive termination of this Agreement for a period of 5 years.

11. INTELLECTUAL PROPERTY

1. **Ownership.** Any work product, inventions, know-how, data, documents, or other materials created or conceived by the Advisor in the course of performing advisory services for the Company shall be the sole and exclusive property of the Company.
2. **Assignment.** The Advisor hereby assigns to the Company all right, title, and interest in and to any such work product, including all intellectual property rights. The Advisor agrees to execute any documents reasonably required to perfect the Company's ownership.
3. **Moral Rights.** To the extent any work product is not assignable by law, the Advisor grants the Company a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, and distribute such work product.

12. REPRESENTATIONS AND WARRANTIES

The Advisor represents and warrants that:

1. The Advisor has the full right and authority to enter into this Agreement and to perform the services contemplated hereunder;

2. The Advisor's performance under this Agreement will not breach any agreement with a third party;
3. The Advisor is an Accredited Investor and will provide evidence if requested;
4. The Advisor will comply with all applicable laws, regulations, and professional rules in performing advisory services; and
5. The Advisor is not subject to any sanctions, embargoes, or restrictions that would prevent the Advisor from performing services for the Company.

13. NON-SOLICITATION

During the Term and for a period of 12 months following termination, the Advisor shall not, directly or indirectly, solicit, induce, recruit, or encourage any of the Company's employees, contractors, clients, or advisors to terminate their relationship with the Company or to accept employment or engagement with any other person or entity. This restriction does not prohibit general solicitations not targeted at such persons.

14. TERMINATION

1. **By Either Party.** Either party may terminate this Agreement with 30 days' written notice.
2. **For Cause.** The Company may terminate this Agreement immediately upon written notice if the Advisor materially breaches this Agreement and fails to cure such breach within 10 business days after receiving written notice.
3. **Effect of Termination.** Upon termination, all unvested Shares shall be forfeited. Vested Shares, earned commissions, fees, and any earned but unpaid Advisory Budget allocations remain payable subject to clawback and set-off rights.

15. INDEMNIFICATION

The Advisor shall indemnify and hold harmless the Company and its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any breach by the Advisor of this Agreement; (b) any negligent or wrongful act or omission by the Advisor; or (c) any breach of the Advisor's representations or warranties.

16. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including lost profits, arising out of or relating to this Agreement, even if advised of the possibility of such damages. The Company's aggregate liability under this Agreement shall not exceed the total amount of fees paid or payable to the Advisor under this Agreement in the 12 months preceding the claim.

17. DISPUTE RESOLUTION

1. **Negotiation.** The parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation.
2. **Mediation.** If the dispute cannot be resolved through negotiation within 30 days, either party may submit the dispute to non-binding mediation in Calgary, Alberta.
3. **Arbitration.** If mediation does not resolve the dispute, either party may pursue binding arbitration in Calgary, Alberta, in accordance with the Arbitration Act of Alberta. The arbitrator's decision shall be final and binding.

18. GENERAL PROVISIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
2. **Amendment.** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.
3. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing. A waiver of any breach shall not constitute a waiver of any subsequent breach.
4. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
5. **Assignment.** The Advisor may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement to an Affiliate or successor without the Advisor's consent.
6. **Survival.** Sections 10 (Confidentiality), 11 (Intellectual Property), 13 (Non-Solicitation), 15 (Indemnification), 16 (Limitation of Liability), 17 (Dispute Resolution), 18 (General Provisions), and 19 (Notices) shall survive termination of this Agreement.

19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally, by email with read receipt, or by prepaid registered mail to the addresses set out above or to such other address as a party may designate in writing. Email notice shall be deemed received on the next business day if sent before 5:00 p.m. local time, or the second business day if sent thereafter.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OCTION LABS INC.

Name: ________________________________

Title: ________________________________

Date: ________________________________

JACKIE

Signature: ________________________________

Date: ________________________________

SCHEDULE A - MILESTONES

Milestone	**Vesting**	**Description**
Milestone 1	0.1875%	Delivery of a foundational legal, IP, and compliance framework for client deployments
Milestone 2	0.1875%	Completion of the Company's first client-facing compliance review or data protection assessment
Milestone 3	0.1875%	Execution of a client contract with an initial contract value of at least CAD $100,000 attributable to the Advisor
Milestone 4	0.1875%	Successful close of a strategic partnership in which the Advisor provided a direct introduction