

KRISH SIDHU - NON-EQUITY ADVISOR ARRANGEMENT

Date: _____

Company: Oction Labs Inc.

Advisor: Krish Sidhu

1. ARRANGEMENT TYPE

Non-equity advisor. No share grant. Compensation is commission-based only.

2. SCOPE

Krish Sidhu will support Oction Labs Inc. through:

- Strategic introductions to potential clients, partners, investors, and grant programs.
- Business development and networking support as agreed.

3. COMMISSION ON CLIENT CONTRACTS

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

- **10% of Year 1 initial contract value.**
- 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 the 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 revenue regardless of which entity bills the client.
- No annual cap.
- Paid net 15 days after client payment is received and cleared.

4. INTRODUCTION FEE ON STRATEGIC PARTNERSHIPS AND GRANTS

For non-dilutive grant awards or commercial partnership transactions directly introduced by Krish Sidhu:

- **2% of gross amount received by the Company.**

- No cap per transaction.
- Paid at transaction close or grant disbursement.

Securities Exclusion: No fee is payable for introductions that result in the purchase of the Company's equity, debt, or other securities. Krish Sidhu is not authorized to act as a broker, dealer, finder, or placement agent in connection with any securities offering.

5. ATTRIBUTION REQUIREMENTS

A client or funding introduction must be documented by a written communication from Krish Sidhu to the prospective decision-maker (email, LinkedIn message, or similar), with a copy to the Company, and reported to the Company. The Company has final discretion to determine attribution in good faith.

6. TAX WITHHOLDING

Commission and introduction fee payments to Krish Sidhu are subject to applicable Canadian tax withholding and reporting (e.g., T4A or NR4, as appropriate). Krish Sidhu will provide a completed Form TD1 and any other tax documentation reasonably required by the Company before receiving reportable payments.

7. RELATIONSHIP

Krish Sidhu is an independent contractor, not an employee, officer, director, or agent of Oction Labs Inc. Krish has no authority to bind the Company or incur obligations on its behalf.

8. CONFIDENTIALITY

Krish Sidhu agrees to hold all Company confidential information in strict confidence and not disclose it to third parties without prior written consent, except as required by law. This obligation survives termination.

9. INTELLECTUAL PROPERTY

Any work product created by Krish Sidhu for Oction Labs Inc. in the course of performing advisory services shall be the sole and exclusive property of the Company. Krish Sidhu assigns all right, title, and interest in such work product to the Company and agrees to execute any documents reasonably required to perfect the Company's ownership.

10. REPRESENTATIONS AND WARRANTIES

Krish Sidhu represents and warrants that:

1. He has the full right and authority to enter into this Arrangement and to perform the services contemplated hereunder;
2. His performance under this Arrangement will not breach any agreement with a third party;
3. He will comply with all applicable laws, regulations, and professional rules in performing advisory services; and
4. He is not subject to any sanctions, embargoes, or restrictions that would prevent him from performing services for the Company.

11. NON-SOLICITATION

During the term of this Arrangement and for a period of 12 months following termination, Krish Sidhu 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.

12. INDEMNIFICATION

Krish Sidhu 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 Krish Sidhu of this Arrangement; (b) any negligent or wrongful act or omission by Krish Sidhu; or (c) any breach of his representations or warranties.

13. TERM AND TERMINATION

Either party may terminate this arrangement with 30 days' written notice. Earned but unpaid commissions and eligible introduction fees remain payable subject to clawback provisions in any definitive agreement.

14. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have executed this Arrangement as of the date first written above.

OCTION LABS INC.

Name: _____

Title: _____

Date: _____

KRISH SIDHU

Signature: _____

Date: _____