

Steven Agulnik, CPA
Chartered Professional Accountant
202 O'Connor Street
Ottawa, Ontario
K2P 1T6

August 31, 2022

Confidential

EMAX COMPUTER SYSTEMS INC.
586 Tweedsmuir Avenue
Ottawa Ontario K1Z5P2

Attention: Barry Friedman

Dear Mr. Friedman:

Re: Engagement letter

This letter summarizes our understanding of our engagement with EMAX COMPUTER SYSTEMS INC. (the "company" or "you") for the taxation period ending August 31, 2019. This letter also outlines the terms, nature, and scope of the services we will be providing (the "Engagement").

Tax Services

We agree to perform the following tax services (the "Services"):

- Preparation of corporate income tax return for the taxation period ending August 31, 2019.

We will complete the agreed upon Services for the taxation period ending August 31, 2019, and any services related to a prior or subsequent taxation year will not be within the scope of this Engagement.

We will complete the Services based solely on information provided by the company's management. Management will provide all requested information necessary to complete the Services in acceptable format and in a timely manner. The correctness and completeness of the information provided by management will be of critical importance to the Services. In some cases, assumptions may also have to be made in terms of future events or facts. We will review all material assumptions made with management so that management can confirm that these assumptions are valid.

We will not audit, review, or otherwise verify the accuracy of this information. While we will review the completed income tax return [*and other tax filings*] with management, it is management's responsibility to ensure the accuracy and completeness of the information therein. It is management's responsibility to properly record and, where applicable, retain supporting documentation for all transactions. Our Services do not include any procedures designed or intended to discover misrepresentations or illegal acts and we have no responsibility to do so. We will not be responsible for:

- (i) any penalties, additional taxes and interest that could arise from inaccurate, late or underpaid tax returns or
- (ii) the disallowance of any deductions, exemptions or exclusions or the taxation of any unreported income, or any resulting taxes, interest or penalties on any tax return.

Further it is management's responsibility to ensure all GST/HST returns are filed and instalments or other payments are paid in a timely manner. Unless expressly included in the Services, we will not review company's compliance for GST/HST.

We will review the completed income tax return [*and other tax filings*] with management. Upon completion and approval of the income tax return [*and other tax filings*] we will require management to sign a confirmation that we have reviewed the completed income tax return [*and other tax filings*] with management as well as Form T183, CORP Information Return for Corporations Filing Electronically, and that management authorizes submission of the income tax return [*and other tax filings*] to the taxation authority. We will also provide management with final copies of the income tax return [*and other tax filings*].

Tax Services *(continued)*

The income tax return [*and other tax filings*] will be based on the applicable statutes, treaties, regulations, and Canadian judicial and administrative interpretation in effect as of the date of the completion and approval of the income tax return [*and other tax filings*], and will take into account any proposal to amend applicable statutes, treaties or regulations prior to such date (the “Tax Rules”). Subsequent changes in the Tax Rules may render our advice invalid. We have no obligation to advise you of any such change in the Tax Rules or the impact on the income tax return [*and other tax filings*]. Any advice contained in the income tax return [*and other tax filings*] will reflect our professional judgment. Our judgment, however, is not binding on any taxation authority or court. Consequently, we cannot guarantee that our advice will not be successfully challenged by taxation authorities.

Confidentiality

We confirm our duty of confidentiality and professional secrecy with respect to all client affairs. Accordingly, except for information that is in the public domain, we will not provide any third party with confidential information concerning the affairs of company without the company's prior consent, unless required or expressly authorized to do so by law, court order, professional or regulatory authority or by the *Code of Professional Conduct/Code of Ethics*, as applicable in Ontario. Further, in order to complete our Engagement, we will require access to certain information about identified individuals (“personal information”). You hereby represent to us that you have obtained all consents that are required for our collection, use, disclosure, storage, transfer and process of personal information under applicable privacy legislation and professional regulation. We will manage all personal information in compliance with our [*firm's*] Privacy Statement.

Electronic Communications

In performing the Services, we will send messages and documents electronically. As such communications can be intercepted, misdirected, infected by a virus, or otherwise used or communicated by an unintended third party, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim, and you release us from, any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this Engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from such communications, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues or anticipated profits).

If you do not consent to our use of electronic communications, please notify us in writing.

Ownership

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the Engagement are the property of our [*firm*], constitute our confidential information and will be retained by us in accordance with our [*firm's*] policies and procedures. Notwithstanding the foregoing, you may examine any document relating to company in our file upon reasonable notice and obtain a copy of such document, unless we are authorized by law to refuse access to the information contained therein.

During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our Services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

Third-Party Service Providers

We may from time to time, and depending on circumstances, use third-party service providers to assist in completing the agreed upon Services. In that regard, we may share confidential information with the service providers. You hereby authorize us to disclose confidential information of company to such service providers retained by us.

Indemnity

To the fullest extent permitted by applicable law and professional regulations, company agrees to indemnify, defend and hold harmless our [*firm*] (and its [*partners*], employees and agents) from and against all losses, costs (including solicitor's fees), damages, expenses, claims, demands and liabilities (“Losses”) arising out of or in consequence of a third-party claim due to:

- (a) a misrepresentation by a member of your management or board of directors, or
- (b) the Services, unless and to the extent that such Losses are found by a court of competent jurisdiction to have been due to our gross negligence or intentional misconduct.

Time Frame

We will use all reasonable efforts to complete the Services as described in this letter within the agreed upon time frames.

However, we shall not be liable for failures or delays in performance that arise from causes beyond our reasonable control, including any delays in the performance by EMAX COMPUTER SYSTEMS INC. of its obligations.

Fees at Regular Billing Rates

Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable HST, and are due when rendered. Fees for additional services will be established separately.

Billing

The professional fees and expenses are payable upon delivery of the completed return [*and other tax filings*] to you. Interest at [*rate*] per annum will be charged on invoices outstanding for more than <@> days. We reserve the right to suspend our Services or to withdraw from this Engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Termination

Subject to compliance with applicable law and the *Code of Professional Conduct/Code of Ethics*, as applicable in Ontario, either party may terminate this Engagement at any time upon written notice of such termination to the other party [*not less than <@> calendar days before the effective date of termination*]. Upon termination of this Engagement, we will invoice you for any unbilled fees and expenses. Further, you agree to pay your account to the date of termination upon receipt of our invoice. The provisions of this Engagement, which provide rights or obligations beyond its termination, shall continue indefinitely following termination, including Indemnity and Fees.

General

This Engagement will be subject to and governed by the laws of Ontario. Any disputes arising from this Engagement shall be subject to the exclusive jurisdiction of the courts of Ontario. You agree that any dispute that may arise regarding the Services or the meaning or performance or enforcement of this letter will, prior to resorting to litigation, be submitted to mediation.

This letter forms the entire agreement that will govern the Engagement. The terms and conditions of this letter supersede any prior oral or written representations or commitments by or between the parties. Any changes or additions to the terms or conditions set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by both of the parties.

We shall be pleased to discuss the contents of this letter with you at any time, particularly if your requirements change, and to explain the reasons for any items. If the above terms are acceptable to you, and the Services outlined are in accordance with company's requirements, please sign the copy of the letter in the space provided and return it to us.

We appreciate the opportunity to be of service to you.

Yours truly,

Steven Agulnik, CPA, CGA

Steven Agulnik, CPA

Chartered Professional Accountant

The services and terms set out above are as agreed to on behalf of EMAX COMPUTER SYSTEMS INC. by:

August 31, 2022

Date signed