

STRATEGIC ADVISOR AGREEMENT

This Strategic Advisor Agreement (this “**Agreement**”), dated as of October 18, 2023 (the “**Effective Date**”), is made between WELLINGTON ADVOCACY INC., a federal corporation with offices located at 1500, 850 2nd Street SW, Calgary, Alberta T2P 0R8 (the “**Corporation**”) and RT. HON. BORIS JOHNSON with offices located at 9 Bonhill Street, London EC2A 4DJ, United Kingdom (the “**Strategic Advisor**”).

WHEREAS, the Corporation desires to retain the Strategic Advisor to provide certain services to the Corporation upon the terms and conditions hereinafter set forth, and the Strategic Advisor is willing to perform such services.

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

1. Services

1.1. The Strategic Advisor shall provide the following services to the Corporation in accordance with the terms and conditions of this Agreement (the “**Services**”):

- (a) The Right Honourable Boris Johnson will attend the Wellington Advocacy Christmas Party from 6:00-7:00 PM Eastern Time, or as mutually agreed, on Tuesday, November 28, 2023 in the City of Toronto. All programming elements, such as a fireside chat Q/A hosted by Rt. Hon. Stephen Harper, 22nd Prime Minister of Canada, shall proceed with mutual agreement.

1.2. The Corporation shall ensure:

- (a) Any event invitations or materials including the name, image or likeness of the Rt. Hon. Boris Johnson intended for internal or public dissemination shall be submitted to the Strategic Advisor for approval.

2. Fees, Expenses & Term

2.1. In consideration of the provision of the Services by the Strategic Advisor and the rights granted to the Corporation under this Agreement:

- (a) The Corporation shall pay to the Strategic Advisor \$10,000.00 USD exclusive of relevant taxes.
- (b) The Strategic Advisor will invoice the Corporation for fee payment following the completion of Services.

2.2. This Agreement shall commence as of the Effective Date and shall continue until the conclusion of programming on November 28, 2023. Confidentiality terms shall survive.

3. Miscellaneous

- 3.1.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, or employment relationship between the parties.
- 3.2. ENGAGEMENT.** No additional appearances or activities shall be planned nor expected of the Strategic Advisor unless specifically set forth in this Agreement. Any modification to the programming set forth in this Agreement shall require the mutual agreement of parties. The absence of such mutual agreement will constitute a material breach of this Agreement by the Corporation.
- 3.3. GOVERNING LAWS.** This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
- 3.4. VENUE AND FACILITIES.** Corporation shall provide a well-heated or cooled (as required), well-lighted, safe, secure, and appropriate place at the designated event location and will be responsible for any necessary equipment and facilities, including microphones, amplification systems, and other technical and physical equipment necessary for the execution of the programming agreed to. Corporation shall ensure that the audience is no more than the legal number permitted.
- 3.5. TAXES AND FEES.** Corporation shall be wholly liable for payment of any applicable sales taxes, admission taxes, user fees or other taxes, charges or fees of any kind applicable to the engagement. Acting as an independent contractor, the Strategic Advisor assumes all responsibility for federal, provincial and sales tax associated with payments relating to this Agreement.
- 3.6. CANCELLATION.** Strategic Advisor shall not cancel this Agreement except for serious reason of ill health, in which case Strategic Advisor shall have no liability for expenses or losses suffered or incurred by the Corporation.
- 3.7. FORCE MAJEURE.** Notwithstanding anything to the contrary contained in this Agreement, in the event the performance under this Agreement is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil unrest or disturbance, strikes, terrorist attaches, lockouts, or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other of any force majeure event. The terms of this paragraph shall only suspend, and not excuse a party's obligation to be performed, which obligations shall be performed as soon as practicable after a force majeure event ceases to exist.
- 3.8. CONFIDENTIALITY.** Both parties agree to maintain absolute confidentiality of all the terms and conditions contained in this Agreement, except as required by law. All comments made during this event will be formally "off the record" and not for attribution.
- 3.9. ENDORSEMENTS AND PERMISSIONS.** It is understood that the Strategic Advisor is not endorsing the Corporation, organization or any party affiliated with the Engagement and should

not be advertised as doing so. The Strategic Advisor's name, approved photograph and biographical material may be used to promote the event before and after event date.

3.10. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements.

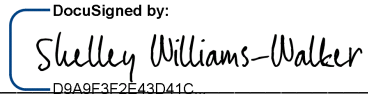
3.11. This Agreement may only be amended by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

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

WELLINGTON ADVOCACY INC.

NAME RT. HON. BORIS JOHNSON

By:  03CF0CDE43ED4B4...
Name: Nick Koolsbergen
Title: Chief Executive Officer

By:  D9A9F3F2E43D41C...
Name: Shelley Williams-Walker
Title: Office of Rt. Hon. Boris Johnson