

DATED: AUGUST 1, 2025

CONSULTANCY AGREEMENT

between

INTERNATIONAL CONFERENCE SERVICES LTD.

and

Haifa Hobeika

This agreement is dated August 1, 2025

PARTIES

- (1) International Conference Services Ltd. incorporated and registered in Vancouver, BC, Canada (**Company**).
- (2) Haifa Hobeika providing marketing services (**Consultant**).

AGREED TERMS

1. TERM OF ENGAGEMENT

- 1.1 The Company shall engage the Consultant, and the Consultant shall provide the Services under the terms of this agreement.

1.2 The Engagement shall be deemed to have commenced on August 19, 2025 and shall continue until December 20, 2025, with the option to mutually agree to renew thereafter for an extended duration to be discussed at the time of the extension or:

1.3 and shall continue unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) by either party giving to the other not less than four weeks prior written notice.

2. DUTIES AND OBLIGATIONS

2.1 During the Engagement, the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Company; and

2.2 If the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 3 in respect of any period during which the Services are not provided.

2.3 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Company may require.

2.4 Unless they have been specifically authorized to do so by the Company in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Company; or
- (b) hold himself out as having the authority to bind the Company.

2.5 The Consultant shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force or any such procedures of the Company's client or at the site of the premises where the Services are provided and report to the Company any unsafe working conditions or practices.

2.6 The Consultant shall comply with the Company's policies (that may in place or implemented by the Company from time to time) on confidentiality, social media, use of information and communication systems and anti-harassment and bullying.

2.7 It will be the Consultants responsibility to ensure they have all equipment required to perform their role successfully (i.e. laptop and second screen for virtual events).

3. FEES

3.1 The Company shall pay the Consultant a flat fee of CAD 1300 per week, based on agreed deliverables equivalent to a 40 hour week. Any payment above the weekly flat fee must be pre-approved by the Director, Operations. On the last working day of each month during the Engagement the Consultant shall submit to the Company an invoice which gives details of the hours the Consultant has worked during the month, the Services provided and the amount of the fee payable for the Services during that month.

3.2 In consideration of the provision of the Services during the Engagement, the Company shall pay each invoice submitted by the Consultant in accordance with clause 3.1 within 15 days of receipt.

3.3 The Company shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Company at any time.

4. EXPENSES

Upon advanced approval, the company shall reimburse all reasonable expenses properly and necessarily incurred by the consultant in the course of the engagement, subject to production of receipts or other appropriate evidence of payment.

Other activities

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:

(a) such activity does not cause a breach of any of the Consultant's obligations under this agreement; and

(b) the Consultant shall not engage in any such activity if it relates to a business that is similar to or in any way competitive with the Business of the Company without the prior written consent of a member of the Board.

5. CONFIDENTIAL INFORMATION AND RESTRICTIONS

5.1 The Consultant acknowledges that in the course of the Engagement, they will have access to Confidential Information. The Consultant has, therefore, agreed to accept the restrictions in clause 5.

5.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorized by the Company or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorized disclosure.

5.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Company Property in their possession to the Company.

5.4 Other than in the ordinary course of their duties for and on behalf of the Company, to protect the Confidential Information and business connections of the Company to which they have had access the Consultant covenants with the Company that they shall not during the Engagement or for a period of 12 months following its Termination:

- (a) canvass, solicit, entice or endeavour to entice away from the Company the business or custom of a customer or client of the Company with whom the Consultant has had any contact or dealings within the 12 months prior to the date of such canvassing, solicitation or enticement, with a view to providing that customer with goods or services in competition with the Company;
- (b) deal with a customer or client with whom the Consultant has had any contact or dealings within the 12 months prior to the date of such dealings, with a view to providing that customer with goods or services in competition with the Company;
- (c) offer to employ or engage or otherwise endeavour to entice away from the Company personally or for or on behalf of another person, Company, partnership or entity, any person who was employed or engaged by the Company and with whom the Consultant has had any contact or dealings within the 12 months prior to such offer or enticement;
- (d) be involved with the provision of goods or services to (or otherwise have any business dealings with) any customer of the Company (including any customers with whom the Company has agreed to provide goods or services to, and any potential customers to whom the Company has provided a quote for work or has been invited to provide such a quote) in the course of any business concern which is in competition with the Company;

(e) be involved or interested in any business concern carrying on business under a name resembling that of the Company or which is confusingly similar to the name of the Company at the relevant time; or

(f) solicit or endeavour to entice away from the Company any supplier who supplies if that solicitation or enticement causes or would cause such supplier to cease supplying, or materially reduce its supply of, such goods or services to the Company.

6. DATA PROTECTION

6.1 The Consultant shall comply with the Company's data protection policy (which may be in place, varied or implemented by the Company from time to time) and relevant obligations under data protection legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, Company, supplier or agent of the Company.

7. INTELLECTUAL PROPERTY

7.1 The Consultant hereby assigns to the Company all existing and future Intellectual Property Rights with respect to the work prepared by the Consultant in the provision of services to the Company and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Company.

7.2 The Consultant undertakes:

(a) whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the work prepared by the Consultant in the provision of services to the company and the process of their creation which are in their possession, custody or power;

8. INSURANCE AND LIABILITY

8.1 The Consultant shall have personal liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

8.2 The Consultant shall ensure (as a term of this agreement, without limitation) that the Insurance Policies are taken out with reputable insurers acceptable to the Company and that the level of coverage and other terms of insurance are acceptable to and agreed by the Company.

8.3 The Consultant shall on request supply to the Company copies of such Insurance Policies and evidence that the relevant premiums have been paid.

9. TERMINATION

9.1 The Company may exercise the right to terminate this agreement, at its sole discretion and without notice, for business reasons. Furthermore, the provisions of clause 1.2, the Company may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (a) commits any gross misconduct affecting the Business of the Company; or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
- (c) is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services; or
- (d) is declared bankrupt or makes any arrangement with or for the benefit of their creditors; or
- (e) commits any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Consultant or the Company into disrepute or is materially adverse to the interests of the Company; or
- (f) commits any material breach of the Company's policies and procedures; or
- (g) commits any offence under the Criminal Code

10. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Company all Company Property and original Confidential Information in their possession or under their control;
- (b) irretrievably delete any information relating to the Business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources that are in their possession or under their control outside the premises of the Company. For the avoidance

of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal, social or professional networking accounts.

11. STATUS

11.1 The relationship of the Consultant to the Company will be that of an independent contractor and nothing in this agreement shall render them an employee, worker, agent or partner of the Company and the Consultant shall not hold himself out as such.

11.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly, the Consultant shall be fully responsible for and shall indemnify the Company for and in respect of:

- (a) any income tax and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arising out of the Company's negligence or wilful default; and
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Company arising out of or in connection with the provision of the Services.

11.3 The Company may, at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

12. NOTICE

12.1 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be sent to the party for the attention of the contact as follows:

Party	Contact	Address	Email Address
International Conference Services Ltd.	Jenn Abbott	555 Burrard Street, Vancouver, V7X1M8	Jenn@icsevents.com

Consultant	Haifa Hobeika	1st Floor, Ghazi Najm Building City: Ain Aar, Metn Lebanon	haifa@icsevents.com
------------	---------------	--	--

13. ENTIRE AGREEMENT

13.1 This agreement and the agreements, instruments, documents, or other writings to be executed and delivered pursuant hereto constitute the entire agreement between the parties hereto.

14. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of British Columbia.

16. JURISDICTION

Each party irrevocably agrees that the courts of British Columbia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

17. HEADINGS

The headings in this agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this agreement.

18. ASSIGNMENT

This agreement is personal to the Consultant and may not be assigned by him/her. Subject to the foregoing, this agreement shall endure to the benefit of and be binding upon the respective heirs, administrators, successors and assigns of the parties.

19. AMENDMENTS

All amendments to this agreement will be made in writing and signed by all parties, either individually by counterpart or collectively.

It will be the Consultants responsibility to ensure they have all equipment required to perform their role successfully (i.e. laptop and second screen for virtual events).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

If this offer is acceptable, please sign and return a copy of this agreement by Friday, August 8, 2025. If you have any questions, please do not hesitate to contact me directly.

Signature of Freelance Contractor:



Haifa Hobeika 

Signature:



Jennifer Abbott
CEO – International Conference Services