

CONSULTANCY AGREEMENT

This Consultancy Agreement (the “**Agreement**”) is made and entered into this January 15, 2019 (the “**Effective Date**”) by and between Rene Usher with its principal place of business located at 1831 Mecklenburg Ave Charlotte NC 28205 (the “**Consultant**”) and GreenStar Biosciences Inc. with its principal place of business located at 1250, 639 – 5th Ave. SW, Calgary, Alberta, Canada T2P 0M9 (the “**Company**” or “**GreenStar**”) (hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, the Company is in the business of Cannabis development and sales;

WHEREAS, the Consultant has expertise in the area of finance and operations;

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) **Engagement**. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the “**Services**”), and the Consultant hereby accepts the engagement.

(b) **Standard of Services**. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) **Tools, Instruments and Equipment**. Consultant shall provide Consultant’s own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) **Representation and Warranty**. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

(a) **Effective Date**. The Effective Date of this Agreement shall be January 1, 2019.

(b) **Commencement**. This Agreement shall commence on the Effective Date and shall remain in effect for 2 years until the completion of the Services or the earlier termination of this Agreement as provided in Article 2(c) below (the “**Consultancy Period**”).

(c) **Termination.** This Agreement may be terminated by either Party by giving 30 calendar days' written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" is defined herein as any of the following events:

- a. if the Consultant exceeds the bounds of her authority under this Agreement;
- b. if the Consultant fails to observe the rules, policies and practices of the Company or the Code of Ethics and Business Conduct of the Company (in either case, in such form as communicated to Consultant) and does not remedy such failure within ten (10) days of written notice to do so by the Company;
- c. if the Consultant becomes unable to perform the Services by reason of a physical or mental disability or illness;
- d. if the Consultant commits a default under this Agreement and does not remedy such default within ten (10) days of written notice to do so by the Company;
- e. if the Consultant commits any illegal or criminal activity or if a criminal charge or conviction is entered against or on the part of the Consultant which relates to her performance of the Services or the Company's reputation; or
- f. any other act or omission involving misconduct or any act which causes damage, or may cause damage, to the reputation of Green Star.

3. Consultancy Fee and Expenses

(a) **Consultancy Fee.** In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a monthly Consultancy fee equal to USD\$3,400 for Services provided to the Company (the "**Consultancy Fee**").

(b) **Options.** Upon execution of this Agreement, the Company shall grant 700,008 options to acquire Class A common shares of the Company at a strike price equal to CDN\$0.35 per share. The options shall expire on January 15, 2024 and shall be vested as to 29,167 options at the end of each calendar month that this Agreement remains in effect.

(c) **Expenses.** Consultant shall be entitled to reimbursement for all expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.

(d) **Payment.** Payment will be on the first date of each month.

(e) **Change of Control.** In the event of a Change of Control, the Consultant may terminate this agreement with the Company within 60 days following the occurrence of a Change of Control of the Company and all payments owing to the Consultant by the Company to the end of the Term of this Agreement shall be due and owing by the Company. In addition, all options issued in accordance with s. 3(b) above shall be immediately vested. "Change of Control" is defined herein as:

- a. the purchase or acquisition by whatever means of any Shares which results in the purchaser beneficially owning, or exercising control or direction over, Shares such that the Holder beneficially owns or exercises control or direction over Shares (together with such Holder's then owned Shares, if any) carrying the right to cast more than 51% of the votes attaching to all Shares;
- b. the amalgamation, consolidation or merger of the Company with any other corporation pursuant to which the shareholders of the Company immediately prior to such transaction do not own shares of the successor or continuing corporation which would entitle them to cast a majority of the votes attaching to shares in the capital of the

successor or continuing corporation which might be cast to elect directors of that corporation;

- c. the sale, lease or transfer by the Company of all or substantially all of the assets of the Company to any Person other than a related corporation; or
- d. approval by the shareholders of the Company of the liquidation, dissolution or winding-up of the Company.

For clarity, the proposed business combination transaction of the Company with Bethpage Capital Corp. shall not be considered a Change of Control for the purposes of this Agreement.

(f) **Tax.** The Consultant represents and warrants to the Company that it is a non-resident of Canada and a resident of the United States of America for Canadian income and goods and services tax purposes. The Consultant shall be responsible for all taxes payable by it as a result of the provision of the Services or which otherwise arise out of this Agreement and agrees to report, remit install and pay all such taxes, in accordance with the laws of the relevant jurisdiction, on a full and timely basis.

The parties acknowledge and agree that the Consultancy Fee maybe subject to Canadian withholding tax and goods and services tax, depending on the extent to which the services are performed in the United States. Additional performance bonuses and targets will be established on an annual basis by the board of directors of the Company. If the Company should ever be required by any governmental authority at any time to pay, on the Consultant's behalf, amounts assessed as income tax, employment insurance premiums, or other government levies, the Consultant will, forthwith upon notice, reimburse the Company for such payment, together with interest and any penalties applicable thereto. The Consultant's obligations under this subsection will survive the termination of this Agreement and remain in effect until the expiry of the period during which a notice of assessment or reassessment in respect of the taxes under dispute may be issued and any further periods during which such assessment or reassessment may be applied. The Company shall have a right of set-off in respect of any amount for which reimbursement is due.

4. Work Product and License

(a) **Defined.** In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) **Ownership.** Consultant agrees to assign and does hereby assign to Company all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Consultant will not have any rights of any kind whatsoever in such Work Product.

(c) **License.** In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Company is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly

incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. **Confidential Information**

(a) **Defined.** In this Agreement the term “Confidential Information” shall mean the Work Product and any and all information relating to the Company’s business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- a. is in or comes into the public domain without breach of this Agreement by the Consultant,
- b. was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- c. is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- d. is independently developed by the Consultant without use of any Confidential Information of the Company.

(b) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon Company’s earlier request, Consultant will deliver to Company all of Company’s property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. **Interference with Business**

(a) **Non-Solicitation.** Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

- a. divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
- b. employ, solicit for employment, or recommend for employment any person employed by the Company, during the Consultancy Period and for a period of one (1) year thereafter.

7. **Insurance**

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage.

8. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Company.

9. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

10. Non-Publicity

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Injunctive Relief

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Therefore, the Company will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada], without giving effect to any choice of law or conflict of law provisions. The Parties consent to exclusive jurisdiction and venue in the courts of Calgary, Alberta.

14. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and

conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

GREEN STAR BIOSCIENCES INC.

Per: _____
DocuSigned by:
Ralph Olson
2664EAF68BD34FC...

_____ DocuSigned by:
Ralph Olson
2664EAF68BD34FC...

Witness

_____ DocuSigned by:
Rene Usher
EAG24F147CC5494...
Rene Usher