

CONSULTING AGREEMENT

THIS AGREEMENT dated the 1st day of October, 2011 (the "Effective date") is made

BETWEEN:

UNIQUE RESOURCES CORP., a corporation having an office at Suite 800, 789 West Pender St., Vancouver, BC V6C 1H2 (the "Company")

AND:

GRF Consulting Corp. ("GRF") and Gary Freeman ("Freeman"), of 1763 West 62nd Avenue, Vancouver, BC, V6P 2G1

WHEREAS:

- A. The Company wishes to retain the services of GRF to provide management services pursuant to the terms and conditions set forth in this Consulting Agreement (the "Agreement"), and GRF has agreed to provide such services; and
- B. The Company and GRF entered into a consulting agreement dated effective October 1, 2011 which the parties wish to cancel and replace in its entirety with this Agreement.

NOW THEREFORE in consideration of the premises and covenants herein made by each party hereto to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. ENGAGEMENT, SERVICES AND TERM

1.1 Engagement

The Company will retain GRF to provide management services including those services customarily provided by the President and CEO of the Company, and such other services as may be incidental to the foregoing, or may be otherwise reasonably requested by the Board of Directors of the Company (the "Board") from time to time (the "Services").

1.2 Term

GRF will provide the Services from the Effective Date and continue for a period of twelve (12) months. Unless terminated, this Agreement will be automatically renewed for an additional term of twelve (12) months, and it will continue to be automatically renewed until this Agreement is terminated as set forth in Section 7 hereof (the "Term").

1.3 Services

During the Term, GRF will cause Freeman to provide the Services and to act as President and CEO to the Company. GRF will report to the Board and will ensure that Freeman acts consistently with the lawful directions and policies of the Board in effect from time to time.

GRF and Freeman will determine the manner and procedures for delivery of the Services and will provide the Services in a competent, efficient and effective manner. Freeman will expend the time necessary to properly perform the Services. GRF and Freeman acknowledges that the effective performance of the Services may require that Freeman travel from time to time as required by the Company.

Subject to Section 4, GRF and Freeman may pursue other opportunities, provided that doing so does not materially impair the provision of the Services, there is no conflict of interest, and GRF and Freeman give written notice of such opportunity to the Board.

2. RELATIONSHIP

The parties acknowledge that in entering into this Agreement and in providing services hereunder, GRF has and will have the status of an independent contractor and that nothing in this agreement will constitute GRF as an agent, partner or employee of the Company for any purpose. No agent, employee or servant of GRF, including Freeman, is or will be deemed an employee, agent or servant of the Company. GRF is solely and entirely responsible for the acts of its employees, agents, servants, contractors and sub-contractors in connection with the performance of the Services. Benefits provided by the Company to its employees will not be provided by the Company to GRF, Freeman, or to any of GRF's employees, agents or servants.

GRF and Freeman acknowledge that as a result of entering into this Agreement, Freeman will be an insider and a "person in a special relationship" as that expression is defined in the securities laws of various provinces of Canada, with the Company, and that as such, Freeman and GRF may receive information concerning material changes in or material facts concerning the business and affairs of the Company that has not been generally disclosed, and GRF and Freeman agree that they will not purchase or sell any securities of the Company until such information has been generally disclosed.

3. COMPENSATION

3.1 Cash Compensation

The Company will pay to GRF CDN\$7,500 per month, during the Term in which Services are rendered (the "Fees"). Payments will be made on the first day of the month for each month of Services to be provided.

3.2 Taxes

No deductions will be made by the Company from the Fees in respect of income taxes, Canada Pension Plan contributions, provincial health care premiums, or employment insurance contributions or any other benefits or levies. GRF will be solely responsible for the payment of all income taxes, Canada Pension Plan contributions, provincial health care premiums, employment insurance contributions and such other statutory payment, deductions or withholdings levied on GRF by the government of Canada or of a province of Canada in respect of the amounts paid by the Company to GRF. Should the CRA deem taxes on behalf of GRF, GRF will reimburse the Company for such payments and the Company will be allowed to deduct such payments from any and all amounts owing to GRF by the Company or its subsidiaries.

3.3 Stock Options

GRF does not currently hold stock options. The Company may grant options to GRF in an amount as determined by the board of directors. The grant price of the options will be subject to all of the terms and conditions of the Company incentive option plan in effect at the relevant time and the exercise price of any such options will be no less than the TSX Venture Exchange closing price on the day immediately preceding the anniversary date. Notwithstanding the foregoing, the Company will not be required to grant any options at a time when it does not have sufficient authorized but unissued options available for granting under this incentive option plan. If the grant of options cannot take place due to a blackout period, it will occur at the next practicable opportunity following the lifting of that blackout period. If GRF or Freeman lose any opportunity due to such a blackout delay or the Company not having available options for grant under its option plan, then the Company will not be liable to compensate GRF or Freeman for such losses.

As the value of any grant of stock options will be based on market value and other factors, the Company makes no representation or guarantee that any grant of stock options will attain or result in any particular value or compensation to GRF or Freeman, and the Company is not liable to GRF or Freeman for any loss or failure to gain from the grant, retention or exercise of any stock options. The terms and conditions of any stock option rights, including but not limited to provisions with respect to vesting to be determined by the Board, will be determined by the terms and conditions of the stock option plan or any successor plan as amended from time to time and at any time by the Company in its sole discretion.

3.4 Expenses

Upon submission of appropriate invoices, the Company will reimburse GRF for all reasonable expenses actually and properly incurred by GRF in connection with providing the Services under this Agreement. The Company will pay the amounts due within fifteen (15) days of the receipt of such invoices.

4. CONFIDENTIALITY

4.1 Access to Confidential Information

GRF and Freeman acknowledge that in the course of carrying out, performing and fulfilling the Services, GRF and Freeman have had and will have access to and be entrusted with Confidential Information, and that disclosure of Confidential Information to competitors or clients of the Company or to the general public will be highly detrimental to the best interests and business of the Company.

4.2 Definition of "Confidential Information"

In this Agreement, "**Confidential Information**" means trade secrets and information that is not generally known to the public or that would be reasonably considered confidential and proprietary to the Company and its business partners, and includes, but is not limited to:

- (1) trade secrets, know-how, concepts, ideas whether patentable or not, methods, processes, formulae, apparatus, standards, product specifications, processing procedures;

- (2) materials, sources of supply of materials, pricing of materials, arrangements with suppliers;
- (3) marketing plans and techniques, sales strategies and tactics, pricing figures, pricing policies, cost figures, sales literature, consulting and sales methods;
- (4) financial statements;
- (5) any client, customer or other contact information (including without limitation their names, preferences, financial information, address or telephone number)
- (6) all information contained on the Company's databases;
- (7) access codes, all systems software applications, all software/systems source and object codes, data, documentation, program files, flow charts, programs, program decks, routines, subroutines, translators, compilers, assembler, all operational procedures, locations of operations, merchant numbers and merchant support and verification numbers;
- (8) the Company's relations with its employees, including salaries, job classifications and skill levels and the names and contact information of employees and contractors; and
- (9) the private affairs of the Company or any other information which GRF and Freeman may acquire during the course of performing the Services with respect to the business and affairs of the Company, including its manner of operation, inventions and technologies, whether acquired in the course of performing the Services or incidentally.

4.3 Exclusions

Notwithstanding the provisions of Section 4.2, "Confidential Information" does not include information or data which GRF and Freeman can prove:

- 4.3.1 is in the public domain at the date of its disclosure to GRF or Freeman, or which thereafter enters the public domain through no fault of GRF or Freeman or of any other person owing an obligation of confidentiality to the Company (but only after it enters the public domain); or
- 4.3.2 was in GRF's or Freeman's possession on a non-confidential basis prior to being disclosed under this Agreement as reasonably demonstrated by GRF's written records;

provided that information constituting Confidential Information will not be included within the foregoing exceptions merely because individual parts of such information were within the public domain, or were within GRF's or Freeman's prior possession.

4.4 Use and Disclosure

GRF and Freeman acknowledge that they will receive the Confidential Information solely for the purpose of carrying out the Services. Except as may be specifically required in the course of carrying out such duties or as may be required by law, GRF and Freeman will not, during the Term or at any time thereafter:

- 4.4.1 disclose any Confidential Information to any person or entity; or
- 4.4.2 use or exploit, directly or indirectly, the Confidential Information for any purpose other than the proper purposes of the Company.

If GRF or Freeman is required by law to disclose any Confidential Information then they will promptly notify the Company that they may be required to disclose Confidential Information and they will consult with and cooperate with the Company in any attempt to resist or narrow such disclosure or to obtain an order or other assurance that such information will be accorded confidential treatment. Notwithstanding any disclosure required by law, the Confidential Information disclosed will, for all other purposes, continue to be treated as Confidential Information under this Agreement.

4.5 Return of Confidential Materials

Upon the termination this Agreement with the Company for any reason, or upon the written request of the Company at any time, GRF and Freeman will return immediately to the Company all Confidential Information then in their possession or control.

5 CORPORATE OPPORTUNITIES AND INTELLECTUAL PROPERTY

5.1 Opportunities

Any business opportunities related to:

- 5.1.1 the current business or prospective business of the Company;
- 5.1.2 any of the Confidential Information or any of the Property (as defined below); or
- 5.1.3 the Services performed by GRF and Freeman;

which becomes known to GRF or Freeman during the Term must be promptly and fully disclosed and made available to the Company and GRF and Freeman agree not to take or omit to take, without the prior written approval of the Company, any action if the result would be to divert from the Company any such opportunity.

5.2 Property Ownership

GRF and Freeman acknowledge and agree that all right, title and interest in and to any information, documents, drawings, plans, models, works, trade secrets, inventions, discoveries, methods, improvements, research materials, software and databases, including all Confidential Information and including all intellectual property rights associated therewith, that:

- 5.2.1 relates to the Company's business, as it may be conducted from time to time, and is made or conceived directly or indirectly by GRF or Freeman in the course of performing the Services, whether or not GRF or Freeman is specifically instructed to make or develop the same and whether made solely, jointly or in combination with others;
- 5.2.2 is made or conceived directly or indirectly by GRF or Freeman in the course of performing the Services, whether or not GRF or Freeman is specifically instructed to make or develop the same or whether made solely, jointly or in combination with others; or
- 5.2.3 is made or conceived directly or indirectly by GRF or Freeman in the course of performing the Services and using the Company's tools and equipment, whether or not GRF or Freeman is specifically instructed to make or develop the same and whether made solely, jointly or in combination with others

(collectively the "Property"), will be for the benefit of the Company and will be considered to have been made under and by virtue of this Agreement and will immediately become the property of the Company.

5.3 Publications

GRF or Freeman will not publish or disclose, or assist others to do so, any particulars of the Property or of any Confidential Information to any person or entity without the prior written consent of the Company.

5.4 Removal of Property

All records, files, source or object codes, data, materials, tapes, documents, equipment, drawings, plans, models and the like relating to the Confidential Information or the Property will remain the sole and exclusive property of the Company. Except as authorized by the Company, GRF or Freeman will not remove physically, electronically or in any other manner whatsoever from the premises of the Company or store or permit to be stored in any location other than the premises of the Company the Property or the Confidential Information or any records, files, source or object codes, data, materials, tapes, documents, equipment, drawings, plans, models and the like relating to the Confidential Information or Property.

6 INDEMNITY

GRF and Freeman will, jointly and severally, indemnify, defend and hold harmless the Company, and its directors, officers, employees, shareholders, servants and agents, past, present and future from and against any and all actions, claims, demands, liabilities, losses, judgments and awards, and any costs and expenses related thereto (including legal fees) which may be brought or made against the Company, arising directly or indirectly, in whole or in part, out of the relationship between the Company and GRF, the negligence or willful act or omission of GRF, Freeman or GRF's agents and employees, or a breach of this Agreement by GRF in connection with the performance of the Services and income tax, employment insurance and Canada Pension Plan contributions in respect of provision of the Services.

7 TERMINATION

GRF and the Company agree that the engagement of GRF pursuant to this Agreement may be terminated in the following manner in the circumstances stipulated below:

- (a) by either party, at any time, for any reason, without cause or entitlement to any further compensation, upon 30 days written notice to the Company;
- (b) by either party, for cause, at any time without entitlement to any further compensation, in the event of a failure by the other party to comply with any of the provisions hereunder, where such failure has been communicated to the other party and a reasonable opportunity to cure the failure has been provided, or, in the case of termination by the Company, the death or incapacity of Freeman or conduct by GRF including but not limited to a persistent failure to follow the directions of the Board, or any act of gross negligence or wilful misconduct; and
- (d) upon the death of Freeman.

8 NOTICES

Any notices, requests, demands or other communications that are required or permitted to be given by one party to the other under this Agreement will be given in writing by registered post, personal delivery or facsimile addressed to the other party or delivered to such other party at the address shown on page 1 hereof or at such other address as either party may from time to time specify by notice in writing given to the other party.

Demands or other communications will be deemed to have been received, if sent by registered post, then on the date of acknowledged receipt in writing by or on behalf of the addressee, if sent by facsimile, then on the earlier of the date of transmission if received during normal business or working hours of the recipient and the date of the first normal business working hours after the date of transmission, or if sent by personal delivery, then on the date when delivered to the addressee.

9 SEVERABILITY

In the event that any provision or part of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts will be and remain in full force and effect.

10 REPRESENTATIONS

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written and whether express or implied, between the parties hereto. GRF acknowledges and agrees that any prior agreements or representations, whether oral or written and whether express or implied, between GRF and the Company or Freeman and the Company, are hereby terminated and GRF has no rights or entitlements under or arising from any such prior agreements or representations against the Company. GRF hereby waives any right to assert a claim in tort based on any pre-contractual representations, negligent or otherwise, made by the Company.

11 WAIVER OR MODIFICATION OF AGREEMENT

No failure or delay of the Company in exercising any power or right hereunder will operate as a waiver thereof nor will any single or partial exercise of such right or power preclude any other right or power hereunder. No amendment, modification or waiver of any condition of this Agreement or consent to any departure by GRF therefrom will in any event be effective unless the same will be in writing signed by the Company.

12 IRREPARABLE HARM

GRF acknowledges and agrees that a breach of any of the covenants of this Agreement by GRF and Freeman cannot be adequately compensated for such damages by monetary award, and may cause irreparable harm to the Company. Accordingly, GRF and Freeman agree that in addition to all of the remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply for equitable relief (including without limitation, injunctive relief) to ensure the GRF and Freeman's compliance with the provisions of this Agreement.

13 SURVIVAL

The obligations set out in Sections 4 to 7, inclusive and in sections 9 to 18 inclusive will survive the termination or expiry of this Agreement.

14 FURTHER ASSISTANCE

The parties will execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.

15 GOVERNING LAW

This Agreement will be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable therein.

16 HEADINGS

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

17 ASSIGNMENT

This Agreement may not be assigned by either party.

18 ENUREMENT

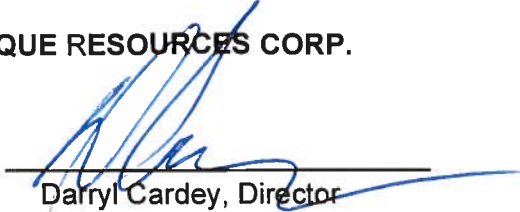
This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. ENTIRE AGREEMENT

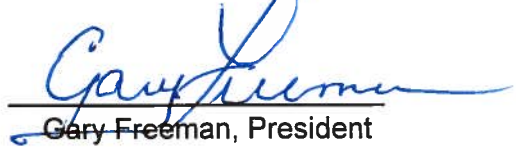
This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and replaces all prior understandings, agreements, negotiations or discussions, whether written or oral, between the Parties with respect thereto, including but not limited to a consulting agreement between the parties dated effective October 1, 2011. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understanding, express or implied, between the Parties other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

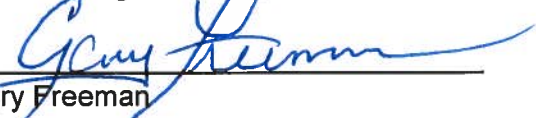
UNIQUE RESOURCES CORP.

Per: 
Darryl Cardey, Director

GRF CONSULTING CORP.

Per: 
Gary Freeman, President

For good and valuable consideration, I agree to be bound by the terms and obligations as set out in this Agreement.


Gary Freeman


Dated