

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE as of the ¹⁵ day of August, 2019.

GREENY COLLABORATION GROUP (CANADA) INC.

a company incorporated under the *Business Corporations Act (British Columbia)*, having a place of business located at 800 - 885 West Georgia Street, Vancouver BC V6C 3H1, Canada and represented hereto by its sole Director, Michel Lebeuf, thereof duly authorized;

(hereinafter called the "Company")

- and -

HARRISON BENJAMIN VENTURES INC.

a corporation incorporated under the laws of the State of New York having a place of business located at 10 Mahan Road, old Bethpage, New York 11804, USA, and represented hereto by its President, Frank Weil, thereof duly authorized;

(hereinafter called the "Consultant")

WHEREAS

The Company wishes to engage the services of the Consultant to make available to the Company Mr Frank Weil, its President, to serve as the Chief Executive Officer of the Company and to provide the Company with various Consulting Services (as defined herein), and the Consultant agrees to accept such engagement;

AND WHEREAS The Consultant is committed to providing and shall cause Mr Frank Weil to provide the Consulting Services in a professional and competent manner and to act in the best interests of the Company while providing them;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties mutually agree as follows:

†1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with that other Person. For the purposes of this definition, a Person "controls" another person if that Person directly or indirectly possesses the power to direct or cause the direction of the management or policies of that other Person, whether through the ownership of securities, by contract or otherwise;

- (b) "**Agreement**" means this agreement including the recital and any schedules attached hereto which are hereby made a part hereof, as it may be amended or supplemented from time to time; and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement and unless otherwise indicated, references to "sections" or "paragraphs" are references to sections or paragraphs in this Agreement;
- (c) "**Board**" means the board of directors of the Company;
- (d) "**Change of Control**" means (i) any change in the holding, direct or indirect, of securities of the Company, or of any voting rights attached to any securities of the Company, as a result of which any corporation or other person, or a group of corporations or persons acting in concert, or corporations or persons associated or affiliated with any such corporation, person or group within the meaning of the *Securities Act* (Quebec), would be entitled to cast more than one-third (1/3rd) of the votes attached to all shares of the Company that may be cast to elect directors of the Company; (ii) any change in the constitution of the members of the board of directors of the Company, such that there is a change in more than fifty percent (50%) of the directors of the Company; (iii) the Company shall consolidate or merge with or into, amalgamate with, or enter into a statutory arrangement with, any other person (other than a subsidiary of the Company) or any other person (other than a subsidiary of the Company) shall consolidate or merge with or into, or amalgamate with or enter into a statutory arrangement with, the Company, and, in connection therewith, all or part of the outstanding voting shares shall be changed in any way, reclassified or converted into, exchanged or otherwise acquired for shares or other securities of the Company or any other person or for cash or any other property; (iv) the Company shall sell or otherwise transfer, including by way of the grant of a leasehold interest (or one or more of its subsidiaries shall sell or otherwise transfer, including by way of the grant of a leasehold interest), property or assets (A) aggregating more than 50% of the consolidated assets (measured by either book value or fair market value) of the Company and its subsidiaries as at the end of the most recently completed financial year of the Company or (B) which during the most recently completed financial year of the Company generated, or during the then current financial year of the Company are expected to generate, more than 50% of the consolidated operating income or cash flow of the Company and its subsidiaries, to any other person or persons (other than the Company or one or more of its subsidiaries) and (v) should Mr Frank Weil be removed involuntarily (i.e. other than resulting from the voluntary termination of the present Agreement by the Consultant as provided in Section 2.2 herein ;
- (e) "**Common Shares**" means the shares of the Company which are entitled to one vote per share at any meeting of the shareholders of the Company;
- (f) "**Confidential Information**" means information of a sensitive nature related to the Company or its Affiliates, or their respective businesses, which is not in the Public Domain. Confidential Information does not include any information that:

- (i) is within the Public Domain at the date of its disclosure to the receiving party, or subsequently enters the Public Domain (but only after it enters the Public Domain) through no fault of the Consultant; or
- (ii) is independently developed by or on behalf of the Consultant as shown by documentary evidence;
- (iii) is disclosed to Mr Frank Weil or the Consultant by a third party not having an obligation of confidence to the proprietor of the information as shown by the documentary evidence;
- (iv) is required to be disclosed by a court or government agency or is permitted to be disclosed with the prior written consent of the Company; or
- (v) is Residual Information.

No combination of information shall be deemed to be within any of the above exceptions, whether or not the component parts of the combination are within one or more of the exceptions set out above, unless the combination itself and its economic value and principles of operation are themselves so excepted;

- (g) "**Consulting Services**" means to make available to the Company Mr Frank Weil to serve as the Chief Executive Officer of the Company to provide the usual services required to be provided by a chief executive officer;
- (h) "**Consultant**" means Harrison Benjamin Ventures Inc.;
- (i) "**Event of Default**" means:
 - (i) a material failure of the Consultant or Mr Frank Weil to properly perform the Services or any other material breach of the terms and conditions of this Agreement which, in either case, is not capable of remedy or, if it is capable of remedy, has not been remedied within 30 days of the Consultant or Mr Frank Weil receiving notice thereof from the Company;
 - (ii) any material act of dishonesty on the part of Mr Frank Weil ;
 - (iii) the conviction of Mr Frank Weil for an indictable offence or for any crime involving moral turpitude, fraud or misrepresentation;
 - (iv) any willful and intentional act on the part of Mr Frank Weil having the effect of materially injuring the reputation, business or business relationships of the Company;
 - (v) any other reason which at law would entitle the Company to terminate the Consulting Agreement without notice or compensation in lieu of notice; or
 - (vi) the bankruptcy with respect to the Consultant or Mr Frank Weil;

- (j) "**Notice**" means any written statement, payment, account, notice, election, direction or other writing required or permitted to be given hereunder;
- (k) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (l) "**Public Domain**" means readily accessible to the public by general knowledge, written publication or electronic delivery such as over the Internet, and does not include information that requires substantial technical knowledge not possessed by the Consultant or Mr Frank Weil and is only available by the searching of information, the substance of which must be pieced together from a number of different publications and/or sources; and
- (m) "**Residual Information**" means general information not specified as being confidential in nature by the Company that is in tangible form and is retained in the memory of any of the Consultant's agents, employees or representatives who have had access to Confidential Information including ideas, concepts, know-how and techniques or business opportunities that have been considered by the Company but rejected or unsuccessfully pursued by the Company.

†2. TERM OF ENGAGEMENT

2.1 The Company hereby engages the Consultant to make available Mr Frank Weil to act as the Chief Executive Officer of the Company, with effect from the date hereof on a continuing basis and for an indeterminate term.

2.2 The Consultant may forthwith terminate this Agreement by providing sixty (60) days written notice to the Company.

2.3 The Company agrees that the Consulting Services shall, unless otherwise mutually agreed between the parties, be performed by Mr Frank Weil in accordance with the provisions of Section 4.

2.4 The provisions contained in this Article 2 are subject to the provisions contained in Article 8.

†3. CONSULTANT

3.1 The parties to this Agreement are independent businesses. Neither the Consultant nor Mr Frank Weil shall be and shall act as an employee in the performance of their duties and responsibilities under this Agreement. The Consultant's relationship with the Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between the Company and the Consultant or Mr Frank Weil. The Consultant and Mr Frank Weil shall have the right to perform other duties for other Companies and this agreement is not exclusive.

†4. **CONSULTANT'S SERVICES**

4.1 The Consultant shall make available Mr Frank Weil to provide the Consulting Services, plus such further and other services as may be requested by the Company and agreed to be provided by the Consultant from time to time.

4.2 The Consultant shall ensure that Mr Frank Weil will devote his reasonable efforts to the performance of the Consulting Services and to such other services as may be reasonably requested by the Company.

4.3 The Consultant shall ensure that Mr Frank Weil possesses a sufficient working knowledge of the Company's activities, and products, as necessary to fulfill his obligations hereunder.

4.4 The Consultant shall ensure that Mr Frank Weil complies with all policies, practices, laws and regulations applicable at the premises or facilities at which the Consulting Services are to be performed.

4.5 All taxes applicable to this Agreement shall be paid by the Consultant, and the Company shall not withhold or pay any amount for federal, state or municipal income tax, social security, unemployment or worker's compensation.

†5. **CONSULTANT FEE, BONUSES AND EXPENSES**

5.1 In consideration for the execution by the Consultant of his duties, the Company will pay the Consultant a monthly consulting fee of (i) \$5,000 for August 2019 and (ii) \$10,000 from September 2019 and thereafter (hereinafter the "**Monthly Consulting Fee**"), payable every month. Fees for any partial month shall be pro-rated. The Monthly Consulting Fee shall be paid via wire transfer or ACH to Consultant's designated bank account on or before the first day of the month the Services are provided for.

5.2 The Company shall also reimburse the Consultant for any reasonable out-of-pocket expenses incurred by the Consultant or Mr Frank Weil at the request of the Company in the performance of business-related duties. Such expenses will notably include airfare, accommodation and meal expenses incurred in connection with travel by Mr Frank Weil for the Company. Prior to the reimbursement of such expenses, the Company shall require the Consultant to prepare a detailed summary of the expenses incurred and submit it to the Company together with appropriate supporting receipts, invoices, and other documentation showing such information as the Company and Consultant shall from time to time agree.

5.3 Mr Frank Weil shall have the right to participate in all bonus and share incentive plans set up by the Company and its various divisions, such as cash bonus, stock options bonus and restricted stock, depending on the performance of the Company and the achievement of the goals set in the business plan.

5.4 The Consultant's compensation shall be reviewed from time to time and depending on the performance of the Company, the board of directors of the Company may elect to provide special bonuses to the Consultant and to Mr Frank Weil.

†6. **CONFIDENTIAL INFORMATION AND PROPERTY OF THE COMPANY**

6.1 **The Consultant's Obligations as to Confidential Information and Materials.** Confidential Information, whether in written, oral, magnetic, photographic, optical, or other form and whether now existing or developed or created during the period of the Consultant's relationship or engagement with the Company, excepting information obtained from general or public sources, is proprietary to the Company and is highly confidential in nature.

6.2 **General Skills.** The general skills and Residual Information and other experience gained by the Consultant or Mr Frank Weil during the Consultant's relationship with the Company, and information publicly available or generally known within the industries or trades in which the Company competes, is not considered Confidential Information.

6.3 **Preservation of Confidential Information.** During the Consultant's relationship with the Company, the Consultant or Mr Frank Weil may have access to all or a portion of the Confidential Information and, as such, the Consultant and Mr Frank Weil will occupy a position of trust and confidence with respect to the Company's affairs and business. The Consultant will and will cause Mr Frank Weil to take the following steps to preserve the confidential and proprietary nature of the Confidential Information:

- (a) **Non-Disclosure.** The Consultant will not and will cause Mr Weil not to, at any time, disclose to any Person or otherwise permit any Person to access any Confidential Information, except with the prior written consent of the Company or as specifically required in the performance of the Consultant's or Mr Frank Weil's duties to the Company.
- (b) **Prevent Disclosure.** The Consultant will and will cause Mr Weil to take all reasonable precautions to prevent disclosure of any Confidential Information and will follow and will cause Mr Weil to follow all the Company's reasonable instructions to the Consultant in respect of the same.
- (c) **Non-Use.** The Consultant will not and will cause Mr Weil not to use, or otherwise permit any Person to use, any of the Confidential Information at any time, except with the prior written consent of the Company or as specifically required in the performance of the Consultant's duties to the Company.
- (d) **Return all Materials.** Upon termination of the Consultant's relationship with the Company, for any reason whatsoever, the Consultant will deliver to the Company all copies of the Confidential Information, including, without limitation, any documentation, records, listings, notes, data, sketches, drawings, memoranda, models, accounts, reference materials, samples, machine-readable media and equipment which in any way relate to the Confidential Information, without retaining any copies.

6.4 **Continuation of Confidentiality Obligations.** The Consultant acknowledges and agrees that the obligations set out in this section survive the termination of this Agreement for any reason. The Consultant further acknowledges that the obligations set out in this section are not in substitution for any obligations which the Consultant may now or hereafter owe to the Company

and which exist apart from this Agreement and do not replace any rights of the Company with respect to any such obligations.

6.5 **Communication of Confidential Information.** The Consultant agrees to communicate and to cause Mr Weil to communicate to the Company all Confidential Information obtained in the course of performing the Consulting Services.

†7. **INTELLECTUAL PROPERTY OF THE COMPANY**

7.1 **Company's Rights.** The Consultant agrees that any and all rights, title, and interest in or to any and all of the products, work product or materials produced by the Consultant or by its personnel while providing the Consulting Services shall be the exclusive property of the Company.

7.2 **Work Product.** The Company and the Consultant agree that the work produced by the Consultant or Mr Frank Weil in performance of the Consulting Services, including, without limitation, reports, technical data or studies, other information or data, documents, marketing plans, marketing information, brochures, market studies, and press materials (collectively, the "**Work Product**"), shall be the exclusive property of the Company. No work produced by the Consultant or Mr Frank Weil shall be deemed to fall within any other classification, which would result in ownership rights of any description concerning such materials or work vesting in the Consultant or Mr Frank Weil. In the event any ownership rights in the Work Product are deemed to vest in the Consultant or Mr Frank Weil, the Consultant waives and shall cause Mr Frank Weil to waive all moral rights related to such Work Product. The Consultant agrees that any Work Product produced in the course of performing the Consulting Services under this Agreement shall not be the subject of an application for copyright, or patent by or on behalf of the Consultant or Mr Frank Weil and that the Consultant shall cooperate and shall cause Mr Frank Weil to cooperate with the Company in any application for copyright or patent it deems appropriate concerning any Work Product.

7.3 **Exclusion.** The Consultant acknowledges for him and for Mr Frank Weil that there are no ideas, processes, trademarks, service marks, technology, computer programs, original works of authorship, designs, formulas, inventions, discoveries, patents, copyrights, or improvements to the foregoing which fall within the provisions of Section 7.2 that they desire to seclude from the operation of this Agreement. To the best of the Consultant's knowledge, it is not and Mr Frank Weil is not a party to any existing contract in conflict with this Agreement or any other contract to assign ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents, or copyrights to any other Person.

7.4 **Disclosure.** The Consultant agrees to promptly disclose and to cause Mr Frank Weil to promptly disclose to the Company all of their Work Product and hereby agrees to execute and to cause Mr Frank Weil to execute all documents or do all other acts necessary in order to enable the Company to preserve and protect its rights in the Work Product. Regardless of whether this Agreement has been terminated, the Consultant agrees to and to cause Mr Frank Weil to execute, acknowledge, and deliver any instruments, and to provide whatever other assistance is required to confirm the ownership by the Company of such rights in the Work Product. Reasonable

expenses incurred for such assistance shall be paid by the Company. No additional compensation shall be paid to the Consultant or Mr Frank Weil in respect of any of the matters referred to in this clause.

7.5 **No Rights.** Nothing in this Agreement shall be construed to grant to the Consultant or Mr Frank Weil any express or implied option, license or other rights, title or interest in or to the Confidential Information of the Work Product, or obligate either party to enter into any agreement granting any such right. If the Consultant or Mr Frank Weil acquires any right, title or interest in any Confidential Information or any Work Product, the Consultant hereby irrevocably assigns and shall cause Mr Frank Weil to assign irrevocably all such rights, title and interests exclusively to the Company.

†8. **TERMINATION**

8.1 **By the Consultant.** If the Consultant serves notice to terminate this Agreement pursuant to Section 2.2, the Company shall have the option, in its complete discretion, to waive all or part of the required notice period and immediately terminate this Agreement.

8.2 **By the Company.** The Company may terminate this Agreement:

- (a) immediately without indemnity in the event of the Consultant or Mr Frank Weil committing or being subject to an Event of Default and failing to remedy within thirty (30) days; or
- (b) by paying the Consultant the benefits to which the Consultant is entitled under the terms of this Agreement and a lump sum indemnity in lieu of notice equivalent to (i) two (2) months of his Monthly Consulting Fee if the termination happens before the Company goes public and (ii) six (6) months plus one (1) month for each year of service of his Monthly Consulting Fee if the termination happens after the Company goes public.

If there is a Change of Control, Article 8.2(b) above shall be applicable.

The Consultant hereby agrees to accept the payments prescribed by this paragraph in full and final satisfaction of the Company's obligations to the Consultant arising from the termination of this Agreement. Upon providing the payments required by this paragraph, the Consultant specifically acknowledges and agrees that the Company has no further or other obligations to it.

8.3 **Share Compensation Arrangements.** Subject to the provisions of the relevant plan, if this Agreement is terminated by the Company except in accordance with Section 8.2(a), the Consultant and Mr Frank Weil, as applicable, shall have 3 months to exercise their share compensation options.

8.4 **Final Accounting.** Upon the termination of this Agreement for any reason, the Consultant will, upon receipt of all sums due and owing, promptly deliver the following in accordance with the direction of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination;
- (b) all document pertaining to the Company or this Agreement, including but not limited to all books of account, correspondence and contracts; and
- (c) all equipment and other property belonging to the Company.

†9. **NON-COMPETITION**

9.1 The Consultant and Mr Frank Weil agree that during the term of this Agreement and for a period of one (1) year thereafter, it will not alone or jointly with others:

- (a) undertake, plan, organize or be involved in any way with any business or any business activity that competes with the current or anticipated business of the Company in North America; or
- (b) divert or attempt to divert from the Company any business the Company enjoyed, solicited, or attempted to solicit from its customers.

9.2 The Consultant and Mr Frank Weil agree that during the term of this Agreement, it will not engage or participate in any other business activity that conflicts with the best interests of the Company.

†10. **NON-SOLICITATION**

10.1 The Consultant and Mr Frank Weil agree that during the term of this Agreement and for a period of one (1) year thereafter, the Consultant and Mr Frank Weil will not in any way, directly or indirectly, solicit for the purpose of employment or induce any shareholder, director, officer or employee of the Company to leave their position with the Company or to compete in any way with the Company.

10.2 The Consultant and Mr Frank Weil agree that during the term of this Agreement and for a period of one (1) year thereafter, the Consultant and Mr Frank Weil undertake not to personally or through any other persons for itself or another person, solicit the Company's clients to sell them any products or services similar to the Company.

†11. **NOTICE**

11.1 Unless otherwise permitted by this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been fully given if delivered: (i) personally to the party to whom the notice or other communication is directed, (ii) by facsimile transmission with an acknowledgement received at the number set out below, or (iii) by prepaid registered mail on the fifth business day after the date on which it is so mailed (provided that if there is an interruption in the regular postal service during such period arising out of a strike, lockout, work slow-down or similar labour dispute in the postal system, all days during which such interruption occurs shall not be counted) to the following address:

Notice to the Company:

GREENY COLLABORATION GROUP (CANADA) INC.
800 - 885 West Georgia Street
Vancouver BC V6C 3H1
Canada

Attention: _____
Facsimile: _____

Notice to Consultant:

HARRISON BENJAMIN VENTURES INC.
10 Mahan Road, old Bethpage
New York 11804
USA

Attention: Mr Frank Weil
Facsimile: _____

†12. GOVERNING LAW

12.1 The parties agree that this Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia. Each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in connection with any dispute, claim or proceeding arising under this Agreement or the Consultant's performance of the Consulting Services.

†13. MISCELLANEOUS

13.1 This Agreement contains the entire understanding and agreement between the parties with respect to the Consulting Services to be provided by the Consultant.

13.2 The rights and obligations of the parties set out under Sections 6, 7, and 10 of this Agreement survive the termination of this Agreement insofar as is necessary to give full effect to the terms hereof.

13.3 This Agreement shall be assignable by the Company to any third-party, but not by the Consultant without the express written consent of the Company, with such consent not to be withheld so long as Mr Frank Weil remains responsible for personally performing the duties required.

13.4 Any changes or amendments to this Agreement must be expressly approved in writing by both parties hereto.

13.5 In the event that any provision in this Agreement is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall be deemed to be severed from this Agreement. However, any such determination will not impair or affect the validity or

enforceability of any other covenant or provision contained in this Agreement, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

13.6 Company shall indemnify, defend and hold harmless Consultant and Mr Frank Weil against any third party claim or action brought against Consultant or Mr Frank Weil arising from or related to the Services provided by Consultant and Mr Frank Weil to Company under this Agreement, as provided in the document entitled "Directors' Indemnity" appearing in Schedule A below.

13.7 Consultant and Mr Frank Weil shall be insured on Company's Directors and Officers liability and all other insurance policies maintained by Company.

13.8 Each of the parties agree that they had the opportunity to obtain, or did obtain, independent legal advice prior to executing this Agreement. The parties acknowledge and agree that the terms of this Agreement are fair and reasonable.

13.9 The parties hereto have expressly required that this Agreement and all related documents thereto be drafted in English. *Les parties aux presents ont expressément exigé que la présente entente et les documents s'y rapportant soient rédigés en anglais.*

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement with effect from the date first written above.

**GREENY COLLABORATION GROUP
(CANADA) INC.**

Per: "Michel Lebeuf"

Name: ▶ Michel Lebeuf

Title: ▶ President

I have authority to bind the Corporation

HARRISON BENJAMIN VENTURES INC.

Per: [REDACTED] "Frank Weil"

Name: ▶ Frank weil

Title: ▶ CEO

I have authority to bind the Corporation

SCHEDULE A

DIRECTOR'S INDEMNITY

To: Frank Weil, President

In consideration of you acting as a director of Greeny Collaboration Group (Canada) Inc. (the "**Company**") at the request of the undersigned, the undersigned agrees to indemnify and hold you and your heirs, executors, administrators and legal personal representatives harmless from the date you became a director from and against all losses, costs, charges, damages, expenses, liabilities, claims, demands and causes of action of whatever kind including an amount paid to settle an action or satisfy a judgment and all legal fees and costs on a full indemnity basis reasonably incurred by you in respect of any civil, criminal, administrative, investigative or other proceeding in which you are involved because of your association with the Company, (collectively, the "**Claims**"), to the full extent permitted by law provided only that:

- (a) you have acted honestly and in good faith with a view to the best interests of the Company; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, you had reasonable grounds for believing that your conduct was lawful.

As a condition precedent to any liability of the undersigned under this indemnity, you must notify the undersigned in writing within five days after your receipt or other notification of any Claim. In that case, the undersigned will be entitled, in your name but at the sole expense of the undersigned, to participate in all negotiations relating thereto, to determine (with you, acting reasonably) whether any settlement should be made with respect thereto, to instruct counsel and to defend such proceedings, including the final disposition of any appeals. As a further condition precedent to any liability of the undersigned under this indemnity, you must cooperate fully in every reasonable manner in connection with the defence of any Claim.

DATED as of _____, 2019.

Greeny Collaboration Group (Canada) Inc

Per: _____