

CONSULTING AGREEMENT

This Agreement is effective as of the 30TH of August, 2019.

BETWEEN:

JOSH SQUIRES-QUINN

("QUINN");

AND:

GREENY COLLABORATION GROUP a corporation incorporated under the laws of the Province of British Columbia having a head office 1005 Alpha Lake Rd., suite 18, Whistler, British Columbia, V0N 1B1 and herein represented by **Véronique LABERGE**, who hereby warrants and has the authorization to bind the corporation to the following agreement.

("GREENY")

(QUINN and GREENY, collectively referred to herein after, as the "Parties" or individually, a "Party")

WHEREAS QUINN is providing consulting services on an ongoing basis to GREENY with respect Operations towards enhancing the overall performance, profitability and global outreach of GREENY and without limiting the generality of the foregoing, conducting all the tasks and duties of a **Director of Operations**.

WHEREAS in consideration for QUINN'S consulting services, the Parties are desirous of entering into an agreement with regards to the furtherance of the aforementioned services and GREENY hereby accepts to pay to QUINN a remuneration comprised of both a monthly service fee and securities which shall be both be hereinafter be called the consulting fee pursuant to the terms and conditions set forth herein;

WHEREAS the Parties are desirous in detailing their business relationship and consulting services arrangement with regards to the agreement which forms the object of this present agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants and mutual provisions set forth herein, the parties agree as follows:

1. Payment for Consulting Services

In exchange for the Consulting Services set forth in this present agreement GREENY shall compensate QUINN as follows, namely:

1.1 Subject to the terms and conditions hereof, GREENY shall remunerate QUINN in the following manner, namely;

1.2 An amount of FIVE THOUSAND DOLLARS (**\$5000.00 USD**) per month, payable on the 30th day of each month;

1.3 in addition , **FORTY THOUSAND (40,000) stock options** that can be exercised pursuant to the Company Stock option plan :

2. Covenants of GREENY and QUINN

2.1 GREENY shall:

- a) Provide QUINN with all necessary information required in order for QUINN to perform his duties;
- b) Provide monthly reports to QUINN on progress and retail numbers; and
- c) Provide for the payment of all travel expenses for QUINN which are required to fulfill the needs and obligations of this Agreement. These expenses include, without limiting the generality of the foregoing, all flights, transfers, automobile transportation and lodging that is used solely for the business relationship that is outlined in this present consulting Agreement.

QUINN Shall:

- d) QUINN hereby obligates himself to use his experience and professional acumen in order to best fulfill the goals of this present agreement, namely, but not limited to, enhancing the overall performance, profitability and global outreach of GREENY and without limiting the generality of the foregoing, conducting all the tasks and duties of a **Director of Operations**, and devote the time and attention necessary to perform the Consulting Services which form the object of this present agreement.
- e) submit all expenses outlined in 2.1 c) to GREENY for approval

3. Prior Written Consent

3.1 QUINN shall not, without the prior written consent of GREENY, enter into any contract or commitment in the name of or on behalf of the GREENY or bind GREENY in any respect whatsoever to any contract without the GREENY's knowledge.

4. Term and Confidential Information

4.1 This Agreement shall:

- (a) Commence on the 31ST day of August 2019 and shall terminate on the 31st day of August 2020; (the "Term")
- (b) During the first ninety (90) days of the Term, GREENY can terminate this present Agreement by giving QUINN a written notice. From the ninety-first (91) day onward, GREENY will be required to give QUINN a thirty (30) day written notice to terminate this present Agreement. Throughout the duration of the Term, QUINN shall be required to give GREENY a thirty (30) day written notice if he chooses to terminate this present Agreement. Upon expiry of the Term stipulated in 4.1 (a), this Agreement shall renew automatically on an annual basis unless either party decides to terminate the said Agreement by way of a thirty (30) day written notice in advance.

(c) Notwithstanding the term stipulated in 4.1 (a) the Parties hereby declare that at any point during the Term other agreements for the services stipulated herein may be entered into by the Parties, such as, but not limited to, a fixed employment contract.

5. Non-Solicitation and Non-Competition

5.1 QUINN covenants and agrees that he will not, during the during the Term, or at any time within a period of 1 (one) year following the date of termination of this Agreement for whatever reason and with or without cause, without the prior written consent of GREENY, either individually or in partnership or jointly or in conjunction with any other person or persons, whether as principal, agent, shareholder or in any other capacity whatsoever: save and except for where GREENY and QUINN may have common customer interests, in such a case GREENY shall have no restrictions in either pursuing such interests or in the event of an existing relationship, maintaining such interests.

a) attempt to solicit any customers from GREENY; or

b) otherwise take any action that may impair the relations between GREENY and his respective suppliers, customers, consultants, partners or others or that may otherwise be detrimental to the business of GREENY.

5.2 QUINN agrees 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 GREENY

(b) divert or attempt to divert from the GREENY any business , solicited, or attempted to solicit from its customers.

(C) QUINN agrees 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 GREENY.

6. Applicable Laws – Restrictions, Notices

6.1 The parties hereto acknowledge and agree that they shall both, and each of their respective affiliates and subsidiaries, shall throughout the term comply with all applicable laws, self-regulatory or industry-regulatory organizations which they are bound to, all internal and external privacy policies; For clarification purposes, this Agreement is subject to all laws, rules and regulations set forth by any federal, state, provincial, municipal, local or other government or governmental agency, regulatory body, court, ministry, department, authority, board, bureau or commission, domestic or foreign – if this Agreement contravenes any such laws, rules and regulations set forth by the aforementioned authorities it shall be null and void until such contravention can be rectified by both or either party, in the event that such contravention cannot be rectified this agreement shall be terminated.

6.2 Any notice required to be given hereunder shall be given via certified delivery, overnight courier or personally and shall be deemed given immediately upon receipt of such communication at the address as set out on Page 1 of this Agreement.

6.3 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of GREENY and the successors and assigns of QUINN and GREENY respectively.

6.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

6.5 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

6.6 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

6.7 This Agreement shall be governed by and construed in accordance with the laws of **British Columbia, Canada.**

6.8 For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in Canada and the courts of Vancouver shall have jurisdiction to entertain any action arising under this Agreement.

6.9 No party may assign or transfer any of his or its rights or obligations hereunder without the prior written consent of all other parties, which consents may not be arbitrarily or unreasonably withheld.

6.10 The covenants, promises, terms and conditions contained herein shall be binding upon GREENY and QUINN.

6.11 The parties acknowledge that this Agreement has been prepared for the benefit of both QUINN and GREENY after receiving the advice of his individual and independent solicitor, accountant and other professional advisors, as applicable.

6.12 The parties hereto shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

6.13 GREENY hereby acknowledges receipt of a copy of this Agreement duly signed by QUINN.

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**NEXT PAGE IS THE SIGNING PAGE, THE REMAINDER OF THIS PAGE IS LEFT
BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day
and year first above written.

"Josh Squires-Quinn"

JOSH SQUIRES-QUINN

"Véronique Laberge"

GREENY COLLABORATION GROUP.

Name: Véronique LABERGE

Title: CFO