

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the "Agreement") is made and executed on this 31st day of August 2019 by and between:

Boston Crest Pvt. Ltd., a company registered under the provisions of Indian Companies Act 2013, having its registered office at Block No. 25, Flat No. 3A, Aravali View Rail Vihar, Sector 56, Gurgaon, Haryana - 122011, India, herein represented by its Director, Mr. Kumar Abhishek (hereinafter referred to as the "Service Provider" which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in business, administrators and assigns) of the **First Part**.

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. (hereinafter referred to as the "Client" which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in business, administrators and assigns) of the **Second Part**.

The Service Provider and the Client are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Service Provider is *inter-alia* engaged in providing office operations, marketing, designing services and possesses the required knowledge, experience and ability to provide the services envisaged in this Agreement.
- B. The Client is *inter-alia* engaged in the business of online merchandising.
- C. The Client is desirous of engaging the services of the Service Provider for their e-commerce website, Greeny.com.
- D. The Parties have now decided to formalize their understanding by entering into this Agreement for the purpose of recording their mutual rights and obligations in connection with the said Services upon the terms and conditions set forth herein.

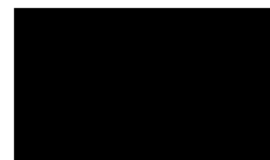
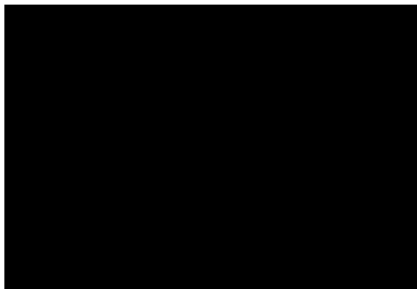
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS, PROMISES AND UNDERTAKINGS SET FORTH BELOW AND IN ALL OTHER ANNEXURES/ DOCUMENTS FORMING PART OF THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1 During the Term (*as defined below*) of this Agreement, the Service Provider will take care of Operations & Marketing of Greeny.com.

2. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES

- 2.1 The Service Provider shall perform the Services from India and the scope of Services to be provided by the Service Provider under this Agreement shall be limited to:
 - 2.1.1 Order Processing & Returns - Order movement from start till delivery of the order and returns if any;



- 2.1.2 Interaction with supplier/vendor to process the order on timely manner, checking the order movement with courier till it delivered;
 - 2.1.3 Responsibility of Payment Gateway to handle charge-back, refund, settlement etc.;
 - 2.1.4 Content writing for the website;
 - 2.1.5 Product pictures editing before uploading them on website.
- 2.2 The Client shall be responsible to provide relevant information to the Service Provider to perform its Services.
- 2.3 The Client agrees and understands that the Service Provider shall not be in breach of its obligations under this Agreement, if it is unable to perform its Services for reasons attributable to the any other party engaged by the Client.

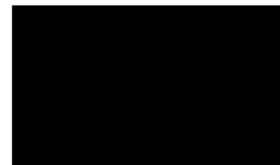
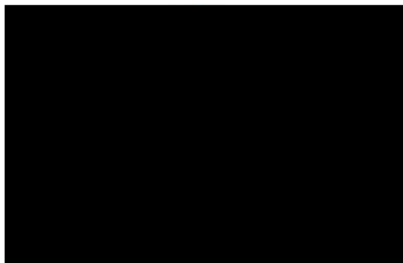
3. CONSIDERATION AND PAYMENT TERMS:

- 3.1 In consideration of the Services provided by the Service Provider under this Agreement, the Customer shall pay to the Service Provider a monthly fee of US\$ 2,860 (TWO THOUSAND EIGHT HUNDRED & SIXTY UNITED STATES DOLLAR) ("Fees") inclusive of applicable tax, during the Term of this Agreement.
- 3.2 In addition to the Fees mentioned in Clause 3.1 above, the Client shall give TWENTY THOUSAND (20,000) stock options that can be exercised pursuant to the Company Stock option plan payable to the Service Provider on or before execution of this Agreement.
- 3.3 The Service Provider will raise monthly invoices on the last week of every month, which is to be paid on receipt. The billing period shall be from the first day of an English calendar month to the last day of an English calendar month. The Client shall transfer the monthly Fees to below mentioned bank account:



4. REPRESENTATION & WARRANTIES

- 4.1 Each Party represents and warrants to the other that:
- 4.1.1 It has the power, license and requisite authority, permission, approval and sanctions or from competent authorities, person or body to enter into and to exercise its rights and to perform its obligations under this Agreement;
 - 4.1.2 The obligations expressed to be assumed by it under this Agreement are legal, valid, binding and enforceable; and
 - 4.1.3 All consents, licenses, approvals or authorizations of, exemptions by or registrations with or declarations by, any governmental or other authority required by it with respect to this Agreement and the performance thereof have been obtained or made, are laid and subsisting and will not be contravened by the execution or performance of this Agreement.



5. **CONFIDENTIALITY**

5.1 All details, documents, data, papers, images, statements, business/customer information, practices and trade secrets (hereinafter referred to as "**Confidential Information**") as may be accessible by Service Provider under the terms of this Agreement and which may be communicated to Service Provider shall be treated as absolutely confidential by the Service Provider. The Service Provider irrevocably agrees and undertakes that the Service Provider and all its employees / agents / authorized personnel shall keep the Confidential Information secret and confidential and will not disclose the same, in whole or in part to any other party without the prior written permission of the Client nor shall it use or allow the use of any Confidential Information than as may be necessary for the due performance of its obligations hereunder. Both parties agree that the information will not be considered as "Confidential Information" to the extent, but only to the extent, that such information:

- 5.1.1 is already known to the receiving Party free of any confidentiality obligation at the time it is obtained; or
- 5.1.2 is or becomes publicly known through no wrongful act of the receiving Party; or
- 5.1.3 is rightfully received by the receiving Party from a third party without restriction and without breach of this Agreement; or
- 5.1.4 is independently developed by the receiving Party which can be demonstrated by written record.

6. **TERM AND TERMINATION:**

6.1 This Agreement shall be valid for a period of three (3) month commencing from 1th Sept 2019 and shall remain valid till 30th November 2019 ("**Term**"). The Term of this Agreement can be extended by the Parties to such other date as is mutually agreed between them in writing.

6.2 Either Party may without liability and cause except for the expressed liability set forth herein, terminate this Agreement by providing at least FIFTEEN (15) days prior written notice to the other Party.


6.3 The termination or expiry of the Agreement as provided for herein shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

7. **MISCELLANEOUS:**

7.1 It is agreed between the Parties that the Service Provider may provide similar services to any other Party.

7.2 All notices, requests, consents and other communication under this Agreement shall be in sent by email to the addressee party at its address given below:

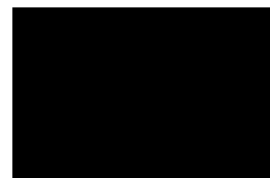
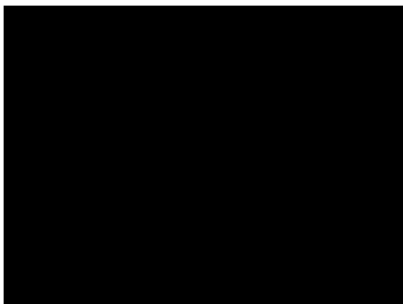
In the case of the **Service Provider:**

Name: Mr. Abhishek Kumar
E-Mail Id: crestboston@gmail.com | 

In the case of the **Client:**

Name: Mr. Josh SQUIRES-QUINN
E-Mail Id: josh@greeny.com

7.3 This Agreement shall constitute the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all



previous agreements in this regard between the parties. Any modifications and/or clarifications to this Agreement shall not be effective unless it is in writing and shall be signed by a duly authorized representative of each Party.

- 7.4 Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof.
- 7.5 In the event that this Agreement cannot be performed, or its obligations fulfilled for any reason beyond the reasonable control of the Parties, including, war, industrial action, act of terrorism, floods or Acts of God or any regulation or order of the Government of India or any State Government or any statutory or judicial authority then such non-performance or failure to fulfill its obligations by the affected Party shall not be termed as a breach of this Agreement.
- 7.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 7.7 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. This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.
- 7.8 The descriptive headings of the various clauses of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly caused these presents to be executed at Gurgaon on the day, month and year first above written.

For and on behalf of
Boston Crest Private Limited

BOSTON CREST PRIVATE LIMITED

"Abhishek Kumar"

DIRECTOR / AUTH. SIGN.

Authorised Signatory
Name: Abhishek Kumar
Designation: Director

For and on behalf of
Greeny Collaboration Group Corp.,

"Véronique Laberge"

Authorised Signatory
Name: Véronique LABERGE
Designation: CFO

