

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the "Agreement"), dated and effective as of the 14th day of August 2019 (the "Commencement Date"), is entered by and between Lifted Innovations Inc. with a registered office located at 550 Burrard Street, Suite 2300, Vancouver, British Columbia, V6C 2B5, Canada and Marc Mulvaney ("Consultant") have an address at [REDACTED]. The Company and Consultant may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

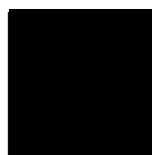
WHEREAS, the Company desires to procure the services of Consultant and Consultant desires to provide such services to the Company, all upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Consultant agree as follows:

1. **Engagement and Services**

The Company agrees to engage Consultant to provide the following services, together with such other services as the Parties agree in writing from time to time (collectively, the "Services").

Services	<p>The Consultant will perform such services commensurate of a CEO while such executive title shall be considered on the earlier of 3 months from the Commencement Date ("Probationary Period") or as agreed to by the Company.</p> <p>Report to the board of directors of the Company, or such other individuals as the Company may reasonably require.</p> <p>Overlook and work with Neil Patel SEO services. Neil Patel shall be performing over 200 combined hours monthly on both Everyonedoesit.com & Namastevaporizers.com. Both onsite and offsite work will be performed along with a backlink strategy.</p> <p>Build a roadmap from the Analytics data pulled from the SEO research. A roadmap will consist of the main keywords and longtail keywords that the company needs to move forward. A keyword library with the progress of each keyword and it's rankings will be available at all times. This shall be used as a metric in order to record progress with Neil Patel's SEO team.</p> <p>Train Support staff about all products on and off the website. Sales training. Train support how to deal with return items, individual manufacturer warranties.</p>
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	<p>Oversee Live Chat and the Sales team.</p> <p>Hire a designer and making sure that all challenges are met on time. The designers duty shall be to keep the web-sites up to date time-wise. Email-marketing layout, Social-media posting and to assist in onsite-optimization.</p> <p>Hire a videographer to edit and film the necessary videos needed for YouTube SEO and other company interests.</p> <p>Train for eventual deployment in to the public market.</p> <p>Meet with the VP of operations on a regular basis to discuss new product launches and discuss current product selection.</p> <p>Undergo M&A activity if opportunities arise.</p> <p>Share with the board on a monthly or weekly basis progress reports.</p> <p>Work together with the assigned accountant to provide all the necessary files needed.</p>
Investment	<p>Upon expiry of the Probationary Period and acceptance of a CEO role, the Consultant will invest CAD\$150,000 into the Company.</p>

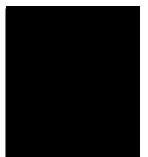
For purposes of the engagement under this Agreement (“Engagement”), Consultant shall have reasonable discretion to establish its own work schedule and place of work in performing the Services, and as to the manner of performing the Services, provided that Consultant shall devote such portion of time and attention as is necessary to provide the Services, being at least 80% of the Consultant’s time.

For purposes of this Agreement, Nevada will be the “Location of Services”.

In performing the Services, Consultant will liaise directly with the Board of Directors of the Company or such other person as the Company may designate from time to time (“Company Liaison”).

Consultant has assigned the following person(s) to perform the Services on behalf of Consultant (“Assigned Person”): Marc Mulvaney. Consultant will not assign any other Assigned Person or substitute any other individual for Assigned Person without the prior written consent of the Company Liaison.

Consultant acknowledges that providing the Services will involve undertaking reasonable business travel (both domestic and cross-border) from time to time. Accordingly, Consultant and each Assigned Person will be required to maintain an up to date passport at all times.



Consultant will devote such time as will be required to perform the Services. It is expressly understood and acknowledged that the Engagement is non-exclusive and Consultant and any Assigned Person may have other employment or engagements, provided always that their other employment, engagements or other involvements must not be harmful to or competitive with the Company, and must not in any way constitute (and must not be capable of being reasonably perceived to constitute) a conflict of interest with Consultant's obligations under this Agreement.

Consultant hereby warrants that:

- (i) Consultant and any Assigned Person are duly qualified and have the necessary skills and training to perform the Services; and such Services will be performed to the reasonable satisfaction of the Company, in accordance with the highest degree of care and skill and the highest professional and industry standards; and
- (ii) any work product developed in the course of performing the Services will be Consultant's or any Assigned Person's original work and will not infringe or otherwise violate any copyright, trade-mark, trade secret, contractual or other proprietary rights of any third party.

2. **Term of Engagement; Extensions**

- (a) Term The Engagement will commence on the Commencement Date, and will automatically expire six (6) months from the Commencement Date (the "Expiry Date"), unless sooner terminated pursuant to the terms of this Agreement (the "Initial Term"). The "Term" is defined as the Initial Term plus any "Extension Terms" as such term is defined in the next section.
- (b) Extensions After the Initial Term, the Parties may extend the Engagement by mutual agreement in writing adjusting the Expiry Date accordingly (each subsequent extension period termed an "Extension Term"). The terms and conditions of this Agreement will continue to apply to each such Extension Term as part of the Term, except as expressly agreed otherwise by the Parties in writing at the time of such extension.

3. **Compensation; Invoicing and Payment**

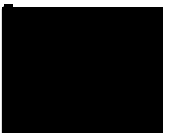
Where required by law, Consultant must register for and charge applicable goods and services and/or harmonized sales tax (collectively, "Taxes").

- (a) Fees Consultant will receive a monthly retainer fee of USD\$25,000 ("Retainer Fee"), prorated for partial months of Services. The Retainer Fee plus applicable Taxes will be payable monthly on or about the thirtieth day of each month.

Included in the Fees will be persons with the following competencies:

customer service, SEO team, designer, videographer & Marc Mulvaney as a consultant with CEO responsibilities.

- (b) Expenses Consultant will be reimbursed for reasonable and customary travel expenses properly incurred and pre approved by the Board as required to perform



the Services, subject to the delivery of appropriate statements and receipts verifying such expenses and approval by the Company. Except as otherwise approved in writing in advance by the Company Liaison, Consultant will be solely responsible for any other expenses incurred in performing the Services, including any and all compensation owed to any Assigned Person in connection with the Engagement.

The Company agrees that an initial cost of \$1,500 will be incurred for SEO services associated with Neil Patel.

- (c) Invoicing and Payment Consultant will submit a written invoice to the Company (to the attention of the Company Liaison) monthly, on the fifteenth day of each month starting on the Commencement Date, for fees and expenses incurred in the prior month. The invoice will separately itemize fees, expenses, and applicable Taxes. Where Consultant is claiming reimbursement for expenses, appropriate statements and receipts verifying such expenses will be included. Payment will be made upon the receipt of an approved invoice.

4. Termination

In the event of non-extension, this Agreement will automatically terminate at the end of the Term, unless sooner terminated in accordance with this Section 4.

- (a) Definitions. For purposes of this Agreement:
 - (i) "Material Breach" means: (i) the occurrence of an intentional material breach of any material covenant contained in this Agreement by Consultant or Assigned Person **and** the failure to cure such alleged breach after Five (5) business days' prior written notice to Consultant specifying both the basis of such breach **and** expressly stating what remedial action is required to cure such breach (provided that the Company reserves the right to suspend Consultant and Assigned Person without compensation at any time during and pending the expiry of such cure period); or (ii) Consultant's or Assigned Person's theft or embezzlement from the Company during the Term of this Agreement, or (iii) Consultant's or Assigned Person's conviction of a felony or indictable offence under the laws of Canada or the United States; or (iv) a final order by the Canadian provincial securities commission pertaining to Consultant or Assigned Person that could reasonably be expected to impair or impede Consultant or Assigned Person from performing the Services.
 - (ii) "Termination Date" means the date designated by the Company as the effective day on which the Engagement ceases for any reason whatsoever (regardless of any period of notice or compensation in lieu to which Consultant or Assigned Person may claim to be or be entitled under statute, contract or otherwise at law).

- (b) Termination by Company
- (i) Termination For Material Breach The Engagement may be terminated immediately by the Company at any time for Material Breach, upon providing One (1) business day's prior written notice to Consultant (subject to any cure period required under Section 4(a)(i)). Upon termination for Material Breach, Section 4(e) will apply.
 - (ii) Termination for Convenience The Company reserves the right to terminate the Engagement for convenience at any time prior to the expiry of the Term, upon providing thirty (30) days' prior written notice to Consultant.
- (c) Termination by Consultant for Convenience Consultant may terminate the Engagement for convenience at any time prior to the expiry of the Term, by providing thirty (30) days' prior written notice to the Company. Upon receipt of such termination notice, the Company may waive any portion of the thirty-day notice period in writing, in which case the Termination Date will be such date as is designated by the Company in writing, and Consultant will be entitled to a fee in lieu of notice, based on the Retainer Fees which would otherwise have been paid through the remainder of the thirty-day notice period. Such fees in lieu will be provided to Consultant by the Company within Thirty (30) days of the Termination Date.
- (d) Termination upon Death or Disability of Assigned Person This Agreement will automatically terminate Five (5) business days following the Assigned Person's death or Permanent Disability (as defined below) unless, prior to the expiry of such Five (5) day period, the Company Liaison provides written consent to substitute another specified individual as Assigned Person.
- For these purposes, "Permanent Disability" is defined as physical or mental incapacity resulting in the absence from or inability to properly perform the Services hereunder (as determined by the Company) for One Hundred Eighty (180) consecutive days. Provision of Services for periods of less than One (1) week will not toll the passing of the time required to establish Permanent Disability hereunder.
- (e) Termination – General. Upon any termination for any reason whatsoever of the Engagement:
- (i) Any Retainer Fees, expenses and related Taxes accrued owing as of the Termination Date will be paid out at the usual time in accordance with Section 3.
 - (ii) Entitlement to use of any Company-supplied equipment or device will end on the Termination Date.
 - (iii) Consultant will comply, and cause any Assigned Person to comply, with all return of property obligations under Section 5(c) below and will also immediately deliver or cause to be delivered to the Company a complete and up-to-date list of all passwords required to access Company systems



or materials for purposes of performing the Services, including those set up by Consultant or any Assigned Person, and those provided by the Company.

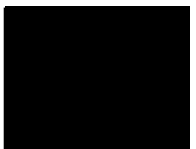
- (iv) Consultant will immediately take, and cause any Assigned Person to immediately take, all necessary steps to ensure that all electronically-stored Confidential Information or Inventions (each as defined in Section 5 below) have been transferred to the Company from (and fully deleted from) Consultant's or any Assigned Person's business/personal/household cell-phone, computer/lap-top or similar devices and systems, and that any Company-licensed software has been "wiped" from such business/personal/household devices and systems.
- (v) Subject to compliance with Sections 3(b) and 3(c), any reimbursable expenses and related Taxes accrued owing as of the Termination Date will be paid out at the usual time in accordance with Section 3. For greater clarity, Consultant will not be entitled to be reimbursed for any expenses incurred after the Termination Date, unless preapproved by the Company Liaison.
- (vi) Where applicable and subject to any different entitlements under any applicable shareholders' agreement, upon request from the Company, Consultant and any Assigned Person will forthwith resign in writing as an officer or director of the Company or any of its subsidiaries or affiliates, effective upon the Termination Date.
- (vii) Except as otherwise expressly set out above in this Section 4, Consultant will not be entitled to any other notice or compensation/damages in lieu of notice or any other compensation or entitlements of any nature whatsoever as a result of such termination. For greater clarity, and even if at any time Consultant is deemed to be a dependent contractor under the common law, by accepting this Agreement, Consultant is waiving any right to claim any form of common law reasonable notice of termination or compensation in lieu of such reasonable notice of termination.

5. **Confidentiality and Ownership of Company Property**

Prior to permitting any Assigned Person to commence providing any Services, Consultant will cause such Assigned Person to execute and deliver to the Company a written confidentiality and ownership of Company property agreement substantially similar to and based upon those provisions set out in this Section 5 and in Section 8 below.

(a) **Confidential Information**

- (i) "Confidential Information" means information that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential, or which belongs to a third party and is subject to a duty on the Company's part to maintain its confidentiality. Confidential Information includes not only information disclosed by the Company to Consultant or any Assigned Person, but also

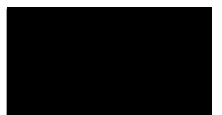


information learned or developed by Consultant or any Assigned Person during the course of performing the Services, as well as also all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information. Notwithstanding the foregoing, the term "Confidential Information" does not include, and neither Consultant nor any Assigned Person will be restricted during or after the Engagement from using any information, even if otherwise designated as "Confidential Information": (i) which Consultant or any Assigned Person learned of other than in the course of the Engagement; (ii) which is obtainable from sources outside of the Company, without breaching any contractual or other obligations; or (iii) which otherwise exists in the public domain.

- (ii) Consultant agrees that during the Engagement, it will not (and will cause any Assigned Person to not) improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which Consultant or any Assigned Person has an obligation to keep in confidence, and further agrees that Consultant will not (and will cause any Assigned Person to not) bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.
- (iii) Consultant will not (and will cause any Assigned Person to not), either during the Engagement or at any time after termination for any reason whatsoever of the Engagement, impart or disclose any Confidential Information to any person, firm or entity other than the Company, or use any of such Confidential Information, directly or indirectly, for Consultant's or any Assigned Person's own benefit or for the benefit of any person, firm or entity other than the Company. Consultant hereby acknowledges (and will cause any Assigned Person to acknowledge) that the items included within the definition of Confidential Information are valuable assets of the Company and that the Company has a legitimate business interest in protecting such Confidential Information.

(b) Ownership of Inventions

- (i) Consultant agrees (and will cause any Assigned Person to agree) that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant or any Assigned Person, solely or in collaboration with others, during the course of and the Term of the Engagement (including during non-Services hours), or with the use of Company's equipment, supplies, facilities, or Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees (and will cause any Assigned Person to agree) to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby



irrevocably assigns (and will cause any Assigned Person to assign) fully to the Company all of Consultant's and any Assigned Person's right, title and interest in and to Inventions. Consultant further acknowledges (and will cause any Assigned Person to acknowledge) that all original works of authorship that are made by Consultant and any Assigned Person (solely or jointly with others) within the scope of and during the period the Engagement and that are protectable by copyright will be deemed to be "works made for hire," as that term is defined in the United States Copyright Act and will be deemed to be "works made in the course of employment", as that term is defined in the Copyright Act of Canada. Consultant understands and agrees that the decision whether or not to commercialize or market any Invention is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to Consultant or any Assigned Person as a result of the Company's efforts to commercialize or market any such Invention. Consultant will not (and will cause any Assigned Person to not) incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without the Company's prior written permission.

- (ii) Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby irrevocably waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law (and Consultant will cause any Assigned Person to do likewise).
- (iii) Consultant agrees to keep and maintain (and will cause any Assigned Person to keep and maintain) adequate, current, accurate, and authentic written records of all Inventions made by Consultant or any Assigned Person (solely or jointly with others) during the Term and such records are and will be available to and remain the sole property of the Company at all times. Consultant further agrees to assist (and will cause any Assigned Person to assist) the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company deems proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions.
- (iv) Consultant understands that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that Consultant or any Assigned Person has developed entirely on its/his own time without using the Company's equipment, supplies, facilities, trade

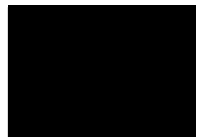
secret information or Confidential Information (an "Other Invention") except for those Other Inventions that either (i) relate to the Company's business, or actual or anticipated research or development of the Company or (ii) result from or relate to Services performed for the Company or to any Confidential Information or Inventions. Consultant will advise (and will cause any Assigned Person to advise) the Company promptly in writing of any Invention that it/he believes constitutes an Other Invention. Consultant agrees that it will not (and it will cause any Assigned Person to not) incorporate, or permit to be incorporated, any Other Invention owned by it/him or in which it/he has an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if it/he incorporates into a Company product, process or service an Other Invention owned by it/him or in which it/he has an interest, Consultant hereby grants (and will cause any Assigned Person to grant) to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

- (c) Company Property; Return of Company Property All materials relating to the business and affairs of the Company and any of its subsidiaries or affiliates including, without limitation, all manuals, documents, reports, equipment, working materials and lists of customers prepared by the Company or by Consultant or any Assigned Person in the course of the Engagement are for the benefit of the Company and are and will remain the property of the Company. Consultant will surrender and deliver (and will cause any Assigned Person to surrender and deliver) to the Company all such materials, data, information and property, and anything containing or constituting Confidential Information or Inventions, upon the termination for any reason whatsoever of the Engagement, or at an earlier time on the request of the Company.

6. Independent Contractor Status; Compliance with Laws

The Company engages Consultant to provide services on an independent contractor basis. Consultant enters into this Agreement as, and intends to continue to be, an independent contractor. Consultant, any Assigned Person, and any other person who is or may be employed or engaged by Consultant: (i) will not be deemed to be an employee, agent or representative of the Company or any of its affiliates, for any purpose whatsoever; (ii) must not represent itself as an employee, agent or representative of the Company or any of its affiliates, without the Company Liaison's prior written consent; (iii) will not be entitled to any employment rights or benefits from the Company or any of its affiliates, or be subject to supervisory direction by the Company. However, the Parties acknowledge that for purposes of this Agreement, Assigned Person will be identified both internally and to third parties as the Company's General Consultant and as Chief Executive Officer upon expiry of the Probationary Period and acceptance of the role.

Consultant will be wholly responsible for complying with, and submitting any requisite filings and payments under applicable federal, state, provincial, municipal or local law, including but not limited to income tax, Employment Insurance, Canada Pension Plan,



workplace safety, Employer Health Tax, health insurance and tax legislation; and including but not limited to equivalent or similar applicable legislation of any government entity, agency, ministry or collecting body having jurisdiction in relation to Consultant, to any Assigned Person, or to any other person who is or may be employed or engaged by Consultant.

7. **Indemnity and Limitations on Liability**

(a) **Indemnity by Consultant** Subject to the provisions of Sections 7(b), Consultant agrees to indemnify and save harmless the Company from any and all claims, actions, causes of action, debts or demands (including any related liability for interest or penalties, and any related costs or expenses, including reasonable legal fees, incurred by the Company) which may arise as a result of or in relation to:

- (i) breach of any of the warranties set out in Section 1;
- (ii) Consultant's failure for any reason whatsoever to comply with Section 6; or,
- (iii) a determination by any government entity, agency, ministry or collecting body having jurisdiction in relation to Consultant or in relation to any Assigned Person that the relationship between the Company and Consultant, or the relationship between the Company and Assigned Person, is not an independent contractor relationship.

If, notwithstanding the parties mutual intention and agreement, the relationship between the Company and Consultant or any Assigned Person is deemed to constitute an employer/employee relationship, it is expressly agreed that any Company employer liabilities to Consultant or to such Assigned Person, as the case may be, in relation to such employment and also in relation to the termination for any reason whatsoever of such employment, will equal and be limited to the minimum statutory requirements (if any) as set out in employment/labour standards legislation, as amended from time to time, that is applicable in the Location of Services ("**ESL**"), (subject only to any greater termination entitlements pursuant to Section 4 above). Any payments made and any termination notice provided to Consultant pursuant to this Agreement will be credited towards any applicable minimum statutory requirements under the ESL.

(b) **Certain Damages Excluded** In no event will any Party or any Assigned Person be liable to any other Party or any Assigned Person for incidental, punitive, exemplary, aggravated, indirect, special or consequential damages (including, but not limited to, lost business revenue, lost profits, failure to realize expected savings or loss of business opportunity) even if such Party or such Assigned Person has been advised of the possibility of such damages. These limitations will apply to all causes of action and regardless of the form of action (including breach of contract, strict liability, tort including negligence or any other legal or equitable theory).

8. **General**

- (a) Independent Legal Advice Consultant acknowledges that it has read and understood the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was neither prevented nor discouraged by the Company from seeking, any independent legal advice which it considered necessary prior to the execution and delivery of this Agreement and that, in the event that it did not avail itself of that opportunity prior to signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by Consultant as a defence to the enforcement of its obligations under this Agreement.
- (b) Notices All notices and other communications to be made hereunder will be in writing and will be deemed to have been given when the same are: (i) personally delivered; (ii) mailed, registered or certified mail, first class postage prepaid return receipt requested; (iii) delivered by a reputable private overnight courier service utilizing a written receipt or other written proof of delivery, to the applicable Party at the address set forth above; or (iv) sent by email or other functionally equivalent electronic means, delivery receipt requested. Any Party refusing delivery of a notice will be charged with knowledge of its contents.
- (c) Successors and Assigns Consultant acknowledges that its services are unique and personal. Consultant may not assign its rights or delegate the Services or obligations under this Agreement. This Agreement will be binding upon and inure to the benefit of each of the Company and Consultant and their respective successors and assigns by merger, consolidation, transfer of business and properties or otherwise.
- (d) Survival; Enforceability Notwithstanding the termination for any reason whatsoever of this Agreement, the provisions of Sections 4(f), Sections 5, 6, 7 and this Section 8 will survive and remain enforceable. Consultant agrees and acknowledges that the existence of any claim or cause of action Consultant or any Assigned Person may have or assert against the Company or its subsidiaries or affiliates, whether based on this Agreement or otherwise, will not constitute a defence to the enforcement of the obligations under Sections 4(f), 5, 6 or 7.
- (e) Severability In the event any one or more of the provisions of this Agreement will be held to be, in whole or in part, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remainder of such provision or other provisions hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision (or part provision) never had been contained herein.
- (f) Injunctive Relief Consultant recognizes and agrees that any material violation of the provisions of Section 5 of this Agreement would cause such damage or injury to the Company as would be irreparable the exact amount of damage would be impossible to ascertain; therefore, Consultant agrees that notwithstanding anything to the contrary contained in this Agreement, the Company will be entitled to seek injunctive relief from a court of competent jurisdiction in the jurisdiction and venue in which Consultant or any Assigned Person resides to seek an injunction against such violations or threatened violations. Such right to seek an injunction will be cumulative and in addition to, and not in limitation of, any other rights and remedies by the Company may have in equity or at law.

- (g) Governing Law, Forum Selection This Agreement will be construed in accordance with the laws of the Province of British Columbia, exclusive of any choice of law principles. In the event any dispute arises between the Parties relative to this Agreement, then the dispute will be litigated in any court of competent jurisdiction in the Province of British Columbia, and both Parties agree to personal jurisdiction in such courts.
- (h) Currency All currency amounts referenced in this Agreement are in United States dollars (gross) unless otherwise stated and all payments will be made in United States dollars.
- (i) Entire Agreement; Amendments This Agreement (inclusive of the attached Schedules hereby incorporated by reference), contains the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and may not be amended or supplemented at any time unless by writing, executed by each of the said Parties.
- (j) Counterparts This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.
- (k) Execution Execution and delivery of a facsimile or other functionally equivalent means of electronic execution and transmission of this Agreement will constitute, for purposes of this Agreement, delivery of an executed original and will be binding upon the Party whose signature appears on the transmitted copy. Any Party so executing this Agreement undertakes to originally-execute and deliver to the other Parties a copy of this Agreement as soon as possible after such electronic execution and transmission.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused their duly authorized officers to execute this Agreement on the dates set forth below.

LIFTED INNOVATIONS INC.

"Bjarne Borg"

Date: August 14th, 2019

Bjarne Borg, Chairman

Marc Mulvaney

Date: 08/14/2019

Per: "Marc Mulvaney"

Print name: Marc Mulvaney

I have authority to bind Contractor.