

## CONSULTING AGREEMENT

**THIS AGREEMENT** (the "**Agreement**") is made effective as of the 1<sup>st</sup> day of January, 2017.

**BETWEEN:**

**GREEN 2 BLUE ENERGY CORP.**, a company incorporated under the laws of British Columbia, having an office located at 1518 – 800 West Pender Street, Vancouver, BC, V6C 2V6.

(the "**Company**" or "**G2BE**")

**AND:**

**1051208 B.C. LTD.**, a company incorporated under the laws of British Columbia, having an office at 85 Morven Drive, West Vancouver, BC, V7S 1B3.

(the "**Consultant**")

**AND:**

**SLAWOMIR SMULEWICZ**, a businessman, having an address for delivery located at 1518 – 800 West Pender Street, Vancouver, BC, V6C 2V6.

("Smulewicz")

**WHEREAS:**

- A. G2BE is a Clean-tech energy company, focused on wood pellet production and bio energy generated from gasification. G2BE is committed to becoming a leader in global sales of wood pellets and the installation of gasification systems to generate combined heat and electricity; and
- B. The Company wishes to engage the Consultant to provide certain consulting services to the Company (the "**Services**"), in accordance with the terms and conditions provided in this Agreement.
- C. The Consultant shall provide the personal services of Smulewicz, who has management expertise;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained (the receipt and adequacy of such consideration is hereby mutually admitted by each party), the parties hereby covenant and agree as follows:

**PART 1  
SERVICES AND DUTIES OF THE CONSULTANT**

- 1.1 **Engagement, Services and Duties.** Effective as of January 1, 2017, the Company hereby engages the Consultant to provide the personal services of Smulewicz to perform the function of President and Chief Executive Officer of the Company and to provide services to the Company and carry out the duties and responsibilities described in Schedule "A" attached hereto, and the Consultant hereby accepts such appointment and engagement by the Company on the terms and subject to the conditions set forth in this Agreement.
- 1.2 **No Substitution.** It is hereby acknowledged by the parties that in the event the Consultant wishes to provide such person other than Smulewicz to provide the Services hereunder, such person must first be approved by the Board of Directors of the Company (the "**Board**"), in writing, which approval may be denied any reason whatsoever.

**PART 2  
TERM OF ENGAGEMENT**

- 2.1 **Term of Engagement.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement will be for an initial period of three years, commencing on January 1, 2017 and continuing, subject to the terms of this Agreement, until January 1, 2022 (the "**Term of Engagement**"), which Term of Engagement will automatically renew for consecutive periods of one year unless the Company or the Consultant give the other party 30 days written notice of non-renewal prior to the expiry of the Term of Engagement.

**PART 3  
COMPENSATION OF THE CONSULTANT**

- 3.1 **Compensation.** The Company shall pay the Consultant the following:
- (a) **Consulting Fee.** In consideration for the Services provided to the Company by the Consultant, the Company will pay the Consultant \$150,000 per annum (the "**Consulting Fee**") plus applicable GST, payable in monthly installments of \$12,500/month on the first day of each month, which shall be paid by Company to the Consultant by way of a company cheque, certified cheque or bank draft, or by any other means acceptable to the Consultant.
  - (b) **Expenses.** The Company will reimburse the Consultant for all reasonable expenses incurred by the Consultant in connection with his duties hereunder.
  - (c) **Stock Options.** As additional consideration for the services provided by the Consultant during the Term of Engagement, the Consultant will receive stock options to purchase shares in the capital of the Company, amount, exercise price and period to be determined by the Board of Directors of the Company, in its sole discretion.
  - (d) **Incentive Bonus.** In addition to the fees and allowances set forth above, at the sole discretion of the Board of Directors, the Consultant may be entitled to receive an incentive bonus at any time during the Term of Engagement, the amount of which, if any, will be determined by the Board of Directors of the Company.



- (e) **Annual Increase.** The Company shall increase the consulting Fee by a minimum of 5% per annum, with the first increase commencing on January 1, 2018, and additional increases becoming effective on January 1 of each subsequent year, for each year that this Agreement is in effect.

#### PART 4

##### ADDITIONAL OBLIGATIONS OF THE CONSULTANT

4.1 **Reporting by the Consultant.** The Consultant will provide to the Company such information concerning the results of the Consultant's Services and activities hereunder as the Company may reasonably require.

4.2 **Compliance Issues.** The Consultant shall comply with all laws, whether federal, provincial, state or otherwise applicable to the Amended Services provided by him and, when requested by the Company, shall advise the Company of any particular compliance issues affecting any Amended Services for which the Consultant has been engaged.

4.3 **Confidentiality by the Consultant.** The Consultant will not, except as authorized or required by his duties hereunder, reveal or divulge to any person or companies any information concerning the organization, business, finances, transactions or other affairs of the Company, which may come to the Consultant's knowledge during the Term of Engagement, and the Consultant, except as required by law, will keep in complete secrecy all confidential information entrusted to the Consultant and will not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company's business. This restriction will continue to apply after the termination of this Agreement without limit in point of time but will cease to apply to information or knowledge which may come into the public domain.

4.4 **Consultant's Business Conduct.** The Consultant warrants that he will conduct his Services and other related activities in a manner which is lawful and reputable and which brings good repute to the Company and the Consultant. In this regard the Consultant warrants to provide all Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company.

4.5 **Insider Issues.** The Consultant shall comply with all reasonable endeavors of the Company, industry practice, and law and regulation to ensure that he affords security to information of the Company and that the Consultant, or any persons with whom the Consultant works or with whom the Consultant deals, do not employ information of the Company in any manner contrary to law or fiduciary obligations.

4.6 **Trading Issues.** In the event that the Consultant, or any person with whom the Consultant works or with whom the Consultant deals, trades in the Company's or an affiliate's securities, then the Consultant shall employ reasonable prudence and good market practice as to such trading and shall effect such in compliance with law.

4.7 **Company's Property.** The Consultant agrees that:

- (a) all Confidential Information and property, including without limitation, all books, manuals, records, reports, notes, contracts, lists, business and financial records and other documents (collectively, the "**Company's Property**") furnished to or prepared or developed by the Consultant in the course of or incidental to this Agreement and the duties hereof, is for the exclusive benefit of the Company and is owned exclusively by the Company;

- (b) upon termination of this Agreement the Consultant shall promptly return the Company's Property to the Company and shall keep no copies thereof, except as may be agreed in writing on agreed terms with the Company; and
- (c) during the Term of Engagement and thereafter, the Consultant shall not, directly or indirectly, except as required by the normal business of the Company or expressly consented to in writing by the Company:
  - (i) disclose, publish or make available, other than to an authorized employee, officer, or director of the Company, any of the Company's Property;
  - (ii) acquire, possess for his own interest, sell, transfer or otherwise use or exploit any of the Company's Property; or
  - (iii) permit the sale, transfer, or use or exploitation of any of the Company's Property by any third party.

## PART 5 TERMINATION OF ENGAGEMENT

### 5.1 Termination by the Company.

- (a) **For Cause.** The Company may at any time during the Term of Engagement terminate this Agreement for cause, without notice and without liability for any claim, action or demand upon the happening of one or more of the following events:
  - (i) if the Consultant fails or refuses, repeatedly, to comply in any material respect with the reasonable policies, standards or regulations of the Company established from time to time in writing and in accordance with this Agreement;
  - (ii) if the Consultant fails to perform in any material respect, his duties as determined by the Company in accordance with this Agreement and consistent with the customary duties of the Consultant's engagement;
  - (iii) if the Consultant conducts himself in a wilfully dishonest, or an unethical or fraudulent manner that materially discredits the Company or is materially detrimental to the reputation, character or standing of the Company; or
  - (iv) if the Consultant conducts any unlawful or criminal activity, which activity materially discredits the Company or is materially detrimental to the reputation, character or standing of the Company.
- (b) **For Other Than Cause.** Notwithstanding the above, the Company may at any time during the Term of Engagement terminate this Agreement by paying to the Consultant the lesser of 6 months Consulting Fee or a lump sum amount equal to the portion of the Consulting Fee remaining for the rest of the period under the Term of Engagement, and by providing to the Consultant the amount of the bonus to which the Consultant would have been entitled or becomes entitled pursuant to section 3.1(d) above.

5.2 **Termination after Change of Control.** In the event that a change in the voting control of the shares of the Company occurs during the Term of Engagement and the Consultant is terminated during the Term of Engagement of such change of control then the Consultant will receive a lump sum payment



equal to the portion of the Consulting Fee remaining for the rest of the period under the Term of Engagement.

5.3 **Termination by the Consultant.** The Consultant may terminate this Agreement at any time by providing 30 days written notice to the Company. Any Consulting Fee or bonus to which the Consultant would have been entitled or becomes entitled to pursuant to Section 3.1 above will cease on the date of termination.

## SECTION 6 GENERAL PROVISIONS

6.1 **Entire Agreement.** This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

6.2 **Schedules.** The Schedules attached hereto form an integral part of this Agreement.

6.3 **Further Assurances.** The parties will from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

6.4 **No Assignment.** This Agreement may not be assigned by either party hereto except with the prior written consent of the other party.

6.5 **Amendments.** This Agreement may be amended or supplemented only by a written agreement signed by each party.

6.6 **No Relationship of Employer-Employee.** The Company and Consultant each acknowledge and agree that the only relationship of the Consultant to the Company created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. The Company shall have no obligation whatsoever to pay or compensate the Consultant and/or any representative thereof for taxes of any kind whatsoever that arise out of or with respect to any fee, remuneration or compensation provided to the Consultant under this Agreement.

6.7 **Notice.** In this Agreement:

- (a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, or e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each party set out as follows:
  - (i) to the Company, at:  
1518 – 800 West Pender Street  
Vancouver, BC, V6C 2V6
  - (ii) to the Consultant, at:  
1518 – 800 West Pender Street  
Vancouver, BC, V6C 2V6

E-mail: [BC1051208LTD@outlook.com](mailto:BC1051208LTD@outlook.com)

- (iv) to Smulewicz, at:  
1518 – 800 West Pender Street  
Vancouver, BC, V6C 2V6  
E-mail: [slawek.sm@outlook.com](mailto:slawek.sm@outlook.com)
  
- (b) any notice or communication shall be considered to have been received:
  - (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
  - (ii) if sent by e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business day of the receiver; and
  - (iii) if mailed by prepaid registered post, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

**6.7 Notice.** In this Agreement:

- (a) any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand or mailed by prepaid registered post in Canada, to the address of each party set out above or to such other address as any party may designate in the manner set out above; and
  
- (b) notice or communication will be considered to have been received:
  - (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
  - (ii) if sent by email transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business of the receiver; and
  - (iii) if mailed by prepaid registered post in Canada, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by email transmission.

**6.8 Time of the Essence.** Time will be of the essence of this Agreement.

**6.9 Enurement.** This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

**6.10 Currency.** All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.

**6.11 Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The parties hereto agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the exclusive jurisdiction of the courts of British Columbia.



6.12 **Severability.** If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining term will be separately valid and enforceable.

6.13 **Interpretation Not Affected.** In this Agreement, using separate Parts and inserting headings are for convenient reference only and will in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.

6.14 **No Partnership or Agency.** The parties have not created a partnership and nothing contained in this Agreement will in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever, except as specifically herein provided.

6.15 **Conflict.** The parties hereunto agree and acknowledge that this Agreement has been prepared by the Consultant and that the Company seek and obtain independent legal advice in connection with the review and execution of this Agreement, if required.

6.16 **Counterparts.** This Agreement may be signed by facsimile or original and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first written above.

**GREEN 2 BLUE ENERGY CORP.**


By:

  
\_\_\_\_\_  
Authorized Signatory

**1051208 B.C. LTD.**

By:

  
\_\_\_\_\_  
Authorized Signatory

  
\_\_\_\_\_  
Slawomir Smulewicz

**Schedule "A" to Consulting Agreement dated  
January 1, 2017, between the Company and the Consultant (Slawomir Smulewicz)**

**Duties and Responsibilities of the Consultant**

The Consultant agrees to serve in the position and with the duties and responsibilities as set out below, and to perform such other duties as set out from time to time by the Company.

**POSITION:** President & CEO of the Company

**EXECUTIVE'S DUTIES**

Management of all matters relating to the operations of the Company, including:

1. Performance of the duties normally associated with the office of Chief Executive Officer;
2. Supervision of investor relations and corporate information dissemination;
3. Participation in the development of strategy, policies and programs for review and approval by the Board;
4. The review and assessment of business, acquisition and divestiture opportunities presented to the Company;
5. Preparation of business plans as required from time to time for review and approval by the Board;
6. Review the Company's capital requirements and to arrange for adequate financing of the Company's business and growth opportunities;
7. Monitoring and control of the operations of the Company; and
8. Performance of such other duties consistent with the Executive's position which the Board shall, from time to time, reasonably direct.