

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the 17th day of January, 2018 (the "Effective Date").

AMONG:

1124538 B.C. LTD., having an address of 1090 West Georgia Street,
Suite 600, Vancouver, British Columbia, V6E 3V7

Email: ifgsmith@yahoo.ca, with a copy to mraven@beadleraven.com

(the "Company")

AND:

[REDACTED], having an address at [REDACTED]

Email: [REDACTED] [Name and contact details of Contractor redacted]

(the "Contractor")

WHEREAS the Company and the Contractor have agreed to enter into this contract for services whereby the Contractor will provide website application services to the Company on the terms set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing recitals and of the mutual promises, covenants and agreements hereinafter set forth, the Company and the Contractor hereby promise, covenant and agree as follows:

1. Independent Contractor

1.1 The Company engages the Contractor to provide and the Contractor shall provide consulting services described in Schedule A (the "Services").

1.2 The Contractor shall at all times be an independent contractor. The Contractor is not the employee or agent of the Company, no partnership, joint venture or agency will be created by this Agreement or by any action of the parties under this Agreement, and the Contractor shall not represent itself to be in any such relationship with the Company.

1.3 The Contractor acknowledges and agrees that it shall be responsible for payment to the proper authorities of any and all income taxes, employment insurance premiums, Canada Pension Plan contributions and Workers' Compensation insurance premiums in respect of the remuneration paid hereunder.

1.4 If at any time Canada Revenue Agency or any other competent authority determines that the Contractor is an employee of the Company, then the Company shall immediately begin making all statutorily required withholdings and remittances in respect of payments to the Contractor.

1.5 The Company shall not be liable to the Contractor for any damages, liabilities, penalties, interest or costs caused to the Contractor for failure to make any statutorily required source deductions or payments that the Company would make in respect of payment or remuneration to employees. The Contractor agrees to indemnify and save harmless the Company from any and all damages, penalties, interest, costs and liabilities of any nature of kind arising as a result of the Company not making any statutorily required source deductions pursuant to the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Canada Pension Plan*, and any other applicable legislation in Canada or in any other jurisdiction, on

payments to the Contractor. The Company may at any time set off any amounts owing to it by the Contractor against any and all amounts payable by the Company to the Contractor including but not limited to amounts payable under this Agreement.

2. Scope

2.1 The Services required by the Company are further detailed in Schedule A of this Agreement. The Company and the Contractor shall meet to review and update the details of the Services as required, or more often if requested by either party.

2.2 The Contractor shall provide Services to the Company on an as needed basis and as stipulated in Schedule A.

3. Term of Contract and Termination

3.1 The initial term (the “Term”) of this Agreement and the provision of the Services by the Contractor to the Company pursuant to the terms and conditions of this Agreement shall commence as of the Effective Date and shall continue until December 31, 2018, unless terminated earlier in accordance with the provisions of this Agreement.

3.2 The Contractor may terminate this Agreement by giving not less than thirty (30) days’ written notice of such termination to the Company. At the time the Contractor provides the Company with notice of resignation, or at any time thereafter, the Company shall have the right to elect to terminate the provision of Services by the Contractor at any time prior to the effective date of the Contractor’s resignation. Upon the effective date of the Contractor’s termination of this Agreement, the Company shall not be obligated to make any further payments under this Agreement.

3.3 The Company may terminate this Agreement by giving written notice of such termination to the Contractor, provided however that if the Company terminates this Agreement, the Contractor shall be entitled to receive: any unpaid amounts accrued and unpaid as of the date of notice of termination.

3.4 The Contractor acknowledges and agrees that unless otherwise expressly agreed in writing between the Contractor and the Company, the Contractor shall not be entitled, by reason of this Agreement or by reason of any termination of this Agreement, howsoever arising, to any remuneration, compensation or other benefits other than expressly provided for in this Agreement.

4. Performance

4.1 In performing the Services hereunder, the Contractor (and its employees, directors, officers, consultants and agents, if any) shall: (a) act honestly and in good faith in what the Contractor reasonably believes to be in the best interests of the Company; (b) exercise the degree of care, diligence and skill that a reasonably prudent person engaged in the provision of services similar to the Services would exercise in comparable circumstances; and (c) not perform any services for or provide any advice to any other person, firm, corporation or other entity, which, in the reasonable opinion of the Company, gives rise to a conflict of interest between the obligations of the Contractor to the Company under this Agreement and the obligations of the Contractor to such other person, firm, corporation or other entity.

5. Remuneration, Expenses and Other Payment

5.1 The Company shall pay to the Contractor, in full payment and reimbursement for providing the Services, the remuneration described in Schedule B, payable to the Contractor on the terms set forth in Schedule B, and the Contractor shall accept the same as full payment and reimbursement.

6. Confidential Information

6.1 The Contractor agrees that all documents, data, records, software and other property, furnished to the Contractor by the Company or produced by the Contractor or others in connection with the performance of the Services, shall be and remain the sole property of the Company or the owner. The Contractor agrees to keep such records and other documentary property of the Company in confidence. Any such records shall be stored at the Company's place of business and shall not be removed from the Company's premises without consent of the Company. Should the Company not so request, the Contractor shall return and deliver all such documentary and other property upon termination of this Agreement and the Contractor shall not take any such property or any reproduction of such property upon such termination.

6.2 The Contractor recognizes that the Company generates and uses valuable proprietary information and that to protect the legitimate interests of the Company it is necessary for the Company to prevent unauthorized use or disclosure of the information.

6.3 The term "**Confidential Information**" as used in this Agreement means any information identified or reasonably identifiable or characterized as confidential or proprietary information of the Company concerning the Company's business or technologies or any other interests or information not generally available to third parties including, but not limited to: trade secrets, financial information, strategies, research, exploration or development activities and information, employee or subcontractor information, shareholder information, business plans, services contracts, and any and all revisions and improvements relating to the foregoing (in each case whether or not reduced to tangible form) and any confidential or proprietary information owned by a third party and provided to the Company which the Company has agreed to keep confidential.

6.4 The Contractor agrees that the Confidential Information is and shall remain the exclusive property of the Company. The Contractor also agrees that the Confidential Information constitutes a proprietary right which the Company is entitled to protect and constitutes information and knowledge not generally known to the trade.

6.5 In the course of providing the Services under this Agreement, the Contractor shall obtain access to and be entrusted with Confidential Information. At all times during this Agreement and after the termination of this Agreement:

- (a) The Contractor shall maintain securely and hold in strict confidence all Confidential Information disclosed to it and to its employees, directors, officers, consultants and agents;
- (b) The Contractor shall not, without the express written consent of the Company, disclose any of the Confidential Information to any person, corporation or other entity other than to its employees, directors, officers, consultants and agents on a need to know basis and provided that such persons have been advised of and have agreed to be bound by the Contractor's confidentiality obligations under this Agreement;
- (c) The Contractor shall not use any of the Confidential Information for any purpose other than in the normal and proper course of performing the Services; and
- (d) The Contractor shall not duplicate or transfer or allow any person to duplicate or transfer any of the Confidential Information.

6.6 The restrictive obligations set forth above shall not apply to the disclosure or use of any information which:

- (a) is or later becomes available to the public from a source other than the Contractor and through no fault of the Contractor; or

(b) is lawfully made available to the Contractor by a third party or a source outside this Agreement.

7. Sub-contracting and Assignment

7.1 The Contractor shall not assign this Agreement or any right of the Contractor under this Agreement, or sub-contract the provision of the Services or any obligation of the Contractor under this Agreement without the prior written consent of the Company.

7.2 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations pursuant to this Agreement or impose any obligation or liability upon the Company to any such sub-contractor.

7.3 The Company may assign this Agreement without notice to the Contractor.

8. General

8.1 In this Agreement, unless context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

8.2 This Agreement shall be binding on the Contractor's heirs, executors, administrators and legal representatives and shall enure to the benefit of any successors and assigns of the Company.

8.3 No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act of the other of them, or to declare the other party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder or of the right to then or subsequently declare a default.

8.4 Save and except for the express provisions of this Agreement, any and all previous agreements, written or oral, between the parties hereto or on their behalf relating to the provision of the Services by the Contractor to the Company are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such agreement.

8.5 This Agreement constitutes the entire agreement between the parties.

8.6 If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement or of any Schedule or any part thereof, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of the Agreement.

8.7 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable therein.

8.8 The Contractor agrees that the terms of this Agreement are confidential and that the Contractor will not disclose, except in the necessary conduct of its business to its legal or financial advisors (and then only to the extent absolutely necessary) the terms of this Agreement.

8.9 Any notice relating to this Agreement or required or permitted to be given in accordance with this Agreement shall be in writing and shall be personally delivered, mailed by registered mail, postage prepaid, or sent by email to the parties at their respective addresses set out on the first page of this Agreement.

8.10 The Contractor shall, upon the reasonable request of the Company, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, documents and assurances of whatsoever nature and kind for the better or more perfect or absolute performance of the terms, conditions and intent of this Agreement.

8.11 The Contractor understands and agrees that, without prejudice to whatever rights and other remedies the Company may have, the Company may enforce its rights under this Agreement by way of injunction, and may obtain an injunction, including an interim injunction to restrain any breach or anticipated breach of any of the provisions of this Agreement.

8.12 The Company and the Contractor acknowledge and declare that in executing this Agreement they are each relying wholly on their own judgment and knowledge and have not been influenced to any extent whatsoever by any representations or statements made by or on behalf of the other party regarding any matters dealt with herein or incidental hereto.

8.13 The Company and the Contractor further acknowledge and declare that they have had an opportunity to obtain independent legal advice and each have carefully considered and understand the terms of this Agreement including, but without limiting the generality of the foregoing, the release of any claims against the Company and that they execute this Agreement voluntarily and of their own free will.

8.14 This Agreement and the rights and obligations of the parties hereunder are subject to the approval of the Canadian Securities Exchange (or any other stock exchange or similar entity on which the Company's securities are listed or posted for trading) as and when required and to applicable securities laws.

This Agreement has been executed by the parties hereto as of the day and year first above written.

1124538 B.C. LTD.

By: "Peter Smith"
Authorized Signatory



By: 
Authorized Signatory

[Name of Contractor and signature
redacted]

SCHEDULE A

THE SERVICES

The Services shall include, but not be limited to:

1. General further development of the language training web application “sentence mining”, as introduced by the Company to the Contractor.
2. Active searches by the Contractor for international low-cost coding and programming help, and direct employment and subcontracting of such help where the Contractor feels such help will be advantageous for the Company.
3. Regular on-line demonstrations of programming progress, using visual communication software such as Skype (or a mutually agreed equivalent), which will allow the Company to gain a full appreciation for the ongoing progress and functionality of the sentence mining language training application. Such demonstrations **MUST** occur at least once each month and for a duration of at least 2 hours per session, but may be required to occur more frequently as progress developing the application might reasonably demand.
4. In-person demonstrations of progress as above at least once per quarter at the Contractor’s offices or at the offices of a subcontracted party mutually agreed per the above.

SCHEDULE B
REMUNERATION

Base Fee, Cost Plus and Expenses

The Company shall pay to the Contractor a flat fee of [REDACTED] (the "**Base Fee**") per month for providing the Services, as well as remunerate the Contractor on a "cost plus 10%" basis ("**Cost Plus**") for any programming or coding subcontracting relationships secured by the Contractor and approved in writing in advance by the Company. Moreover, the Contractor will be reimbursed for all reasonable out-of-pocket expenses ("**Expenses**") incurred in furtherance of development of the sentence mining application, provided appropriate documentation evidencing said expenses are submitted in a reasonably timely manner.

Notwithstanding the above, the Base Fee, Cost Plus and Expenses for any one-month period, combined, may never exceed [REDACTED], unless expressly agreed in advance and in writing by the Company.

[Pricing information redacted]