

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("AGREEMENT") is dated effective June 10, 2021 (the "Effective Date").

**BETWEEN:** **SURENANO SCIENCE LTD.**, a company incorporated under the laws of the Province of British Columbia whose registered office is at Suite 2900, 595 Burrard St., Vancouver B.C.

(the "Company")

**AND:**

[REDACTED]  
(the "Consultant")

**WITNESSES THAT WHEREAS** the Consultant has agreed to provide services to the Company and the Company has agreed to engage the Consultant.

**NOW THEREFORE** in consideration of the premises and mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree with each other as follows:

### 1. ENGAGEMENT

**Consultant.** The Company hereby engages the Consultant to provide research services to the Company and to carry out all such tasks as may be required to assist the Company to advise and strategize regarding research tasks that SureNano may want to complete, in accordance with all applicable laws and the terms of this Agreement. The agreement provides that the Consultant will make himself available for such research tasks and will receive 300,000 common stock purchase options exercisable at a price of \$0.25 for a period of three (3) years (the "Options") in exchange for his availability and completion of the work. The Options will terminate immediately upon the cessation of services by the Consultant to the Company.

The Company and the Consultant acknowledge and agree that this Consulting Agreement will require the Consultant to spend a significant amount of time to his work for the Company.

**1.2 Term.** The term of this Agreement and engagement of the Consultant shall commence on the Effective Date and continue for an indefinite period.

**1.3 Duties and Reporting.** The Consultant shall undertake assignments for, and report to, such director(s) or officer(s) as requests the Consultant's services. The Consultant shall not be entitled to enter into material commitments, contractual or otherwise, binding upon the Company, or pledge the credit of the Company without the express prior written consent of the CEO of the Company.

**1.4 Independent Contractor.** The performance by the Consultant of his or her duties and obligations under this Agreement shall be strictly as an independent contractor. Except as may be expressly set out herein, nothing contained in this Agreement shall create or imply any agency or employment relationship among or between any of the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties. The Company will not be liable or responsible for remitting any taxes or other statutory deductions from amounts paid to the Consultant.

### 2. COMPENSATION

**2.1** The Consultant acknowledges and agrees that the Options are the only consideration or compensation

he will receive from the Company pursuant to this Consulting Agreement and for the work described herein.

**2.2 Expenses.** The Consultant shall be reimbursed by the Company for all pre-approved, out-of-pocket expenses actually, necessarily and properly incurred by him in the discharge of his or her duties to the Company. The Consultant agrees that such reimbursements shall be due only after he has rendered an itemized expense account showing all monies actually expended on behalf of the Company and such other information as may be required and requested by the Company.

### **3. ADDITIONAL OBLIGATIONS**

**3.1 Time.** The Company acknowledges that the Consultant will be providing services to the Company on a part-time, as needed basis, and consents to the Consultant providing similar or other services to other entities to the extent such activities do not interfere with any of the Consultant's contractual duties to the Company. The Consultant shall devote as much of his working time to the Company as is reasonably necessary to perform his duties hereunder.

**3.2 Confidential.** The Consultant will not, at any time, or in any manner, during the term of this Agreement, or at any time thereafter, directly or indirectly, divulge, publish or disclose any information concerning the affairs or business of the Company or its affiliates or any secrets thereof (including information about investments in which the Company has or is proposing to make) to any person other than representatives of the Company without the prior consent of the Board other than as required to carry out the Consultant's duties or by law or the rules of any applicable stock exchange or securities regulatory authority, and shall not use for its or his own purposes, or for any other purposes other than those of the Company, any information he may acquire with respect to the Company's, business or affairs to any person or persons.

### **4. TERMINATION**

**4.1 Resignation.** The Consultant may terminate this Agreement at any time by giving the Company at least 30 days advance written notice.

**4.2 Termination.** The Company may terminate this Agreement at any time by giving the Consultant at least 30 days advance written notice.

**4.3 Payments on Termination.** The Consultant shall be entitled to the reimbursement of expenses in accordance with Section 2.2 hereto up to the date of termination of this Agreement.

### **5. COMPANY'S AGREEMENTS**

**5.1** The Company shall make available to the Consultant such information and data, and shall permit the Consultant to have access to such documents or premises as are reasonably necessary to enable him to perform the services provided for under this Agreement.

### **6. INDEPENDENT LEGAL AND TAX ADVICE**

**6.1** The Consultant acknowledges that counsel for the Company has acted as counsel only to the Company and the Consultant acknowledges and confirms that he or she has been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement, the receipt of stock options and other payments hereunder and the documents delivered pursuant hereto and that counsel for the Company is not protecting the rights and interests of the Consultant.

**6.2** To the extent that the Consultant declines to receive independent tax and legal advice in relation to this Agreement, the Consultant hereby waives that right, should a dispute later develop, to rely on its lack of independent tax and legal advice to avoid his or her obligations, to seek indulgences from the Company or its representatives or assigns, or to otherwise attack, in whole or in part, the integrity of this Agreement, its obligations hereunder or the documents related thereto.

**7. MISCELLANEOUS**

**7.1 Applicable Laws.** This Agreement and the engagement of the Consultant shall be governed, interpreted, construed and enforced according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

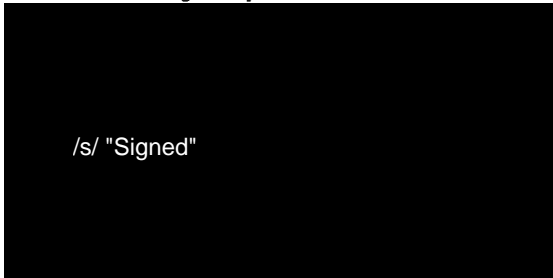
**7.2 Notices.** Any notice, acceptance or other document required or permitted hereunder shall be considered and deemed to have been duly given if delivered by hand, sent electronically by facsimile transmission or electronic mail, or mailed by postage prepaid and addressed to the party for whom it is intended at the party's address above or to such other address as the party may specify in writing to the other and shall be deemed to have been received if delivered, on the date of delivery, if sent by fax or email on the date receipt is acknowledged, and if mailed as aforesaid, then on the second business day following the date of mailing thereof, provided that if that shall be at the time of mailing or within two business days thereof a strike, slowdown or other labour dispute which might affect delivery of notice by mail, then the notice shall only be effective if actually delivered.

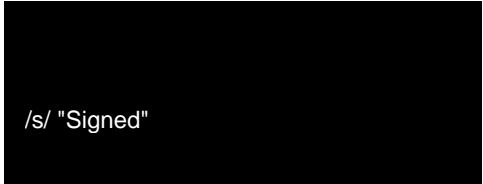
**7.3 Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto will be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on the Closing Date pursuant to this Agreement. The parties hereto further acknowledge and agree that, in entering into this Agreement, he or she has not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of June 10, 2021.

**SURENANO SCIENCE LTD.**   
/s/ "Signed"

Authorized Signatory

  
/s/ "Signed"

  
/s/ "Signed"

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