

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is dated as of the 1st day of December, 2016 (the “Effective Date”).

AMONG:

GLORIOUS CREATION LIMITED, a corporation incorporated under the federal laws of Canada, and having a registered office address located at Suite 1100, 736 Granville Street, Vancouver, British Columbia V6Z 1G3 CANADA

(“Glorious”)

AND:

GLORIOUS IT CREATION LIMITED, a corporation incorporated under the laws of Hong Kong Special Administrative Region, the People’s Republic of China, having an address at Flat N, 17/F, Phase 2, Goldfield Building, 144-150 Tai Lin Pai Road, Kwai Chung, Hong Kong

(“GIT”)

AND:

THE UNDERSIGNED SHAREHOLDERS OF GIT whose names are set out in the attached Schedule “A”

(individually, a “Shareholder” and collectively, the “Shareholders”)

WHEREAS:

- A. The Shareholders are the registered and beneficial owners of all the issued and outstanding shares of GIT, as indicated on Schedule “A” attached hereto;
- B. Glorious is a private Canadian company;
- C. Glorious wishes to acquire all of the GIT Shares (defined below) from the Shareholders in consideration for the Consideration Shares (defined below) and the Shareholders agree to exchange all of their GIT Shares for the Consideration Shares on the terms and conditions set forth below; and
- D. the Parties wish to enter into this Agreement in order to set out the terms and conditions pursuant to which Glorious will acquire all of the issued and outstanding GIT Shares from the Shareholders.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises, covenants and agreements herein set forth, the Parties hereto covenant and agree each with the other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions will have the following meanings:

- (a) **“affiliate”** has the meaning attributed to such term under section 1.3 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (b) **“Agreement”** means this share exchange agreement and all instruments supplemental to or in amendment or confirmation of this share exchange agreement;
- (c) **“Applicable Law”** means, with respect to any person, any domestic (whether federal, state, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Government Body applicable to such person or any of its affiliates, or any of their respective properties, assets, employees or agents (in connection with such employee’s or agent’s activities on behalf of such person or any of its affiliates), including all Applicable Securities Laws;
- (d) **“Applicable Securities Laws”** means (i) the securities legislation in Hong Kong Special Administrative Region, People’s Republic of China; (ii) the Securities Act and the equivalent legislation in the other provinces and territories of Canada, as amended from time to time, together with the rules, regulations and forms made or promulgated under any such statute; and (iii) the published Canadian national instruments, multilateral instruments, policies, bulletins, and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada;
- (e) **“Business Day”** means any day, other than a Saturday, Sunday, statutory holiday or any other day on which the principal chartered banks located in Vancouver, British Columbia or in Hong Kong Special Administrative Region, People’s Republic of China are not open for business during normal banking hours;
- (f) **“CBCA”** means the Canada *Business Corporations Act*;
- (g) **“Certificate”** means a Certificate of Shareholder in the form attached hereto as Schedule “B”;
- (h) **“Claims”** means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review;
- (i) **“Closing”** means the completion of the Share Exchange contemplated herein;
- (j) **“Closing Date”** has the meaning ascribed to it in section 8.1;

- (k) “**Closing Deadline**” means December 31, 2016;
- (l) “**Common Shares**” means the common shares in the capital of Glorious;
- (m) “**Consideration Shares**” means an aggregate of 12,000,000 Common Shares of Glorious to be issued from treasury to the Shareholders in accordance with section 2.2 below;
- (n) “**Defaulting Party**” has the meaning ascribed to it in section 9.4;
- (o) “**Effective Date**” has the meaning ascribed to it on the face page of this Agreement;
- (p) “**Encumbrances**” means any Lien, Claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, title defect or objection, assignment, trust or deemed trust (whether contractual, statutory or otherwise arising), option, restriction or encumbrance of any nature or kind whatsoever, other than: (i) statutory liens for taxes not yet due and payable; and (ii) such imperfections of title, easements and encumbrances, if any, that will not result in a Material Adverse Effect;
- (q) “**GIT**” means Glorious IT Creation Limited, a company incorporated under the laws of Hong Kong Special Administrative Region, the People’s Republic of China;
- (r) “**GIT Shares**” means the 2,620,001 shares in the capital of GIT as they are presently constituted, which are being acquired by Glorious pursuant to the terms of this Agreement;
- (s) “**Glorious**” means Glorious Creation Limited, a company incorporated under the federal laws of Canada;
- (t) “**Governmental Body**” means any: (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign or other governmental body; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity, and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or power of any nature, including any arbitrator;
- (u) “**IFRS**” means International Financial Reporting Standards;
- (v) “**Indemnifying Party**” has the meaning ascribed to it in section 4.3;
- (w) “**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment or performance of an obligation;
- (x) “**Loss**” means losses, claims, demands, liabilities, damages, costs, charges and expenses and includes taxes, duties and tax costs;
- (y) “**Material**” means, when used in respect to the affairs of a person, an event, occurrence or fact concerning the business, operations, capital, assets, liabilities or financial condition of the person, on a consolidated basis, that would reasonably be expected to

influence a reasonable investor in whether or not to invest in the securities of the person and “**Materially**” has a corresponding meaning;

- (z) “**Material Adverse Effect**”, when used in connection with any person, means any change, event, violation, inaccuracy, circumstance or effect that is Materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such person and any affiliates thereof, other than any change, event, circumstance or effect to the extent resulting from changes in IFRS;
- (aa) “**Material Contract**” means all contracts or other obligations or rights (and all amendments, modifications and supplements thereto to which any Party or any of its Subsidiaries is a party affecting the obligations of any Party thereunder) to which a Party or its Subsidiaries is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of a Party or its Subsidiaries taken as a whole;
- (bb) “**material fact**” has the meaning ascribed to it in the Securities Act;
- (cc) “**misrepresentation**” has the meaning ascribed to it in the Securities Act;
- (dd) “**Party**” means a party to this Agreement and “**Parties**” means all parties to this Agreement;
- (ee) “**Permits**” means in respect of a Party, all permits, licenses, variances, exemptions, orders and approvals of all Governmental Bodies necessary for the lawful conduct of the respective businesses of the Party or any of its Subsidiaries;
- (ff) “**person**” means and includes an individual, corporation, partnership, firm, sole proprietorship, joint venture, venture capital or hedge fund, society, association, trust, unincorporated organization, estate, group, body corporate (including a limited liability company and an unlimited liability company), the Crown or any agency or instrumentality thereof or any other juridical entity, or any trustee, executor, administrator or other legal representative, Governmental Body, syndicate or other entity, whether or not having legal status;
- (gg) “**Regulatory Authorities**” means any applicable securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof;
- (hh) “**Securities Act**” means the *Securities Act* (British Columbia);
- (ii) “**Share Exchange**” means the exchange of the GIT Shares from the Shareholders to Glorious for Consideration Shares;
- (jj) “**Shareholders**” means those persons that are the registered holders of GIT Shares of record immediately prior to Closing, the names of which persons are listed in Schedule “A” attached hereto, and “**Shareholder**” means any one of them;
- (kk) “**Subsidiary**” means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes will or might be

entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary; and

- (ll) “**taxes**” means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body in the nature of a tax, including any interest, additions to tax and penalties applicable thereto.

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section, subsection or Schedule is to the designated article, section or subsection of, or Schedule to, this Agreement;
- (b) the words “*herein*”, “*hereof*” and “*hereunder*”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, subsection, or Schedule, unless indicated;
- (c) the singular of any term includes the plural and *vice versa*, and the use of any term is equally applicable to any gender and, where applicable, to a body corporate;
- (d) the word “*or*” is not exclusive and the word “*including*” is not limiting (whether or not non-limiting language such as “*without limitation*”, “*but not limited to*” or other words of similar import are used);
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with IFRS, applied on a consistent basis with prior periods;
- (f) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (g) where the phrase “*to the best knowledge of*” or phrases of similar import are used in this Agreement regarding statements of fact made by a person, it is intended to indicate that no information has come to the person’s attention which would give them actual knowledge of the existence or absence, as the case may be, of such facts, and except as expressly set out in this Agreement, the person has not undertaken any specific search to determine the existence or absence, as the case may be, of such facts;
- (h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (i) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (j) unless otherwise specifically noted, all references to currency in this Agreement are to Canadian dollars. If it is necessary to convert money from another currency to Canadian

dollars, such money will be converted using the Bank of Canada exchange rates in effect at the date of payment.

1.3 The following are the Schedules to this Agreement:

<u>Schedule</u>	<u>Description</u>
A	List of Shareholders
B	Certificate of Shareholder
C	Specific Issues Disclosed to Glorious Pursuant to Sections 3.1(k) and (q)

2. PURCHASE AND SALE OF SHARES

2.1 Glorious hereby agrees to acquire from each of the Shareholders, subject to the terms and conditions in this Agreement, and each of the Shareholders agrees to sell and transfer to Glorious, on the Closing Date, all right, title and interest of such Shareholder in and to their GIT Shares, free and clear of all Encumbrances, in consideration for the issuance by Glorious of the Consideration Shares to the Shareholders.

2.2 Subject to section 2.3 below, on the Closing Date, Glorious will issue an aggregate of 12,000,000 Consideration Shares to the Shareholders, *pro rata* their interest in the GIT Shares as more particularly set out in Schedule "A" attached hereto, at a deemed price of \$0.04 per Consideration Share (for an aggregate deemed price of \$480,000).

2.3 No fractional Consideration Shares will be issued to holders of GIT Shares; in lieu of any fractional entitlement, the number of Consideration Shares issued to each former holder of GIT Shares will, without any additional compensation, be rounded down to the next lesser whole number of Consideration Shares. In calculating such fractional interests, all GIT Shares registered in the name of or beneficially held by a holder or its nominee will be aggregated.

2.4 At the Closing, the Shareholders will surrender the certificate or certificates representing the GIT Shares held by each of them to Glorious duly endorsed for transfer to Glorious, and each of the Shareholders in return will be entitled to receive a certificate representing such person's number of Consideration Shares in the amounts set opposite their name in Schedule "A" attached hereto. Until such surrender and exchange, the share certificate or certificates representing the GIT Shares held by the Shareholders will be evidence of their respective right to be registered as holders of the Consideration Shares.

2.5 To evidence their intent to be bound by the terms of this Agreement, each Shareholder agrees to deliver to Glorious a fully completed and executed Certificate (in the form attached hereto as Schedule "B"), and further agrees that the representations and warranties set out in the Certificate executed by such Shareholder will be true and complete as at the date of execution of this Agreement and on the Closing Date.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF GIT

3.1 To induce Glorious to enter into this Agreement and complete the Share Exchange, GIT hereby represents and warrants to Glorious as follows and acknowledges that Glorious is relying on such representations and warranties in connection with entering into this Agreement:

- (a) GIT is a corporation duly incorporated and validly existing in good standing under the laws of the Hong Kong Special Administrative Region, the People's Republic of China, and has all the requisite corporate capacity and authority to carry on its business and to own, lease and operate its business;
- (b) GIT has the full capacity and authority to enter into this Agreement and to perform its obligation under this Agreement and to carry out the intent and purposes thereof and all necessary or required corporate measures, proceedings and actions of the directors and shareholders of GIT have been taken to authorize and enable GIT to enter into and deliver this Agreement;
- (c) this Agreement has been duly executed and delivered on behalf of GIT and constitutes legal, valid and binding obligations of GIT and is enforceable against GIT in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;
- (d) the performance of this Agreement and the completion of the transactions contemplated by this Agreement will not conflict with GIT's constating documents or, to the best knowledge of the directors of GIT, of any agreement to which GIT is a party, and will not violate any Applicable Securities Laws or give any person any right to terminate or cancel any agreement or any right, license or other benefit enjoyed by GIT, and will not result in the creation or imposition of any Encumbrances in favour of a third party or against the assets of GIT;
- (e) no approval of, registration, declaration or filing by GIT with any federal, provincial, municipal or local court or Governmental Body is necessary to authorize the execution and delivery of this Agreement or any and all of the documents and instruments to be delivered under this Agreement by GIT or the consummation by GIT of the transactions contemplated herein, other than compliance with Applicable Laws;
- (f) the registered capital of GIT is HK\$2,620,001 divided by 2,620,001 shares, all of which are fully paid and non-assessable as at the date hereof, and GIT is 100% owned by the Shareholders and other than the 2,620,001 GIT Shares, there are no other securities of GIT issued or outstanding as at the date hereof;
- (g) to the best knowledge of the directors of GIT, no person has any written or oral agreement or option or right capable of becoming an agreement:
 - (i) to require GIT to issue any securities or to convert or exchange any securities into or for shares of GIT;
 - (ii) for the purchase, subscription, allotment, or issuance of any of the unissued shares or other securities of GIT; or

- (iii) to require GIT to purchase, redeem or otherwise acquire any of GIT's issued and outstanding shares or other securities;
- (h) GIT has good and marketable title to its assets free and clear of any actual, pending or, to the best knowledge or belief of the directors of GIT, threatened Encumbrances;
- (i) GIT has not granted or entered into any agreement, option, understanding or commitment or any Encumbrance of or disposal of its assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to its assets and will not do so prior to the Closing Date, save and except in any case which would not have a Material Adverse Effect;
- (j) no order ceasing or suspending trading in securities of GIT or prohibiting the sale of securities by GIT or the Shareholders is currently in effect and to the best knowledge, information and belief of the directors of GIT, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;
- (k) other than as set out in Schedule "C" attached hereto, GIT has conducted and is conducting its business in all material respects in full compliance with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds all necessary Permits, whether governmental, regulatory or otherwise, to enable its business to be carried on as it is currently conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such Permits contains any burdensome term, provision, condition or limitation, save and except in any case which would not have a Materially Adverse Effect;
- (l) other than liabilities previously disclosed to Glorious in writing, there are no known Material liabilities (whether accrued, absolute, contingent or otherwise) of GIT of any kind whatsoever, and, to the best knowledge of the directors of GIT, there is no basis for assertion against GIT of any liabilities of any kind;
- (m) there is no indebtedness of GIT that has not been previously disclosed to Glorious in writing and GIT has not guaranteed or agreed to guarantee any indebtedness of any person;
- (n) GIT is not in arrears or in default in respect of the filing of any required federal, provincial or municipal tax or other tax return and: (i) all taxes, filing fees and other assessments due and payable or collectible from GIT will have been paid or collected prior to the Closing Date; (ii) no claim for additional taxes, filing fees or other amounts and assessments due and payable or collectible from GIT have been made or threatened which have not been collected; and (iii) to the best of the knowledge of GIT, no such return contains any misstatement or conceals any statement that should have been included therein;
- (o) other than as previously disclosed to Glorious in writing, GIT is not:
 - (i) a party to any Material Contract;
 - (ii) a party to, and does not operate any bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical insurance or similar

plan practice, formal and informal, in effect with respect to any employees of GIT;

- (iii) bound by any agreement whether written or oral with any employee of GIT providing for a specified period of notice of termination nor providing for any fixed term of employment and has now and as of the Closing Date will have no employees who cannot be dismissed upon such notice as Applicable Laws may permit;
 - (iv) bound by any outstanding contract or commitment which requires prior approval of any change of control of GIT; and
 - (v) bound by any outstanding contract or commitment except those entered into in the ordinary course of business nor is GIT in default under any material contract by which it is bound or under which it is entitled to the benefits of and advantages thereof, save and except in any case which would not have a Material Adverse Effect;
- (p) GIT is not in material default under any written contract, engagement agreement, commitment or other instrument to which it is a party and there exists no state of facts which after notice or lapse of time or both would constitute such a default and all such contracts engagement, agreements, commitments or other instruments are now in good standing and in full force and effect and GIT is entitled to all rights and benefits thereunder;
- (q) other than as set out in Schedule "C" attached hereto, the corporate records and minute books of GIT contain substantially complete and accurate minutes of all meetings of the directors and shareholders of GIT held since its incorporation and signed copies of all resolutions and by-laws duly passed or confirmed by the directors or shareholders of GIT other than at a meeting, all such meetings having been duly called and held; the share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of GIT are complete and accurate; and all eligible security transfer tax or similar tax payable in connection with the transfer of any securities of GIT has been paid;
- (r) there is no basis for and there are no claims or other proceedings outstanding or pending or, to the best knowledge of the directors of GIT, threatened against or affecting GIT at law or in equity or before or by any Governmental Body;
- (s) GIT is not in violation of any federal, provincial, municipal or other law, regulation or order of any Governmental Body, domestic or foreign;
- (t) GIT has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing;
- (u) GIT does not have any information or knowledge of any material facts relating to the business of GIT that if known to Glorious, might reasonably be expected to deter Glorious from completing the Share Exchange contemplated herein;

- (v) there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of GIT;
- (w) no event of insolvency has occurred in relation to GIT, nor is there any act which has occurred or, to the best of its knowledge, is anticipated to occur which is likely to result in an event of insolvency in relation to GIT;
- (x) GIT is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (y) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading to Glorious in seeking full information as to GIT and its properties, assets, business and affairs; and
- (z) the foregoing representations and warranties are made by GIT with the knowledge and expectation that Glorious is placing complete reliance thereon. Such reliance will not be affected by any investigation or examination conducted by Glorious or its representatives before or after the date of this Agreement.

3.2 GIT must promptly notify Glorious if at any time after the date of this Agreement GIT becomes aware that:

- (a) a representation or warranty provided by GIT in section 3.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by GIT in section 3.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide Glorious with details of that fact.

3.3 GIT hereby covenants and agrees with Glorious as follows:

- (a) Glorious and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the properties, assets and business of GIT and of its financial and legal conditions as Glorious reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of GIT. If reasonably requested, GIT will provide copies of the corporate records of GIT, including the minute books, share ledgers and the records maintained in connection with the businesses of GIT. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of Glorious;
- (b) GIT will use its commercially reasonable best efforts to obtain from GIT's directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the transactions contemplated in this Agreement;

- (c) GIT will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) GIT agrees to provide prompt and full disclosure to Glorious of any material information, change or event in the business, operations, financial condition or other affairs of GIT prior to Closing;
- (e) GIT will not issue any GIT Shares or any other securities of GIT except with the prior written consent of Glorious;
- (f) GIT will not do any act or take any steps that would be in violation or contrary to corporate laws in Hong Kong or any other Applicable Laws in any material respect;
- (g) GIT will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Share Exchange in accordance with the terms and conditions of this Agreement and Applicable Laws; and
- (h) from and after the date of execution of this Agreement by GIT until the termination of this Agreement, GIT will not, without the prior written consent of Glorious or except as otherwise permitted by this Agreement: (i) offer for sale or lease all or any portion of its property, assets or business or the GIT Shares; (ii) solicit offers to buy all or any portion of its property, assets or business or the GIT Shares; or (iii) enter into any agreement with any party (other than Glorious) with respect to the sale, assignment, or other disposition of any of its property, assets or business or the GIT Shares and GIT will promptly communicate to Glorious the substance of any inquiry or proposal concerning any such transaction.

4. REPRESENTATIONS, WARRANTIES & COVENANTS OF THE SHAREHOLDERS

4.1 To induce Glorious to enter into this Agreement and complete the Share Exchange, each of the Shareholders, with the knowledge and intent that Glorious is relying on such representations and warranties in entering into this Agreement, individually and with respect to their GIT Shares only, as applicable, and not jointly or severally with the others, provides the representations and warranties set out in the Certificate duly executed by such Shareholder.

4.1 The Shareholders hereby covenant and agree with Glorious as follows:

- (a) each of the Shareholders will, at Closing, surrender to Glorious the certificate or certificates representing the GIT Shares owned by each of them duly endorsed for transfer to Glorious and in return will be entitled to receive a certificate representing the Consideration Shares on the basis set out in Schedule "A" attached hereto. Until such surrender and exchange, the share certificate or certificates representing the GIT Shares held by the Shareholders will be evidence of each Shareholder's right to be registered as a holder of the Consideration Shares; and
- (b) each of the Shareholders consents to, and will assist Glorious with, the filing by Glorious from time to time of any reports or other documents required by any of the Regulatory

Authorities with respect to such Shareholder's acquisition of the Consideration Shares pursuant to this Agreement.

- 4.2 (a) Each Shareholder (in this section 4.3, an "**Indemnifying Party**"), on its own behalf and not on behalf of any of the others, agrees to indemnify Glorious against, and must pay Glorious an amount equal to, any Loss which may be suffered, sustained or incurred by Glorious, directly as a result of any of the representations and warranties in such Indemnifying Party's respective Certificate proving to be false, misleading or incorrect in a Material respect, subject to:
- (i) the claim for Loss being notified to the Indemnifying Party within the applicable limitation period set out in Article 6;
 - (ii) the total of all amounts finally agreed or adjudicated to be payable in respect of all claims for Losses from such Indemnifying Party exceeding \$10,000; and
 - (iii) the maximum liability of an Indemnifying Party for the aggregate of all claims for Losses made under this section 4.3 not exceeding the value of the Consideration Shares issued to such Indemnifying Party as at the Closing Date.

For the avoidance of doubt, in respect of any breach of a representation or warranty in a Certificate, Loss includes an amount that would be necessary to put Glorious in the same position as if the representations and warranties in the Certificate had been true.

- (b) Where an Indemnifying Party is liable as a result of a claim for Loss, such Indemnifying Party may satisfy its liability at its option by:
- (i) paying the liability amount in cleared funds to Glorious; or
 - (ii) by cancelling or relinquishing the Consideration Shares held by it for a value equal to the liability amount in accordance with subsection 4.3(d).
- (c) If an Indemnifying Party elects to cancel Consideration Shares in accordance with subsection 4.3(b)(ii), then such cancellation will be in full and final satisfaction of all liability that Indemnifying Party has in relation to a claim for Loss.
- (d) For the purposes of subsection 4.3(b)(ii):
- (i) the number of Consideration Shares that must be cancelled or relinquished will be determined by the following formula:

$$A = \frac{B}{C}$$

where:

"A" = the number of Consideration Shares that the Indemnifying Party must cancel or relinquish

"B" = the total liability of the Indemnifying Party in respect of the relevant claim for Loss (as agreed or adjudicated by a court of competent jurisdiction); and

“C” = the value of the Consideration Shares as agreed between Glorious and the Indemnifying Party. If Glorious and the Indemnifying Party fail to agree, the value of the Consideration Shares will be determined by the auditor of Glorious at that time.

- (ii) The cancellation or relinquishment of Consideration Shares will be by way of cancellation or relinquishment of the Consideration Shares by Glorious and the Indemnifying Party by this subsection grants Glorious a power or attorney to do all things necessary including to execute any document to give effect to the cancellation or relinquishment of the Consideration Shares on such Indemnifying Party’s behalf.
- (iii) If the Indemnifying Party elects to have the claim for Loss settled by cancelling or relinquishing the Consideration Shares in accordance with subsection 4.3(b)(ii), then such Indemnifying Party will be excused from all liability from the time the Consideration Shares are cancelled or relinquished.

5. REPRESENTATIONS, WARRANTIES & COVENANTS OF GLORIOUS

5.1 To induce the Shareholders to enter into this Agreement and complete the Share Exchange, Glorious hereby represents and warrants to GIT and the Shareholders as follows and acknowledges that GIT and the Shareholders are relying on such representations and warranties in connection with entering into this Agreement:

- (a) Glorious is a corporation duly incorporated and validly existing under the federal laws of Canada;
- (b) Glorious has the full capacity and authority to enter into this Agreement and to carry out the intent and purposes thereof and all necessary or required corporate measures, proceedings and actions of the directors and shareholders of Glorious have been taken to authorize and enable Glorious to enter into and deliver this Agreement and complete the Share Exchange;
- (c) this Agreement has been duly executed and delivered on behalf of Glorious and constitutes legal, valid and binding obligations of Glorious and is enforceable against Glorious in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;
- (d) the performance of this Agreement and the completion of the transactions contemplated by this Agreement will not conflict with Glorious’ constating documents or, to the best of Glorious’ knowledge, of any agreement to which Glorious is a party, and will not violate any Applicable Securities Laws or give any person any right to terminate or cancel any agreement or any right, license or other benefit enjoyed by Glorious, and will not result in the creation or imposition of any Encumbrances in favour of a third party or against the assets of Glorious;
- (e) the authorized capital of Glorious is an unlimited number of Common Shares of which there are currently 10,000,001 Common Shares issued and outstanding;

- (f) all of the presently issued and outstanding Common Shares have been validly allotted and issued and are outstanding as fully-paid and non-assessable shares;
- (g) the Consideration Shares to be issued on exchange of the GIT Shares will all be duly authorized and validly allotted, issued and credited as fully paid and non-assessable and will rank *pari passu* in all respects with all other Common Shares on issue and will only be subject to such trading and resale restrictions which may be imposed by Applicable Securities Laws and/or Glorious' Articles;
- (h) no person has any written or oral agreement or option or right capable of becoming an agreement:
 - (i) to require Glorious to issue any securities or to convert or exchange any securities into or for shares of Glorious;
 - (ii) for the purchase, subscription, allotment, or issuance of any of the unissued shares or other securities of Glorious; or
 - (iii) to require Glorious to purchase, redeem or otherwise acquire any of Glorious' issued and outstanding shares or other securities;
- (i) Glorious has conducted and is conducting its business in all material respects in full compliance with all Applicable Laws;
- (j) Glorious has not made, declared, or authorized any dividends or other distribution on any of its shares;
- (k) the corporate records and minute books of Glorious contain substantially complete and accurate minutes of all meetings of the directors and shareholders of Glorious held since its incorporation and signed copies of all resolutions duly passed or confirmed by the directors or shareholders of Glorious other than at a meeting, all such meetings having been duly called and held;
- (l) there is no basis for and there are no claims or other proceedings outstanding or pending or, to the best of Glorious' knowledge, threatened against or affecting Glorious at law or in equity or before or by any Governmental Body;
- (m) Glorious is not in arrears or in default in respect of the filing of any required federal, provincial or municipal tax or other tax return and: (i) all taxes, filing fees and other assessments due and payable or collectible from Glorious will have been paid or collected prior to the Closing Date; (ii) no claim for additional taxes, filing fees or other amounts and assessments due and payable or collectible from Glorious have been made or threatened which have not been collected; and (iii) to the best of the knowledge of Glorious, no such return contains any misstatement or conceals any statement that should have been included therein;
- (n) Glorious is not in material default under any written contract, engagement agreement, commitment or other instrument to which it is a party and there exists no state of facts which after notice or lapse of time or both would constitute such a default and all such contracts engagement, agreements, commitments or other instruments are now in good

standing and in full force and effect and Glorious is entitled to all rights and benefits thereunder;

- (o) no order ceasing or suspending trading in securities of Glorious or prohibiting the sale or issuance of securities by Glorious is currently in effect and to the best of Glorious' knowledge, information and belief, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;
- (p) no approval of, registration, declaration or filing by Glorious with any federal, provincial, municipal or local court or Governmental Body is necessary to authorize the execution and delivery of this Agreement or any and all of the documents and instruments to be delivered under this Agreement, by Glorious or the consummation by Glorious of the transactions contemplated herein, other than compliance with Applicable Securities Laws;
- (q) Glorious does not have any information or knowledge of any material facts relating to the business of Glorious that, if known to GIT or the Shareholders, might reasonably be expected to deter GIT or the Shareholders from completing the Share Exchange contemplated herein;
- (r) no event of insolvency has occurred in relation to Glorious, nor is there any act which has occurred or to the best of its knowledge, is anticipated to occur which is likely to result in an event of insolvency in relation to Glorious;
- (s) Glorious is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (t) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading to GIT and the Shareholders in seeking full information as to Glorious and its properties, business and affairs; and
- (u) the foregoing representations and warranties are made by Glorious with the knowledge and expectation that GIT and the Shareholders are placing complete reliance thereon. Such reliance will not be affected by any investigation or examination conducted by GIT or the Shareholders or their representatives before or after the date of this Agreement.

5.2 Glorious hereby covenants and agrees with GIT as follows:

- (a) GIT and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the property, assets and business of Glorious and of its financial and legal conditions as GIT reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of Glorious. If reasonably requested, Glorious will provide copies of Glorious' corporate records, including its minute books, share ledgers and the records maintained in connection with its business. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of GIT;

- (b) Glorious will use its commercially reasonable best efforts to obtain from its directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the Share Exchange contemplated in this Agreement;
- (c) Glorious will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) Glorious agrees to conduct its business in the ordinary course prior to Closing and to provide prompt and full disclosure to GIT of any material information, change or event in the business, operations, financial condition or other affairs of Glorious prior to Closing; and
- (e) Glorious will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Share Exchange in accordance with the terms and conditions of this Agreement and Applicable Laws.

5.3 Glorious indemnifies and agrees to indemnify each of the Shareholders against, and must pay each of the Shareholders an amount equal to, any Loss which may be suffered, sustained or incurred by such Shareholder directly as a result of any of the representations and warranties in section 5.1 above proving to be false, misleading or incorrect in a Material respect, subject to:

- (a) the claim for Loss being notified to Glorious within the applicable limitation period set out in Article 6;
- (b) the total of all amounts finally agreed or adjudicated to be payable in respect of all claims for Losses exceeding \$50,000; and
- (c) the maximum liability for the aggregate of all claims for Losses made under this section 5.3 not exceeding the value of the Consideration Shares as at the Closing Date.

For the avoidance of doubt, in respect of any breach of a representation or warranty in section 5.1, Loss includes an amount that would be necessary to put each Shareholder in the same position as if the representations and warranties in section 5.1 had been true.

5.4 Glorious must promptly notify each of the Shareholders if at any time after the date of this Agreement Glorious becomes aware that:

- (a) a representation or warranty provided by Glorious in section 5.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by Glorious in section 5.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide each of the Shareholders with details of that fact.

6. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 The representations and warranties made by the Parties and contained in this Agreement will continue in full force and effect for the benefit of the respective Party or Parties, as applicable, subject to the following:

- (a) except as provided in sections 6.1(b) and 6.1(c) below, the Parties may make or bring any claim for a period of 12 months from the Closing Date;
- (b) any claim which is based upon or relates to the tax liability of GIT or Glorious for a particular taxation year may be made or brought at any time prior to the expiration of the period (if any) during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties in respect of such taxation year under applicable tax legislation could be issued, assuming that a waiver or similar document extending such period has not been filed; and
- (c) any claim which is based upon or relates to the title to the Common Shares or GIT Shares in connection with this Agreement or which is based upon an intentional misrepresentation or fraud by Glorious, GIT or the Shareholders may be brought at any time.

After the expiration of the period of time referred to in section 6.1(a), Glorious, GIT and the Shareholders will be released from any and all obligations and liabilities in respect of the representations and warranties made by each of them and contained in this Agreement or in any document or certificate given in order to carry out the transactions contemplated hereby, except with respect to any claims made by any of the Parties in writing prior to the expiration of such period and subject to the rights of each of the Parties to make any claim permitted by sections 6.1(b) and 6.2(c).

7. CLOSING CONDITIONS

7.1 The obligations of Glorious to carry out the terms of this Agreement and to complete the Share Exchange is subject to the fulfilment, on or before the Closing Date, of each of the following conditions, each of which is for the exclusive benefit of Glorious:

- (a) satisfactory completion of due diligence by Glorious on GIT's business, assets, operations, financial position, financial performance and any further matters relevant to Glorious, in each case to the satisfaction of Glorious;
- (b) the several warranties and representations of each of the Shareholders as set forth in their respective Certificates will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by each of the Shareholders to the extent of their own interest in the GIT Shares on the Closing Date;
- (c) all covenants set forth in the Certificates of the Shareholders and section 4.2 of this Agreement have either been complied with or will be complied with by the Closing Date, and if they have been complied with, they will continue to be complied with up until the Closing Date;

- (d) the warranties and representations of GIT as set forth in section 3.1 of this Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by GIT on the Closing Date;
- (e) all covenants set forth in section 3.3 of this Agreement have either been complied with or will be complied with by the Closing Date, and if they have been complied with, they will continue to be complied with up until the Closing Date; and
- (f) receipt by Glorious of the approval of the board of directors of GIT to the transfer of the GIT Shares to Glorious; and
- (g) each of GIT and Glorious obtaining all necessary director and shareholder approvals, if required pursuant to corporate law or their constating documents or any other law, to allow the Parties to lawfully complete the Share Exchange as set out in this Agreement.

7.2 The conditions set forth in section 7.1 above are for the exclusive benefit of Glorious and, subject to section 7.5, unless satisfied or waived by Glorious in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 7.1 above.

7.3 The obligations of the Shareholders to complete the Share Exchange with Glorious as contemplated herein is subject to the prior completion of the following conditions:

- (a) satisfactory completion of due diligence by GIT on Glorious' business, assets, operations, financial position, financial performance and any further matters relevant to GIT, in each case to the satisfaction of GIT;
- (b) the warranties and representations of Glorious as set forth in section 5.1 of this Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by Glorious on the Closing Date;
- (c) all covenants set forth in section 5.2 of this Agreement have either been complied with or will be complied with by the Closing Date, and if they have been complied with, they will continue to be complied with up until the Closing Date; and
- (d) each of GIT and Glorious obtaining all necessary director and shareholder approvals, if required pursuant to corporate law or their constating documents or any other law, to allow the Parties to lawfully complete the Share Exchange as set out in this Agreement.

7.4 The conditions set forth in section 7.3 above are for the exclusive benefit of each of the Shareholders and, subject to section 7.5, unless satisfied or waived by GIT on behalf of all Shareholders in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 7.3 above.

7.5 The Parties acknowledge that the conditions precedent contained in subsections 7.1(g) and 7.3(d) cannot be waived.

8. CLOSING DATE

8.1 The Closing of the Share Exchange will occur on the day mutually agreed to by Glorious and GIT within five (5) Business Days following the date of removal of the last of the conditions precedent set out in sections 7.1 and 7.3 above (the “Closing Date”), and in any event the Closing Date will be no later than the Closing Deadline, at which time the Share Exchange will be completed.

8.2 The Closing will occur on the Closing Date by exchange of documents between the legal counsels for the Parties.

9. DELIVERIES ON CLOSING

9.1 On Closing, the Shareholders will deliver or cause to be delivered to Glorious the following documents:

- (a) the share certificate or certificates representing the GIT Shares duly executed for transfer by each Shareholder with respect to the GIT Shares owned by such Shareholder, as may be required in order to transfer the GIT Shares to Glorious; and
- (b) a certified true copy of duly executed resolutions of the board of directors of GIT approving this Agreement and the transfer of the GIT Shares to Glorious.

9.2 On Closing, Glorious will deliver:

- (a) to each Shareholder, a certificate representing the Consideration Shares to which such Shareholder is entitled, issued in the name of such Shareholder in such amount as is set out opposite their name in Schedule “A” attached hereto; and
- (b) to GIT, on its own behalf and on behalf of all Shareholders, a certified true copy of duly executed resolutions of the board of directors of Glorious approving this Agreement and the Share Exchange.

9.3 The Parties’ obligations at Closing are interdependent and must take place simultaneously, as nearly as possible, unless otherwise agreed by Glorious and GIT, except that Glorious may, in its sole discretion, waive any or all of the actions that a Shareholder is required to perform under this Article 9.

9.4 If any Shareholder (the “Defaulting Party”) fails to satisfy its obligations under this Article 9 in any Material respect on the day and at the place and time for Closing then Glorious may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If the Defaulting Party fails to satisfy those obligations within those 10 Business Days Glorious may, without limitation to any other rights it may have, terminate this Agreement by giving written notice to the other Parties.

9.5 If Glorious fails to satisfy its obligations under this Article 9 in any Material respect on the day and at the place and time for Closing then GIT may give Glorious a notice requiring Glorious to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If Glorious fails to satisfy those obligations within those 10 Business Days GIT may, without limitation to any other rights it may have, terminate this Agreement by giving written notice to Glorious.

10. PERSONAL INFORMATION

10.1 Each individual Shareholder acknowledges that this Agreement (including the Schedules hereto) requires the Shareholder to provide to Glorious certain personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time). Such information is being collected by Glorious for the purposes of completing the Share Exchange, which includes, without limitation, determining the Shareholder's eligibility to acquire the Consideration Shares under Applicable Securities Laws, preparing and registering certificates representing the Consideration Shares to be issued hereunder and completing filings required by applicable Regulatory Authorities or stock exchanges (if and as required). The Shareholder acknowledges and consents, as to information relating to such Shareholder only, to Glorious retaining their personal information for so long as permitted or required by Applicable Law or business practices. The Shareholder acknowledges and consents, as to information relating to such Shareholder only, to the fact that the Shareholder's personal information may be disclosed by Glorious to: (a) applicable Regulatory Authorities or stock exchanges (if and as required); (b) Glorious' registrar and transfer agent; (c) any government agency, board or other entity; and (d) any of the other parties involved in the Share Exchange, including Glorious and its legal counsel, and such information may be included in record books in connection with the Share Exchange. By executing this Agreement, the Shareholder is deemed to be consenting, as to information relating to such Shareholder only, to the foregoing collection, use and disclosure of the Shareholder's personal information. The Shareholder also consents, as to information relating to such Shareholder only, to the filing of copies of originals of any of the documents described in this Agreement as may be required to be filed with applicable Regulatory Authorities or stock exchanges (if and as required) in connection with the transactions contemplated herein and consents to the disclosure of such information to the public through the filing of a report of trade with applicable Regulatory Authorities.

The Shareholder further acknowledges that, if applicable, it has been notified by Glorious of and authorizes and consents to the fact that:

- (a) Glorious may deliver certain personal information, including information relating to the Shareholder's name, address, telephone number and registration instructions, the number of Consideration Shares acquired by such Shareholder, the number of securities of Glorious held by such Shareholder and, if applicable, the status of such Shareholder as an insider of Glorious, to the Regulatory Authorities, including the Ontario Securities Commission;
- (b) the information is being collected indirectly by the Regulatory Authorities under authority granted to them in securities legislation;
- (c) the information is being collected for the purposes of the administration and enforcement of such securities legislation; and
- (d) the Shareholder can contact the Administrative Assistant to the Director of Corporate Finance at the Ontario Securities Commission at Suite 1903, Box 5520 Queen Street West, Toronto, Ontario, (416) 593-3682 for information regarding the collection and use of this personal information by the Ontario Securities Commission.

11. GENERAL

11.1 Time is and will be of the essence of each and every provision of this Agreement.

11.2 It is hereby acknowledged by each of the Parties that K MacInnes Law Group acts solely for Glorious. GIT and each of the Shareholders hereby acknowledge that such person has read, understands and agrees with all of the provisions of this Agreement, and that they have had the opportunity to obtain independent legal advice with respect thereto.

11.3 This Agreement, including any Schedules attached hereto, and any documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties in respect of this matter.

11.4 This Agreement does not become effective and binding until it has been executed and delivered by all Parties.

11.5 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.

11.6 This Agreement will enure to the benefit of and will be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

11.7 Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, in whole or in part, by operation of law or otherwise by any of the Parties hereto without the prior written consent of Glorious and GIT. Any purported assignment without such consent will be void.

11.8 This Agreement may be amended or supplemented only by a written agreement signed by each Party.

11.9 Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver will be effective unless granted in writing and signed by an authorized representative of the waiving Party.

11.10 In the even that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision will be severed to the extent that it is so declared and the other provisions of this Agreement will continue in full force and effect.

11.11 The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

11.12 Each of the Parties will pay its own fees and expenses (including the fees of any lawyers, financial advisors, accountants, appraisers or others engaged by such Party) in connection with this

Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

11.13 This Agreement, the legal relations between the Parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia and each Party hereto irrevocably submits to the exclusive jurisdiction of those courts.

11.14 Any notice given pursuant hereto will be in writing and will be delivered or emailed or mailed by pre-paid registered post to the other Parties at their addresses set forth below and if so delivered or sent by email will be deemed to be effective immediately and if so mailed will be deemed to have been given on the seventh postal delivery day following the date of mailing.

(a) in the case of notice to Glorious:

c/o 1100 – 736 Granville Street
 Vancouver, BC V6Z 1G3
 Attention: Chief Executive Officer
 Email: ykkong64@gmail.com

(b) in the case of GIT:

Flat N, 17/F, Phase 2, Goldfield Building
 144-150 Tai Lin Pai Road
 Kwai Chung, Hong Kong
 Attention: President
 Email: [_____]

(c) in the case of a Shareholder, to the address set out in their respective Certificate.

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice will be sent to such Party at its changed address..

11.15 This Agreement is drawn up in the English language. This Agreement may be translated into any language other than English provided, however, that the English text will in any event prevail.

11.16 This Agreement and any certificates or other writing delivered in connection herewith, may be executed in any number of counterparts with the same effect as if all Parties had all signed the same documents, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this Agreement and any other writing by any Party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the Parties hereto or thereto. This Agreement may also be executed and delivered by any Party by electronic means and the other Parties may rely on such electronic execution as though it were an original hand-written signature.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

GLORIOUS CREATION LIMITED

Per: 
_____ *Authorized Signatory*

GLORIOUS IT CREATION LIMITED

Per: 
_____ *Authorized Signatory*

AND EACH OF THE SHAREHOLDERS, WHOSE AGREEMENT WILL BE EVIDENCED BY EXECUTION OF A CERTIFICATE.

SCHEDULE "A"
**to the Share Exchange Agreement between Glorious, GIT and
the Shareholders dated December 1, 2016**

**LIST OF SHAREHOLDERS, GIT SHARES OWNED BY THE SHAREHOLDERS AND
CONSIDERATION SHARES TO BE ISSUED**

Name and Address of Shareholder	Number of GIT Shares Owned	Consideration Shares to be issued pursuant to s2.2 of the Agreement
Kong Yuk Kan 9C, 1/F, Tai Hong, Wai, Kam Tin Yuen Long, N.T., H.K	920,001	4,213,744
Suen Kin Chung Flat K, 5/F, Block 1, Tsui Lai Garden Sheung Shui, N.T.	550,000	2,519,083
Cheung Chi Ming Flat G, 10/F, Kimberley 26 Tsim Sha Tsui, Kowloon, H.K.	294,000	1,346,564
Luk Yan Flat L, 19/F, Phase 2, Goldfield Building 144 – 150 Tai Lin Pai Road Kwai Chung, H.K.	260,000	1,190,839
Chung Wing Cheong Flat E, 38/F, Block Vision City 1 Yeung Uk Road, Tsuen Wan N.T., H.K	240,000	1,099,236
Chu Chung Ming Flat B, 25/F, Tower 9, Island Harbourview 11 Hoi Fai Road, Tai Kok Tsui Kowloon, H.K.	178,000	815,267
Wong Hin Chung Jimmy Unit 517, Pik Fung House, Fung Tak Estate Diamond Hill, Kowloon, H.K.	178,000	815,267
TOTAL:	2,620,001	12,000,000

SCHEDULE "B"
**to the Share Exchange Agreement between Glorious, GIT and
the Shareholders dated December 1, 2016**

GLORIOUS IT CREATION LIMITED
CERTIFICATE OF SHAREHOLDER

Capitalized terms used but not otherwise defined in this certificate (this "**Certificate**") will have the meanings given to such terms in that certain Share Exchange Agreement (the "**Agreement**") among Glorious Creation Limited ("**Glorious**"), Glorious IT Creation Limited ("**GIT**") and the Shareholders of GIT, including the undersigned (the "**Undersigned**").

In connection with the issuance of the Consideration Shares to the Undersigned, the Undersigned hereby represents, warrants, acknowledges and agrees, as an integral part of the Agreement, that, as at the Execution Date and as at the Closing Date:

1. this Certificate forms part of the Agreement (a copy of which has been provided to the Undersigned) and by executing this Certificate, the Undersigned agrees to be bound by all terms, conditions and obligations of or relating to the Undersigned contained in the Agreement, and all of such terms, conditions and obligations, and any representations, warranties and covenants of the Undersigned contained in the Agreement, are expressly incorporated by reference herein;
2. the Undersigned is the registered and beneficial owner of the number of GIT Shares set out below, which are fully paid and free and clear of all Encumbrances, and the Undersigned has no interest, legal or beneficial, direct or indirect, in any other securities of, or the assets or business of, GIT;
3. except as previously disclosed to Glorious, no person has or will have any agreement or option or any right capable at any time of becoming an agreement to purchase or otherwise acquire the GIT Shares held by the Undersigned, or to require the Undersigned to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the GIT Shares held by the Undersigned, other than under the Agreement;
4. there are no agreements, escrow, pooling or other arrangements that could restrict the transfer of any of the issued and outstanding GIT Shares held by the Undersigned and no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of any of the GIT Shares held by the Undersigned to which the Undersigned is a party or of which the Undersigned is aware;
5. the Undersigned has the legal capacity and competence to enter into the Agreement and execute this Certificate and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Undersigned, and to transfer the beneficial title and ownership of its respective GIT Shares to Glorious;
6. the entry into and performance of this Agreement by the Undersigned does not constitute a breach of any obligation or default under an agreement by which the Undersigned is bound;

7. no event of insolvency has occurred in relation to the Undersigned nor is there any act which has occurred or any omission made which may result in an event of insolvency occurring in relation to the Undersigned;
8. the Undersigned is not aware of any current, pending or threatened litigation, investigation or proceedings which could affect the Undersigned's interest in the GIT Shares held by the Undersigned;
9. no Governmental Authorization, and no registration, declaration or filing by the Undersigned with any Governmental Body, is required in order for the Undersigned to:
 - (a) consummate the Share Exchange,
 - (b) execute and deliver all of the documents to be delivered by the Undersigned under the Agreement,
 - (c) duly perform and observe the terms and provisions of the Agreement, or
 - (d) render the Agreement legal, valid, binding and enforceable;
10. all of the information which the Undersigned has provided to Glorious in this Certificate and in the Agreement is correct and complete, and if there should be any change in such information prior to the Closing, the Undersigned will immediately notify Glorious in writing, of the details of any such change;
11. Glorious is entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Undersigned contained in this Certificate, and as set out in Article 4 of the Agreement, the Undersigned will indemnify and hold harmless Glorious from any Loss or damage it may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Undersigned not being true and correct;
12. the entering into of the Agreement and the transactions contemplated therein do not result in the violation of any of the terms and provisions of any Applicable Laws or, if applicable, the constating documents of the Undersigned or of any agreement, written or oral, to which the Undersigned may be a party or by which the Undersigned is or may be bound;
13. the Undersigned is acquiring the Consideration Shares for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Consideration Shares in violation of Applicable Securities Laws;
14. there may be material tax consequences to the Undersigned as a result of the disposition of the GIT Shares or the acquisition or disposition of the Consideration Shares and Glorious does not give any opinion nor make any representation to the Undersigned with respect to the tax consequences to the Undersigned under federal, state, provincial, local or foreign tax laws that may apply to any such acquisitions or dispositions;
15. the decision to execute this Agreement and acquire the Consideration Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of Glorious, other than as set out in the Agreement;

16. any resale of the Consideration Shares by the Undersigned will be subject to resale restrictions contained in Applicable Securities Laws and under applicable corporate law and Glorious' Articles and by-laws and it is the responsibility of the Undersigned to find out what those restrictions are and to comply with such restrictions before selling any of the Consideration Shares;
17. the Undersigned has been advised to consult the Undersigned's own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Consideration Shares and applicable resale restrictions, and the Undersigned is solely responsible (and Glorious is in no way responsible) for compliance with applicable resale restrictions with respect to the Consideration Shares;
19. the Undersigned and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from Glorious in connection with the acquisition of the Consideration Shares, and to obtain additional information from Glorious to the extent possessed or obtainable by Glorious without unreasonable effort or expense;
20. the Undersigned: (a) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (b) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Consideration Shares; (c) has no need for liquidity in this investment, and (d) is able to bear the economic risks of an investment in the Consideration Shares for an indefinite period of time;
21. the Undersigned is an "*accredited investor*", as defined in National Instrument 45-106 *Prospectus Exemptions*, by reason of the fact that the Undersigned meets one of the requirements set forth below (please place an "X" on the appropriate lines):
- (a) _____ an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;
- (b) _____ an individual who beneficially owns, financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;
- (c) _____ an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (d) _____ an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- (e) _____ a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements;
- (f) _____ a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

- 22. if the Undersigned is an accredited investor by virtue of one of the categories set out in section 21 (a) – (d) above, the Undersigned has completed and delivered to Glorious a Form 45-106F9 – *Risk Acknowledgement Form* in the form attached as Appendix “T” to this Schedule “B”;
- 23. except as set out in the Agreement, no person has made to the Undersigned any written or oral representations:
 - (a) that any person will resell or repurchase any of the Consideration Shares,
 - (b) that any person will refund the purchase price of any of the Consideration Shares, or
 - (c) as to the future price or value of any of the Consideration Shares;
- 24. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Consideration Shares;
- 25. if applicable, any certificates representing the Consideration Shares to be issued to the Undersigned will bear the legends required by Applicable Securities Laws; and
- 26. the address of the Undersigned set out below is the sole address of the Undersigned as of the Effective Date and will be the sole address of the Undersigned as of the Closing Date unless the Undersigned provides written notice of a change of address to Glorious prior to the Closing.

IN WITNESS WHEREOF, the Undersigned has executed this Certificate as of the Effective Date.

TO BE COMPLETED IF AN INDIVIDUAL SHAREHOLDER:

Name of Shareholder (Please Print)

Signature

Address (Please Print)

E-Mail Address

() _____

Telephone Number

OR

TO BE COMPLETED IF SHAREHOLDER IS A CORPORATION, PARTNERSHIP OR TRUST:

Name of Shareholder (Please Print)

Signature of Authorized Signatory

Name and Title of Authorized Signatory (Please Print)

Address (Please Print)

E-Mail Address

() _____

Telephone Number

Number of GIT Shares Held: _____

APPENDIX "I" TO SCHEDULE "B"
to the Share Exchange Agreement between Glorious, GIT and
the Shareholders dated December 1, 2016

FORM 45-106F9
RISK ACKNOWLEDGEMENT

Form 45-106F9
Form for Individual Accredited Investors

<p>WARNING!</p> <p>This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.</p>
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SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Common Shares	Issuer: Glorious Creation Limited
Purchased from: Glorious Creation Limited	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your Initials
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print): Yuk Kan Kong	
Telephone:(852) 94192401	Email: ykkong64@gmail.com
Name of firm (if registered): Glorious Creation Limited	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<p>GLORIOUS CREATION LIMITED c/o Suite 1100, 736 Granville Street Vancouver, British Columbia V6Z 1G3 CANADA Attention: Mr. Yuk Kan Kong, CEO Telephone: (852) 94192401 Email: ykkong64@gmail.com</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

Form Instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

SCHEDULE “C”
to the Share Exchange Agreement between Glorious, GIT and
the Shareholders dated December 1, 2016

Specific Issues disclosed to Glorious pursuant to Sections 3.1(k) and (g)

Non-Compliance of Relevant Company Laws of Hong Kong

- (1) **Breach of section 45(1) of the Companies Ordinance (Cap. 32, Laws of Hong Kong) as in force from time to time before 3 March 2014 (the “Former Companies Ordinance”)** - Late filing for 3 days in respect of a Form SC1 (Return of Allotments) dated and filed on 3 October 2013.
- (2) **Breach of section 55(1) of the Former Companies Ordinance** - Late filing for 39 days in respect of a Form SC4 (Notification of Increase in Nominal Share Capital) dated 3 October 2013 and filed on 23 October 2013.
- (3) **Breach of sections 122(1) and 122(1A) of the Former Companies Ordinance** - No reports of director and auditors and financial statements for the year ended 30 November 2012 is prepared and present to the sole shareholder within 9 months of the financial year end.