

CONSULTING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made effective as of the 24th day of February, 2017.

AMONG:

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

(the “**Corporation**”)

AND:

BLACK DRAGON FINANCIAL CONSULTING SERVICES INC., a company incorporated under the laws of British Columbia, having an address for delivery located at Suite 407 – 1328 West Pender Street, Vancouver, British Columbia V6E 4T1

(the “**Consultant**”)

AND:

KE FENG (ANDREA) YUAN, having an address for delivery located at Suite 407 – 1328 West Pender Street, Vancouver, British Columbia V6E 4T1

(“**Yuan**”)

WHEREAS:

- A. the Corporation is a company incorporated under the federal laws of Canada which intends to make application to list its common shares on the Canadian Securities Exchange;
- B. the Consultant provides financial accounting and related consulting services;
- C. the Consultant shall provide the personal services of Yuan, who has the expertise required to provide the Services (defined below); and
- D. the Corporation wishes to engage the services of the Consultant and the Consultant wishes to be engaged by the Corporation to provide the personal services of Yuan to provide the Services to the Corporation on the terms and conditions described in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Corporation and the Consultant and Yuan hereby agree with each other as follows:

**PART 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this Agreement, in addition to the defined terms set out above, the following terms shall have the meanings ascribed thereto:

“Cause” includes any act, omission or behavior that constitutes just cause for dismissal at common law.

“Confidential Information” means:

- (a) any and all information or knowledge relating to business strategies, business ideas, creative ideas, creative plans, creative concepts, financial plans, financial strategies, investor connections, internal data, communications or know-how, ideas, concepts, trade secrets, plans, processes, procedures, technologies, techniques, methods, designs, prospect lists, forecasts, development plans and information relating to the business, properties, assets and/or operations of the Corporation or its affiliates;
- (b) any and all information or knowledge relating to the relationship of the Corporation with any clients, customers, members, suppliers, principals, contacts or prospects of the Corporation or its affiliates or relating to the requirements, specifications, proposals, orders, costs, pricing, contracts, communications or transactions of or with any such clients, customers, members, suppliers, principals, contacts or prospects of the Corporation or its affiliates;
- (c) any and all Inventions and other information or knowledge which includes, without limitation, any product, service, formula, pattern, design, system, program, device, software, model, plan, process, know-how, research, discovery, design, development, strategy, method, idea or compilation of information that relates to the business or affairs of the Corporation or its affiliates, or results from its marketing, research and/or development activities; and
- (d) any other information or knowledge that the Corporation considers and treats as confidential which is obtained directly or indirectly from the Corporation or an affiliate of the Corporation in any form, including without limitation, oral or visual,

however, Confidential Information shall not be deemed to include any information that:

- (i) is in the public domain at the time of disclosure;
- (ii) enters the public domain after the time of disclosure by any means other than a breach of this Agreement by the Consultant/Yuan;
- (iii) is disclosed by a third party having possession thereof and the right to make such disclosure;
- (iv) is known by the party to whom it is disclosed prior to disclosure; or

- (v) is independently developed by the party to whom it was disclosed by persons who did not have access to the Confidential Information in question.

“Corporation’s Property” has the meaning ascribed to it in section 6.2.

“Intellectual Property Rights” has the meaning ascribed to it in section 6.3.

“Inventions” means, collectively, all:

- (a) discoveries, inventions, theories, leads, techniques, ideas, reports, documents, designs, technology, methodologies, works of authorship, algorithms, drawings, compilations of information and analyses, concepts, know-how, methods, processes, techniques, specifications and source code listings, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trade-marks, industrial designs, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing; and
- (b) each and every part of the foregoing,

that are conceived, developed, reduced to practice or otherwise made by the Consultant or Yuan, either alone or with others, that in any way relate to the business of the Corporation or its affiliates, whether or not such Inventions are conceived, developed, reduced to practice or otherwise made in the course of the Consultant’s engagement with the Corporation, and whether or not the Consultant/Yuan has specifically been instructed to conceive, develop, reduce to practice or otherwise make same.

“Listing Date” has the meaning ascribed to it in section 2.1.

“person” includes an individual, company, body corporate, partnership, joint venture, association, trust or unincorporated organization, or any trustee, executor, administrator or other legal representative thereof.

“Services” has the meaning ascribed to it in section 2.2.

“WCB” has the meaning ascribed to it in section 12.1.

1.2 **Interpretation.** For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the words *“herein”*, *“hereof”* and *“hereunder”*, and other words of similar import, refer to this Agreement as a whole and not to any particular Part, section, subsection, or Schedule, unless indicated;
- (b) all references in this Agreement to a designated Part, section, subsection or Schedule is to the designated Part, section or subsection of, or Schedule to, this Agreement;
- (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) the headings to the Parts 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;
- (f) any reference to a corporate entity, including the Corporation, includes and is also a reference to any corporate entity that is a successor to such entity; and
- (g) unless otherwise provided herein, all references to currency in this Agreement are to Canadian dollars and all amounts to be calculated or paid pursuant to this Agreement are to be calculated or paid in Canadian dollars.

PART 2 ENGAGEMENT AND SERVICES

2.1 **Term of Engagement.** Unless and until terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall be for an initial period of one (1) year commencing on the date (the “**Listing Date**”) the Corporation’s common shares are listed on the Canadian Securities Exchange and shall continue thereafter on a month-to-month basis.

2.2 **Engagement and Services.** The Corporation hereby engages the Consultant to provide the personal services of Yuan to provide the services described in Schedule “A” attached hereto, as requested by the Corporation (the “**Services**”), and the Consultant and Yuan hereby accept the engagement on the terms and subject to the conditions set forth in this Agreement. The Consultant and Yuan represent that Yuan has the required qualifications, skills and experience to provide the Services.

2.3 **Approval Required for Change of Personnel.** It is hereby acknowledged that in the event the Consultant wishes to provide such person other than Yuan to provide the Services hereunder, such person must first be approved by the Corporation, in writing, which approval may be denied for any reason whatsoever.

2.4 **Time & Attention.** The Consultant shall devote the necessary time and attention to the business of the Corporation in providing the Services. The parties acknowledge that some Services may be required outside of regular business hours to reflect the business needs of the Corporation and its customers. The Consultant understands and agrees that the Corporation shall not pay additional compensation if the Consultant provides more than 40 hours of Services in a week. The Consultant is free to provide services to other clients during the term of this Agreement, so long as such activities do not interfere or conflict with its obligations under this Agreement.

PART 3 COMPENSATION

3.1 **Compensation.** In consideration for all Services rendered under this Agreement by the Consultant, the Corporation shall pay the Consultant the fees described in Schedule “A” attached hereto. The Consultant is responsible for the quality of its work. No additional payment shall be made to the Consultant for any work that needs to be re-done.

3.2 **Invoicing and Payment.** The monthly fee payable to the Consultant as described in Schedule "A" attached hereto shall be paid to the Consultant by way of a company cheque, bank draft, direct deposit or any other means acceptable to the Consultant on the last business day of each calendar month and the Consultant shall provide a corresponding invoice to the Corporation for such payment by such date.

3.3 **Expenses.** The Consultant shall be responsible for all costs associated with the performance of the Services, except that the Corporation shall reimburse the Consultant for any actual out-of-pocket expenses actually and properly incurred by the Consultant in providing the Services that the Corporation has pre-approved, in writing. The Corporation shall reimburse the Consultant for all pre-approved expenses, at cost, upon presentation of an itemized invoice with original receipts attached and any other expense information as the Corporation may reasonably require.

PART 4 OBLIGATIONS OF THE CONSULTANT

4.1 **Reporting by the Consultant.** The Consultant shall provide to the Corporation such information concerning the results of the Consultant's activities and the Services over the course of any given period of time as the Corporation may reasonably require.

4.2 **Quality of Service and Consultant's Business Conduct.** In providing the Services to the Corporation pursuant to the terms of this Agreement, the Consultant shall act honestly, in good faith and in the best interests of the Corporation. The Consultant represents and warrants to the Corporation that it shall provide all Services in a competent and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Corporation.

4.3 **Compliance with Corporation Policies and Applicable Laws.** The Consultant represents and warrants to the Corporation that it shall, and shall cause any of its employees and consultants in providing the Services to, conduct itself/themselves in accordance with the Corporation's charter documents, the Corporation's policies and the rules and policies of any regulatory authority that may have jurisdiction over the Corporation from time to time during the term of this Agreement. The Consultant further represents and warrants to the Corporation that it shall, and shall cause any of its employees and consultants in providing the Services to, comply with all laws, whether federal, provincial, state or otherwise, applicable to the Services provided by it and, when requested by the Corporation, shall advise the Corporation of any particular compliance issues affecting any Services for which the Consultant has been engaged.

4.4 **No Subcontracting.** The Consultant shall have no right to use third parties in the performance of its obligations and in providing the Services under this Agreement without the Corporation's prior written consent, which consent may be denied for any reason whatsoever. Notwithstanding any consent that may be provided by the Corporation under this section 4.4, the Consultant shall be fully responsible for all acts and omissions of its subcontractors.

4.5 **Non-Disparagement.** The Consultant and Yuan each agree (and the Consultant shall cause any other employees or consultants providing the Services to agree) that both during and after the term of this Agreement none of them shall, on their own behalf or on behalf of or in connection with any other person, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Corporation or any of its affiliates.

**PART 5
NON-SOLICITATION**

5.1 **Non-Solicitation.** The Consultant and Yuan each agree that during the term of this Agreement and for a period of twelve (12) months following its termination, regardless of the reason for termination or the party effecting it, neither the Consultant nor Yuan shall, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever:

- (a) solicit the Corporation's customers, clients or suppliers to transfer their business from the Corporation to any other person or entity; or
- (b) seek in any way to persuade or entice any person that was an employee of the Corporation at the time of such termination, or during the period of 90 days immediately preceding such termination, to leave that employment.

**PART 6
CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

6.1 **Confidentiality.** The Consultant and Yuan each covenant and agree that they shall not, and the Consultant shall ensure its employees and consultants that are providing the Services do not, except as authorized or required in the normal and proper course of its duties hereunder, reveal or divulge to any person any Confidential Information which the Consultant/Yuan or any of the Consultant's employees or consultants obtains from the Corporation or its affiliates or its officers or employees, agents, suppliers or customers or otherwise by virtue of the Consultant's engagement by the Corporation and, except as required by law, the Consultant and Yuan each shall and the Consultant shall cause its employees or consultants to, keep in complete secrecy all such Confidential Information and shall not use or attempt to use any such Confidential Information in any manner whatsoever. This restriction shall apply during the term of engagement hereunder and it shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of the Consultant/Yuan or any of the Consultant's employees or consultants, and then only after such later date. The Consultant and Yuan each acknowledge that the Consultant/Yuan and certain of the Consultant's employees and consultants shall have access to and be entrusted with Confidential Information in the course of the engagement with the Corporation hereunder, and that the Corporation's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside the Corporation. The Consultant and Yuan each acknowledge and agree that the right to maintain the absolute secrecy of its Confidential Information is a proprietary right the Corporation is entitled to protect.

6.2 **Corporation's Property.** The Consultant and Yuan each agree that:

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

- (b) upon termination of this Agreement, the Consultant/Yuan shall promptly return the Corporation's Property to the Corporation and shall keep no copies thereof, except as may be agreed in writing with the Corporation; and
- (c) neither the Consultant/Yuan nor any of the Consultant's employees or consultants shall, directly or indirectly, except as required by the normal business of the Corporation or expressly consented to in writing by the Corporation:
 - (i) disclose, publish or make available, other than to an authorized employee, officer, consultant, agent or director of the Corporation, any of the Corporation's Property;
 - (ii) acquire, possess for their own interest, sell, transfer or otherwise use or exploit any of the Corporation's Property; or
 - (iii) permit the sale, transfer, or use or exploitation of any of the Corporation's Property by any third party.

6.3 **Intellectual Property Rights.** The Consultant and Yuan each agree that all Inventions and all other proprietary title, rights and interest in and to each such Invention, whether or not registrable (collectively, the "Intellectual Property Rights"), shall belong exclusively to the Corporation.

6.4 **Disclosure of Inventions.** The Consultant/Yuan shall promptly disclose all Inventions to the Corporation or to any persons designated by the Corporation.

6.5 **Assignment of Inventions.** The Consultant and Yuan each hereby assign and further agree to, from time to time as such Inventions arise, assign to the Corporation or its nominee (or their respective successors or assigns), all the their right, title and interest in and to the Inventions without further payment by the Corporation.

6.6 **Enforcement of Intellectual Property Rights.** The Consultant and Yuan each agree to assist the Corporation in every proper way (but at the Corporation's expense) to obtain and, from time to time, enforce the Intellectual Property Rights, in any and all countries, and to that end shall execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights, together with any assignments of such Inventions to the Corporation or persons designated by it.

PART 7 INJUNCTIVE AND OTHER RELIEF

7.1 **Injunctive Relief.** The Consultant acknowledges and agrees that a breach by the Consultant, or any of its employees or permitted consultants, of any of the obligations set out in Part 4 (Obligations of the Consultant), Part 5 (Non-Solicitation) and/or Part 6 (Confidentiality and Ownership of Intellectual Property) would result in irreparable harm to the Corporation that could not adequately be compensated by way of a damage award. The Consultant agrees that in the event of any such breach, in addition to damages and all other remedies available to the Corporation at law or in equity, the Corporation shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of this Agreement.

PART 8 INDEMNITY

8.1 **Consultant to Indemnify.** In addition to the indemnifications provided in sections 12.2 and 13.2 below, the Consultant and Yuan shall each indemnify and keep indemnified the Corporation and its affiliates to which they are providing Services for any demonstrated losses, damages, costs or other amounts, including without limitation reasonable legal fees, suffered or incurred by the Corporation or its affiliates arising out of third party claims relating to the presence or activities of the Consultant in performing the Services to the extent that such losses, damages, costs or other amounts are caused by:

- (a) any wilful or knowing breach of the Consultant's/Yuan's obligation in section 4.3 above; and
- (b) any gross negligence, wilful misconduct or fraud on the part of the Consultant/Yuan in performing the Services.

8.2 **Corporation to Indemnify.** Subject to the Consultant's/Yuan's obligation to indemnify set out above, and provided that the Consultant/Yuan has not breached section 4.3 above, the Corporation shall indemnify and save harmless the Consultant/Yuan for any demonstrated losses, damages, costs or other amounts, including without limitation reasonable legal fees, suffered or incurred by the Consultant/Yuan arising out of third party claims relating to the presence or activities of the Consultant/Yuan and/or its representatives in performing the Services to the extent that such losses, damages, costs or other amounts are caused by the gross negligence, wilful misconduct or fraud on the part of the Corporation or its affiliates.

PART 9 TERMINATION

9.1 **Termination by the Corporation for Cause.** The Corporation may terminate this Agreement at any time without notice to the Consultant for Cause. In such event, the Corporation shall have no further obligations to the Consultant except in respect of any fees and expenses which were incurred by the Consultant and payable in respect of the period ending immediately prior to such termination.

9.2 **Termination by the Corporation for Other than Cause.** The Corporation may terminate this Agreement at any time without Cause, by paying to the Consultant:

- (a) any fees and expenses incurred by the Consultant prior to the termination date; and
- (b) a lump sum cash payment in an amount equal to 12 months' consulting fees (at the rate in effect on the termination date) plus an additional one month's consulting fee for each full year the Consultant has been engaged by the Corporation (for the purposes hereof, it is acknowledged by the parties that the Consultant commenced its engagement with the Corporation on February 1, 2016), up to a maximum lump sum amount equal to 24 months' consulting fees.

The payments provided for in this section 9.2 shall be inclusive of the Consultant's entitlement to notice and severance pay at common law or by statute, if applicable.

9.3 **Termination by the Consultant.** The Consultant may terminate this Agreement at any time by giving the Corporation at least one (1) month's prior written notice of the effective date of such termination. The Corporation may waive or abridge any notice period specified in such notice, in its absolute discretion. If the Consultant terminates this Agreement for any reason, the Corporation shall have no further obligations to the Consultant except in respect of any fees and expenses which were incurred by the Consultant and payable in respect of the period ending on the termination date.

9.4 **Obligations Upon Termination.** Upon termination of this Agreement, all files, computer disks, information and documents pertaining to the Corporation's business shall remain the property of the Corporation, and shall promptly be delivered by the Consultant to the Corporation at its address set out above or as otherwise directed by the Corporation, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, computer disks, information or documents without the express written consent of the Corporation. The Consultant shall also promptly deliver to the Corporation any equipment or devices including access cards, keys or memory storage devices issued by the Corporation to the Consultant during the term of this Agreement.

PART 10 PERSONAL INFORMATION

10.1 **Personal Information.** During the course of the Consultant's engagement, the Corporation may collect personal information about Yuan and/or any other employees or consultants of the Consultant that provide the Services to the Corporation, where it is reasonable for it to do so for the purposes of establishing, managing and/or terminating the consulting relationship. The Corporation may use and disclose such person's personal information only for those purposes, or as permitted or required by law.

PART 11 CONTRACT FOR SERVICES

11.1 **Contract for Services.** This is a contract for services. By signing this contract, the Consultant expressly agrees and represents that it is not an employee of the Corporation.

PART 12 WORKERS' COMPENSATION

12.1 **Workers' Compensation.** During the term of this Agreement, and as a condition of providing the Services, the Consultant must be registered with the Workers' Compensation Board of British Columbia (the "WCB") as an "employer" or as an "independent firm". The Consultant agrees that its WCB account shall be kept current and in good standing at all times during the term of this Agreement. All premiums and other costs associated with doing so shall be borne by the Consultant.

12.2 **Indemnification.** The Consultant agrees that should it be found by the WCB to be a "worker" for purposes of the *Workers' Compensation Act* (BC) in connection with the provision of Services under this Agreement, it shall indemnify and save harmless the Corporation, and its officers, directors, servants, contractors and agents, from any and all costs, charges, assessments, penalties, interest, legal fees, or any other expenses of any kind whatsoever, incurred in connection with such finding.

PART 13
STATUTORY PAYMENTS AND REMITTANCES

13.1 **Statutory Payments and Remittances.** As an independent contractor, the Consultant is responsible for making any and all payments and remittances that may be required for GST, or under the *Income Tax Act (Canada)*, the *Employment Insurance Act (Canada)*, the *Canada Pension Plan Act (Canada)*, the *Income Tax Act (BC)*, the *Workers' Compensation Act (BC)*, the *Employment Standards Act (BC)* or any other similar statute of Canada or a province or territory thereof, in connection with the performance of the Services. The Consultant agrees that such remittances shall be made in strict accordance with its statutory obligations.

13.2 **Indemnification.** The Consultant agrees to indemnify and save harmless the Corporation, and its officers, directors, servants, contractors and agents from:

- (a) any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under one or more of the *Income Tax Act (Canada)*, the *Employment Insurance Act (Canada)*, the *Canada Pension Plan Act (Canada)*, the *Income Tax Act (BC)*, the *Workers' Compensation Act (BC)*, the *Employment Standards Act (BC)* or any other similar statute of Canada or a province or territory thereof that may arise in connection with the performance of the Services; and
- (b) any and all costs, charges, legal fees and expenses reasonably incurred by such persons as aforesaid in connection with defending any civil, criminal, statutory or administrative action, proceeding or other remedy with respect to any such alleged liability.

PART 14
ADDITIONAL TERMS

14.1 **Entire Agreement.** This Agreement constitutes the entire agreement to date between the Corporation and the Consultant concerning the engagement of the Consultant by the Corporation and, as of the Effective Date, supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

14.2 **Further Assurances.** The parties shall 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.

14.3 **Enforcement.** The Consultant agrees that all restrictions contained in this contract are reasonable and valid and it hereby waives any and all defences to their strict enforcement by the Corporation.

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

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

14.6 **No Waiver.** The failure of any party to insist upon strict performance of any of the terms and conditions in this Agreement shall not be deemed a waiver of any rights or remedies that such party has and shall not be deemed a waiver of any subsequent default of the terms and conditions of this Agreement.

14.7 **No Authority to Bind.** The parties acknowledge and agree that neither the Contractor nor any of its employees or consultants has any authority to bind the Corporation or otherwise incur liability on behalf of the Corporation.

14.8 **Notice.** In this Agreement:

- (a) any notice or communication required or permitted to be given under the Agreement shall be in writing and may be given by delivering by hand, sending by e-mail transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, such notice to the address set out above or to the e-mail address of each party set out below, or to such other address or number as any party may specify by notice in writing to the other party in the manner set out herein;

to the Corporation: email: ykkong64@gmail.com

to the Consultant: e-mail: andrea@blackdragonfinancial.com

to Yuan: e-mail: andrea@blackdragonfinancial.com

and

- (b) any notice or communication shall be considered to have been received:
- (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
 - (ii) if sent by e-mail transmission or by other means of electronic communication capable of producing a printed copy during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and, if not transmitted during normal business hours of the recipient, upon the commencement of next normal business hours of the receiver; and
 - (iii) if mailed by prepaid registered mail, upon the third business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication shall be delivered by hand or sent by facsimile or email transmission or by other means of electronic communication capable of producing a printed copy.

14.9 **Time of the Essence.** Time shall be of the essence of this Agreement.

14.10 **Enurement.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

14.11 Applicable Law. This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall 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 shall 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.

14.12 Severability. All sections and covenants contained in this Agreement are severable, and in the event that any of them is held to be invalid, unenforceable or void by a court of competent jurisdiction, such sections or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

14.13 Survival of Terms. Parts 4 - 13, section 14.11 and this section 14.13 shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the parties hereto arising or existing up to the effective date of such expiration or termination, or any remedies of the parties with respect thereto.

14.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument, and delivery of an executed copy of this Agreement by facsimile or email transmission or by other means of electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Agreement as of the Effective Date.

14.15 Independent Legal Advice. It is hereby acknowledged by each of the parties hereto that K MacInnes Law Group acts solely for the Corporation with respect to this Agreement and as such is looking after the interests of the Corporation and does not represent the interests of the Consultant or Yuan and offers no legal advice to the Consultant or Yuan. Consequently, **the Consultant and Yuan are hereby cautioned to seek independent legal advice prior to executing this Agreement.** By signing this Agreement, each of the Consultant and Yuan agree that they have had opportunity to consult a lawyer to obtain an explanation of the contents, terms and effect of this Agreement and they fully understand and accept the contents, terms and effect of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the Effective Date.

GLORIOUS CREATION LIMITED

Per: 

Authorized Signatory

**BLACK DRAGON FINANCIAL
CONSULTING SERVICES INC.**

Per: 

Authorized Signatory



KE FENG (ANDREA) YUAN

SCHEDULE "A"
to the Consulting Agreement dated February 24, 2017
between the Corporation and the Consultant (Black Dragon Financial Consulting
Services Inc.) and Ke Feng (Andrea) Yuan

1. Description of the Services to be provided by the Consultant through Yuan:

- ◆ Appointment as the Chief Financial Officer of the Corporation
- ◆ Provide bookkeeping and accounting services to the Corporation (including the setting up of appropriate systems and checks and balances for the provisions of bookkeeping and accounting services for the Corporation)
- ◆ Prepare financial statements for the Corporation and the accompanying CFO Certificates as such may be required under applicable securities laws
- ◆ Liaise with all bookkeepers and accountants for the Corporation's subsidiaries and coordinate the preparation of the financial statements of all subsidiaries
- ◆ Liaise with the Corporation's auditors and legal counsel
- ◆ Report to the Corporation's Chief Executive Officer, Board of Directors and Audit Committee, as required.

2. Compensation to be paid to the Consultant:

- ◆ Consulting Fee: \$7,000 per month + GST. The consulting fee shall be reviewed annually by the Board of Directors of the Corporation, typically in conjunction with the Corporation's fiscal year end review, and any increases to the consulting fee shall be at the sole discretion of the Board.
- ◆ Bonus: The Consultant shall be entitled to, but not guaranteed, performance bonuses at such times and in such amounts as may be determined by the Board of Directors of the Corporation in its sole discretion.
- ◆ Stock Options.
 - (a) On or before the Listing Date, the Corporation shall grant to the Consultant five-year stock options to purchase 250,000 common shares of the Corporation at an exercise price equal to the Corporation's IPO price (currently anticipated to be \$0.30/share). These options may have vesting provisions attached, as may be determined by the Board of Directors of the Corporation in its sole discretion.
 - (b) During the term of this Agreement, the Contractor shall also be entitled to receive additional stock options to purchase common shares of the Corporation, as may be determined from time to time by the Board of Directors of the Corporation in its sole discretion.

