

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (this "**Agreement**") is dated effective as of May 1, 2018 (the "**Effective Date**").

BETWEEN:

BLOK TECHNOLOGIES INC., a corporation incorporated under the laws of Ontario, having an address for delivery at 440 - 890 West Pender Street, Vancouver, BC, V6C 1J9

(the "**Company**")

AND:

VIRAL STOCKS INC., a corporation duly incorporated under the laws of the province of British Columbia having an address at [REDACTED]

(the "**Consultant**")

WHEREAS:

- A. The Company is engaged in the business investing in and developing emerging companies in the blockchain technology sector by providing capital, technology and management expertise to the companies they develop;
- B. The Consultant has considerable expertise in providing advisory services with respect to online advertising and web presence; and
- C. The Company wishes to obtain, and the Consultant wishes to provide, certain services to the Company on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a "**Party**" and, together, the "**Parties**") covenant and agree as follows:

1. SERVICES TO BE PROVIDED

- (a) Commencing on the Effective Date, the Consultant will provide such services to the Company as are described in Schedule A to this Agreement (the "**Services**"). The Consultant will also provide any other services not specifically mentioned in Schedule A attached hereto, but which, by reason of the Consultant's capability, the Consultant knows or ought to know are necessary to ensure that the best interests of the Company are maintained.

- (b) The Consultant will report to the Chief Executive Officer of the Company (the "CEO") and will keep the CEO informed of all matters concerning the Services as requested by the CEO from time to time.
- (c) The Consultant will perform the Services to the level of competence and skill one would reasonably expect from someone who has skills and experience similar to that of the Consultant.
- (d) The Consultant will not have any right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever, except to the extent specifically authorized by the Company. The Consultant is not authorized to make any representation, contract or commitment on behalf of the Company unless, prior to such time, the Consultant is specifically authorized in writing to do so by the CEO.
- (e) The Consultant will faithfully, honestly and diligently serve the Company, use the Consultant's best efforts to promote the best interests of the Company and co-operate with the Company, and utilize maximum professional skill and care to ensure that the Services are rendered to the satisfaction of the Company.
- (f) The Consultant will comply with all applicable rules, laws, regulations and policies having application to the carrying out and performance of its obligations under this Agreement.
- (g) At all times while on the Company's premises or representing the Company in any other location in connection with the provision of the Services, the Consultant will observe the Company's rules and regulations with respect to conduct, health, safety and protection of persons and property.

2. INDEPENDENT CONSULTANT RELATIONSHIP

- (a) It is expressly agreed that the Consultant's relationship with the Company is that of an independent contractor in performing the Services under this Agreement, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship between the Consultant and the Company.
- (b) The Consultant will not be entitled to any of the benefits that the Company may make available to its employees from time to time, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The Company will not pay any contribution to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of the Consultant.
- (c) The Consultant is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of the Services and the consideration therefor under this Agreement.

- (d) The Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services.
- (e) The Consultant represents and warrants that the Consultant has the right to provide the Services to the Company without violation of obligations to others and that any advice, information and documents given by the Consultant to the Company under this Agreement may be used fully and freely by the Company, unless otherwise so designated orally or in writing by the Consultant at the time of communication of such information.

3. CONSIDERATION FOR SERVICES

- (a) As consideration for the provision of the Services by the Consultant, the Company and the Consultant agree to the compensation set out in in Schedule B attached hereto.
- (b) Unless otherwise waived by the Company, the Consultant will submit monthly reports to the Company showing the amount of hours worked by the Consultant on behalf of the Company during that period.
- (c) The Consultant may incur expenses in the name of the Company, provided such expenses relate solely to the carrying out of the Services pursuant to this Agreement. The Consultant will immediately forward all invoices for expenses incurred on behalf of the Company and the Company agrees to pay said invoices within thirty [30] days of receipt. Any expenses of five hundred dollars [\$500] or greater incurred by the Consultant in connection with the carrying out of the Consultant's duties pursuant to this Agreement must be approved by the Company in writing prior to the incurring of such expenses by the Consultant.

4. TERM AND TERMINATION

- (a) This Agreement will commence on the Effective Date and, subject to Section 4(c) below will continue for twelve (12) months (the "Term") or renewed in accordance with Section 4(b).
- (b) Notwithstanding Section 4(a), this Agreement may be renewed for a subsequent six (6) month term, on terms to be mutually determined by the Parties, upon the Company providing written notice to the Consultant by no later than 30 days prior to the last day of the Term of its intention to renew this Agreement. In the event the Company does not provide such notice, this Agreement will expire on the last day of the Term.
- (c) This Agreement may be terminated during the Term by the parties as follows:
 - (i) by the Consultant by giving at least 10 days advance notice in writing to the Company;
 - (ii) by the Company by giving at least 10 days advance notice in writing to the Consultant; or

- (iii) by the Company without advance notice in the event that the Consultant: (i) breaches any term of this Agreement, (ii) neglects the Services or any other duty to be performed by the Consultant under this Agreement, (iii) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (iv) is convicted of any criminal act, (v) engages in any act of moral turpitude, (vi) files a voluntary petition in bankruptcy, or (vii) is adjudicated as bankrupt or insolvent.
- (d) Upon termination of this Agreement for any reason, the Consultant shall promptly deliver the following in accordance with the directions of the Company:
 - (i) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination;
 - (ii) all documents pertaining to the Company or this Agreement, including, but not limited to, all Confidential Information, books of account, correspondence and contracts; and
 - (iii) all equipment and any other property belonging to the Company.
- (e) The definitions contained in this Agreement and the rights and obligations contained in this Section 4 and in Sections 5, 6, 7 and 8 will survive any termination or expiration of this Agreement.

5. CONFIDENTIALITY

- (a) For the purposes of this Agreement, "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients, sales personnel or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients or suppliers (whether or not reduced to writing or designated or marked as confidential), including, but not limited to, the following:
 - (i) any technical and non-technical information related to the Company's business and current, future and proposed products and services of the Company, including, without limitation, Company Innovations (as defined herein), Company Property (as defined herein) and the Company's information concerning research, development, design and product details and specifications, financial information, procurement requirements, engineering and manufacturing information, and business plans;
 - (ii) information relating to strategies, research, communications, business plans and financial data of the Company;
 - (iii) any information of or regarding the Company and its business which is not readily publicly available;

- (iv) work product resulting from or related to work or projects performed, or to be performed, for the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
 - (v) any intellectual property contributed to the Company, and any other technical and business information of the Company and its affiliates which is of a confidential, trade secret and/or proprietary character;
 - (vi) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed;
 - (vii) information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential; and
 - (viii) any other information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder, including information received by the Company from others, that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.
- (b) The Consultant's obligations under this Section 5 do not apply to any Confidential Information that the Consultant can demonstrate: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company through no fault of the Consultant; (b) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company; or (c) was independently developed by the Consultant without use of, or reference to, any Confidential Information communicated to the Consultant by the Company. A disclosure of any Confidential Information by Consultant in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure
- (c) The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except

as such disclosure may be consented to by prior written authorization of the board of directors of the Company.

- (d) The Consultant may use the Confidential Information solely to perform the Services for the benefit of Company. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant accords to the Consultant's own confidential information, but in no case shall the Consultant use less than reasonable care. The Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information.
- (e) All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company furnishes to the Consultant, whether delivered to the Consultant by the Company or made by the Consultant in the performance of the Services, and whether or not they contain or disclose Confidential Information (collectively, the "**Company Property**"), are the sole and exclusive property of the Company or the Company's affiliates, suppliers or customers. The Consultant agrees to keep all Company Property at the Consultant's premises unless otherwise permitted in writing by the Company and will treat the Company Property with the same degree of care as the Consultant treats its own property, but in no case shall the Consultant use less than reasonable care. Within five (5) days after any request by the Company, the Consultant shall destroy or deliver to the Company, at the Company's option: (a) all Company Property and (b) all materials and items in the Consultant's possession or control that contain or disclose any Confidential Information. The Consultant will provide the Company a written certification of the Consultant's compliance with the Consultant's obligations under this Section (e).
- (f) During the term of this Agreement, the Consultant will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with the Consultant's obligations, or the scope of the Services to be rendered for Company, under this Agreement. The Consultant warrants that, to the best of the Consultant's knowledge, there is no other existing contract or duty on the Consultant's part that conflicts with or is inconsistent with this Agreement.
- (g) The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of its knowledge and belief, use or cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.
- (h) The Consultant will indemnify and hold harmless the Company from and against any and all third party claims, suits, actions, demands and proceedings against the Company and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or

related to: (a) an allegation that any item, material or other deliverable delivered by the Consultant under this Agreement infringes any intellectual property rights or publicity rights of a third party, (ii) an alleged breach by the Consultant of any agreement between the Consultant and any third party, or (ii) any negligence by the Consultant or any other act or omission of the Consultant, including, without limitation, any breach of this Agreement by the Consultant.

6. DISCLOSURE AND ASSIGNMENT OF WORK RESULTING FROM PROVISION OF SERVICES.

- (a) In this Agreement, “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. “Company Innovations” means Innovations that: (a) result or derive from the provision of the Services or from the Consultant’s knowledge or use of Confidential Information; (b) are conceived or made by the Consultant (individually or in collaboration with others) in the course of provision of the Services; (c) result from or derive from the use or application of the resources of the Company, its affiliates or suppliers; (d) relate to the business of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates; or (e) the Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice during the Term.
- (b) All Company Innovations shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Company Innovations. The Consultant agrees that no intellectual property rights in the Company Innovations are or shall be retained by him. For greater certainty, all work done during the Term by the Consultant for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be.
- (c) The Consultant agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of the Company. The Consultant agrees to promptly disclose and describe to the Company all Company Innovations. The Consultant hereby does and will irrevocably assign to the Company or the Company’s designee all of the Consultant’s right, title and interest in and to any and all Company Innovations and all associated records.
- (d) In consideration of the benefits to be received by the Consultant under the terms of this Agreement, the Consultant hereby irrevocably sells, assigns and transfers, and agrees in the future to sell, assign and transfer all right, title and interest in and to the Company Innovations and intellectual property rights therein, including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States, and worldwide to the Company and the Consultant shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save

and except for any moral rights which the Consultant shall waive. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by the Consultant to the Company, the Consultant hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by the Consultant to the Company, the Consultant hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against the Company, any of the Company's successors in interest, or any of the Company's customers.

- (e) The Consultant agrees to perform, during and after the Term, all acts that the Company deems necessary or desirable to permit and assist the Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to the Company under this Agreement. If the Company is unable for any reason to secure the Consultant's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, the Consultant hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as the Consultant's agents and attorneys-in-fact to act for and on the Consultant's behalf and instead of the Consultant to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by the Consultant. The foregoing is deemed a power coupled with an interest and is irrevocable.
- (f) If the Consultant incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to the Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by the Consultant (solely or jointly) either unrelated to the Consultant's work for Company under this Agreement or prior to the Effective Date (collectively, the "**Out-of-Scope Innovations**") into any of the Company Innovations, then the Consultant hereby grants to the Company and the Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations. Notwithstanding the foregoing, the Consultant agrees that the Consultant shall not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without the Company's prior written consent.

7. NON-INTERFERENCE WITH BUSINESS

- (a) The Consultant agrees that, during the Term, the Consultant will not, on its own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employer, employee, principal, agent, director, officer, joint venturer, partner, shareholder or other equity holder, lender or other debt holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, financier, supplier or trustee, or by or through any company, cooperative, partnership, trust, unincorporated association or otherwise, anywhere in North America, Asia, South Asia, South East Asia, East Asia, Western Europe, Eastern Europe, the UK, Australia, New Zealand, or anywhere else worldwide:
 - (i) carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business which is in competition with the business of the Company;
 - (ii) canvass or solicit the business of (or procure or assist the canvassing or soliciting of the business of) any customer, prospective customer or supplier of the Company to supply or purchase any goods or services that are substantially the same as or in competition with goods or services supplied in the business of the Company;
 - (iii) accept (or procure or assist the acceptance of) any business from any customer, prospective customer, sales personnel or supplier that is substantially the same as or in competition with the business of the Company; or
 - (iv) supply (or procure or assist the supply of) any goods or services to any customer, prospective customer, sales personnel or supplier that are substantially the same as or in competition with the goods or services supplied in the business of the Company.
- (b) During the Term, and for a period of two (2) years immediately following the termination or expiration of this Agreement, the Consultant agrees not to solicit or induce any customer, prospective customer, supplier, sales personnel, employee or independent contractor involved with the Company to terminate or breach any employment, contractual or other relationship with Company, or to otherwise discontinue or alter such third party's relationship with the Company.
- (c) During the Term, and for a period of two (2) years immediately following the termination or expiration of this Agreement, the Consultant agrees not to, on its own behalf or on behalf of or in connection with any third party, 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 Company or any of its affiliates, officers, directors, employees, consultants or advisors.

8. GENERAL

- (a) This Agreement contains the entire Agreement and obligation between the Parties with respect to its subject matter. No amendment to this Agreement will be valid or effective unless in writing and signed by both Parties.
- (b) The Parties agree that the Consultant's obligations under this Agreement are of a unique character that gives them particular value, and that the Consultant's breach of any of these obligations will cause irreparable and continuing damage to the Company for which money damages are insufficient. The Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.
- (c) The Consultant acknowledges that the restrictions contained in Sections 5 through 7 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of the restrictions referred to in Sections 5 through 7, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.
- (d) The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.
- (e) The Consultant agrees to indemnify the Company from all losses, claims, actions, damages, assessments or demands (including reasonable legal fees and expenses) which result from negligent acts or omissions of the Consultant in providing the Services.
- (f) Any notice, request, demand or other communication hereunder shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by email, when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (e) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or to such other address as either Party may advise the other in writing from time to time in accordance with this Section (f).
- (g) Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal advice with respect to the subject matter of this Agreement and

have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal advice.

- (h) If any provision of this Agreement, including as to term or geographical area, is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions of this Agreement or of the same provision as applied to any other fact or circumstance, and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable.
- (i) Time shall be of the essence of this Agreement.
- (j) The Consultant may not sell, assign or transfer any rights or interests created under this Agreement or delegate any of the Consultant's duties without the prior written consent of the Company.
- (k) The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.
- (l) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, and each Party irrevocably submits to the exclusive jurisdiction of courts of competent jurisdiction in the Province of British Columbia.
- (m) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties agree that any signature delivered by electronic transmission will be deemed to be the original signature of the delivering Party.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

BLOK TECHNOLOGIES INC.

Per:



Authorized Signatory

VIRAL STOCKS INC.

Per:



Authorized Signatory

SCHEDULE A

SERVICES

Defined terms used but not otherwise defined in this Schedule A have the meaning ascribed thereto in the Independent Consultant Agreement dated effective May 1, 2018 between Viral Stocks Inc. (the "**Consultant**") and Blok Technologies Inc. (the "**Company**") of which this Schedule A forms part.

The Services to be provided under the Agreement are as follows:

- (a) handling and assisting with online web presence of the Company;
- (b) establishing and maintaining online advertising platform of the Company; and,
- (c) any other tasks or services as may be determined by the CEO, acting reasonably.

SCHEDULE B

COMPENSATION

Defined terms used but not otherwise defined in this Schedule B have the meaning ascribed thereto in the Independent Consultant Agreement dated effective May 1, 2018 between Viral Stocks Inc. (the “**Consultant**”) and Blok Technologies Inc. (the “**Company**”) of which this Schedule B forms part.

The Company will pay the Consultant a consulting fee of CAD \$200,000.00 plus applicable taxes for the Term payable in accordance with a payment schedule to be determined by the Parties.

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CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

1002349 B.C. Ltd. an independent consultant with offices at [REDACTED]
[REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1** The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2** Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1** In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
- (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
- (c) upon the mutual agreement of both Parties to this Agreement; or
- (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:



To the Company:

BLOK Technologies Inc.
310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO
Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:



Name:

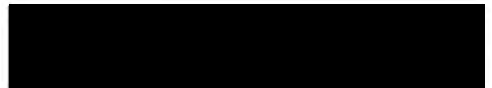
David Alexander

Title:

CFO

CONSULTANT

Per:



Name:



Title:

(CALLEY) PRESIDENT

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and 1002349 B.C. Ltd

SERVICES TO BE PROVIDED BY CONSULTANT

- Financial Management, Accounting and Operations services

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and 1002349 B.C. Ltd

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

Blok Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade, North Vancouver, BC V7M 3J3

(the “**Company**”)

AND:

1140258 BC Ltd. a company incorporated pursuant to the laws of the Province of British Columbia with offices at [REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services – As per Schedule A

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall

retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

4.1 Fees – see Schedule A

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:
 - (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
 - (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;

- (c) upon the mutual agreement of both Parties to this Agreement; or
- (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

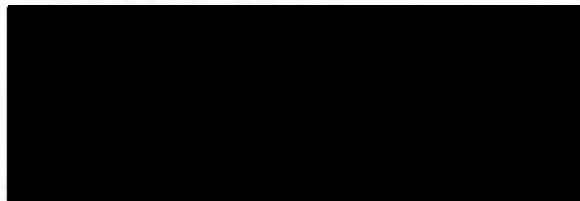
This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

1140258 B.C. Ltd.



To the Company:

Blok Technologies Inc.

310 – 221 West Esplanade,
North Vancouver, BC V7M 3J3

Attention: Rob Dawson, CEO
Email: rob@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

Rob Dawson

Title:

President

CONSULTANT

Per:

Name:

Arlene Alexander

Title:

President

SCHEDULE A – SERVICES

The Company hereby engages the Consultant to provide the services set out herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.

The Services to be provided are as follows:

1. Organization Structure advise on acquisitions and dispositions;
2. Communications and Business Development services
3. Financial Advisor
4. Operations Consultant

SCHEDULE B - COMPENSATION

In consideration of the provision of the Services outline in Schedule A, the Company shall compensate the Consultant in the following manner:

A consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

Aida Reed an independent consultant with offices at [REDACTED]
[REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1 The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2 Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1** In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
 - (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
 - (c) upon the mutual agreement of both Parties to this Agreement; or
 - (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

Aida Reed



To the Company:

BLOK Technologies Inc.

310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO

Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

David Alexander

Title:

CFO

CONSULTANT

Per:

Name:

AIDA REED

Title:

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Aida Reed

SERVICES TO BE PROVIDED BY CONSULTANT

- Corporate Secretary, Administration and Operations services

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Aida Reed

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTANCY AGREEMENT

THIS AGREEMENT is made effective the August 7, 2018

AMONG:

Blok Technologies Inc. a company incorporated in the province of British Columbia, with offices located at 310-221 West Esplanade, North Vancouver, BC, V7M 3J3

(the "Company")

OF THE FIRST PART

AND:

1113300 BC Ltd., a British Columbia businessman, with offices located [REDACTED]

[REDACTED]
("Consultant")

OF THE SECOND PART

WHEREAS:

- (A) The Company is engaging the services of Consultant to advise the Board of Directors on a stand-by basis.
- (B) Consultant will provide his services on behalf of the Company as aforesaid;

WITNESSES that the parties mutually agree as follows:

PART 1

ENGAGEMENT

Services

- 1.1 The Company hereby agrees with Consultant that Consultant shall provide the consultancy services to Company effective August 7, 2018 upon and subject to the terms and conditions hereinafter set forth. The consultancy will be to assist the Company raise capital, and to assist the Company integrate operations with Greenstream Networks Inc.

Term

- 1.2 This Agreement will extend from the effective date of this Agreement for a period of three months unless earlier terminated as hereinafter provided.

Title

- 1.3 None

Terms of Reference

- 1.4 Subject to the lawful instructions and directions of the Board of Directors of the Company, Consultant shall provide advise as required by the Board of Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

PART 2

COMPENSATION

Salary and Bonus

- 2.1 There will be no salaries for providing consultancy services.

Stock Options

- 2.2 The Consultant will be paid 750,000 stock options at \$0.10 per share in exchange for providing consultancy services.

Consulting

- 2.3 The Consultant, is a consultant only, and not an Advisor of the Company.

PART 3

NEGATIVE COVENANTS

Non-Competition

- 3.1 Without the consent of the Company, Consultant will not be permitted, during the term of this Agreement, engage in any business (directly or through any kind of ownership or other arrangement other than ownership of securities of publicly held corporations) which is primarily involved in oil and gas or accept employment with or render service to a person involved in such a business or take any other action inconsistent with the fiduciary relationship of a senior executive officer to his corporation but, subject to such limitation, Consultant may make investments for his own account and raise money for any business or enterprise whatsoever, provided that such business or enterprise is not involved in oil and gas. Consultant may with the consent of the Company, such consent not to be unreasonably withheld, serve as a director of other companies engaged in oil and gas provided such companies do not directly compete with the Company.

Notice of Conflict

- 3.2 If the Board acting reasonably determines that Consultant is engaged in an activity which is deemed to be a conflicting activity, the Company will cause Consultant to be so advised in writing, and Consultant will thereafter discontinue such activity within 30 days after such notice, or such longer period as the Board agrees, and Consultant will, within such 30 days or longer period, certify in writing to the Company that he has discontinued such activity by sale or other disposition of all interest therein or by the transfer of all such interests, save a beneficial interest, into a "blind trust" or other fiduciary arrangement over which Consultant has no control or direction.

Confidentiality

- 3.3 Notwithstanding anything else in this Agreement, upon termination of this Consultant's contract hereunder for any reason, Consultant agrees to keep strictest and utmost confidentiality with respect to the business affairs, planned activities, proposed programs and acquisitions, customers, suppliers, technology, proprietary rights, patents, research, business and assets of the Company.

Company's Propriety Rights

- 3.4 Notwithstanding any else in this Agreement, it is expressly acknowledged and understood by Consultant that all the work product of Consultant while being a consultant to the Company pursuant to the terms hereof shall vest in the Company absolutely.

PART 4

DUTIES OF CONSULTANT

Duties

- 4.1 During the term of this Agreement Consultant will
- (a) diligently perform his duties as set out hereunder to the best of his skill and ability, and
 - (b) attend to his duties on as required basis, at such specific times and days as reasonably directed by the Company

PART 5

(blank)

PART 6

TERMINATION

Termination by the Company for Just Cause

- 6.1 The Company may terminate this Agreement without notice (or compensation in lieu thereof) for just cause. For the purposes of this section, "just cause" shall mean any of the following:
- (a) any material breach by Consultant of the terms of this Agreement;
 - (b) the willful engaging by Consultant in competitive or gross misconduct injurious to the Company. For purposes of this paragraph, no act, or failure to act, on Consultant's part shall be considered "willful" unless done, or omitted to be done, by Consultant not in good faith and without reasonable belief that Consultant's action or omission was in the best interest of the Company;
 - (d) conviction of a felony or of any crime involving moral turpitude, fraud or misrepresentation, or
 - (e) the bankruptcy or receivership of Consultant.

Termination Without Cause

- 6.2 Either party may terminate this Agreement with a two-week notice of such termination.

Notice of Termination

- 6.3 Any termination by the Company or Consultant shall be communicated by written Notice of Termination to the other parties hereto.

Date of Termination

- 6.4 "Date of Termination": shall mean (the date specified in the Notice of Termination.

Return of Property

- 6.5 On the effective date of termination, Consultant will deliver up to the Company, in a reasonable state, all assets, including notes, data, reports, documents, programs, computers and copies thereof, produced, owned, leased or bailed to the Company and used by or in the possession of Consultant hereunder.

PART 7**GENERAL****Further Assurances**

- 7.1 Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements and other documents and do such further acts and things as any other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

Assignment

- 7.2 Neither of the parties may assign any right, benefit or interest in this Agreement without the written consent of the other, and any purported assignment without such consent will be void.

Severability

- 7.3 If any provision of this Agreement is unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

Waiver and Consent

- 7.4 No consent or waiver, express or implied, by any party to or of any breach or default by any other party of any or all of its obligations under this Agreement will be valid unless it is in writing and stated to be a consent or waiver.

Notice

- 7.5 Every notice, request, demand or direction (each, for the purposes of this section, a "notice") to be given pursuant to this Agreement by any party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any post office in British Columbia or by facsimile, email, or other similar form of written communication, in each case, addressed as applicable as follows:

If to Consultant as per address on first page

If to the Company at address on first page:

or to such other address as is specified by the particular party by notice to the other.

Governing Law

- 7.6 This Agreement will be construed in accordance with the laws of the Province of British Columbia and be enforced by the courts of that province.

Binding Effect

- 7.7 This Agreement will enure to the benefit of and be binding upon the respective legal representatives and successors. This agreement is non-assignable, and any purported assignment shall be null and void and of no effect.

Disputes

- 7.8 If any dispute arises respecting the relationship of the parties or the interpretation of this Agreement the parties agree to submit such dispute to binding arbitration pursuant to the arbitration laws then in effect in the Province of British Columbia, by way of the appointment of a single arbitrator.

Time of Essence

- 7.9 Time is of the essence in the performance of each obligation under this Agreement.

Counterparts

7.10 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

Entire Agreement

7.11 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement.

Miscellaneous

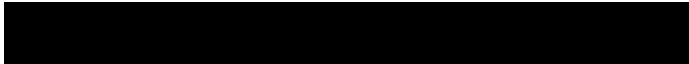
7.12 No provision of this Agreement may be modified, waived or discharged except in writing

Survival of Terms

7.13 The provisions of Sections 3.3, 3.4, 6.7, and 7.8 shall survive the termination of this Agreement.

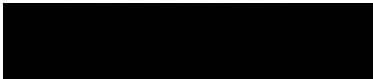
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 7th day of August, 2018.

Consultant : 1113300 BC Ltd.



Yari Nieken, authorized officer

BLOK TECHNOLOGIES INC.



By: _____
David Alexander, Chief Financial Officer

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

Amber Papou an independent consultant with offices at [REDACTED]
[REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1** The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2** Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1** In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
- (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
- (c) upon the mutual agreement of both Parties to this Agreement; or
- (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

Amber Papou



To the Company:

BLOK Technologies Inc.

310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO
Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

David Alexander

Title:

CFO

CONSULTANT

Per:

Name:

Amber Papou

Title:

Consultant

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Amber Papou

SERVICES TO BE PROVIDED BY CONSULTANT

- Government and industry stakeholder advisory
- Corporate strategy
- Business intelligence

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Amber Papou

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

Grant Farkes an independent consultant with offices at [REDACTED]
[REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1** The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2** Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1** In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
- (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
- (c) upon the mutual agreement of both Parties to this Agreement; or
- (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

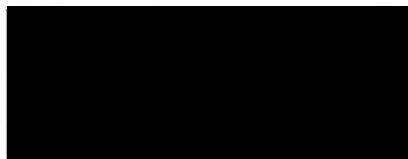
This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

Grant Farkes



To the Company:

BLOK Technologies Inc.
310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO
Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

David Alexander

Title:

CFO

CONSULTANT

Per:

Name:

Grant Farkes

Title:

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Grant Farkes

SERVICES TO BE PROVIDED BY CONSULTANT

- Communications and Business Development services

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Grant Farkes

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

Isidoro Alonso an independent consultant with offices at [REDACTED]
[REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1** The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2** Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1** This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1** In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
 - (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
 - (c) upon the mutual agreement of both Parties to this Agreement; or
 - (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1** Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

Isidoro Alonso



To the Company:

BLOK Technologies Inc.
310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO
Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

David Alexander

Title:

CFO

CONSULTANT

Per:

Name:

Isidore Alonso

Title:

Consultant

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Isidoro Alonso

SERVICES TO BE PROVIDED BY CONSULTANT

- International Relations advisory
- Corporate strategy
- Business intelligence

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Isidoro Alonso

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.

CONFIDENTIAL CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 2018 (the “**Effective Date**”).

BETWEEN

BLOK Technologies Inc., a company incorporated pursuant to the laws of the Province of British Columbia; with offices at 310 – 221 West Esplanade Ave., North Vancouver, BC, V7M 3J3

(the “**Company**”)

AND:

Saman Eskandari an independent consultant with offices at [REDACTED]

[REDACTED]
(the “**Consultant**”)

WHEREAS:

- A. The Company is a reporting issuer, the securities of which are listed for trading on the Canadian Securities Exchange (the “**Exchange**”);
- B. The Company wishes to engage the Consultant and the Consultant has agreed to be engaged to advise the Board of Directors of the Company on a stand-by basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agreed as follows:

1. Services

- 1.1** The Company hereby engages the Consultant to provide the services set out in Schedule A herein (the “**Services**”) to the Company, and the Consultant has agreed to provide the Services to the Company, subject to the terms and conditions described in this Agreement.
- 1.2** Subject to the lawful instructions and directions of the Board of Directors of the Company, the Consultant shall provide these services as required by the Board of

Directors. Consultant may be retained as a consultant by the Company, to provide additional consulting services if requested by the Company.

2. Term

- 2.1 This Agreement will extend from the Effective Date of this Agreement for a period of one year unless earlier terminated as hereinafter provided.

3. Relationship

3.1 Independent Contractor

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that the Consultant is not an employee of, partner of or in joint venture with the Company. The Consultant shall retain control over the manner and means by which it provides the Services, subject to the Company's specification of the results to be achieved.

3.2 Non-Exclusivity

The parties agree that the Consultant's engagement to provide the Services is non-exclusive. The Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.

3.3 Authority of the Consultant

The Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever.

4. Compensation

- 4.1 In consideration of the provision of the Services, the Company shall compensate the Consultant as set out in Schedule B herein.

5. Termination

This Agreement shall terminate automatically upon the expiry of the Term, including any extensions thereof. This Agreement may be terminated prior to the expiry of the Term:

- (a) upon the occurrence of any default by the Consultant, by the Company giving written notice to the Consultant specifying the nature of such default and upon the failure of the Consultant to fully cure or remedy such default within 15 days after the date of the written notice. For the purposes of this Agreement, a default by the Consultant shall be defined as the occurrence of any one or more of the following:

- (i) the Consultant fails to perform any of the Services in the manner or within the time required herein or commits a material breach of a provision of this Agreement; or
 - (ii) the Company, acting reasonably, determines that the Consultant is acting in a manner detrimental to the Company or has violated the obligation of the Consultant herein, to maintain the confidentiality of any information relating to the Company, or (ii) the Consultant while providing the Services violates any law, rule, regulation or any rule or policy of any stock exchange or trading facility upon which the Company's shares may be or become listed for trading;
- (b) by the Consultant, 15 days after having given notice to the Company of the failure of the Company to pay any of the amounts provided for in Sections 4.1 above, if such amounts remain unpaid at that time;
 - (c) upon the mutual agreement of both Parties to this Agreement; or
 - (d) by either party at any time upon giving the other party 30 days' prior written notice.

6. Confidentiality

- 6.1 Except as authorized or required to provide the Services, the Consultant shall not disclose or reveal to any person any of the trade secrets, secret or confidential operations, processes or dealings, or any information concerning the organization, business, finances, transactions, technical innovations or other affairs of the Company of which it becomes aware during the Term. The Consultant shall keep secret all confidential information entrusted to it and shall not use or attempt to use this information in any manner that might injure or cause loss, either directly or indirectly, to the Company's business. This restriction shall continue to apply after the termination of this Agreement.

7. Miscellaneous

7.1 Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.2 Waiver and Consents

No consent, approval or waiver, express or implied, by any party hereto, to or of any breach or default by another party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other party of the same or any other obligations of such other party. The failure of a party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of the breach or default of the other and shall not be construed to waive or limit the need for such consent or approval in any other instance.

7.3 Indemnification

Company shall indemnify Consultant from all costs, claims and lawsuits which Consultant may be required to pay or defend arising from a material misrepresentation by Company of any information relied upon by Consultant and which Consultant, without knowledge of such misrepresentation, provided to anyone.

7.4 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and all disputes arising under this Agreement shall be referred to the Courts of the Province of British Columbia.

7.5 Assignment and Amendments

This Agreement may not be assigned by a party without the prior written consent of the other party. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

7.6 Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or facsimile transmission during normal business hours of the recipient or, if mailed, upon the first to occur of actual receipt or 48 hours after being placed in the mail, postage prepaid, registered or certified mail, respectively addressed to the Company or the Consultant as follows:

To the Consultant:

Saman Eskandari



To the Company:

BLOK Technologies Inc.

310 – 221 West Esplanade Ave
North Vancouver, BC
Canada V7M 3J3

Attention: David Alexander, CFO
Email: david@bloktechinc.com

or such other address as may be specified in writing to the other party, but notice of a change of address shall be effective only upon the actual receipt.

7.7 Time of the Essence

Time is of the essence of this Agreement.

7.8 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 instrument. Facsimile signatures are acceptable and binding.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

BLOK TECHNOLOGIES INC.

Per:

Name:

David Alexander

Title:

CFO

CONSULTANT

Per:

Name:

Saman Eskandari

Title:

SCHEDULE A – SERVICES

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Saman Eskandari

SERVICES TO BE PROVIDED BY CONSULTANT

- Marketing, Website Management and Branding services

SCHEDULE B – COMPENSATION

to Confidential Consulting Agreement
made effective this 1st day of June 2018 between BLOK Technologies Inc.
and Saman Eskandari

In consideration of the provision of the services set out in Schedule A, the Company shall compensate the Consultant in the following manner:

- a) During the period from the Effective Date to the end of the Term, the Consultant shall be paid a yearly consulting fee in advance of \$37,500 plus GST in lawful money of Canada.



LINK MEDIA, LLC

BILL TO:

BLOK Technologies Inc.
310 – 221 West Esplanade Ave.
North Vancouver, BC V7M 3J3

DESCRIPTION

Total

WIRE INSTRUCTIONS

Link Media, LLC

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective the 6th day of August 2018 by and between Link Media LLC (the “Consultant”) and BLOK Technologies Inc. (the “Client”).

WHEREAS, the Consultant is in the business of preparing, from publicly available information, advertisements (each an “Advertisement”) consisting of profiles of corporations, usually those in their development stage, whose common stock is publicly traded and generally quoted on the Over-the-Counter Bulletin Boards and Pink Sheets, and posting such profiles on its Epicstockpicks.com, WallStreetAlerts.org, Stockoftheweek.net, and/or TheWolfPennyStocks.com websites for a designated period and disseminating the same in its free newsletter (the “Services”); and

WHEREAS, the Client wishes to retain the Consultant to provide the Services; and

WHEREAS, the Consultant is ready, willing and able to render the Services to the Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

Consulting Services. The Client hereby retains the Consultant to perform the Services with respect to BLOK Technologies Inc. (trading symbol “BLPFF.PK”) (the “Company”), and the Consultant hereby accepts and agrees to such retention. Through the Client’s company president, client shall approve the content of the Advertisement prior to its dissemination by the Consultant. Consultant does not make any representation about the response, if any, to the public release of the Advertisement for the Company. Consultant shall provide its Services in a professional manner using reasonable commercial efforts, and it shall be liable to Client only for its gross negligence.

It is acknowledged and agreed by the Client that the Consultant carries no professional licenses, and is not rendering, or undertaking to render, any legal or investment advice nor is it acting as an investment advisor or broker/dealer within the meaning of the applicable federal and state securities laws. The Client acknowledges and agrees that (a) it and its affiliates each have relied and will continue to rely on the advice of its own legal, regulatory, and securities law advisors for all matters and (b) neither the Client nor any of its affiliates has received, or has relied upon, the advice of Consultant or any of its affiliates regarding legal, regulatory, or securities law matters.

The Services of the Consultant shall not be exclusive to the Client, and the Client acknowledges that Consultant will be performing similar Services for other clients and Consultant shall be free to perform Services for such other persons.



1. **Independent Contractor.** Nothing contained herein shall be considered as creating a relationship of agent-principal, employer-employee or joint venturers between the Consultant and either the Client or the Company. The Client shall not make social security, worker's compensation or unemployment insurance payments on behalf of Consultant. Consultant at all times shall act hereunder as an independent contractor and not as a fiduciary of the Client. The engagement of Consultant hereunder is not deemed to be on behalf of, and is not intended to confer rights upon, the Company or any stockholder of the Company or any other person not a party hereto as against Consultant or any of Consultant's members, directors, officers, agents or employees.

2. **Compensation.** As consideration for the performance of the Services hereunder, upon the date of the execution and delivery of this Agreement the Client shall pay to the Consultant the sum of USD \$175,000.00 in cash via wire. Such consideration shall be deemed earned in full upon receipt and shall be nonrefundable in the event of the termination of this Agreement for any reason whatsoever. Consultant shall be responsible for all out-of-pocket expenses incurred or paid in connection with its performance of the Services hereunder.

3. **Termination.** This Agreement shall automatically terminate upon the bankruptcy or insolvency of the Client or the Consultant. Consultant may terminate this Agreement at any time upon the occurrence of any material adverse change in the business or affairs of the Company or upon the occurrence of any event which causes Consultant to believe that the Advertisement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading.

4. **Work Product.** All information and materials produced for the Client shall be the property of the Consultant, free and clear of all claims thereto by the Client or the Company, and the Client and the Company each shall have no claim of authorship therein.

5. **Information.** In connection with Consultant's performance of its Services Consultant will rely on the Company's press releases and the Company's most recent reports, if any, filed with the Securities and Exchange Commission and/or System for Electronic Document Analysis and Retrieval (SEDAR) (collectively, the "Company Information"). The Client hereby acknowledges and agrees that, in performing its Services hereunder, Consultant will be using and relying on the Company Information without independent verification thereof. The Client, by its authorization or approval of the Advertisement and its release, represents and warrants to Consultant that, to its knowledge, the Advertisement is complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The Client agrees to promptly notify Consultant upon the occurrence of any material adverse change in the business or affairs of the Company or upon the occurrence of any event which causes Client to believe that the Advertisement contains any untrue statement of a material fact or omits to



state a material fact necessary to make the statements therein not misleading.

6. **No Broker-Dealer Activities.** The Client acknowledges that it understands that Consultant is not a registered broker-dealer or investment advisor and will not engage in any activities on behalf of the Client that require it to be registered as a broker-dealer or investment advisor. Nothing contained herein shall be deemed a commitment or undertaking of any kind on the part of Consultant or any of its affiliates to underwrite, sell, place or purchase any securities, to provide any debt or equity financing or to participate in any transaction, or a recommendation to buy or sell any securities.

7. **Disclaimer of Responsibility.** In no event or circumstances shall the Consultant be liable or be made liable for any expense incurred or loss suffered by the Company as a consequence of Consultant's performance of the Services. In no event shall Consultant be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or in tort.

8. **Indemnification.** In connection with engagements such as this, it is the policy of the Consultant to receive indemnification and contribution. In executing this Agreement, the Client agrees to the provisions with respect to Consultant's indemnity and other matters set forth in Annex A attached hereto, which are incorporated herein and made a part hereof.

9. **Representations.** Client represents that it is not a party to any existing agreement that will conflict with this Agreement.

The Client further represents that all information that it provides to the Consultant is truthful, accurate and complete.

The Client also represents that it has the full power, authority and ability to enter into this Agreement.

10. **Notices.** Any notice or other communication required or permitted to be given to either party hereunder shall be in writing and shall be given to such party at such party's address set forth below or such other address as such party may hereafter specify by notice in writing to the other party. Any such notice or other communication shall be addressed as aforesaid and given by (a) certified mail, return receipt requested, with first class postage prepaid, (b) hand delivery, or (c) reputable overnight courier. Any notice or other communication will be deemed to have been duly given (i) on the fifth (5th) day after mailing, provided receipt of delivery is confirmed, if mailed by certified mail, return receipt requested, with first class postage prepaid, (ii) on the date of service if served personally or (iii) on the business day after delivery to an overnight courier service, provided the notifying party specifies next day delivery and receipt of delivery has been confirmed:

If to the Client:

BLOK Technologies Inc.
310 – 221 West Esplanade Ave.
North Vancouver, BC V7M 3J3

If to Consultant:

[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

11. **Waiver of Breach.** Any waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which will not be delayed or withheld unreasonably; provided that the Client shall not be required to consent to any assignment by Consultant of its cash and compensation payable pursuant to Section 4 hereof. Any assignment without such consent, when required, shall have no legal validity; subject to the foregoing, this Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

13. **Governing Law and Jurisdiction.** The internal laws, without regard to conflicts of laws principles, of the State of New York shall govern all questions concerning the construction, validity, interpretation and performance of this Agreement. Each party voluntarily submits to the exclusive jurisdiction of the United States District Court, Southern District of New York, in any action or proceeding with respect to this Agreement, but if such Court lacks subject matter jurisdiction then each party voluntarily submits to the exclusive jurisdiction of the courts sitting in New York City, Borough of Manhattan, having subject matter jurisdiction. Each party hereto waives, and agrees not to assert, any objection that it may have to the location of the aforesaid New York court in which an action or proceeding has been commenced in connection with this Agreement and further waives any right it may have to a trial by jury. The Client agrees that it may be served by registered mail with process at its address set forth herein in Section 11 above for the giving of notice, as from time to time changed on notice duly given.

14. **Entire Agreement.** This Agreement contains the complete agreement between the parties with respect to the subject matter hereof and supersedes any prior proposals, understandings, agreements or representations by or between the parties, written or oral.

15. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by any court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Waiver and Modification.** Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties hereto.



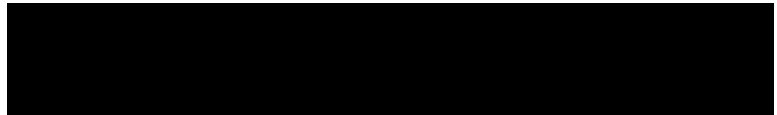
17. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, and all such counterparts taken together shall constitute one and the same instrument. Any signature on this Agreement communicated by facsimile transmission shall be binding upon the party transmitting it. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have a duly executed and delivered this Agreement, effective as of the date set forth above.

LINK MEDIA LLC



BLOK TECHNOLOGIES INC.



Print Name: Rob Dawson

Position: CEO