

VENDOR SERVICES AGREEMENT

MADE EFFECTIVE THE 15TH DAY OF MARCH 2016

BETWEEN:

CRESTVIEW STRATEGY INC

("THE CONTRACTOR")

AND: KAREN LIN

("the Vendor")

(Each hereinafter may be referred to as a "Party" or collectively as "the Parties").

I. Description of services

2.01 The Vendor shall provide the work and services as further described in Attachment "A";

III. Contract term

3.01 This Agreement shall commence on March 15, 2016 and ends on July 15th 2016.

3.02 This Agreement may be renewed or extended at any time on terms agreed to by both Parties in writing.

~~**3.03** Notwithstanding section 3.01, either party shall have the option to terminate this agreement by way of written notice to the other party with such termination not to take effect until three (3) days after receipt by either party of such a notice; written notice can be effected by e-mail to the e-mail address provided by the parties to each other.~~

IV. Changes

4.01 No changes to this Agreement shall be made except as agreed to by the Parties in writing.

V. Term

5.01 This contract will take effect from the 15th day of March , 2016 and terminates on the 15th day of July 2016 with the option for the Parties by mutual agreement to extend this contract for a further period or periods of time;

5.02 In the case of termination by the Contractor, all outstanding or accrued fees and disbursements to the date of termination shall be paid by Crestview to the Vendor within Sixty(60) days of receipt by Contractor from the Vendor of all final satisfactory accounts on that basis;

5.03 Upon termination of the Agreement, the Vendor, shall incur no further expenses related to this agreement, except as may be expressly set out in writing by the Contractor;

VI. Liability for damages

~~6.01~~ The Vendor shall be liable for all damages to third parties, or to the Contractor, caused by either Party in the performance of this contract.

~~6.02~~ The Vendor shall indemnify and save harmless the Contractor from and against any and all claims, losses, damages, costs (including legal fees), actions, causes of action arising out of or resulting from the Vendor's performance of its obligations under the Agreement including its principals, employees, agents, servants or contractors whether or not such claims, losses, damages, costs (including legal fees), actions, or causes of action arise during the term of this Agreement.

6.03 Notwithstanding the above, in no event shall either Party be responsible to the other Party for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

VII. Fees and Expenses

7.01 The Vendor shall charge fees, plus applicable taxes, for all work and services performed by it or its principals or employees as described in Attachment "B";

VIII. Confidentiality

9.01 Unless otherwise agreed by the Parties, the Vendor acknowledges and agrees that the services provided by it to the Contractor under this Agreement place it in a position of trust and confidence with respect to both the Contractor and one or more of its clients ;

9.02 The Vendor acknowledges that the Contractor directly or indirectly owns, possesses or controls certain information of a confidential nature (including trade secrets, information of a technical nature and business nature relating to its strategies, administration, marketing, financial and/or other activities), which is confidential both to it and one or more of its clients. All such information and any materials embodying such information whether disclosed verbally, visually, or otherwise within the

~~scope of the Agreement, shall be considered by the Contractor as either the Contractor's or one or more of its clients' proprietary and confidential information ("Confidential Information") and the Vendor shall deliver to the Contractor any such confidential information including any confidential materials in its possession forthwith ;~~

- 9.03 The Vendor shall use all reasonable efforts to protect the Confidential Information and keep it confidential. In particular, the Vendor shall not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party without the Contractor's prior written consent. The Vendor shall disclose the Confidential Information only to those persons who have a need to know for the purpose of this Agreement, so long as such persons are made aware of and agree to abide by these confidentiality provisions. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent certain Confidential Information is required to be disclosed by the receiving party as a matter of law or by order of a court, provided that the receiving party uses reasonable efforts to provide the disclosing party with prior notice of such obligation to disclose and reasonably assists in obtaining a protective order therefore;
- 9.04 Within fifteen (15) days after (i) the receipt by the Contractor of a written request to return the Confidential Information, or (ii) the completion of the Services hereunder (as applicable), all of the Confidential Information and all copies thereof in possession or control of the Vendor will be returned to the Contractor or destroyed by the party in possession of the Confidential Information at the instruction of the Contractor. The parties will each then (a) certify the same in writing and (b) confirm in writing that, to the best of its knowledge and understanding no copies have been retained by the party, its employees, agents or subcontractors.
- 9.05 The Vendor will use commercially reasonable efforts to segregate and contain materials embodying Confidential Information of the Contractor that is not licensed for use in providing the Services;
- 9.06 The provisions of this section shall be read in conjunction with that certain Confidentiality and Ethical Conduct Agreement between the parties and dated the 12th day of February 2016 with the terms of it incorporated into and forming part of this Agreement.

X. Acts of God and public authority

10.01 Neither Party shall be held responsible for damages caused by delay or failure to perform or observe any covenant, undertaking, obligation or condition in this Agreement when such delay or failure is due to act of God, inevitable accident, fire, flood, lockout, strike, or other labour dispute, riot or civil unrest, wars, acts of public authorities (including law enactment, regulation, rule, order, etc.) or other cause of similar or different nature beyond the control of the Parties

10.02 Notwithstanding any other term of this Agreement, neither Party shall be held responsible for damages caused by its actions or omissions compelled by law, regulation, or other public authority.

XI. Contractor status

11.01 The Contractor and the Vendor are not partners nor are they engaged in a joint venture. Neither Party is the agent, representative, or employee of the other Party and nothing in this Agreement shall be construed to create any relationship between them other than an independent contractor relationship.

11.02 As an independent contractor, the Vendor declares and warrants that it is responsible for making all deductions, contributions and payments prescribed by law, including those relating to its employees. The Vendor also warrants that the Contractor may not be held responsible for deductions or payments of any nature whatsoever concerning the Vendor, its employees or any person on its behalf except as otherwise expressly set out in writing.

XII. Notices

12.01 All notices and consents required or which may be given under this Agreement will be deemed to have been duly given (i) when delivered by hand; (ii) three calendar days after being mailed by registered or certified mail, return receipt requested; or (iii) when received by the addressee, if sent by facsimile transmission or by email or by express delivery service (receipt requested), in each case addressed to a Party, care of the person who signed this Agreement at the address indicated in the description of

the Parties above (or to such other address as designated in writing by a Party to the other Party).

XIII. Assignment

13.01 Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party save and accept the Contractor will have the unlimited power and authority to grant such assignment to any company or person associated with the Contractor and will provide to the Vendor the notice of any such assignment.

XIV. Benefit of Agreement

14.01 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective successors and permitted assignees of each;

14.02 Any Intellectual Property created as a result of the Vendor's performance of the services contemplated by this agreement shall be the exclusive property of the Contractor, and the Vendor agrees to assign to the Contractor (or as the Contractor may direct at any time during or after the term of this Agreement) any rights in or access it may have gained to any such Intellectual Property;

14.03 Intellectual Property means all present and future rights throughout the world conferred by statute, common law or equity in or in relation to inventions, discoveries, innovations, know how, technical information and data, prototypes, processes, improvements, patent rights, circuitry, drawings, plans, specifications, copyright, trade mark rights, design rights, plant variety rights and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered, or patentable. These include all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights.

XV. Severability

15.01 If any provision of this Agreement or the application thereof to any circumstances is held to be invalid or unenforceable, the remaining provisions or the application thereof to other circumstances shall not be

affected thereby and shall be held valid to the full extent permitted by law.

XVI. Entirety of Agreement & bidding processes

16.01 This Agreement and any Attachment(s) hereto that are specifically referred to in the Agreement, represent the entire Agreement between the Parties and supersede all prior negotiations, representations, proposals or agreements or bids whether written or oral whatsoever.

16.02 Any amendment to this Agreement shall be in writing and signed by both Parties.

XVII. Governing law and forum

17.01 This Agreement, including the performance and enforceability hereof, shall be governed by and construed in accordance with the laws of the province of Ontario and with the federal laws of Canada applicable therein.

17.02 The Parties consent to the exclusive jurisdiction of the courts sitting in Ontario, for any action or suit related to this Agreement;

IN WITNESS WHEREOF, the Contractor and the Vendor have caused this Agreement
to be signed and delivered by their duly authorized representatives in duplicate, all as
of the date first written herein.

The Contractor

The Vendor

Per: _____

Name:

Title:

Address:

Telephone:

E-mail:

Per:  _____

Name: Karen Lin

Title:

Address: 649 Constellation Drive,
Mississauga, Ontario, L5R 2W7

Telephone:

E-mail:

Attachment A

.General organizational duties as directed by the Contractor and any of its authorized staff or employees; including: creation and eventual direction of a community advocacy organization; recruiting members and other activists; providing advice, documents and organizational support; media and public advocacy work as director by the Contractor and any of its authorized staff or employees.

Attachment B

Monthly fees in the amount of Five Thousand (\$5,000) Dollars plus any applicable GST/HST. The Vendor shall render each monthly invoice in arrears eg; the Invoice for services in March of 2016 shall be rendered no earlier than April 1, 2016 and the same for each and every month of services thereafter.