

CO-OP TEMPORARY EMPLOYMENT AGREEMENT

Dated for Reference May 22, 2018

BETWEEN:

COPPERLEAF TECHNOLOGIES INC., 2920 Virtual Way, Suite 140, Vancouver, BC, Canada V5M 0C4
(the "Company")

AND

Jun Hao Fan, 3557 Hastings St, Port Coquitlam BC V3B 6J4
(the "Employee")

We are pleased to confirm your temporary employment with Copperleaf Technologies Inc. (the "Company") as a Co-op Software Developer. The purpose of this Agreement is to confirm our understanding of the terms of your employment with the Company. Those terms are the following:

1. **Position:** Your employment with the Company will commence on September 4, 2018 and subject to section 14, shall end on May 3, 2019. You will be employed on a temporary full time basis by the Company as a Co-op Software Developer. You may be directed to perform other duties from time to time by the management of the Company (the "Services"). You report to Michael Coury.
2. **Hours of Work:** The Company's normal working week is Monday to Friday, 8 hour days exclusive of lunch breaks. You understand and agree that the Company is a "High Technology Company" and that you are employed as a "High Technology Professional" as those terms are defined by the British Columbia *Employment Standards Act* and *Regulations*. You further understand and agree that your hours of work will vary and may be irregular and will be those hours required to meet the objectives of your employment. You understand and agree that the compensation described in this Agreement compensates you for all hours worked.
3. **Policies:** You agree that you will comply with the Company's policies as amended from time to time.
4. **Remuneration:** Your monthly salary is \$3,400 (the "Salary"), payable in bi-monthly instalments, in arrears, and is subject to normal statutory deductions.
5. **Probationary Period:** There is no probationary period.
6. **Vacation:** 4% vacation pay will be added to each pay installment.

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7. **Work Location:** You will be working from the Vancouver office. All direct expenses incurred by you to carry out the Services will be reimbursed by the Company in accordance with its expense reimbursement policies and procedures.
8. **Confidential Information:**
- (a) You agree that, as a consequence of your employment with the Company and for the more effective performance of your duties, you will be provided with access to confidential and proprietary information and knowledge relating to the business of the Company including, but not limited to, computer hardware, computer software (in object code and source code form), script, programming code, data, information, engineering designs, communications technology and protocols, product specifications and design, pricing and cost data, business strategies, customer requirements, unpublished corporate financial information, trade secrets, know-how, methodologies and processes relating to the Company's products and services as well as third party information which the company has a duty to keep confidential ("**Confidential Information**").
 - (b) You agree that you will not, either during your employment with the Company or after the termination of your employment with the Company, except in the proper course of your duties pursuant to such employment, use or disclose to any person, firm, corporation or other entity any Confidential Information which may have come to your knowledge, and after the termination of your employment, for any reason whatsoever, you will not at any time or for any purpose use any Confidential Information which you may have acquired during the course of your employment by the Company. You acknowledge that any such use or disclosure of Confidential Information would be harmful to the Company.
9. **Ownership and Return of Confidential Information:** You understand and agree that any document containing Confidential Information supplied by the Company to you or which may come to your knowledge during the course of your employment with the Company shall remain the property of the Company. Upon termination of your employment with the Company, for any reason whatsoever, you will immediately return all Confidential Information to the Company and will not thereafter disclose any such information to third parties.
10. **Proprietary rights of the Company**
- (a) You agree that you do not own and hereby transfer to the Company, its related, affiliated or associated companies, and its licensors, all of your rights, title and interest in and to all software or other intellectual property including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information, engineering designs, methodologies or processes which you develop or provide in the course of providing the Services, all copyrights, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto as well as any modifications or enhancements to any such proprietary information which you develop in the course of providing the Services ("**Company Materials**"). You hereby waive your moral rights in and to any copyrights subsisting in the Company Materials and its Confidential Information.
 - (b) All correspondence, reports, studies, recommendations, notes and material whatsoever relating to the business or clients of the Company are and will remain the property of the Company.
 - (c) Nothing in this Agreement will grant to you any right to sell, licence or disclose all or any portion of Company Materials except as otherwise agreed by yourself and the Company.

11. **Survival and Obligations:** You understand and agree that the obligations set forth in paragraphs 8, 9, and 10 are continuing obligations and will remain operative and in full force and effect and will survive the termination of your employment with the Company.
12. **Reasonableness of Restrictive Covenants:** You acknowledge and agree that the covenants, restrictions and agreements contained in this Agreement are reasonable. You also acknowledge and agree that in the event of a breach or threatened breach of any of the provisions of this Agreement, the Company may be subject to irreparable harm for which damages would be an inadequate remedy. As a result, you agree that the Company, in addition to any other legal remedies available to it, will be entitled to immediate injunctive relief to prevent such breach or threatened breach.
13. **Termination:**
- (a) You may terminate your employment by providing the Company with two (2) week's written notice. The Company may elect to waive the requirement that you provide notice, by providing pay for the remainder of your notice period.
 - (b) The Company may terminate your employment at any time for just cause without notice or payment in lieu of notice.
 - (c) The Company may terminate your employment at any time without cause by giving you two (2) week's written notice or pay in lieu of notice.
14. **Severability:** You agree that in the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this Agreement which will continue to be in full force and effect.
15. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter dealt with herein.

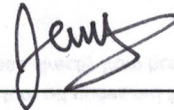
Please signify your acceptance of these terms by signing and returning the enclosed copy of this Agreement to the undersigned by 5pm on May 25, 2018.

Yours truly,
Copperleaf Technologies Inc.



Stan Coleman

I agree to the terms set out in this agreement, this 23 day of May, 2018.



Jun Hao Fan