SERVICE AGREEMENT

THIS AGREEMENT WITNESSES that, in consideration of the premises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Origin and the Client (each, a "Party" and collectively, the "Parties"), the Parties agree as follows:

Article 1

DEFINITIONS

In this this document,

1.1 "Origin" means Origin Sustainability Inc.

1.2 "Client" means the party retaining services from Origin.

1.3 "Agreement" means this Service Agreement;

1.4 "Service Authorization" means a Service Authorization between Origin and the Client.

1.5 "Services" means any work provided by Origin to the Client.

1.6 "Aggregation and Management Services" means the services provided by Origin in aggregating carbon credits from the Client with credits of other parties, managing such credits on the Client's behalf, and exercising discretion in the sale of such credits in order to maximize value. These services include the commercialization, monetization, and sale of credits, and the remittance of net proceeds to the Client. Management services may also include Regulatory registration and reporting if required by the Client.

1.7 "Brokerage Services" means the services provided by Origin in facilitating transactions for the sale or purchase of carbon credits, including identifying, introducing, and matching prospective buyers and sellers, assisting with transaction structuring, and coordinating the negotiation and execution of sale and purchase agreements, it being understood that the Client retains sole discretion to approve or reject any transaction prior to execution.

1.8 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications, or right to apply, for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world.

Article 2

APPLICATION

2.1 This Agreement only applies to Clients who have an entered into a Service Authorization and/or have completed a Service Authorization with Origin.

Article 3

SERVICE AGREEMENT versus SERVICE AUTHORIZATION

3.1 This Service Agreement (the "Agreement") shall govern the provision of products and services (the "Services") to the Client ("Client") by Origin as of the Service Authorization Effective Date (both as designated in the applicable Service Authorization). In the event of any conflict between the terms of any Service Authorization and the terms of this Agreement, the terms of this Agreement shall control.

Article 4

SERVICES

4.1 Origin shall act in the best interest of the Client to maximize the value of their carbon credits.

4.2 For Credit Aggregation and Management services, Origin maintains full discretion on credit sales decisions.

4.3 For Broker services, Origin will act as a facilitator and intermediary of transactions. The Client maintains full discretion of sales/purchase decisions prior to the execution of any contract. Once a sale/purchase contract is executed, the Client shall be bound by its terms.

4.4 By signing the Service Authorization, the Client represents and warrants to Origin that the party signing the Service Authorization has the authority to bind the Client to the terms of this Agreement and the Service Authorization. Each Service Authorization so executed will be deemed to be incorporated into, and subject to, the terms of this Agreement.

4.5 Origin will not be obligated with representing the Client until a Service Authorization and a Representation Agreement form have been signed.

Article 5

PAYMENT

5.1 For Aggregation and Management services, Origin shall monetize carbon credits on behalf of the Client and remit net proceeds (less applicable Fees) on an annual basis. The proceeds net of commissions paid will be transferred to the Client prior to December 31 each year. Origin's Fees are based on revenue generated by the sale of the Client's carbon credits and are outlined in the Service Authorization form.

5.2 For Brokerage services, Origin shall act solely as facilitator and intermediary by matching prospective sellers with prospective buyers. Origin will subsequently invoice the Client for applicable Fees. Origin's Fees are based on revenue generated by the sale/purchase of the Client's carbon credits and are outlined in the Service Authorization form.

5.3 Origin will disclose to the Client the applicable Fees charged for the sale/purchase of the Client's carbon credits.

5.4 Unless otherwise provided, all monetary amounts are in **Canadian dollars (CAD).**

5.5 In the event that it becomes necessary for Origin to take legal action to collect amounts due but unpaid by the Client, and the Client is found liable for all or some of such amounts, the Client agrees it will indemnify Origin for the actual legal costs Origin incurs based on full indemnity or on a solicitor and own Client basis.

5.6 Notwithstanding anything else in this Agreement, the Parties agree that Origin may change its standard Fee rates, and therefore the Fees specified in each applicable Service Authorization, upon written notice to the Client, provided that Origin provides the Client written notice of such increase at least 15 days prior to the effective date of such increase.

Article 6

CONFIDENTIALITY

6.1 During the course of providing Services throughout the term of this Agreement, Origin and the Client may each come into possession of confidential and proprietary materials of the other Party including, without limitation, the other's Client lists, marketing information, materials, patents, trademarks, copyrights, any process, model, trade secrets, inventions, discoveries, designs, techniques or developments now or hereafter existing, or which may arise during and from the Services or other property or intellectual property accumulated or developed in connection with the Services, or otherwise (all, collectively, the "Confidential Information").

6.2 Origin and the Client acknowledge that Confidential Information is the exclusive property of the disclosing Party and shall not be divulged or made accessible to any third party, or used for any purpose, other than as required for the performance of the receiving Party's obligations under this Agreement or to comply with any request or requirement by law, regulation, bylaw or rule.

6.3 Upon expiration or termination of this Agreement for any reason, the Parties agree to promptly return or destroy any and all documentation relating to the other Party's Confidential Information that is in the Party's possession or under its control, in whatever format it may be maintained and to provide an acknowledgement of or evidence of destruction as requested by the disclosing Party.

6.4 Subject to Section 3.2, Origin will not disclose any Confidential Information of the Client to a third party except as is required to perform the Services, including to compile and submit compliance reports on behalf of the Client.

6.5 Obligations to maintain the confidentiality of Confidential Information shall survive the termination of this Agreement.

Article 7

WARRANTY

7.1 Origin warrants that the Services will be provided in a professional and workmanlike manner, and in conformity with generally prevailing industry standards applicable to the Province of British Columbia (the "Warranty").

7.2 The Warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties that Origin will return the same proceeds from credit sales year over year, in accordance with the Services provided.

Article 8

INDEMNIFICATION

8.1 Origin shall defend, indemnify and hold harmless the Client and its officers, directors, shareholders, employees, agents, contractors, subcontractors, successors and assigns from and against any losses, damages, costs, expenses, liabilities and claims arising out of or resulting from Origin's breach of any representation, warranty or obligation of Origin set forth in this Agreement.

8.2 The Client shall defend, indemnify and hold harmless Origin and its officers, directors, shareholders, employees, agents, contractors, subcontractors, successors and assigns from and against any losses, damages, costs, expenses, liabilities and claims arising out of or resulting from the Client's breach of any representation, warranty or obligation of the Client set forth in this Agreement

ARTICLE 6

ETHICAL BUSINESS PRACTICES

6.1 Origin shall ethically conduct itself in the execution of the Services. Origin has a duty to act in the best interests of the Client.

Article 7

LIMITATION OF LIABILITY

7.1 The Parties agree that neither Party will be subject to, or liable for, any claim for indirect, consequential, exemplary, aggravated, special or punitive damages, whether or not such Party has been advised of the possibility of such damages

7.2 Except as otherwise provided in Section 7.3, in no event will Origin's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts that Origin has invoiced the Client for the Services.

7.3 The limitations in Section 7.2 shall not apply to damages or liabilities to the extent covered by Origin's insurance.

Article 8

NON-SOLICITATION

8.1 From the date of this Agreement until the expiry of a period of 12 months after the termination of this Agreement, neither Party will, either directly or indirectly solicit, attempt to solicit, recruit, interfere with, entice away or otherwise attempt to obtain the withdrawal of any employee of the other Party, or communicate with any employee of the other Party for such purpose.

8.2 Notwithstanding anything to the contrary, the following are not considered "solicitation" by a Party and do not violate this Article 8: (i) general advertisements or job postings (including website postings) not targeted at such persons covered by 8.1; and (ii) employees or consultants of the other Party who already left their employment prior to being solicited for employment, provided that the Party did not induce such persons to leave their employment.

Article 9

TERMINATION

9.1 This Agreement shall remain in force and effect until terminated in accordance with the provisions of this Article 9.

9.2 The Client may terminate any Service Authorizations issued hereunder at any time, without cause, by providing Origin 30 days advance written notice. In the event of termination without cause, the Client agrees to pay Origin all amounts owing up to the date of such termination as outlined in the Service Authorization (including, but not limited to Fees and Preapproved Expenses), without setoff, reduction or claim of any sort or kind.

9.3 Either Party may terminate this Agreement in the event of the other Party's breach, provided however, that the terminating Party has given the other Party at least 5 business days' written notice of and the opportunity to cure the breach, and such breach remains uncured at the expiration of the applicable notice period. Termination for breach shall not preclude the terminating Party from exercising any other remedies for breach provided for in this Agreement.

9.4 The rights and obligations of the Parties set forth in Articles 3, 7, 8 and 9 and any other right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiry of this Agreement will survive the termination or expiration of this Agreement.

Article 10

CHOICE OF LAW

10.1 The Parties expressly direct, acknowledge and agree that any dispute, issue or question of interpretation, claim or cause of action (whether in contract, equity, tort or statute) based on, arising out of or in any way connected to the terms of this Agreement shall be construed and interpreted pursuant to the laws of British Columbia and the federal laws of Canada applicable therein.

10.2 The Parties expressly direct, acknowledge and agree that any dispute, issue or question of interpretation, claim or cause of action (whether in contract, equity, tort or statute) based on, arising out of or in any way connected to the terms of this Agreement, will be after any informal dispute resolution including escalation to executive management, shall be determined by confidential arbitration in the City of Vancouver, British Columbia, Canada. Notwithstanding the foregoing, any request for injunctive relief, is subject to the exclusive jurisdiction of the province and federal courts of British Columbia and each of the Parties hereby attorns to the exclusive jurisdiction of the courts located in Vancouver, British Columbia.

Article 11

ENTIRE AGREEMENT

11.1 This Agreement, along with each properly executed Service Authorization, constitutes the entire agreement between the Parties regarding the subject matter hereof. All prior negotiations and dealings regarding the Agreement are superseded by and merged into this Agreement, as herein provided.

11.2 No amendment, modification or revision of this Agreement or any Service Authorization shall be effective unless made in writing and signed by authorized representatives of both Parties who have actual authority to amend, modify or revise this Agreement.

Article 12

CHANGE OF SERVICE

12.1 Any material changes to Rate, Term, or Services, will be outlined in a new Service Authorization and must be signed by the Parties.

12.2 All other terms and conditions of the Agreement between Origin and the Client which are unchanged by this Service Authorization shall remain in full force and effect.

Article 13

SEVERABILITY

13.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions.

Article 14

ASSIGNMENT

14.1 This Agreement may only be assigned with the written consent of both Parties. A change in control of the voting shareholder of the Client shall be deemed to be an assignment under this Agreement.

14.2 This Agreement, and every Service Authorization, shall be binding upon and accrue to the benefit of the Parties and their respective legal representatives, trustees, administrators, successors and assigns.

ENFORCEMENT

14.3 The failure of either Party to insist upon strict performance of a provision or to exercise any right hereunder shall not be construed as a waiver of such Party's right to rely on such provision or assert any such right in that or any other instance.

Article 15

NOTICES

15.1 Any demand, notice or other communication to be given in connection with this Agreement or any Service Authorization shall be given in writing and shall be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

to : **Origin Sustainability Inc.**
301 - 1665 Ellis Street, Kelowna, BC, Canada V1Y 2B3
Attention: Jon Muller & Alex Norman
E-Mail: jon@originsustainability.ca; alex@originsustainability.ca

or to such other address or e-mail address as a Party may specify by notice given in accordance with this section.

Article 16

REPRESENTATION OF AUTHORITY

16.1 The signatory for each Party represents and warrants that s/he has the power, authority and right to enter into and deliver this Agreement on behalf of the Party and bind the Party to the terms herein. The execution, delivery and performance of this Agreement by each Party will not require the approval of any additional Party.

Article 17

INDEPENDENCE OF PARTIES

17.1 Neither Party shall be or represent itself to be an agent, employee or partner of the other, or as being engaged in any joint venture or other similar business arrangement with the other, nor shall either Party have or represent itself to have any power or authority to act for, bind or commit the other.

17.2 The Parties acknowledge and agree that, notwithstanding any contrary interpretation of any term of this Agreement, the Services herein provided by Origin, or otherwise, are provided and performed as that of an independent contractor to, and not as an employee of, the Client. It is expressly understood and agreed by the Parties that no relationship between Origin and the Client, is intended to be, nor shall be inferred or deemed to be, that of an employee / employer.

Article 18

ADDITIONAL ASSURANCES AND DOCUMENTS

18.1 The Parties further agree to execute, acknowledge and deliver to each other, or procure the execution, acknowledgment and delivery to each other of any and all further documents and other instruments, in form approved by counsel for each of the Parties, acting reasonably, necessary or expedient to carry out and effectuate the purposes and intent of the Parties as herein expressed.

Article 19

FACSIMILE, E-MAIL AND COUNTERPART EXECUTION

19.1 The Parties may decide to deliver any documents related to this Agreement or any notices required by applicable law by email or other electronic means. By accepting this Agreement, the Parties consent to receive such documents and notices by email or other electronic delivery and agree to participate through an on-line or electronic system established and maintained by the Client or a third party designated by the Client. The Parties shall be entitled to rely upon delivery of an executed facsimile or e-mail copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement between the Parties. This Agreement may be executed in counterparts and all executed counterparts together shall constitute one agreement.

Article 20

ADVERTISING and PUBLIC ANNOUNCEMENTS

20.1 The Client grants Origin permission to release information with respect to the existence of this Agreement and the Services in its advertising, marketing, public relations and similar publications,

including but not limited to, marketing brochures, website, press releases, case studies, or references. Released Information may include, but is not limited to, the User's name, employer, employer logo, and job title at the time of their Usage.

Article 21

BROKERAGE SERVICES

21.1 The Client agrees, acknowledges, and understands that Origin does not take title to any futures, or derivative contract or any physical commodity or other property (collectively, 'Brokered Products') that is the subject of any transaction and cannot guarantee delivery of the Brokered Products.

21.2 It is further agreed, acknowledged, and understood that Origin will be acting only as an agent or intermediary with respect to any transaction, not as principal, and, as such, shall have no beneficial interest in any transaction and, therefore, shall not receive any of the benefits, or be responsible in any way for any of the obligations, of any principal with respect to any transaction brokered under this Agreement.

21.3 Origin does not and cannot assess the legal capacity of counterparties to enter into contracts relating to the transaction(s), guarantee the delivery of any Brokered Products subject to the transaction(s), or assess the creditworthiness of counterparties. Origin will not verify or monitor independently the Client's or counterparty's credit limits and the Client is solely responsible for the settlement of each transaction and for any and all losses resulting from the transaction.

21.4 Origin may be accepting a fee from both parties to any transaction for the sale or purchase of the Brokered Products. It is recognized and agreed by the parties that acceptance by Origin of a fee from both parties to any transaction is a customary practice in the industry and does not represent a conflict of interest.