

**THIS INVESTOR RELATIONS AGREEMENT** made the 14<sup>th</sup> day of December 2015.

BETWEEN:

**Highmark Marketing Inc.**, a corporation duly incorporated according to the laws of the Province of British Columbia, having a place of business at 800-1199 West Hastings St., Vancouver, BC V6E 3T5;

(the “**Company**”)

AND:

**R & R Consulting Inc.**, a corporation duly incorporated according to the laws of the Province of British Columbia, having a place of business at 2000 – 1177 West Hastings, V6E 2K3;

(the “**Consultant**”)

**WHEREAS:**

- A. The Company is focused on bringing the health benefits of natural and herbal remedies to the market,
- B. The Company wishes to engage the Consultant. to provide investor relations services to the Company on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto as follows:

**NOW THEREFORE THIS AGREEMENT** witnesses that the parties mutually agree as follows:

**1. ENGAGEMENT**

- 1.1 Subject to the terms and conditions below, the Company engages the Consultant to provide the investor relations services set out in section 2.1 (the “Services”).
- 1.2 The Consultant’s obligation to perform the Services and the Company’s obligation to pay the remuneration to the Consultant will commence on December 15<sup>th</sup>, 2015 (the “Effective Date”) and will continue for a term of 12 months from the Effective Date unless earlier terminated in accordance with Article 6 (“Termination”).
- 1.3 The parties may renew this Agreement at the end of the Term by agreement in writing for any further term to which the parties may agree.

**2. SERVICES**

- 2.1 Subject to the direction of the Company, the Consultant will use its best efforts to promote the the Company on the Internet and, without limitation, will provide investor relations services to the

Company with the general objective of expanding the interest and awareness of existing and potential investors and the brokerage and financial community by:

- (a) developing a modest advertising program on Internet investment sites with the purpose of generating investor leads;
- (b) developing, maintaining and monitoring a program to create investor awareness of the Company on the Internet and to keep those investors updated and informed through regular communications;
- (c) increasing awareness of the Company by approaching and engaging with online writers and financial commentators;
- (d) doing all things required to foster and enhance a positive reputation for the Company in the online marketplace.

2.2 The Consultant will perform the Services in a diligent, professional, and efficient manner to preserve and enhance the Company's corporate image and will faithfully devote the time, effort and ability necessary to perform the Services.

2.3 The Consultant will perform the Services in a manner that is compliant with all applicable securities legislation, regulation, rules, and policies in Canada and the United States.

### **3. CONSIDERATION**

3.1 Upon execution of this Agreement, the Company shall pay to the Consultant the sum of CDN \$50,000 for services rendered to the Company, Which includes corporate finance advice and the provision of a contract list of potential investors located throughout Canada. A further amount of \$3,500 per month is payable by the Company to the Consultant for continued services throughout the term

### **4. SHARE PURCHASE OPTIONS**

4.1 The Company grants to the Consultant the right and option (the "Option") to purchase 500,000 common shares of the Company (the "Optioned Shares") for 12 months commencing on the Effective Date (the "Option Term"), unless the Services have been terminated earlier and the provisions of section 6 apply, at an exercise price of \$0.05 per Optioned Share.

4.2 The Consultant may exercise the Options during the Option Term by:

- (a) giving notice in writing to the Company, which notice will specify the number of Optioned Shares for which the Option is being exercised; and
- (b) paying the purchase price, payable by wire transfer or certified cheque or bank draft to the Company against delivery to the Consultant or as directed by him of the certificates representing the Optioned Shares so purchased, free of any resale restrictions.

4.3 If, at the close of business on the last day of the Option Term, the Consultant has not exercised the Option in full, the Option will expire.

4.4 Nothing in this Agreement will oblige the Consultant to purchase any Optioned Shares except those Optioned Shares for which the Consultant has exercised the Option.

4.5 If there is an alteration of the Company's capital as constituted on the date of this Agreement, including any consolidation, subdivision, or conversion of the Company's common shares into or for a greater or lesser number of shares of the same or another class or as a result of the Company's merger with any other company, at any time before the expiry of the Option Term, the number of Optioned Shares to be delivered to the Consultant will be increased or decreased proportionately as if the Option had been exercised before the date of the alteration or merger.

4.6 The Company may cancel the Option if it is required to do so by the Canadian Securities Exchange or any other securities commission.

## **5. RELATIONSHIP OF THE PARTIES**

5.1 The services to be performed by the Consultant are personal in character and the Consultant cannot assign either this Agreement or any rights or benefits arising under it. In performing the Services, the Consultant will operate as and will have the status of independent contractor and will not act or hold himself out as or be an agent of the Company.

## **6. TERMINATION**

6.1 Either party may terminate the Services, at any time on 30 days' prior written notice to the other party. The parties agree that, upon the termination of the Services at the end of the Term or at any other time, any Options that have not been exercised prior to the close of business on the day in which notice is deemed to have been given, will expire.

6.2 On termination of the Services for any reason, the Consultant will deliver to the Company all documents pertaining to the Company or its Business, including without limitation all correspondence, reports, contracts, data bases related to the Company, and anything included in the definition of "Work Product", set out in section 7.1.

## **7. CONFIDENTIALITY**

7.1 All reports, documents, concepts, and products, together with any business contracts or any business opportunities prepared, produced, developed, or acquired by the Consultant, directly or indirectly, in connection with the Consultant performing the Services (collectively, the "Work Product") will belong exclusively to the Company, which will be entitled to all rights, interest, profits, or benefits of the Work Product.

7.2 The Consultant will not make any copies, summaries, or other reproductions of any Work Product or any other written or printed information about the Company or its Business without the Company's prior written permission, provided that the Consultant may have one copy of the Work Product for his own use during the Term.

7.3 The Consultant will not disclose any information, documents, or Work Product that is developed by the Consultant or to which it may have access by virtue of his performance of the Services to any person not expressly authorized by the Company for that purpose. The Consultant will comply with any directions the Company may make to ensure the safeguarding or confidentiality of all information, documents, and Work Product.

7.4 The Consultant may not disseminate or distribute any of the Work Product or any other written or printed information about the Company or its Business to the media, members of the public, shareholders of the Company, prospective investors, members of the investment or brokerage community, securities regulators, or any other third party, without the Company first reviewing and approving the Work Product or other information before dissemination or distribution.

**8. NOTICES**

8.1 Any notices to be given by either party to the other will be sufficiently given if delivered personally or transmitted by email or if sent by registered mail, postage prepaid, to the parties at their respective addresses shown on the first page of this Agreement, or to any other addresses as the parties may notify to the other from time to time in writing. This notice will be deemed to have been given at the time of delivery, if delivered in person or transmitted by email, or within three business days from the date of posting if mailed from Vancouver, British Columbia.

**9. GENERAL PROVISIONS**

9.1 Each party will sign and deliver all other documents and do all other things that the other party may reasonably request to carry out the terms, conditions, and intent of this Agreement.

9.2 Time is of the essence of this Agreement.

9.3 The parties may sign this Agreement in counterparts, which parts will be read together and construed as if all the signing parties had signed one copy of this Agreement.

9.4 This Agreement will enure to the benefit of and be binding on the parties to this Agreement and their respective successors and permitted assigns.

9.5 If any provision of this Agreement is determined to be void or unenforceable in whole or in part, that provision will be deemed not to affect or impair the validity of any other provision of this Agreement and the void or unenforceable provision will be severable from this Agreement.

9.6 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the parties irrevocably attorn to the courts of that jurisdiction.

9.7 This Agreement is subject to the approval of the Canadian Securities Exchange.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**HIGHMARK MARKETING INC.**

/s/ Marc Branson  
Per: \_\_\_\_\_  
Authorized Signatory

**R & R CONSULTING INC.**

/s/ Richard Penn  
Per: \_\_\_\_\_  
Authorized Signatory