

Finder's Fee Agreement

THIS AGREEMENT is made dated as of December 15, 2024 by and between Sandra Parmelee (the "Consultant"), a corporation whose primary residence is located at #327-29th street, West North Vancouver, BC V7N 4L6 and XR Immersive Tech Inc. ("**Buyer**"), a British Columbia company having its registered offices at 750 West Pender Street - Suite 401, Vancouver, BC, ("**Client**")

The following represents mutual agreement, in consideration of each other's promises or acts with respect to the Finder's Fee Agreement. The Consultant has introduced and/or will introduce potential Investors to the Client in return for the Client's agreement to pay the Consultant (or nominee) compensation for these introductory services if an investment is made. Therefore, the parties herein agree as follows:

1. **Investor.** The "registered" Investors, i.e. those investors which the Consultant will introduce to the Client, will be named and listed by separate documents, shall be governed by, and included under the provisions of this Agreement as if included herein.
2. **Fee.** Should an Investor purchase, invest and/or loan monies, properties, patents (or anything of value) toward any of the Client, regardless of the form such proceeds are so invested, then the Client agrees to pay the Consultant finder's fee of \$300,000 by the issuance of 400,000 shares at a deemed price per finder's share of 75 cents.
3. **Limited of Service.** This Agreement relates solely to the Consultant's services as a diner in introducing the Client to prospective investors. There are no additional services that the Consultant is required to perform to be entitled to the above compensation in the event an investment is made. The Consultant will not engage in any negotiations whatsoever on behalf of the Client or any investor. Nor will the Consultant provide the Client or any investor with information which may be used as a basis for such negotiations. The Consultant will have no responsibility for nor will the Consultant make recommendations concerning the terms, conditions or provisions or any agreement between the Client and an investor, including the manner or means of consummating the transaction. The Consultant accepts responsibility to pay for damages for losses arising as a direct result of the Consultant's own gross negligence or willful default arising out of this Agreement, but the Consultant's liability shall not exceed actual fees paid to the Consultant by the Client, in the aggregate, in respect of all such services performed in connection with this Agreement.

THE CONSULTANT REPRESENTS THAT IT IS NOT A LICENCED SECURITIES DEALER, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, SELLING OR TRADING SECURITIES.

4. **Miscellaneous.** This Agreement shall be binding upon all parties and their respective estates, heirs, successors and permitted assigns. This Agreement may be changed only by the written consent of all parties. This Agreement may not be assigned by either party without the written

consent of the other. This Agreement is the entire agreement between the Consultant and the Client. Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, then the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney fees and costs of enforcing or collecting any judgment awarded. The judgment by any court of law that a particular section of this Agreement is illegal shall not affect the validity of the remaining provisions. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

For and on behalf of: By:

Name: Sandi Parmelee

Title: Consultant

For and on behalf of

consultant By:

Name: Sandra Parmelee

Title: Consultant