

## COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("**Agreement**") is made and entered into as of June 16, 2020 (the "**Effective Date**")

**AMONG:**

**INFLUENCERS INTERACTIVE INC.**, a corporation existing under the laws of the Province of British Columbia ("**Influencers**")

-and-

**JOLT SOLUTIONS LTD.**, a corporation existing under the laws of Malta ("**Jolt**")

-and-

**JESSE MENZIES**, a businessperson ("**Menzies**")

-and-

**SAXON SHADFORTH**, a businessperson ("**Shadforth**" and, together with Menzies, the "**Principals**")

**WHEREAS**, Influencers, Jolt and the Principals (collectively, the "**Parties**") acknowledge and agree that Influencers is in the business of developing and marketing a consumer facing online and mobile social gaming product, and sports betting and casino products in the emerging global regulated sports betting and casino markets (the "**Business**");

**AND WHEREAS**, Influencers desires to expand its Business into the global market;

**AND WHEREAS**, the Parties acknowledge and agree that the Principals are highly experienced in the Business, and have unique knowledge of the operations, opportunities, and key professional gaming contacts in the global online gaming industry;

**AND WHEREAS**, the Parties desire to establish a collaboration whereby Jolt will provide certain services, as more particularly defined in Article II of this Agreement, in order to assist and facilitate the development of the Business into global markets, and Influencers will commit capital moneys and DB Promotion (as defined herein) in order to facilitate the development of the Business into global markets; and

**AND WHEREAS**, Influencers will grant Jolt equity in Influencers and a monthly compensation in connection with the services Jolt provides under this Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I**  
**GENERAL MATTERS**

**1.1 Definitions.**

In this Agreement, the following terms will have the meanings set out below unless the context requires otherwise:

“**Active Consideration**” means any business activity, the expansion into which has been proposed, and at the time in question is actively and earnestly being considered, by the management or board of directors of Influencers.

"**Affiliate**" of a Party has the meaning ascribed thereto in the *Business Corporations Act* (Ontario).

"**Agreement**" means this Collaboration Agreement.

"**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order or any consent, exemption, approval or license of any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the Services, Influencers, Jolt, and their respective Affiliates, as the case may be.

"**Bankruptcy Proceeding**" means, in relation to Jolt: (a) the making of an assignment or arrangement for the benefit of creditors; (b) the filing by Jolt of a petition or commencement of proceedings under any bankruptcy or similar law, or having such a petition filed or proceeding commenced with respect to Jolt by another person, where such petition or proceeding of such other person is not dismissed for a period of 30 calendar days; (c) the levy of an attachment for execution against the whole or any material part of its assets; (d) Jolt becoming insolvent or unable to pay its debts as they generally become due as determined by a court of competent jurisdiction; or (e) Jolt stops, suspends or threatens to stop or suspend payment of all or a material part of its indebtedness or begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of its indebtedness.

“**Business**” has the meaning set forth in the recitals.

“**Change of Control**” means any of the following:

- (a) there is a direct or indirect acquisition by a person or group of persons acting jointly or in concert of the voting securities of Influencers, that when taken together with any voting securities owned directly or indirectly by such person or group of persons at the time of the acquisition, constitute 50% or more of the outstanding voting securities of Influencers;
- (b) the completion of a merger, amalgamation, arrangement, business combination or similar transaction (a “**Transaction**”) with any other person or entity (other than a subsidiary of Influencers) resulting in a new person, group of persons or entity owning 50% or more of the outstanding voting securities of Influencers;
- (c) the sale, lease or transfer of all or substantially all of Influencers’ assets; or
- (d) there occurs a change in the composition of the board of directors of Influencers, which occurs at a single meeting, or a succession of meetings occurring within six (6) months of each other, of the shareholders of Influencers, whereby such individuals who were members of the board of directors immediately prior to such meeting or succession of

meetings cease to constitute a majority of the board of directors without the board of directors, as constituted immediately prior to such meeting, approving of such change.

Notwithstanding the foregoing, a Change of Control shall be deemed not to have occurred in the event of a reverse takeover transaction pursuant to which Influencers would merge with or otherwise acquire, directly or indirectly, a publicly traded company, and as a result Influencers' shares would be listed on a recognized stock exchange.

**"Confidential Information"** means all trade secrets and information that is not generally known outside of Influencers or information that would be reasonably considered confidential or proprietary to Influencers and/or its clients, partners, investors, suppliers, subsidiaries, and affiliates, and includes, without limitation:

- (a) customer or client lists, customer or client contact information, and customer or client personal information (including without limitation health related information);
- (b) all or any portion of analysis, notations, plans, compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents created, developed, prepared, received, obtained, or generated or derived from such information, data, documents, agreements, files or other materials by Jolt in connection with Jolt's engagement with Influencers;
- (c) Influencers' business plans, marketing plans, financial plans, pricing plans, strategies, supplier information, processes, techniques and approaches, course curricula, and content or materials received by Influencers under obligations of confidentiality;
- (d) source code, inventions, technical documentation, ideas, methodologies, and know-how; and
- (e) other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

**"Company Internet Account"** has the meaning set forth in Section 15.4.

**"Customers"** means all customers and clients of Influencers, during the term of Jolt's engagement with Influencers, which were known by Jolt or which Jolt ought reasonably to have known.

**"DB Promotion"** has the meaning set forth in 2.5.

**"Deliverables"** has the meaning set forth in Section 15.1.

**"Designated Representative"** has the meaning set forth in Section 4.1(a).

**"Effective Date"** has the meaning set forth in the recitals.

**"Event of Default"** has the meaning set forth in Section 16.4.

**"Further Indemnified Party"** has the meaning set forth in Section 14.3.

**"Governmental Authority"** means any: (a) multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, statutory body, commission, board, bureau or agency; (b) self-regulatory organization, regulatory authority, administrative tribunal or authority; (c) subdivision, agent, commission, board or

authority of any of the foregoing; or (d) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Indemnified Party**" has the meaning set forth in Section 14.1.

"**Indemnifying Party**" has the meaning set forth in Section 14.1.

"**Influencers**" has the meaning set forth in the recitals.

"**Influencers Shares**" has the meaning set forth in Section 3.1.

"**Influencers Options**" has the meaning set forth in Section 3.4.

"**Losses**" means any loss, injury, liability, damage, cost, expense (including reasonable legal and consulting fees and disbursements), or deficiency of any kind or nature, suffered or incurred by a Party, including in respect of any proceeding, assessment, judgment, settlement or compromise relating thereto.

"**Menzies**" has the meaning set forth in the recitals.

"**Monthly Fees**" has the meaning set for in Section 3.2.

"**Parties**" has the meaning set forth in the recitals.

"**Principals**" means Menzies and Shadforth, the principals of Jolt.

"**Regulatory Approval**" means all requisite approvals by a Regulatory Authority to conduct the Business.

"**Regulatory Authority**" means any applicable government entity regulating or otherwise exercising authority with respect to the development of the Business.

"**Representative**" has the meaning set forth in Section 10.2(c).

"**Services**" has the meaning set forth in Section 2.1.

"**Shadforth**" has the meaning set forth in the recitals.

"**Social Media Influencer Agreement**" has the meaning set forth in Section 2.5.

"**Termination Date**" has the meaning set forth in Section 16.5.

## 1.2 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are stated in lawful money of Canada and "\$" refers to Canadian dollars.

## 1.3 Interpretation Not Affected by Headings or Party Drafting

The division of this Agreement into articles, sections, paragraphs, subparagraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules hereto and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or

ancillary hereto. The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

#### **1.4 Inclusive Language**

The words "include", "includes" and "including" and other derivations thereof shall be read as if followed by the phrase "without limitation".

#### **1.5 Number and Gender**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith: (a) words in the singular number include the plural and such words will be construed as if the plural had been used; (b) words in the plural include the singular and such words will be construed as if the singular had been used; and (c) words importing the use of any gender include all genders where the context or Party referred to so requires, and the rest of the affected sentence will be construed as if the necessary grammatical and terminological changes had been made.

#### **1.6 Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

## **ARTICLE II** **SERVICES**

#### **2.1 Services of Jolt**

Commencing on the Effective Date and continuing until this Agreement is terminated, Jolt will provide the following services (the “**Services**”)

- (a) Jolt shall facilitate and guide the international development of the Business by among other things, sourcing legal gaming opportunities for Influencers in various jurisdictions and facilitating any potential launch of gaming initiatives into such jurisdictions, and assisting with the launch of the real money gaming offering into the United States;
- (b) Jolt shall oversee, facilitate, and integrate acquisitions into Influencers;
- (c) Jolt shall source potential promotional opportunities and partnerships for Influencers among its international network of gaming industry contacts;
- (d) Jolt shall oversee, facilitate, and manage Influencers’ product development of poker; and
- (e) Jolt shall provide technical product oversight.

#### **2.2 Performance Standards**

- (a) Jolt shall:

- (i) ensure that the Services meet the reasonable quality standards of Influencers as communicated by Influencers to Jolt;
- (ii) devote Jolt's best efforts to serving Influencers in rendering the Services;
- (iii) perform all Services in a professional and workmanlike manner in accordance with industry standards for similar services, and in compliance with all applicable federal, provincial, territorial, and municipal laws and regulations;
- (iv) act in the best interest of Influencers when performing the Services;
- (v) not infringe the intellectual property rights of any third party in its performance of the Services;
- (vi) perform the Services and such other acts incidental thereto as are reasonable, necessary, and proper in the discharge of its duties under this Agreement;
- (vii) determine the manner and means by which it performs the Services, including but not limited to the time devoted to the Services and the locations from which the Services are performed;
- (viii) devote such time, attention, and energy as is necessary to implement and comply with its obligations under this Agreement;
- (ix) except as otherwise set forth in Section 2.1 of this Agreement, furnish, at its own expense, the equipment, supplies, tools, and other materials to perform the Services;
- (x) make itself available for consultation with Influencers at such times and places as are mutually agreeable to Parties;
- (xi) perform other services that the Parties agree to from time to time; and
- (xii) cause Jolt's personnel to comply with this Section 2.2.

### **2.3 Non-Exclusive Relationship**

- (a) Notwithstanding Section 9.2, Jolt may perform work for third parties during the term of this Agreement if:
  - (i) such work is not for a company or person engaged in a business enterprise in competition with that of the Business (as then carried on or then under Active Consideration by Influencers); and
  - (ii) such work for a third party does not breach or violate the terms and conditions of this Agreement.

### **2.4 Explicitly Permitted Activities**

Without limiting the generality of Section 2.3(a), and notwithstanding Section 9.2, Influencers acknowledges and agrees that the activities, transactions and relationships identified in Schedule "A" to this Agreement shall be permitted hereunder and deemed not to be in breach of Sections

2.3, 8.1, 8.2, 8.3 or 9.2. Influencers further acknowledges and agrees that neither Jolt nor its Principals will have an obligation to share with Influencers any confidential information respecting permitted activities under Section 2.3(a) or activities, actions and relationships identified in Schedule “A” to this Agreement.

## 2.5 Dan Bilzerian Promotion

The Parties acknowledge that Influencers has entered into a social media influencer agreement with Dan Bilzerian (the “**Social Media Influencer Agreement**”). Under the terms of the Social Media Influencer Agreement, Influencers can rely on Dan Bilzerian to promote and endorse the Influencers brand both offline and online (the “**DB Promotion**”). The Parties acknowledge and agree that the Parties shall harness the DB Promotion to expand the Business, and Jolt shall harness the DB Promotion in completion of the Services.

## ARTICLE III COMPENSATION

### 3.1 Influencers Shares

- (a) Within seven (7) days of the Effective Date, Influencers shall issue 12,729,333 common shares in the capital of Influencers at a deemed price of \$0.02 (“**Influencers Shares**”) to Jolt, or as Jolt shall direct, for its services under this Agreement. For greater certainty, the Influencers Shares will not be paid for in cash by Jolt.
- (b) Jolt shall enter into restricted rights agreements with respect to the Influencers Shares in substantially the form appended hereto as Schedule “B”.

### 3.2 Monthly Fee

- (a) Subject to the terms and conditions of the Agreement, Influencers shall pay Jolt \$33,334 per month, pro-rated for partial months (the “**Monthly Fee**”), starting effective June 1, 2020.
- (b) The Parties agree that the payment of Monthly Fees will commence following the completion of the reverse take-over transaction with Fairmont Resources Inc., but that the Monthly Fees will have commenced to accrue starting June 1, 2020.

### 3.3 Invoicing

- (a) Except as provided in Section 3.2(b), Jolt shall invoice Influencers for the Monthly Fees on the first day of each calendar month in advance with respect to that month. The invoice shall be pro-rated for any partial months.
- (b) All invoices shall be sent directly to: [ckwan@partumadvisory.com](mailto:ckwan@partumadvisory.com)
- (c) Influencers is not responsible for any misdelivered invoices.
- (d) Except as provided in Section 3.2(b), all payments due pursuant to the provisions of this Section 3.3 shall be due and payable within five (5) calendar days of the invoice date.

### 3.4 Stock Options

- (a) Subject to Section 3.4(d), Influencers shall issue to Jolt, or as Jolt shall direct, options (“**Influencers Option**”) at such price and quantum equivalent to what senior managers of Influencers will receive following the reverse take over transaction with Fairmont Resources Inc. Each Influencer Option will be subject to the below terms.
- (b) The Influencers Options issued under this Agreement will vest quarterly over 36 months from date of issuance.
- (c) Vested Influencers Options must be exercised within 12 months after termination of this Agreement, after which they are forfeited; except that if Influencers terminates this Agreement under Section 16.2(b), or if either Party terminates this Agreement under Section 16.2(c), all unvested Influencers Options will immediately stop vesting and any unvested Influencers Options will expire three (3) months after the Termination Date.
- (d) All unvested Influencers Options will vest immediately upon a termination of this Agreement pursuant to 16.2(a) or a termination by Influencers pursuant to Section 16.2(c);
- (e) All unvested Influencers Options will vest immediately upon a Change of Control.
- (f) The issuance of Influencers Options shall be subject to:
  - (i) Influencers implementing a stock option plan (in the form approved by Influencers);
  - (ii) The terms of the Influencer’s stock option plan then in effect from time to time;
  - (iii) The option award agreement to be entered into between Jolt and Influencers;
  - (iv) Applicable securities laws; and
  - (v) Approval of any stock exchange upon which Influencers’ securities are listed, either directly or through another vehicle.
- (g) Jolt acknowledges that if the exercise price of the Influencers Options is less than the fair market value of the underlying share on the date of grant and Influencers subsequently lists on a stock exchange, Jolt’s Influencers Options may be subject to a hold period or escrow per the requirements of such stock exchange and Jolt agrees to comply with such requirements.

### 3.5 Expenses

Influencers will reimburse Jolt for reasonable travel, hotel, subsistence, and other expenses incurred by Jolt and the Principals in the course of performing the Services provided that Jolt and the Principals comply with Influencers’ expenses policy in effect from time to time, a copy of which will be provided by Influencers to Jolt. Jolt shall provide Influencers receipts or appropriate



documentation upon request in order to be reimbursed for expenses unless Influencers specifically waives this obligation for proof of the expense incurred.

### 3.6 Payment Method.

Unless otherwise agreed by the Parties, all amounts due under this Agreement will be paid in Canadian dollars (CAD), by wire transfer in immediately available funds to accounts designated in writing by Jolt.

### 3.7 Taxes

- (a) All payments hereunder shall be exclusive of any taxes eligible thereon. Each party shall be responsible for taxes payable by such party in connection with this Agreement.
- (b) Subject to any Applicable Laws, the Parties shall cooperate with each other to minimize each other's applicable taxes and each Party shall use its commercially reasonable efforts to provide the other Party with any reasonable certificates or documents which are useful.

## **ARTICLE IV DESIGNATED REPRESENTATIVES**

### 4.1 Designated Representative.

- (a) Each Party shall appoint a representative that will have general oversight and management responsibility for the general administration of this Agreement and to whom the questions and concerns of each Party with respect to the rights, obligations and performance of this Agreement (each such person a "**Designated Representative**") shall be directed in the first instance. For greater certainty, each Designated Representative shall have decision-making authority and the ability to bind his or her respective Party. As at the Effective Date the Designated Representatives of each Party are as follows:

Influencers: Chris Neville

Jolt: Jesse Menzies

Each Party may change its Designated Representative upon five business days' prior written notice of such change to the other Party.

- (b) The Designated Representatives of each Party shall:
  - (i) generally review the performance of this Agreement and facilitate the cooperation of the Parties in the performance of this Agreement;
  - (ii) perform those obligations designated in the provisions of this Agreement as responsibilities of the Designated Representatives;
  - (iii) have overall responsibility for the consideration of any proposed amendment or modification to this Agreement; and
  - (iv) have such other responsibilities and obligations or perform such other duties as are expressly contemplated by this Agreement or as the Parties may mutually agree in writing from time to time.

**ARTICLE V**  
**PRE-EXISTING OBLIGATIONS**

**5.1 Payments.**

- (a) In addition to any amounts payable under this Agreement, Influencers agrees to, on or within three (3) business days of the closing of Influencers' reverse take-over transaction with Fairmont Resources Inc.:
  - (i) pay to Menzies Can \$150,003, in satisfaction of accrued fee payment obligations under Menzies's prior consulting arrangement with Influencers;
  - (ii) reimburse Menzies for expenses incurred by Menzies on Influencers' behalf in connection with Menzies's prior consulting arrangement with Influencers, in an amount up to US\$30,000;
  - (iii) pay to Shadforth Can\$2,204.96, as reimbursement for expenses incurred by Shadforth on Influencers' behalf in connection with Shadforth's prior consulting arrangement with Influencers; and
  - (iv) pay to Menzies Can\$274,770.19, in satisfaction of a debt owed by Influencers to Menzies, as further recognized under the share repurchase and cancellation agreement dated August 31, 2019 among Robert Muir, Influencers, Chris Neville and Menzies.

**ARTICLE VI**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Mutual Representations and Warranties.**

Each Party hereby represents and warrants to and in favour of, and covenants with, the other Party as follows, and acknowledges that the other Party is relying upon the following representations, warranties and covenants in connection with its execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder:

- (a) the Party is a corporation validly formed and existing in good standing under the laws of its jurisdiction of formation;
- (b) the Party has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action of the Party. This Agreement has been duly and validly executed by the Party, and constitutes a valid and binding obligation of the Party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity, regardless of whether asserted in a proceeding in equity or law;
- (c) the authorization of, execution and delivery of, and the performance by the Party of its obligations under, this Agreement and every other agreement or document to be entered into or delivered hereunder, will not constitute or result in the violation or breach of or default under, or cause the acceleration of, any obligations of the Party under:

- (i) any term or provision of the articles, by-laws or other constating documents of the Party;
  - (ii) the terms of any material agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which the Party is a party or by which it is bound, except as would not reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement;
  - (iii) any Applicable Law or consent or approval issued by a Governmental Authority, except as would not reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; or
  - (iv) any term or provision of any order of any court applicable to the Party, except as would not reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; and
- (d) the Party has conducted and is conducting its business in compliance in all material respects with all Applicable Laws and has held and maintained and will hold and maintain in good standing all necessary licenses, leases, permits, authorizations and other approvals necessary to permit it to conduct its business or to own, lease or operate its properties and assets, except where the failure to obtain any license, lease, permit, authorization or other approval would not have a material adverse effect on the Party.

## **6.2 Jolt's Representations and Warranties**

Jolt and its Principals hereby represent and warrant to Influencers, which representations and warranties shall survive the execution of this Agreement and the consummation of the transactions contemplated herein, that:

- (a) Jolt and its Principals are not aware of conditions and limitations which shall or might affect Jolt's performance of the Services, including all Applicable Laws, rules and regulations;
- (b) Jolt and its Principals have the skill, training and expertise as well as the types and quantities of equipment and other facilities necessary to commence, conduct and complete the Services in the manner contemplated herein;
- (c) Jolt and its Principals' performance of this Agreement and the engagement of Jolt with Influencers do not and will not breach any confidentiality, non-competition, non-solicitation, proprietary rights, or other agreement entered into by Jolt with any third party;
- (d) all Deliverables are and shall be Jolt's and its Principals' original work and do not and will not violate or infringe upon the intellectual property rights or any other rights whatsoever of any person, firm, corporation, or entity; and
- (e) all information provided by Jolt or its Principals to Influencers which Influencers relied upon prior to the Effective Date for the purposes of evaluating its engagement with Jolt was accurate and contained no untruths or misrepresentations.

**ARTICLE VII**  
**LIMITATION OF LIABILITY**

In no event shall Influencers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss). The foregoing limitations shall apply to the fullest extent permitted by law.

**ARTICLE VIII**  
**CONFLICTS OF INTEREST; DISCLOSURE**

**8.1 Conflicts**

Except as expressly disclosed in writing to Influencers in accordance with Section 8.2, each of Jolt and the Principals represents and warrants to Influencers that it is not under an obligation to any former employer or any other person or business that: (i) is in any way inconsistent with this Agreement or the performance of the Services under this Agreement; (ii) imposes any restriction on Jolt's activities with Influencers; or (iii) otherwise is in conflict, a potential conflict or a perceived conflict of Influencers' interests (collectively, "**Conflicts**").

**8.2 Disclosure**

Jolt and its Principals shall make full and complete disclosure to Influencers of the existence, nature and extent of any Conflicts that Jolt may have or which may arise during the Term, whether such Conflicts arise in Jolt's own right, or otherwise. The disclosure obligations provided in this Section 8.2 are continuing obligations of Jolt during the Term. Any transactions or relationships identified in Schedule "A" hereto shall be deemed properly disclosed in accordance with this Section 8.2, notwithstanding that Influencers does not consider these to be a Conflict.

**8.3 Business Opportunities**

Any business opportunities related to (a) the Business, or (b) any of the Confidential Information or Deliverables, which become known to Jolt or its Principals during the Term of this Agreement must be fully disclosed and made available to Influencers by Jolt without delay, and Jolt agrees not to take or omit to take any action if the result would be to divert from Influencers any opportunity which is within the general scope of its Business. Notwithstanding the foregoing, Jolt or a Principal, as the case may be, shall be free to pursue an opportunity in its or its own right if:

- (a) the business opportunity has been disclosed and made available to Influencers in accordance with this Section 8.3; and
- (b) either (i) Influencers has waived its right to pursue such opportunity or (ii) 15 business days have elapsed from the date of disclosure and Influencers has not provided notice to Jolt that it intends to pursue the opportunity.

In the event Jolt pursues a business opportunity which is not in accordance with this Section 7.3, Influencers shall be entitled to all profits and fees earned by Jolt in connection with such business opportunity.

**ARTICLE IX**  
**NON-SOLICITATION AND NON-COMPETE**

**9.1 Non-Solicit**

Jolt, and its Principals, shall not, during the Term and for a period of one (1) year thereafter, in any capacity or manner, whether directly or indirectly, individually or jointly or in conjunction with any person:

- (a) solicit any Customer or knowingly assist any person directly or indirectly to solicit any Customer, if that solicitation is intended or calculated to obtain the custom, business, or trade of that Customer for a business that competes with Influencers anywhere in the world;
- (b) induce or attempt to induce any Customer to reduce or curtail its business with Influencers or to terminate its relationship with same;
- (c) induce or encourage any employee or contractor to leave the employment or engagement of Influencers or authorize, assist, approve or encourage any such action by any other person; or
- (d) hire or attempt to hire or otherwise solicit any employee or contractor of Influencers or authorize, assist, approve or encourage any such action by any other person.

**9.2 Non-Compete**

Jolt, and its Principals, during the term of the Agreement and for a period of six (6) months following the termination of this Agreement, shall not, in any capacity or manner, whether directly or indirectly, individually or in partnership or otherwise jointly or in concert with any other person:

- (a) advise, be engaged by, be interested in, employed by, be concerned or associated with, or carry on;
- (b) lend money to, provide financial assistance to, or guarantee the debts or obligations of; or
- (c) permit his, her, or its name or any part of that name to be used or employed by any person in connection with,

a business that competes in any manner with the Business (as then carried on or then under Active Consideration by Influencers) in any jurisdiction.

Notwithstanding the foregoing, nothing herein shall prohibit Jolt or the Principals from (i) being a passive owner of less than 5% of the outstanding stock of a corporation of any class which is publicly traded, so long as Jolt or the Principal, as the case may be, has no direct or indirect participation in the business of such corporation or (ii) any activities, actions or relationships identified in Schedule "A" to this Agreement.

**9.3 Use of Confidential Information**

Without limiting the generality of Article X, Jolt and its Principals shall not use any Confidential Information, directly or indirectly: (a) to circumvent Influencers' contractual relationships with its

Customers or suppliers; or (b) in a manner which would, or likely would, be to the detriment of Influencers.

**ARTICLE X**  
**CONFIDENTIAL INFORMATION**

**10.1 Confidentiality Obligations of Jolt**

Jolt and its Principals shall use the Confidential Information or copies thereof only for the purpose of Jolt's engagement with Influencers and shall not directly or indirectly, either during the engagement or at any time after termination of this Agreement, howsoever arising:

- (a) use any Confidential Information or make use of any copies or summaries thereof for Jolt's own benefit or purposes, or for the benefit or purposes of any other person whatsoever; or
- (b) disclose any Confidential Information or copies or summaries thereof to any person whatsoever.

**10.2 Exceptions**

The restrictions in section 10.1 do not apply to any Confidential Information:

- (a) which is or becomes available to and known by the public, other than as a result of Jolt's unauthorized disclosure or material breach of this Agreement;
- (b) whose disclosure is consented to by Influencers;
- (c) which is disclosed to Jolt's or a Principal's subsidiaries, directors, officers, employees, agents or advisors (including, attorneys, accountants, consultants, bankers and financial advisors) (collectively, "**Representatives**"), provided that each such Representative agrees to treat such information as confidential.
- (d) which was available to Jolt on a non-confidential basis before Jolt's engagement commenced; or
- (e) which has been or is independently developed by Jolt without violating any of the obligations under this Agreement or without use of, or reference to, the Confidential information or copies or summaries thereof.

### **10.3 Responsibilities**

Jolt shall be responsible for protecting the confidentiality of the Confidential Information and shall:

- (a) keep the Confidential Information and copies and summaries thereof in its possession strictly confidential as long as they remain confidential;
- (b) use its best efforts to prevent the use or communication of any Confidential Information or copies or summaries thereof in its possession by any person; and
- (c) inform Influencers immediately on becoming aware or suspecting that any unauthorized person knows or has used any Confidential Information.

### **10.4 Compelled Disclosure**

If, either during or after Jolt's engagement, Jolt is compelled or required to disclose any Confidential Information or copies thereof by law or court order or pursuant to any requirement, request or process of any legal, regulatory or governmental authority, Jolt shall:

- (a) give Influencers immediate prior written notice of such requirement, request or process so that Influencers may seek an appropriate protective order or other remedy; and
- (b) cooperate with Influencers to obtain such protective order or other remedy.

### **10.5 Ownership**

All Confidential Information and copies and summaries thereof are the exclusive property of Influencers.

## **ARTICLE XI EQUITABLE RELIEF**

Jolt hereby agrees that breach, or threatened breach, of Section 9.1, Section 9.2, and Article X of this Agreement may cause Influencers irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Influencers shall be entitled to injunctive relief against such breach or threatened breach in any court of competent jurisdiction, without proving actual damage or posting a bond or other security.

## **ARTICLE XII NON-DISPARAGEMENT**

The Parties shall not reveal, disclose, use or cause to be revealed, disclosed or used any information or material with respect to the other Party (which term shall, for the purposes of this Article XI include the Party and its affiliates and their respective officers, directors, shareholders, agents and employees) which is or may reasonably be expected to be injurious to any of the other Party's interests. Without limiting the generality of the foregoing, the Parties shall privately and publicly support each other and not make any

private or public statement of the business affairs, policies or the like of the other Party that disparages the other Party, directly or indirectly, in any respect.

### **ARTICLE XIII GOODWILL**

All goodwill established by Jolt or its Principals or that may be established by Jolt with clients, customers, suppliers, principals, shareholders, investors, collaborators, strategic partners, licensees, contacts or prospects of Influencers relating to the business or affairs of Influencers (or of its partners, subsidiaries or affiliates), both before and after the Effective Date, shall, as between Jolt and Influencers, be and remain the property of Influencers exclusively, for Influencers to use, alter, vary, adapt and exploit as Influencers shall determine in its discretion.

### **ARTICLE XIV INDEMNIFICATION**

#### **14.1 Mutual Indemnification**

Subject in all cases to the limitations of liability expressly set out in this Agreement, each Party (each, an "**Indemnifying Party**") agrees to indemnify, defend or hold harmless the other Party, its Affiliates and each of their respective officers, directors, employees, agents, representatives, successors, and assigns (each, an "**Indemnified Party**") from any and all Losses arising from or in connection with any of the following:

- (a) any material inaccuracy of any representation or warranty given by the Indemnifying Party in this Agreement or any agreement, instrument or document executed in connection with this Agreement;
- (b) any breach by the Indemnifying Party of any covenant or provision of this Agreement, including any breach by the Indemnifying Party that was caused by or contributed to by any act or omission of its Affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns; and
- (c) the failure of the Indemnifying Party, its Affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns to comply with Applicable Law in the performance of its obligations hereunder.

#### **14.2 Conditions to Indemnity.**

Each Party's agreement to indemnify and hold the other harmless pursuant to Section 14.1 is conditioned upon the Indemnified Party: (a) providing written notice to the Indemnifying Party of any claim, demand or action arising out of the indemnified activities within 30 calendar days after the Indemnified Party has knowledge of such claim, demand or action; (b) permitting the Indemnifying Party to assume full responsibility to investigate, prepare for and defend against any such claim or demand; (c) assisting the Indemnifying Party, at the Indemnifying Party's reasonable expense, in the investigation of, preparation of and defense of any such claim or demand; and (d) the Indemnifying Party not compromising or settling such claim or demand without the Indemnified Party's prior written consent, unless such settlement includes as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party a complete release from all liability in respect of such claim or litigation; *provided, however,* that, if the Party entitled to indemnification fails to promptly notify the Indemnifying Party pursuant to the foregoing clause (a), the Indemnifying Party shall only be relieved of its indemnification



obligation to the extent it is prejudiced by such failure and provided further that the Indemnified Party is not obligated to notify the Indemnifying Party of claims, demands and/or actions made directly against the Indemnifying Party only. Notwithstanding the foregoing, if in the reasonable judgment of the Indemnified Party, such suit or claim involves an issue or matter which could have a materially adverse effect on the business, operations or assets of the Indemnified Party, the Indemnified Party may waive its rights to indemnity under this Agreement and control the defense or settlement thereof, but in no event shall any such waiver be construed as a waiver of any indemnification rights such Indemnified Party may have at law or in equity.

### **14.3 Further Indemnification of Jolt and the Principals.**

Influencers agrees to indemnify and hold harmless Jolt and the Principals, their respective Affiliates and their respective officers, directors, employees, agents, representatives, successors, and assigns (each, a “**Further Indemnified Party**”) from any and all Losses directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the Business or operations of Influencers hereunder; provided, however, such indemnity shall not apply to any portion of any such Losses that arise from the Services or any element of the Business or operations of Influencers which the Further Indemnified Party has direction or control over.

### **14.4 Conditions to Indemnity.**

Influencers’ agreement to indemnify and hold a Further Indemnified Party harmless pursuant to Section 14.3 is conditioned upon the Further Indemnified Party: (a) providing written notice to Influencers of any claim, demand or action arising out of the indemnified activities within 30 calendar days after the Further Indemnified Party has knowledge of such claim, demand or action; (b) permitting Influencers to assume full responsibility to investigate, prepare for and defend against any such claim or demand; (c) assisting Influencers, at Influencers’ reasonable expense, in the investigation of, preparation of and defense of any such claim or demand; and (d) Influencers not compromising or settling such claim or demand without the Further Indemnified Party’s prior written consent, unless such settlement includes as an unconditional term thereof the giving by the claimant or plaintiff to such Further Indemnified Party a complete release from all liability in respect of such claim or litigation; *provided, however*, that, if the Further Indemnified Party fails to promptly notify Influencers pursuant to the foregoing clause (a), Influencers shall only be relieved of its indemnification obligation to the extent it is prejudiced by such failure and provided further that the Further Indemnified Party is not obligated to notify Influencers of claims, demands and/or actions made directly against Influencers only. Notwithstanding the foregoing, if in the reasonable judgment of the Further Indemnified Party, such suit or claim involves an issue or matter which could have a materially adverse effect on the business, operations or assets of the Further Indemnified Party, the Further Indemnified Party may waive its rights to indemnity under this Agreement and control the defense or settlement thereof, but in no event shall any such waiver be construed as a waiver of any indemnification rights such Further Indemnified Party may have at law or in equity.

## **ARTICLE XV** **INTELLECTUAL PROPERTY**

### **15.1 Intellectual Property**

Influencers is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all results, deliverables, and proceeds of the Services (“**Deliverables**”), including without limitation all patents, patent rights, inventions, copyrights, trademarks, trade secrets, industrial designs, and other intellectual property rights (collectively, “**Intellectual Property Rights**”) therein. Jolt

irrevocably assigns and agrees to assign to Influencers all rights, title, and interest throughout the world in and to the Deliverables, including without limitation all Intellectual Property Rights therein. Jolt irrevocably and unconditionally waives and agrees to waive all moral rights that Jolt may now have or may in the future have relating to the Deliverables.

## **15.2 Assignment**

Upon the written request of Influencers, Jolt shall promptly waive its moral rights in, and promptly transfer and assign all of Jolt's worldwide right, title, and interest in and to the Deliverables, including without limitation all Intellectual Property Rights therein, by executing and delivering to Influencers an intellectual property assignment agreement in a form approved by Influencers, acting reasonably. If Jolt fails to perform its obligations under this Section 15.2 Influencers may withhold payments of the accrued Monthly Fees until Jolt performs such obligations.

## **15.3 Assistance**

Upon request of Influencers, Jolt shall promptly take such further actions, including execution and delivery of all appropriate instructions of conveyance, as may be necessary to assist Influencers to prosecute, register, perfect, record, or enforce Influencers' Intellectual Property Rights in any Deliverables.

## **15.4 Internet Accounts**

- (a) Any and all social media, website administration, hosting or registration accounts, software as a service accounts, and other internet accounts and profiles created or used by Jolt on behalf of Influencers or for the purpose of promoting or marketing the Influencers or for other business purposes for the benefit of Influencers, including without limitation such profiles and accounts featuring or displaying Influencer's name or trademarks, (collectively, "**Company Internet Accounts**"), belong solely to Influencers.
- (b) Jolt shall not create, develop or maintain any Company Internet Accounts without Influencers' express prior authorization.
- (c) Upon Influencers' request at any time during the Term or immediately upon and after termination of this Agreement for any reason, Jolt shall provide to Influencers the login information, including usernames and passwords, for each Company Internet Account and shall cease accessing, using, updating or modifying Company Internet Accounts, except for the sole purpose of transferring control of Company Internet Accounts to Influencers (where necessary).

### 15.5 Jolt's Personnel

Jolt shall require each of Jolt's personnel (other than the Principals) to execute written agreements securing for Influencers the rights provided for in this Article XV prior to and as a condition of such personnel providing or performing any of the Services under this Agreement.

## **ARTICLE XVI** **TERM AND TERMINATION**

### 16.1 Term.

This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "**Term**"). The Agreement will automatically terminate without further notice or payment in lieu of notice at the end of the Term, unless the Parties renew the Agreement for an additional term by written agreement.

### 16.2 Termination.

This Agreement may be terminated by:

- (a) Jolt immediately upon written notice to Influencers if Influencers materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, Influencers does not cure such breach within 10 days after receipt of written notice of such breach.
- (b) Influencers immediately upon written notice to Jolt upon the occurrence of an Event of Default, and such Event of Default is incapable of cure, or with respect to a material breach capable of cure, Jolt does not cure such breach within 10 days after receipt of written notice of such breach.
- (c) By either Party at any time any for any reason by providing at least 60 days written notice to the other Party (such period, the "**Notice Period**"). At the expiration of the Notice Period, this Agreement will terminate.

### 16.3 Automatic Termination.

This Agreement shall automatically terminate upon the legal dissolution of either Influencers or Jolt.

### 16.4 Event of Default

The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder:

- (a) the material breach by Jolt or the Principals of Jolt's or the Principal's obligations under this Agreement, including, but not limited to, Jolt's or the Principal's failure to adequately discharge any of the Services under Section 2.1, or a breach of Sections 7.1, 7.3, 8.1, and 8.2;
- (b) a criminal act, fraud, theft or embezzlement or other similar act or behavior committed by Jolt or the Principals;

- (c) the commencement of any Bankruptcy Proceeding in respect of Jolt and such Bankruptcy Proceeding is not abandoned within 30 calendar days of written notice from Influencers; or
- (d) Jolt commences dissolution, liquidation or winding-up proceedings and such proceedings are not abandoned within 30 calendar days of written notice from Influencers.

### 16.5 Settling Accounts

Upon termination for any reason (the date of which shall be the “**Termination Date**”), within 10 business days from the effective Termination Date Jolt shall be entitled to any accrued but unpaid Monthly Fees up to the Termination Date. Influencer’s obligations, and Jolt’s entitlements, under this Section 16.5 are conditional upon Jolt’s performance of Section 16.6.

### 16.6 Effect of Termination

- (a) Upon termination of this Agreement for any reason:
  - (i) Jolt shall promptly deliver to Influencers any and all Confidential Information, Deliverables, and other Influencers’ property, including, but not limited to, all books, records, printouts, lists, internet accounts, passwords, keys, notes and other documents or copies thereof relating to Influencers, which is in Jolt’s possession or direct or indirect control (together, “**Influencers’ Property**”). Notwithstanding the foregoing, if requested in writing by Influencers, Jolt shall: (i) irretrievably destroy any Influencers’ Property in its possession (which, for certainty, includes copies) and, (ii) forthwith provide Influencers with a certificate in writing confirming the completion of same; and
  - (ii) Jolt shall promptly waive its moral rights in, and promptly transfer and assign to Influencers all of Jolt’s worldwide right, title, and interest in and to the Deliverables, including without limitation all Intellectual Property Rights therein, by executing and delivering to Influencers an intellectual property assignment agreement in the form approved by Influencers, acting reasonably.
- (b) Upon termination of this Agreement by Influencers pursuant to Section 16.2(c), Influencers will, immediately upon such termination, pay to Jolt an amount equal to its then current Monthly Fees for twelve (12) months.

### 16.7 Change of Control

In the event that within the twelve (12) month period immediately following a Change of Control any of the following occur:

- (a) a material change (other than a change that is clearly and exclusively consistent with promotion or an Event of Default) in Jolt’s position, duties or responsibilities in relation to Influencers in effect prior to any Change of Control; or
- (b) a failure by Influencers to increase Jolt’s Monthly Fee, Influencers Options, bonuses grants, benefits, vacation or other form of compensation in a manner consistent (both as to frequency and as to percentage increase) with increases granted generally to Influencers’ executives or to the acquiring company’s executives; or

- (c) a decrease in Jolt's Monthly Fees or other compensation or benefits; or
- (d) a relocation of Jolt's principal place of services outside the regular place where Jolt performs the services; or
- (e) any material breach by Influencers of any provision of this Agreement.

then, at Jolt's election in writing, this Agreement shall be deemed to have been terminated and Influencers will, immediately upon such termination, pay to Jolt an amount equal to its then current Monthly Fees for twelve (12) months.

### **16.8 Survival of Terms**

Any provision of this Agreement that imposes an obligation after the Termination Date or expiration of the Term shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, the following provisions shall survive termination for a period of five (5) years from the Termination Date: Article IX, Article X, Article XI, Article XII, Article XIII, Article XIV, Article XV, Article XVI and Article XVII.

## **ARTICLE XVII** **MISCELLANEOUS**

### **17.1 Enurement.**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, legal representatives and permitted assigns.

### **17.2 Assignment.**

The Parties agree that this Agreement may be assigned to the entity which is the result of the completion of a reverse takeover transaction between the Influencers and Fairmont Resources Inc. (the "**Resulting Issuer**"). Upon assignment to the Resulting Issuer, all references in this Agreement shall be deemed to be the Resulting Issuer. Except in relation to an assignment to the Resulting Issuer, neither Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld.

### **17.3 Notices.**

All notices or other communications that are required or permitted hereunder will be in writing and delivered personally with acknowledgement of receipt, sent by electronic mail (provided receipt is acknowledged), facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Influencers, to:

6<sup>th</sup> floor, 905 West Pender St., Vancouver, British Columbia, V6C 1L6

Attention: Chris Neville

If to Jolt, to:

Attention: Jesse Menzies

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication will be deemed to have been given: (a) when delivered, if personally delivered; (b) on the business day (on the receiving end) after dispatch, if sent by nationally-recognized overnight courier (third business day if sent internationally); (c) on the third business day following the date of mailing, if sent by mail; and (d) on the first business day (on the receiving end) after being sent by facsimile or by if sent by electronic. It is understood and agreed that this Section 17.3 is not intended to govern the day-to-day business communications necessary between the Parties in performing their duties, in due course, under the terms of this Agreement.

#### **17.4 Independent Contractors.**

- (a) Jolt and the Principals are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Within this document, any terms used to describe the Parties or the nature of their activities is purely for convenience, and not of legal significance. No Party shall have any power to bind any other Party or incur obligations on another Party's behalf without the other Party's prior written consent. No Party shall represent itself in any way that implies that it is an agent, employee, joint venture, partner or Affiliate of another Party. Influencers further acknowledges and agrees that Jolt and its Principals are not and shall not, by virtue of, or in connection with the provision of, the Services, be deemed officers of Influencers.
- (b) Influencers covenants and agrees to use its best efforts, in all correspondence with stock exchanges and regulatory authorities, to describe Jolt's and the Principals' relationship with Influencers and any resulting entity from a go-public transaction undertaken by Influencers in such a way that does not characterize them as officers or insiders of Influencers, subject to compliance with applicable securities laws.
- (c) The Parties shall be fully responsible for their respective personnel, and shall indemnify the other Parties against any claims made by or on behalf of any of the personnel of the other Parties, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise.
- (d) Influencers acknowledges and agrees Jolt and the Principals shall at no point be obligated to, in providing the Services:
  - (i) submit information to a third party for the purpose of background investigations (including, without limitation, drug screenings, credit checks, criminal history checks, confirmations of prior employment, and confirmations of educational background); or
  - (ii) be named on any licensing or similar applications made by Influencers or its Affiliates with third parties,

it being acknowledged and agreed by Influencers that any of the foregoing shall be outside of the scope of the engagement and the Services hereunder.

**17.5 Independent Legal Advice.**

Jolt acknowledges that Influencers recommended that Jolt obtain independent legal advice before executing this Agreement and that Jolt has had the opportunity to do so.

**17.6 Severability.**

Each of the provisions contained in this Agreement are distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

**17.7 Governing Law.**

This Agreement shall be given full effect and shall be construed and constructed by application of the laws of Ontario. In the event of a lawsuit or other proceeding to enforce this Agreement the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

**17.8 Entire Agreement; Modifications.**

This Agreement and the restricted rights agreement entered into by Jolt and the Principals of even date herewith set forth and constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understanding, promises and representations, whether written or oral. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein. No amendment, modification, release or discharge will be binding upon the Parties unless in writing and duly executed by authorized representatives of both Parties.

**17.9 Waiver.**

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Any such waiver will not be deemed a waiver of any other right or breach hereunder.

**17.10 Enforcement.**

Jolt acknowledges and agrees that Influencers and/or one or more of its subsidiaries, Affiliates, or associated entities may enforce the provisions of this Agreement from time to time.

**17.11 Further Assurances.**

Each Party will duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary to carry out the provisions and purposes of this Agreement.

**17.12 Counterparts.**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Collaboration Agreement to be executed on the date first above written.

**INFLUENCERS INTERACTIVE INC.**

By:  /s/Chris Neville  
Name: Chris Neville  
Title: Chief Executive Officer and Director  
I have authority to bind the corporation.

**JOLT SOLUTIONS LTD.**

By:  /s/Jesse Menzies  
Name: Jesse Menzies  
Title: Director  
I have authority to bind the corporation.

/s/Jesse Menzies  
Jesse Menzies

/s/Saxon Shadforth  
Saxon Shadforth



## **Schedule “A”**

### **List of Activities**

1. Jolt’s negotiation of an acquisition of a majority interest in an Indian poker company on behalf of Influencers, whereby Jolt will also earn a 10% interest in such company.
2. Saxon Shadforth’s service as a director of FansUnite Holdings Inc. and its affiliates.

**Schedule "B"**

**Form of Restricted Rights Agreement**

## RESTRICTED RIGHTS AGREEMENT

THIS AGREEMENT dated as of the 16<sup>th</sup> day of June, 2020 (the “**Execution Date**”).

AMONG:

**JESSE MENZIES (“Mr. Menzies”)**

AND:

**SAXON SHADFORTH (“Mr. Shadforth”)**

AND:

**JOLT SOLUTIONS LTD.**  
a corporation incorporated under the laws  
of Malta (“**Jolt**”)

AND:

**INFLUENCERS INTERACTIVE INC.**  
a corporation incorporated under the laws of  
British Columbia (the “**Corporation**”)

**WHEREAS** Jolt and the Corporation have entered into a collaboration agreement (the “**Collaboration Agreement**”) dated [●];

**AND WHEREAS**, Mr. Menzies and Mr. Shadforth are principals of Jolt (the “**Principals**”);

**AND WHEREAS**, pursuant to the Collaboration Agreement, the Corporation issued 12,729,333 common shares (“**Common Shares**”) in the capital of the Corporation to the Principals, of which 9,229,333 Common Shares (“**JM Shares**”) are held by Mr. Menzies and 3,500,000 Common Shares (“**SS Shares**”) are held by Mr. Shadforth;

**AND WHEREAS** the Principals have agreed that in respect of the matters dealt with herein, the voting of the JM Shares and the SS Shares shall be governed by this Agreement;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

### ARTICLE 1 INTERPRETATION

“**Effective Date**” means the effective date of a Triggering Event.

“**Jolt Triggering Event**” means:

- (a) termination of the Collaboration Agreement by Corporation pursuant to paragraph 16.2(b) of the Collaboration Agreement;
- (b) termination of the Collaboration Agreement by Jolt pursuant to paragraph 16.2(c) of the

- Collaboration Agreement; or
- (c) termination of the Collaboration Agreement pursuant to Section 16.3 of the Collaboration Agreement in connection with the legal dissolution of Jolt.

“**JM Triggering Event**” means, with respect to Mr. Menzies, any of:

- (a) termination of Mr. Menzies’s engagement with Jolt or Mr. Menzies ceasing to provide the Services (as defined under the Collaboration Agreement) through Jolt, provided Mr. Menzies is not thereafter employed or engaged by the Corporation, in which case the Effective Date shall be the last date of Mr. Menzies’s engagement with Jolt or the last day on which Mr. Menzies provides the Services through Jolt, as the case may be; and
- (b) the Insolvency of Mr. Menzies, in which case the relevant Effective Date shall be the date any assignment for the benefit of creditors is made by Mr. Menzies, the date any declaration of bankruptcy is made by a court of competent jurisdiction, the date that Mr. Menzies takes the benefit of any legislation for the benefit of bankrupt or insolvent debtors, the date that a receiver or other officer of the court is appointed, or the date that proceedings are commenced against Mr. Menzies by way of execution, distress, seizure, possession, sale or foreclosure by any secured creditor or judgment creditor of Mr. Menzies.

“**Insolvency**” means:

- (a) the making of an assignment for the benefit of a Principal’s creditors;
- (b) any declaration of bankruptcy of a Principal;
- (c) the appointment of a receiver or other officer with similar powers with respect to a Principal for a substantial part of the assets belonging to such Principal unless such appointment is under dispute; and
- (d) the commencement of proceedings against a Principal by way of execution, distress, seizure, possession, sale or foreclosure by any secured creditor or judgment creditor of such Principal.

“**Listing Date**” means the first day upon which the Common Shares are listed or admitted to trading on the Canadian Securities Exchange.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

“**Repurchase Option**” has the meaning set forth in Section 2.1(a).

“**Resulting Issuer**” has the meaning set forth in Section 5.2.

“**SS Triggering Event**” means, with respect to Mr. Shadforth, any of:

- (a) termination of Mr. Shadforth’s engagement with Jolt or Mr. Shadforth ceasing to provide the Services (as defined under the Collaboration Agreement) through Jolt, provided Mr. Shadforth is not thereafter employed or engaged by the Corporation, in which case the Effective Date shall be the last date of Mr. Shadforth’s engagement with Jolt or the last day on which Mr. Shadforth provides the Services through

Jolt, as the case may be; and

- (b) the Insolvency of Mr. Shadforth, in which case the relevant Effective Date shall be the date any assignment for the benefit of creditors is made by Mr. Shadforth, the date any declaration of bankruptcy is made by a court of competent jurisdiction, the date that Mr. Shadforth takes the benefit of any legislation for the benefit of bankrupt or insolvent debtors, the date that a receiver or other officer of the court is appointed, or the date that proceedings are commenced against Mr. Shadforth by way of execution, distress, seizure, possession, sale or foreclosure by any secured creditor or judgment creditor of Mr. Shadforth.

“**Transfer**” includes any sale, exchange, assignment, gift, bequest, disposition, or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing; and the words “**Transferred**”, “**Transferring**” and similar words have corresponding meanings.

“**Triggering Event**” means a Jolt Triggering Event, JM Triggering Event or SS Triggering Event, as the case may be;

“**Unvested JM Shares**” means the JM Shares subject to the Repurchase Option, as further set out in Schedule “A” to this Agreement, subject to any necessary adjustment for subsequent stock split, dividend, combination or other recapitalization; and

“**Unvested SS Shares**” means the SS Shares subject to the Repurchase Option, as further set out in Schedule “A” to this Agreement, subject to any necessary adjustment for subsequent stock split, dividend, combination or other recapitalization.

## ARTICLE 2 PURCHASE AND SALE OF COMMON SHARES

### 2.1 Corporation Repurchase Option

- (a) Each Principal hereby agrees that due to the fact that the JM Shares and SS Shares were issued to the Principals at a nominal face value, the JM Shares and SS Shares shall be subject to the following options (each a “**Repurchase Option**”) in favour of the Corporation, exercisable at any time within ninety (90) days after the Effective Date of the applicable Triggering Event:
  - (i) Subject to the further provisions of this section 2.1, in the event that a Jolt Triggering Event occurs, then the Corporation may exercise the Repurchase Option with respect to the Unvested JM Shares and Unvested SS Shares;
  - (ii) Subject to the further provisions of this section 2.1, in the event that a JM Triggering Event occurs, then the Corporation may exercise the Repurchase Option with respect to the Unvested JM Shares; and
  - (iii) Subject to the further provisions of this section 2.1, in the event that an SS Triggering Event occurs, then the Corporation may exercise the Repurchase Option with respect to the Unvested SS Shares.
- (b) The Repurchase Option, if exercised by the Corporation, shall be exercised by delivery to Jolt and the applicable Principal of (i) written notice signed by an officer of the Corporation and (ii) delivery

of a bank draft, certified cheque or wire transfer to the applicable Principal of the Repurchase Price for any common shares to be repurchased. The repurchase price under the Repurchase Option shall be **\$0.005** per share, appropriately adjusted for any subsequent stock split, dividend, combination or other recapitalization (the “**Repurchase Price**”).

## **2.2 Restrictions on Sale**

The Principals shall not deal with any Unvested JM Shares or Unvested SS Shares or any interest therein or Transfer any Unvested JM Shares or Unvested SS Shares now or hereafter held by the Principal. A purported Transfer of any Unvested JM Shares or Unvested SS Shares in violation of this Agreement shall not be valid and the Corporation shall not register, nor permit any transfer agent to register, any such Unvested JM Shares or Unvested SS Shares on the securities register of the Corporation, nor shall any voting rights attaching to or relating to such Unvested JM Shares or Unvested SS Shares be exercised, nor shall any purported exercise of such voting rights be valid or effective, nor shall any dividend or distribution be paid or made on such Unvested Shares. If any Principal purports to make a Transfer of any Unvested JM Shares or Unvested SS Shares, as the case may be, in violation of this Agreement, the Principal agrees to donate and hereby donates to the Corporation all dividends and distributions paid or made on such Unvested JM Shares and Unvested SS Shares during the period of such prohibited Transfer. The provisions of the immediately preceding sentence are in addition to, and not in lieu of, any other remedies to enforce the provisions of this Agreement.

The above restrictions in this Section 2.2 shall apply to any securities into which the Unvested JM Shares and Unvested SS Shares may be converted. If the Unvested JM Shares and Unvested SS Shares are hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Corporation by reason of any stock split, combination of shares, dividend payable in shares, recapitalization or reclassification, the above restrictions in this Section 2.2 shall apply.

## **ARTICLE 3 POWER OF ATTORNEY**

### **3.1 Power of Attorney**

- a) Each Principal and Jolt hereby irrevocably appoint the president of the Corporation, or his successor in office from time to time, as the Principal and Jolt’s due and lawful attorney in fact for the Principal and Jolt and authorizes him as such to make and sign on the Principal and Jolt’s behalf and to deliver:
  - i. any pooling and escrow agreements, whether voluntary or not, and other documents which such attorney sees fit in his discretion to give on its behalf to the securities regulatory authorities in the jurisdictions in which the Common Shares are sold pursuant to their policies concerning seed share resale restrictions or other policies in connection with any distribution to the public of securities of the Corporation, on such terms and subject to such conditions as is required by applicable regulatory authorities or the Canadian Securities Exchange; and
  - ii. any and all resolutions of shareholders, as may be deemed desirable by the directors of the Corporation to provide for any changes in the Corporation’s constating documents necessary to enable the Corporation to offer its shares to the public.

- b) The power of attorney granted herein is an irrevocable power coupled with an interest and it shall survive the death, disability, mental infirmity, or bankruptcy of each Principal and Jolt or the assignment by a Principal or Jolt of the whole or any part of the interest of the Principal or Jolt in the Common Shares.
- c) The Principal and Jolt agree to be bound by any representations made and actions taken by the Corporation pursuant to this power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to the Principal or Jolt to contest, negate or disaffirm the action of the Corporation taken under this power of attorney.
- d) The Corporation, its directors, officers, employees, advisors and agents shall not be liable for any act done or omitted hereunder as attorney for the Principal or Jolt. The Principal and Jolt hereby agree to indemnify the Corporation, its directors, officers, employees, advisors and agents and holds them harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

#### **ARTICLE 4 TERM AND TERMINATION**

##### **4.1 Term**

This Agreement shall take effect on the date hereof and shall remain in full force and effect until such time as either:

- a) each of the parties hereto agrees in writing to terminate this Agreement;
- b) all the JM Shares and SS Shares have vested;
- c) the Collaboration Agreement is terminated pursuant to Section 16.2(a) of the Collaboration Agreement;
- d) the Collaboration Agreement is terminated by the Corporation pursuant to Section 16.2(c) of the Collaboration Agreement;
- e) the Collaboration Agreement is terminated by the Corporation other than pursuant to Section 16.2(b) of the Collaboration Agreement; or
- f) the dissolution or bankruptcy of the Corporation or the making by the Corporation of an assignment in bankruptcy.

#### **ARTICLE 5 GENERAL**

##### **5.1 Further Assurances**

The Principals hereby agrees to sign such further documents, do and perform and cause to be done such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

##### **5.2 Assignment**

The Principals, Jolt and Corporation hereby agree that this Agreement may be assigned to the entity which is the result of the completion of a reverse take over transaction between the Corporation and Fairmont

Resources Inc. (the “**Resulting Issuer**”). The Principals, Jolt and Corporation hereby agree that upon such assignment, the terms of this Agreement will apply to the shares of the Resulting Issuer, and all references to the Corporation in this Agreement shall be deemed to be the Resulting Issuer.

### **5.3 Corporation**

The Corporation hereby acknowledges the terms and conditions of this Agreement. The Corporation agrees to take all necessary steps in accordance with applicable laws to cause the Corporation to comply with this Agreement. Furthermore, the Corporation will cause such meetings to be held, resolutions passed and by-laws enacted and will sign such further documents, do and perform and cause to be done such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

### **5.4 Amendments**

This Agreement may be amended at any time by written instrument executed and delivered by each of the parties hereto.

### **5.5 Notice**

All notices, requests, demands or other communications required or permitted to be given by one party to another hereunder shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile or other electronic means of transmission, addressed to such other party or delivered to such other party as follows:

Jesse Menzies  
*E-mail: jessemenzies4@gmail.com*

Saxon Shadforth  
*E-mail: saxon@avalonservices.ca*

*Influencers Interactive Inc.*  
*Company Address:*  
*E-mail:*

*Attention:*

or at such other address of which notice is given to all parties hereto in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if mailed, on the fifth business day after the mailing thereof or, if sent by facsimile or other electronic means of transmission, on the first business day after the transmission thereof; provided that if any such notice, request, demand or other communications shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities on or before the fifth business day after the mailing thereof, such notices, requests, demands or other communications shall be deemed to have been received on the fifth business day following the resumption of normal mail service. In this Agreement, “business day” means any day in which Canadian chartered banks are open for business in Toronto, Ontario.

### **5.6 Time of the Essence**

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

### **5.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws



of Canada applicable therein. Each of the parties hereto irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Province of Ontario for and in connection with any proceedings relating to this Agreement.

#### **5.8 Entire Agreement**

This Agreement and the terms hereof shall constitute the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof. Execution of this Agreement terminates any other agreement or agreements between or among any of the parties hereto pertaining to the voting rights of the Securities held by any Principal. The parties hereto intend that this Agreement will supercede and replace any such previous agreement or agreements.

#### **5.9 Severability**

If any section or portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be deemed to be severed from the remainder of this Agreement.

#### **5.10 Gender**

The necessary grammatical changes required to make the provisions of this Agreement apply to corporations, trusts, partnerships and individuals, males and females, shall in all instances be assumed as though in each case fully expressed.

#### **5.11 Enurement**

This Agreement shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

#### **5.12 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

*(signature page to follow)*

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the day and year first above written.

/s/ Jesse Menzies  
Jesse Menzies

/s/ Saxon Shadforth  
Saxon Shadforth

**JOLT SOLUTIONS LTD.**

By: /s/ Jesse Menzies  
Name: Jesse Menzies  
Title: Director

**INFLUENCERS INTERACTIVE INC.**

By: /s/ Chris Neville  
Name: Chris Neville  
Title: Director

**Schedule "A"**

<b>Date</b>	<b>Number of JM Shares Subject to Repurchase Option</b>	<b>Number of SS Shares Subject to Repurchase Option</b>
June 1, 2020	5,479,916	3,000,000
July 1, 2020	5,175,476	2,833,333
August 1, 2020	4,871,036	2,666,666
September 1, 2020	4,566,597	2,500,000
October 1, 2020	4,262,157	2,333,333
November 1, 2020	3,957,717	2,166,666
December 1, 2020	3,653,277	2,000,000
January 1, 2021	3,348,837	1,833,333
February 1, 2021	3,044,398	1,666,666
March 1, 2021	2,739,958	1,500,000
April 1, 2021	2,435,518	1,333,333
May 1, 2021	2,131,078	1,166,666
June 1, 2021	1,826,638	999,999
July 1, 2021	1,522,199	833,333
August 1, 2021	1,217,759	666,666
September 1, 2021	913,319	499,999
October 1, 2021	608,879	333,333
November 1, 2021	304,439	166,666
December 1, 2021	-	-