

**BLITZBET SPORTS INC.**  
c/o Suite 910, 800 West Pender Street  
Vancouver, BC, Canada V6C 2V6

~~November~~  
October 6, 2018

Dan Bilzerian  
10979 Chalon Road  
Bel Air, CA  
USA

Dear Dan:

**Re: Business Development Agreement**

Further to our various discussions, this letter sets out the terms upon which Blitzbet Sports Inc. (“**Blitzbet**”) and Dan Bilzerian (“**DB**”) will work together to develop and market Blitzbet’s sportbook and I-Gaming business.

**1. Background**

Blitzbet is a private British Columbia, Canada corporation engaged in the development and operation of an online sportbook and I-Gaming site for regulated gaming markets (the “**Business**”). The Business will be branded as “*BlitzBet*” and will compete in the United States legalized/regulated online sports betting market, as well as internationally. DB is a social media personality with a substantial Instagram and other social media following. Blitzbet wishes to enter into a mutually beneficial arrangement with DB pursuant to which Blitzbet will partner with DB (or affiliated entity) to assist with the development and marketing of the Business. The terms of such engagement are more particularly set out below.

**2. Financing and Going Public Transaction**

On or before December 31, 2018, Blitzbet intends to raise approximately \$3 million for the initial development of the Business. After a period of development, Blitzbet intends to complete a going public transaction by way of a “reverse takeover” on a Canadian stock exchange (the “**Going Public Transaction**”). Blitzbet intends to announce the Going Public Transaction in the first half of 2019, and complete the Going Public Transaction within 12 months from the date of this Agreement. Under the terms of the Going Public Transaction, a listed “shell” company (“**Pubco**”) will acquire all of the outstanding shares of Blitzbet in exchange for common shares of Pubco, with the result that the shareholders of Blitzbet will have a controlling (>50%) interest in Pubco. Prior to or concurrently with the closing of the Going Public Transaction, Pubco/Blitzbet intends to complete an equity financing (“**Financing**”) to raise gross proceeds of between \$15 million and \$40 million, to fund the further development of the Business. The proposed capital structure for Pubco subsequent to completion of the Going Public Transaction (including Financing) shall be as disclosed by Blitzbet to DB.

**3. DB Equity Ownership**

As partial consideration for DB’s services, DB will receive a 17.5% equity interest in Pubco (post-completion of the Going Public Transaction and Financing). In order to achieve this, Blitzbet will, within 30 days of execution of this Agreement, issue to DB, 13,106,516 common shares in the capital of Blitzbet (the “**Blitzbet Shares**”) at a price of \$0.0001 per share. Upon completion of the Going Public

Transaction and Financing, these shares will be exchanged for common shares of Pubco. Assuming 40 million shares of Pubco are issued under the Financing, DB will own 17.5% of the outstanding shares of Pubco. If less than 40 million shares are issued under the Financing, DB will, prior to the completion of the Going Public Transaction, gift a portion of its Blitzbet shares back to Blitzbet for cancellation in order to maintain DB's equity interest in Pubco at 17.5%. In addition to the aforementioned 17.5% equity, Blitzbet will arrange for DB to purchase from existing shareholders of Pubco, 1,333,333 common shares of Pubco at a price of \$0.075 per share for total consideration of \$100,000. The purchase shall be completed concurrently with the closing of the Going Public Transaction. The purchase price for these shares shall be paid from the initial installment of US\$300,000 payable by Blitzbet to DB pursuant to the Social Media Influencer Agreement (see Section 4 below), and DB hereby directs Blitzbet to withhold such funds from the first payment, and pay such funds to the seller of the Pubco shares.

#### **4. Social Media Influencer Agreement**

Concurrently with the execution of this Agreement, Blitzbet and DB will enter into a Social Media Influencer Agreement in the form attached hereto as Schedule "A" pursuant to which Blitzbet will engage DB as a social media influencer for the Business. Compensation payable to DB for such services will be as set out in that agreement.

#### **5. Standstill**

During the term of this Agreement, neither Party will enter into discussions with, negotiate or enter into an agreement with any other Party, or solicit or encourage, either directly or indirectly, or furnish information to a Party with respect to a similar business agreement or arrangement.

#### **6. Confidentiality**

Each of Blitzbet and DB (each a "**Party**") acknowledges that all confidential information provided by one Party to the other pursuant to this Agreement is confidential and agrees that it will maintain such information in confidence and that such information will not be used other than in furtherance of the purposes of this Agreement; provided that such confidentiality obligation will not apply to:

- (a) information in the public domain prior to the date hereof;
- (b) information that becomes public after the date hereof, provided that such disclosure does not result from a breach by a Party hereto of its obligations hereunder;
- (c) information disclosed to a Party hereto by a third party that was not subject to any obligation of confidentiality in respect of such confidential information;
- (d) information that is required by applicable law to be disclosed (provided that, where such disclosure is to any governmental authority and not to the public, the information will continue to be confidential); or
- (e) the disclosure by any Party of confidential information to its advisors, counsel, directors, officers and employees or to a third party in connection with a proposed Financing or other transaction related to the development of the Business (collectively, "**Representatives**") on a "need to know" basis, as such Party deems necessary or appropriate; provided that such Representatives are advised that such information is confidential and agree to keep such information confidential in accordance with the terms hereof, and provided that, in addition to any remedies that each Party may have against

any such Representatives in respect of any disclosure of confidential information, each Party will indemnify the other Parties in respect of any costs, expenses and liabilities incurred by the other Parties as a result of any breach of this confidentiality obligation by any of such Party's Representatives.

## **7. Termination**

This Agreement may be terminated:

- (a) by either Party on written notice to the other Party if the other Party breaches any provision of this Agreement;
- (b) by either Party by notice in writing to the other if the Going Public Transaction is not completed within 9 months of the date of this Agreement; or
- (c) by either Party by notice in writing to the other Party if the Financing is less than \$15 million.

Upon termination, each Party shall return to the other Party all confidential information belonging to the other Party, and DB shall return the Blitzbet Shares to Blitzbet or as directed by Blitzbet. Sections 6, 7, 8, 10 and 13 shall survive termination of this Agreement.

## **8. Indemnification**

Each Party will indemnify and save harmless the other Party for any costs, expenses, liability or losses suffered by the other Party as a result of the first Party's breach of this Agreement.

## **9. Assignment**

DB may assign this Agreement to one of his affiliated companies.

## **10. Expenses**

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing this Agreement and the transactions contemplated hereunder, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

## **11. Time**

Time is of the essence of each provision of this Agreement.

## **12. Further Assurances**

Each Party shall do such acts and will execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.

### **13. Public Announcements**

Prior to entering into an agreement with Pubco regarding a Going Public Transaction, neither Party will make any public announcements regarding this Agreement nor the transactions contemplated hereby. At the time Blitzbet enters into an agreement with Pubco regarding a Going Public Transaction, Pubco will be required to issue a press release disclosing the terms of the proposed transaction, including this Agreement and DB's involvement with the Business. Blitzbet will ensure that there is a provision in any agreement with Pubco which requires that prior to the issuance of any press release, Pubco must provide a draft of such release to Blitzbet and DB for review and comment prior to dissemination.

### **14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, undertakings, statements, arrangements, promises, representations and agreements, whether written or oral, among the Parties. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement.

### **15. Amendment**

This Agreement may be amended, modified or supplemented only by a written agreement signed by each Party.

### **16. Waiver of Rights**

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

### **17. Counterparts and Electronic Copies**

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. To evidence the fact that a Party has executed this Agreement, such Party may send a copy of its executed counterpart signature page to the other Party by electronic transmission and, if sent by email, in Portable Document File (PDF) format. That Party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission. In such event, such sending Party will forthwith deliver to the other Party the originally executed counterpart of this Agreement to the other Party.

### **18. Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to

modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

**19. Professional Advice**

Each Party shall be responsible for obtaining its own legal, tax and other professional advice in respect of this Agreement.

**20. Currency**

Unless otherwise stated, all references to currency herein are to Canadian dollars.

**21. Applicable Law**

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of British Columbia (excluding any rule or principle of the conflict of laws which might refer such interpretation to the law of another jurisdiction) and the law of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction of the courts of British Columbia with respect to any matter arising hereunder or related hereto.

**22. Binding Agreement**

Upon execution of this Agreement by both parties, this Agreement shall be a legally binding agreement.

Please confirm your agreement to the foregoing terms and conditions by signing below and returning this letter to us.

Yours truly,

Blitzbet Sports Inc.

Per: */s/ Chris Neville*

The foregoing terms are hereby accepted and agreed as of the date and year first above written:

*/s/ Dan Bilzerian*

\_\_\_\_\_  
Dan Bilzerian

**DELIVERED BY EMAIL  
STRICTLY CONFIDENTIAL**

April 1, 2020

Dan Bilzerian  
10979 Chalon Road  
Bel Air, California  
USA

Dear Mr. Bilzerian:

**RE: Payments to bring Master Agreement into Good Standing**

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This binding letter agreement (this "**Letter Agreement**") sets forth, confirms and reaffirms our earlier understanding and agreement to bring into good standing the master agreement dated November 6, 2018 (the "**Master Agreement**") entered into by Dan Bilzerian ("**Mr. Bilzerian**") and Influencers Interactive Inc. (formerly Blitzbet Sports Inc.) ("**i3**").

Referencing the Master Agreement dated November 6, 2018, which contained 2 parts:

- Business development agreement entered into on November 6, 2018 ("**Business Development Portion**"); and
- Social media influencer agreement entered into on November 6, 2018 ("**Social Media Influencer Portion**").

In consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, i3 and Mr. Bilzerian (each a "**Party**" and together, the "**Parties**") hereby agree as follows:

1. **Payments and Bonus.** In order to bring the Master Agreement into good standing, i3 paid Mr. Bilzerian \$300,000 USD on March 9, 2020 (the "**First Payment**") and will pay Mr. Bilzerian an additional \$300,000 USD on April 2, 2020 (the "**Second Payment**"). The Parties hereby agree and acknowledge that upon completion of the Second Payment, i3 will not be in default of any of its payment obligations under the Master Agreement (including the payment obligations set out in Section 4.1(a) and Section 4.2 of the Social Media Influencer Portion), and the Master Agreement will be in good standing. Following the Second Payment, i3 will continue to make quarterly payments of \$300,000 USD, payable on the first day of each quarter, to Mr. Bilzerian pursuant to Section 4.1(a) of the Social Media Influencer Portion, with the next three quarterly payments due on April 1, 2020, July 1, 2020, and October 1, 2020. With respect to the April 1, 2020 quarterly payment, the Parties agree to defer the payment of said quarterly payment to the day on which i3 completes the Going Public Transaction (as defined herein). The Parties further acknowledge and agree that Section 4.1(b) of the Social Media Influencer Portion means that if i3 obtains over 4,500 registered customer accounts from activities directly associated with Mr. Bilzerian, Mr. Bilzerian will from thereon receive a one-time payment of \$100 USD (the "**Bonus**") for each new registered account with a minimum deposit of \$100 USD which generates at least \$150 USD of net gaming revenue ("**NGR**"). The Parties acknowledge and agree that

the Bonus payments per player will be payable to Mr. Bilzerian on a quarterly basis, on the last day of March, June, September and December.

2. **17.5 % Equity.** As of the date of this Letter Agreement, i3 has issued 15,765,523 common shares in the capital of i3 (the “**Common Shares**”) to Mr. Bilzerian, and 2,939,587 Common Shares to Michael Feder (“**Mr. Feder**”). i3 will further issue 4,392,190 Common Shares to Mr. Bilzerian and 415,365 Common Shares to Mr. Feder, at a deemed price of \$0.02 CAD (the minimum price allowed under the builder shares rules outlined in Policy 2 of the Canadian Securities Exchange) per Common Share (the “**Top Up Shares**”). The Top Up Shares will bring the total number of Common Shares held by Mr. Bilzerian to 20,157,713, which will equal approximately 15% of Pubco (as that term is defined in the Business Development Portion), and the total number of Common Shares held by Mr. Feder to 3,354,952, which will equal approximately 2.5% of Pubco. Mr. Bilzerian’s aforementioned 15% equity interest in Pubco and Mr. Feder’s aforementioned 2.5% equity interest in Pubco assumes the Financing (as defined herein) equals \$5,000,000 CAD. The Parties acknowledge and agree that upon receipt of the Top Up Shares, i3 will have fully fulfilled its obligation under Section 3 of the Business Development Portion.
3. **CSE Escrow Requirements.** Mr. Bilzerian acknowledges that his Common Shares may be subject to escrow provisions which shall be imposed by the policies of the Canadian Securities Exchange. Mr. Bilzerian agrees to accept such terms as imposed by the Canadian Securities Exchange.
4. **Financing.** The Parties acknowledge and agree that i3 will complete a private placement to raise up to \$5,000,000 CAD on or before June 30, 2020 (the “**Financing**”). The Parties hereby confirm and agree that the definition of Financing in the Business Development Portion is hereby amended to reflect the quantum and timeline herein. Further, the Parties hereby agree to amend Section 7(c) of the Master Agreement to reflect that the Master Agreement may be terminated by notice in writing if the Financing is less than \$5,000,000 CAD.
5. **Going Public Transaction.** The Parties acknowledge and agree that i3 will complete a transaction by way of a reverse takeover, initial public offering, or similar transaction pursuant to which i3 will go public on a Canadian stock exchange on or before September 30, 2020 (the “**Going Public Transaction**”). The Parties hereby agree to amend paragraph 7(b) of the Business Development Portion of the Master Agreement and paragraph 9.1(c) of the Social Media Influencer Portion of the Master Agreement to reflect that the respective agreements may be terminated if the Going Public Transaction is not completed by September 30, 2020. The parties acknowledge and agree that in the event the Going Public Transaction is delayed beyond the currently anticipated timeline of May 2020, the delay will not have any impact on the payments owed to Mr. Bilzerian, and the quarterly payments of \$300,000 USD, payable on the first day of each quarter will continue as outlined in section 1 above.
6. **Master Agreement in Good Standing.** The Parties hereby agree and acknowledge that immediately following the Second Payment: (i) i3 will not be in default of any of its payment obligations under the Master Agreement; (ii) the Master Agreement will be in good standing and in full force and effect and no default will exist on the part of any of the Parties thereto; (iii) i3 will be entitled to all benefits under the Master Agreement which include Mr. Bilzerian’s performance of Services (as that term is defined in the

Social Media Influencer Portion); and (iv) Mr. Bilzerian agrees that the Master Agreement shall be exclusive to i3, in that Mr. Bilzerian shall not engage in any discussions, agreements, negotiations, either directly or indirectly, with any party in a business similar to Influencer's business.

7. **Intellectual Property.** The parties agree to delete the reference to i3 having the ability to use Mr. Bilzerian signature from paragraph 8.1 of the Social Media Influencer Portion, and i3 acknowledges that it does not have any rights to use Mr. Bilzerian signature.
8. **Confidentiality.** Unless required by applicable law, no Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld delayed), issue or cause the publication of any press release or other public announcement with respect to the other Party or the transactions contemplated by this Letter Agreement.
9. **Governing Law.** This Letter Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.
10. **No Third-Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or permitted assigns, any rights, benefits or remedies under, or by reason of, this Letter Agreement.
11. **Amendments and Waiver.** No amendment to or waiver of any provision of this Letter Agreement nor consent to any departure by any Party from any provision in this Letter Agreement shall in any event be effective unless the same shall have been agreed to in writing by the all of the Parties.
12. **Miscellaneous.** This Letter Agreement may be executed in counterparts and delivered electronically. Each counterpart shall be deemed to be an original and all of which together shall constitute one agreement. The headings of the various sections of this Letter Agreement have been inserted for reference only and shall not be deemed to be a part of this Letter Agreement. This Letter Agreement will be binding upon and will enure to the benefit of and be enforceable by the Parties and their respective successors, executors and administrators. No assignment of this Letter Agreement will be permitted without the written consent of the other Party. This Letter Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, whether oral or written, and of any nature whatsoever with respect to the subject matter hereof.

***[Remainder of page intentionally left blank. Signature page follows.]***



If the terms of this Letter Agreement are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us by facsimile to the attention of the undersigned.

Yours very truly

**INFLUENCERS INTERACTIVE INC.**

DocuSigned by:

Per: /s/ Chris Neville  
Authorized Signatory

**THE TERMS OF THIS LETTER AGREEMENT** are hereby accepted as of the 1<sup>st</sup> day of April, 2020.

DocuSigned by:

/s/ Dan Bilzerian  
Dan Bilzerian