

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (the “**Agreement**”) is made as of August 29, 2014.

BETWEEN:

BUSINESS INSTINCTS GROUP INC., a corporation incorporated under the laws of the Province of Alberta (“**BIG**”)

AND

REDFALL TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of Alberta (“**Redfall**”)

RECITALS

WHEREAS BIG and Redfall entered into a consulting agreement dated effective February 1, 2014 (the “**Consulting Agreement**”);

AND WHEREAS BIG and Redfall desire to amend the Consulting Agreement as set forth in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The description of the services provided by BIG set forth under the heading “*Positions & Services Provided*” in Appendix A of the Consulting Agreement is hereby deleted and replaced with the description of services attached hereto as Schedule “A”.
2. The Consulting Agreement and this Agreement shall together constitute and be read as one and the same written instrument.
3. Except as otherwise amended by the foregoing, the provisions of the Consulting Agreement shall be and continue in full force and effect and are hereby confirmed as of the date hereof.
4. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
5. BIG and Redfall hereby agree to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.
6. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
7. This Agreement may be executed and delivered in any number of original or electronic counterparts, each of which when executed and delivered shall be considered an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF BIG and Redfall have executed this Agreement as of the date first written above.

BUSINESS INSTINCTS GROUP INC.

Per: 
Name: Cameron Chell
Title: Chief Executive Officer

REDFALL TECHNOLOGIES INC.

Per: _____
Name: Robert Geoffrey Gordon
Title: Managing Partner

IN WITNESS WHEREOF BIG and Redfall have executed this Agreement as of the date first written above.

BUSINESS INSTINCTS GROUP INC.

Per: _____
Name:
Title:

REDFALL TECHNOLOGIES INC.

Per:  _____
Name: Robert Geoffrey Gordon
Title: Managing Partner

SCHEDULE "A"
Revised Positions & Services Provided

(See attached)

Revised Positions and Services Provided

Version: August 11, 2024

All amounts are on an annual basis

| Strategic Planning Services | | | | | | | |
|---|---------------------------------------|--|------|---------------------------|----------------------------|---------------------|----------------------|
| Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Consultant | Cameron Chell (CEO) | Assist and provide guidance on product development to project team leaders (project management, development), advisory to Senior Managers related to execution of corporate strategy, facilitate RIPKIT sessions, support Senior Managers with financing and analysis efforts, support Senior Managers with public relations and marketing, identify merger and/or acquisition targets for review by Senior Managers | | | | | |
| Strategic Planning | Paul Readwin (CIO) | Assist and provide guidance on Vogogo strategy, competitive positioning, corporate strategy, identify merger and/or acquisition targets | | | | | |
| Strategic Planning | Cory Cleveland (VP Finance) | Assist and provide guidance on Vogogo strategy, competitive positioning, corporate strategy | | | | | |
| Executive Support, Coaching, Strategic Planning | Arden Styles (COO) | Provide operational strategic planning assistance, support, and guidance. Provide review and support of Statements of Work, contracts, and other operational needs as they arise. Executive facilitation, manage and build relationships with shareholders, general coaching to Vogogo employees and management teams (excluding senior management) | | | | | |
| Subtotal | | | | | | | \$217,750 |

| Public Relations Services | | | | | | | |
|------------------------------|---------------------------------------|--|------|---------------------------|----------------------------|---------------------|----------------------|
| Service Area / Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Public Relations Coordinator | Josh Stanbury (PR Manager) | Liaise with media contacts, develop and orchestrate storyline in the media, facilitate meetings and discussions related to public relations, coordinate media inquiry, manage database of press and media contacts | | | | | |
| Subtotal | | | | | | | \$40,950 |

| Web Development and Creative Services | | | | | | | |
|---------------------------------------|---------------------------------------|---|------|---------------------------|----------------------------|---------------------|----------------------|
| Service Area / Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Web / Creative Development Services | Steven Beyer (Creative Manager) | Execute on web, application, and development timelines, coordinate development and creative teams, develop web roadmaps in consultation with management, maintain brand identity in collateral and website material, maintain website | | | | | |
| | Greg Hatch (Creative Analyst) | | | | | | |
| | Aaron Moseson (Video Manager) | | | | | | |
| | Murray Smith (Developer) | | | | | | |
| Subtotal | | | | | | | \$90,025 |

| Business Development Services | | | | | | | |
|-------------------------------|---------------------------------------|---|------|---------------------------|----------------------------|---------------------|----------------------|
| Service Area / Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Business Development Services | Joel Smith (Head of Sales) | Identify, develop, and source new business opportunities in Canada and the United States, develop sales proposals, statements of work, memorandums of understanding, and joint venture agreements as required, identify merger and/or acquisition targets, provide strategic relationship management, sales process development and execution, market validation research and insight | | | | | |
| | Cameron Chell (CEO) | Identify and generate prospects through strategic sales strategies focusing on customers in target markets including Canada and the United States, support business development in sales calls, proposal development, statements of work as required, achieve revenue targets | | | | | |
| Subtotal | | | | | | | \$32,240 |

| Project Management Services | | | | | | | |
|-------------------------------|---------------------------------------|--|------|---------------------------|----------------------------|---------------------|----------------------|
| Service Area / Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Project Coordination Services | Lydia Nutbrown (Project Coordinator) | Provide project management support so deadlines and budgets are being adhered to, monitor RIPKIT progress, ongoing tracking of project status, issues, and risk, provide administrative support for the team, and general support when necessary | | | | | |
| RIPKIT Management Services | Lydia Nutbrown (Project Coordinator) | Provide overall project management oversight, conduct weekly RIPKIT meetings, organize and facilitate in-person quarterly offsite meetings, manage RIPKIT access and software version updates, maintain technical RIPKIT infrastructure | | | | | |
| | Cameron Chell (CEO) | | | | | | |
| | Arden Styles (COO) | | | | | | |
| | Shannon Holder (RipKIT Manager) | | | | | | |
| | Murray Smith (Developer) | | | | | | |
| | 10 User Licenses | \$80 per user per month | | | | | \$9,600 |
| Subtotal | | | | | | | \$164,625 |

| Shareholder Communications Services | | | | | | | |
|-------------------------------------|---------------------------------------|--|------|---------------------------|----------------------------|---------------------|----------------------|
| Service Area / Position | Business Instincts Group Name & Title | Services Provided | Rate | Time Allocation to Vogogo | Resulting Vogogo Base Rate | Margin and Overhead | Resulting Vogogo Fee |
| Shareholder Communications | Andrew Clarke (Capital Markets Lead) | Circulation of shareholder-related material, coordination with transfer and escrow agents, management of Salesforce application, weekly reporting of lead generation, coordination with Mail Chimp tool for email distribution | | | | | |
| | Jesse Miles (Shareholder Analyst) | | | | | | |
| | Roy Roman (Capital Markets Manager) | | | | | | |
| Subtotal | | | | | | | \$43,875 |
| Grand Total | | | | | | | \$589,465 |
| Per Month | | | | | | | \$48,122 |



THIS AGREEMENT is entered into effective February 1, 2014,

BETWEEN:

Business Instincts Group Inc.,
a corporation having its office located
at 200, 5970 Centre Street SE., Calgary, Alberta T2H 0C1
(hereinafter referred to as "BIG")

AND

Redfall Technologies
a corporation having its office located
at #400, 320 – 23 Avenue SW, Calgary, Alberta T2S 0J2
(hereinafter referred to as the "Client")

WHEREAS in order to achieve its corporate and business objectives, the Client desires and has agreed to retain the services of BIG to provide the services and complete the duties described on Schedule "A" attached hereto and BIG agrees to provide such services to the Client, in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration and mutual covenants herein contained and such good and other consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties hereto agree as follows:

1. **Services, Term and Compensation.** The term of this Agreement (the "Term"), the services to be provided by BIG under this Agreement (the "Services") and the amounts to be paid to BIG as full and complete consideration for BIG providing the Services under this Agreement (the "Fees"), are set out in the attached Schedule "A", which forms part of this Agreement.

This Agreement shall come into force and effect as of the date set out first above (the "**Effective Date**"), and shall continue in effect until the end of the Term identified in Schedule "A", unless one of the parties terminates this Agreement in accordance with its provisions. The Term may be renewed, varied or extended only by a written instrument executed by both the Client and BIG.

For greater certainty, any Fees payable pursuant to this Agreement are contingent on the earlier of: i) the closing of a Liquidity Event Transaction (as defined below), or ii) the completion by the Client of a Subsequent Financing (as defined below). For the Purposes of this Agreement, a "Subsequent Financing" means the completion of any equity or debt financing involving the Client and resulting in gross proceeds in the amount of \$3 million Canadian dollars or greater after the Financing (as defined below), and a "Liquidity Event Transaction" includes: (i) any transaction or series of transactions resulting in an effective change of control of the Client (including, without limitation, by way of a financing transaction, merger, amalgamation or similar business combination transaction); (ii) an initial public offering of any class or series of the Client's equity securities; or (iii) any transaction or series of transactions resulting in the holders of all of the Client's equity securities receiving, in exchange for such equity



securities, freely-tradable equity securities listed on the TSX Venture Exchange, Toronto Stock Exchange or other recognized stock exchange (including, without limitation, by way of merger, amalgamation, plan of arrangement or similar business combination transaction). For greater certainty, the secured convertible debenture financing of Limitless I Corp. in the amount of ~ \$3.1 million into the Client and associated grant of options (the "**Financing**") shall not constitute a "Liquidity Event Transaction" or a "Subsequent Financing" for the purposes hereof, nor shall the exercise of the options or the conversion of the secured convertible debenture under the Financing (either alone or in conjunction) constitute a "Liquidity Event Transaction" for the purposes hereof.

In the event that either a Subsequent Financing or a Liquidity Event Transaction is not completed prior to October 31, 2014, or such other date as the parties may agree in writing (the "**Liquidity Event Deadline**"), no Fees shall be due or payable pursuant to this Agreement. Where a Subsequent Financing or a Liquidity Event Transaction closes on or before the Liquidity Event Deadline, the Client will pay BIG the Fees for services provided in the period from the Effective Date up to and including the last date of the Term within 30 days of such closing date. Notwithstanding the foregoing, where this Agreement is terminated in accordance with Section 18 by the Client prior to the Liquidity Event Deadline, the Client shall pay BIG all Fees for the period from the Effective Date until the effective date of termination.

2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages BIG as an independent contractor to perform the Services, and BIG hereby accepts such engagement. It is expressly agreed that BIG is acting as an independent contractor in performing the Services hereunder.
3. **Nature of Engagement.** BIG shall perform the Services as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal agent, or employment relationship between the Client and BIG. Unless the Client specifically authorizes BIG in writing to do so, BIG shall neither act or purport to be acting as the agent of the Client, nor enter into any agreement on behalf of the Client or otherwise bind, nor purport to bind the Client or cause the Client to incur liability in any manner whatsoever. All final decisions with respect to services provided by BIG hereunder shall be entirely the Client's to make, and BIG shall have no liability relating to or arising from the Client's decisions. It is understood that BIG's responsibility to the Client is solely contractual in nature and that BIG does not act in a fiduciary capacity in relation to the Client as a result of this Agreement.

Nothing in this Agreement shall prohibit the Client, or any entity chosen by the Client, from performing some or all of the functions of BIG herein, although any performance of services by other parties will have no impact on the Fees payable to BIG under this Agreement. It is recognized that BIG will expend significant time and commit considerable resources to the Client. The Services are not exclusive to the Client however, and BIG may render similar services to other parties both during and after the Term.

4. **Third Party Expenses.** The Client is responsible for paying specific disbursements charged by third parties to BIG relating to this Agreement, including legal and other advisory fees. The Client further agrees to reimburse BIG for any out-of-pocket



expenses incurred by BIG in connection with this Agreement and carrying out the Services within thirty (30) days of presentation of reasonably itemized invoices to the Client as set forth in clause 5 below.

5. **Billing.** Accounts, including out-of-pocket expenses, will be rendered by BIG on a monthly basis. Accounts are due when rendered and payable within thirty (30) days from the date of the account. Interest on overdue accounts is calculated at the rate of 12% per annum commencing thirty (30) days following the date of the invoice until the account is paid in full.
6. **Information Provided to BIG.** The Client agrees to furnish, on a timely basis, all information reasonably requested by BIG in connection with this Agreement, including information with respect to the assets, liabilities, earnings, earning potential, financial condition, historical performance, future prospects and financial projections, and any assumptions used in the development of such projections. BIG is entitled to rely (without independent verification) upon any information furnished by the Client or any individual on behalf of the Client, and is entitled to assume that all such information is true, correct and complete in all material respects and does not contain any untrue statements of material fact or omit to state a material fact necessary to ensure the information supplied is not. BIG is not liable or responsible for any loss or damage suffered by the Client or others if any misstatement, error or omission in any material, information, document or representation supplied or approved by the Client. If at any time during the effectiveness of this Agreement, the Client or any of the Client's agents or advisors becomes aware of any material change in any of the information previously furnished to BIG, the Client will promptly advise BIG of the change.
7. **Confidentiality.**
 - a) For the purpose of this section, the term "Confidential Information" includes, but is not limited to, all business and financial information, marketing and strategic plans, equipment details, software programs, manuals, maps, customer and client lists, employee information, supplier information, analyses, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, designs, formulae, innovations, techniques, data, patents and trade secrets of the Client, as well as the present and contemplated products, techniques and other services evolved or to be used by the Client. Confidential Information does not include such portions of the Confidential Information which: (i) are, or prior to the time of disclosure or utilization become, generally available to the public; (ii) are received by BIG from an independent third party who had obtained the Confidential Information lawfully and was, to the best of BIG's knowledge, under no obligation of secrecy or duty of confidentiality owed to the Client; (iii) BIG can show was in BIG's lawful possession before BIG received such Confidential Information from the Client, or (iv) BIG can show that such Confidential Information was independently developed by BIG having no access to the Confidential Information at the time of its independent development.
 - b) In the course of performing the Services, BIG acknowledges and understands that it will have access to and will be entrusted with Confidential Information which is not public, but is proprietary and confidential to the Client. BIG shall keep the Confidential Information strictly confidential and shall take all necessary precautions against unauthorized disclosure of the Confidential Information during



the Term of this Agreement and thereafter. BIG shall not use or reproduce any Confidential Information, in any manner, except as reasonably required to perform the Services and/or fulfill the purposes of this Agreement. BIG shall ensure that any copies of Confidential Information it takes or makes are clearly marked, or otherwise identified as confidential and proprietary to the Client, and that all Confidential Information and copies thereof are stored in a secure location while in BIG's possession, control, charge or custody.

- c) BIG hereby agrees and acknowledges that the disclosure of any of the Confidential Information to competitors of the Client or to the general public would be highly detrimental to the best interests of the Client. Accordingly, BIG covenants and agrees with the Client that, save with the written consent of the Client, it will not, either during the Term of this Agreement, or at any time thereafter, directly or indirectly, disclose, allow access to, transmit or transfer any of such Confidential Information to any person other than its directors, officers, employees, consultants, agents and advisers or to similar representatives of the Client, nor shall it use the same for any purpose other than the purposes of performing the Services to be performed by BIG under this Agreement.
 - d) BIG acknowledges that it shall not acquire any right, title or interest in or to any Confidential Information by virtue of it having access to same during the Term of this Agreement.
 - e) In the event BIG is requested or required pursuant to any Court order, or other legal or regulatory demand, to disclose any Confidential Information to a third party, BIG agrees that it will provide the Client with prompt notice of such request or requirement so that the Client, at its option, may seek an appropriate protective order or other remedy to ensure that Confidential Information will be accorded confidential treatment.
 - f) Upon termination or expiry of this Agreement, for whatever reason, BIG agrees to:
 - (i) deliver to the Client, or destroy, all Confidential Information and copies thereof which are in its power or possession which relate in any way to the business of the Client, or its customers; and
 - (ii) remove any Confidential Information from BIG's computers, or computer databases that may have been created in the course of performing BIG's Services under this Agreement (other than information stored on back-up servers pursuant to retention of files laws and policies) and certify the return or destruction of all documents containing Confidential Information.
8. **Ownership of Work Product.** Any and all Work Product conceived, developed, reduced to practice or a definite and practical shape, invented, authored, wrote, created, produced or otherwise generated on behalf of the BIG or by any employee, agent, contractor, representative or other individual acting on behalf of BIG ("BIG Personnel") in connection with the performance of the Services will be the exclusive property of the Client. BIG shall assign and waive, and shall cause to be assigned or waived at BIG's expense, any right, title and interest in and to the Work Product to or in favour of the Client. In this Agreement, "Work Product" includes, without limitation any and all of the following: (a) any invention, process, formula, algorithm, specification, technique, concept, idea, method, diagnostic, compound, development,



composition, apparatus, machine, test, design, trade secret, know how or any improvement, modification, thereto or any issued patent, industrial design or application therefor applied for, issued or granted in any jurisdiction anywhere in the world, including but not limited to reissues, divisions, continuations, continuations-in-part, re-examinations, renewals and substitutes thereof, foreign counterparts of the foregoing, including, without limitation, the right to apply for Letters Patent in the United States, Canada and all other countries throughout the world and all rights to claim priority based on said applications under the terms of any international convention, and all rights in the United States, Canada and all other countries throughout the world to sue and recover for past or future infringement of such rights; (b) trade names, trademarks, trade secrets, service names, service marks, business names, product names, brands, logos and other distinctive identifications used in commerce, whether in connection with products or services, and the goodwill associated with any of the foregoing; (c) original works of authorship, derivative works and other copyrightable works of any nature, and fixations of any of the foregoing; (d) computer software or code of any type (whether source code or object code) in any programming or markup language, underlying any type of computer programming (whether application software, middleware, firm ware or system software) including, but not limited to, applets, assemblers, compilers, design tools, and user interfaces, databases and fixations thereof; (e) uniform resource locators, website addresses, domain names, website content and all fixations thereof; and (f) any other intellectual and industrial property in and to the foregoing, which is recognized under the law of any jurisdiction anywhere in the world, whether under common law, by statute or otherwise.

9. **Moral Rights.** BIG acknowledges and agrees that the Client may use, alter, vary, adapt and exploit any Work Product as the Client sees fit, in its sole and unfettered discretion. At its own expense, BIG shall cause to be assigned, waived or released any and all rights including, but not limited to, all moral rights (as defined under the Copyright Act (Canada)), in or otherwise relating to any Work Product in favour of the Client, its successor and assigns.
10. **Further Assurances.** At the requested of the Client, BIG will promptly do all acts and execute and deliver to the Client all instruments that may be required to effect, register, record, or otherwise perfect the interest of the Client in or relating to Work Product, and BIG will cause the BIG Personnel to do the same.
11. **Conflicts.** BIG assists other companies and individuals, some of whom may, on occasion, be competitors or adverse in interest to the Client. BIG will not disclose to others any sensitive, proprietary or otherwise confidential information of a non-public nature concerning or affecting the Client's affairs, unless such disclosure is authorized by the client or required to defend BIG against any claim, action, suit, or proceeding, or to the extent such disclosure is required by any applicable law or regulation.
12. **Announcements.** The Client acknowledges that BIG may announce this Agreement and the Client to persons and entities selected by BIG, and in certain electronic and print publications, including BIG's website and the Client agrees to such disclosure.
13. **Legal and Tax Advice.** BIG will not provide or be responsible for obtaining legal or tax advice with respect to the Client, nor any other legal and regulatory requirements and issues which may arise pursuant to this Agreement. The Client is responsible for



ensuring compliance with all legal and regulatory requirements in connection with all aspects of this Agreement.

14. **Best Efforts/Timely Performance.** BIG will use all reasonable efforts to perform the Services described in Schedule "A" to this Agreement within the time-frame agreed upon by the parties. Neither the execution and/or delivery of this Agreement, nor the provision of Services hereunder constitutes a guarantee or commitment, express or implied, on the part of BIG, as to the timeliness of BIG's performance of the Services. Further, BIG shall not be liable for failures or delays in performance that arise from causes beyond our control.
15. **Indemnification.** The Client shall indemnify BIG from and against all losses, damages, costs and expenses, and hold BIG harmless from and against any and all claims, liabilities, demands, actions, causes of action, lawsuits and proceedings which may be made or brought against or suffered by BIG, or which it may suffer or incur as a result of, in respect of or arising out of, the performance of the Services, save and except for such claims, demands, actions, lawsuits or proceedings arising out of the gross negligence or willful misconduct of BIG or any breach of this Agreement.
16. **Non-Solicitation.** During the Term and for a period of one (1) year thereafter, the Client will not directly or indirectly recruit, solicit or hire any employee of BIG, or induce or attempt to induce any employee of BIG to terminate his/her employment with, or otherwise cease his/her relationship with BIG.
17. **Successors and Assigns.** This Agreement and all obligations and benefits of the Client and BIG shall bind the Client and BIG and any of the respective successors and assigns of either.
18. **Termination on Notice.**
 - a) Either party may terminate this Agreement at any time upon the provision of thirty (30) days' written notice to the other party:
 - i) If BIG provides such notice and subject to section 1 of this Agreement, the Client shall, in its sole discretion, have the right to immediately terminate the Agreement and BIG will be entitled to no further compensation except for any Fees earned and out-of-pocket expenses incurred to the effective date of the termination of this Agreement.
 - ii) If the Client provides such notice and subject to section 1 of this Agreement, BIG shall, in its sole discretion, have the right to immediately terminate the Agreement and BIG will be entitled to no further compensation except the following lump sum payments:
 - (i) any Fees which have accrued (whether earned or unearned pursuant to Section 1 hereof) to the effective date of termination;
 - (ii) out of pocket expenses incurred prior to the effective date of termination which are otherwise reimbursable by the Client pursuant to the terms of this Agreement; and
 - (iii) a lump sum payment of \$50,000.



19. **Arbitration of Disputes.** The Client and BIG agree that all claims or controversies, whether such claims or controversies arose prior to, on, or subsequent to the date hereof, between the Client and BIG or any of the present or former members, managers, officers, employees, agents and representatives of either party concerning or arising from, without limitation, the construction, performance or breach of this Agreement, or any duty arising therefrom, shall be determined by arbitration. Any arbitration under this Agreement shall be conducted pursuant to the laws of the Province of Alberta before a single arbitrator, and shall be binding upon the Client and BIG. The costs of the arbitrator shall be borne equally by the Client and BIG, and each of the Client and BIG shall bear their respective legal and other fees, unless the arbitrator decides to allocate a greater burden of said costs and fees to the unsuccessful party.
20. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in:
- a) writing and shall be validly given or made to another party if personally served, or if deposited in the Canadian mail, certified or registered, postage prepaid, return receipt requested, but not required; or
 - b) via electronic mail.

If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the Canadian mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to BIG:

Business Instincts Group Inc.,
200, 5970 Centre Street SE.
Calgary, Alberta T2H 0C1

Attention: Cameron Chell
Fax: [REDACTED]

If to the Client:

Redfall Technologies Inc.
400, 329 – 23 Avenue SW
Calgary, Alberta T2S 0J2

Attention: Geoff Gordon
[REDACTED]

Any party hereto may change its office or email addresses for purposes of this paragraph by written notice given in the manner provided above.

21. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or



relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof.

22. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
23. **Survival.** Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.
24. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein and the remainder of this Agreement shall nevertheless remain in full force and effect.
25. **Entire Understanding.** This document, and Schedule "A" hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.
26. **Jurisdiction.** The laws of the Province of Alberta shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties hereto irrevocably submit to the jurisdiction of Alberta for the purpose of any legal suit, action or other proceeding arising out of the Agreement.
27. **Counterparts.** Each party hereto may sign this Agreement in counterparts and deliver such counterparts by facsimile or other electronic delivery, which parts will be read together and construed as if all signing parties had signed one copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Business Instincts Group

Per: 
Name: Cameron Chell
Title: CEO

Redfall Technologies Inc.

Per: _____
Name: Geoff Gordon
Title: CEO



relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof.

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27. **Counterparts.** Each party hereto may sign this Agreement in counterparts and deliver such counterparts by facsimile or other electronic delivery, which parts will be read together and construed as if all signing parties had signed one copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Business Instincts Group

Per: _____
Name: Cameron Chell
Title: CEO

Redfall Technologies Inc.

Per:  _____
Name: Geoff Gordon
Title: CEO



APPENDIX A

BREAKDOWN: The following is a breakdown of what the team at Business Instincts Group will provide for our monthly retainer in order to execute on growing the vision of Redfall Technologies.

| POSITIONS & SERVICES PROVIDED | | COST |
|-------------------------------|--|------------------|
| Public Relations Coordinator | Liaise with media contacts, develop and orchestrate storyline in the media, manage database of press contacts, | \$ [REDACTED] |
| Project Coordinator | Ensure deadlines and budgets are being adhered to, administrative support for the team, general support when necessary | \$ [REDACTED] |
| RIPKIT Management | Conduct weekly RIPKIT meetings, conduct Quarterly Offsites, manage RIPKIT access and updates | \$ [REDACTED] |
| Shareholder Communication | Shareholder and investor communication strategy and execution, management of Sharefile content. | \$ [REDACTED] |
| Research | Research for product, brand, finance, and IP | \$ [REDACTED] |
| TOTAL COST | | \$600,000 |

PERFORMANCE:

Our performance will be reviewed quarterly, measured against the RIPKIT by the CEO and the Board of Directors.

TERM:

February 1st, 2014 – January 31st, 2015

FEES:

Subject to Section 1 of this Agreement, as compensation for the Services rendered pursuant to this Agreement and as compensation for past services provided by BIG to the Client prior to the Effective Date of this Agreement, REDFALL shall pay to BIG any amounts due within 30 days of receipt of invoice.

Subject to Section 1 of this Agreement, the Fees payable pursuant to this Agreement shall be \$50,000 per month for the term of this Agreement. For greater certainty, BIG shall not invoice the Client for any Fees until the earlier of: a) the closing of either a Subsequent Financing or a Liquidity Event Transaction in the event such closing occurs prior to the Liquidity Event Deadline; and b) the effective date of termination in the event the Client terminates this



Agreement prior to the Liquidity Event Deadline. The Fees do not include GST, which will be reflected on invoices.

Unexpected expenses will require approval from the Client before commitment from BIG.

SIGNED

Cameron Chell, CEO,
Business Instincts Group Inc.

Geoff Gordon, CEO
Redfall Technologies Inc.



Agreement prior to the Liquidity Event Deadline. The Fees do not include GST, which will be reflected on invoices.

Unexpected expenses will require approval from the Client before commitment from BIG.

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Cameron Chell, CEO,
Business Instincts Group Inc.

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