

## SHARE EXCHANGE AGREEMENT

**THIS AGREEMENT** is made effective November 29, 2021,

**AMONG:**

**PROSPECT PARK CAPITAL CORP.**, a corporation existing under the laws of Ontario

("PPK")

**AND:**

**102130706 SASKATCHEWAN INC.**, a company existing under the laws of Saskatchewan

("Tutors on Demand")

**AND:**

**THE HOLDERS OF SHARES ISSUED BY TUTORS ON DEMAND**, as listed in Schedule "A" attached hereto

(collectively, the "**Tutors on Demand Shareholders**")

**WHEREAS:**

- A. The Tutors on Demand Shareholders are the owners of all of the issued and outstanding shares issued by Tutors on Demand; and
- B. PPK wishes to purchase all of the issued and outstanding shares of Tutors on Demand from the Tutors on Demand Shareholders in exchange for an aggregate of 13,950,000 PPK Shares (as defined herein) at a deemed price of \$0.065 per PPK Share, upon and subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

**1. INTERPRETATION**

**1.1 Defined terms** – The following terms have the following meanings in this Agreement:

- (a) "**Acquisition**" means the acquisition of all of the Tutors on Demand Shares by PPK in exchange for PPK Shares, pursuant to the terms and conditions of this Agreement;
- (b) "**Agreement**" means this share exchange agreement among PPK, Tutors on Demand and the Tutors on Demand Shareholders dated November 29, 2021;
- (c) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the Parties to this Agreement;

- (d) **"BCICAC"** means the British Columbia International Commercial Arbitration Centre and includes any entity which replaces the BCICAC or which substantially succeeds to its powers or functions;
- (e) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;
- (f) **"Closing"** means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (g) **"Closing Date"** means December 3, 2021 or such other date as mutually agreed by PPK and Tutors on Demand;
- (h) **"Closing Share"** has the meaning set forth in Section 2.1(a);
- (i) **"CSE"** means the Canadian Securities Exchange;
- (j) **"Governmental Authority"** means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, and includes but is not limited to health and medical regulatory authorities;
- (k) **"Intellectual Property Rights"** means any and all intellectual property rights and similar proprietary rights throughout the world relating to the Tutors on Demand Platform, including all (i) patents and patent applications of any type, and all inventions disclosed in the foregoing, (ii) industrial designs, (iii) trade-marks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, and all goodwill associated with the foregoing, (iv) copyrights, including all derivative works, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (v) Trade Secrets (vi) registrations and applications for registration of any of the foregoing, (vii) rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing, (viii) rights to collect income and royalties from any of the foregoing, and (ix) proprietary data;
- (l) **"Material Adverse Change"** means, with respect to a Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, or financial conditions of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting the industries in which PPK and Tutors on Demand operate, as applicable, as a whole in North America, and not specifically relating to the Party and/or its subsidiaries, including changes in laws (including tax laws); or (ii) any natural or biological disaster, including an escalation in the severity of the COVID-19 pandemic, where the Parties are located, provided such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;
- (m) **"Material Contract"** means all contracts material to the operation of the business of Tutors on Demand or relating to the Tutors on Demand Intellectual Property Rights or Tutors on Demand Platform;
- (n) **"New Tutors on Demand Certificate"** has the meaning set out in Section 6.2(a)(iii);

- (o) **"Parties"** means each of PPK, Tutors on Demand and the Tutors on Demand Shareholders and **"Party"** means each one of them, as applicable;
- (p) **"Person"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (q) **"PPK"** means Prospect Park Capital Corp.;
- (r) **"PPK Disclosure Record"** means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by Applicable Laws to be filed by or on behalf of PPK prior to the date of this Agreement;
- (s) **"PPK Shares"** means the common shares in the capital of PPK;
- (t) **"Security Interest"** includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off;
- (u) **"Third Party IP Rights"** means any and all intellectual property rights and similar proprietary rights throughout the world of any Person other than Tutors on Demand, including all (i) patents and patent applications of any type, and all inventions disclosed in the foregoing, (ii) industrial designs, (iii) trade-marks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, and all goodwill associated with the foregoing, (iv) copyrights, including all derivative works, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (v) Trade Secrets (vi) registrations and applications for registration of any of the foregoing, (vii) rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing, (viii) rights to collect income and royalties from any of the foregoing, and (ix) proprietary data;
- (v) **"Time of Closing"** means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as PPK and Tutors on Demand may agree;
- (w) **"Trade Secrets"** means any know-how, trade secrets and other proprietary or confidential information;
- (x) **"Tutors on Demand"** means 102130706 Saskatchewan Inc.;
- (y) **"Tutors on Demand Intellectual Property Rights"** means all Intellectual Property Rights owned or purported to be owned by Tutors on Demand;
- (z) **"Tutors on Demand Platform"** means the Tutors on Demand virtual marketplace which enables the connection of qualified tutors with student learners who require additional educational support.

Tutors on Demand can be private-labeled for organizations and other tutoring businesses utilizing the Tutors on Demand Platform.

- (aa) **"Tutors on Demand Shareholders"** means the Persons listed in Schedule "A" attached hereto;
- (bb) **"Tutors on Demand Shares"** means the 13,950,000 issued and outstanding Class A common shares in the capital of Tutors on Demand;
- (cc) **"Tutors on Demand Trade Secrets"** has the meaning set forth in Section 5.2(o)(vii);

1.2 **Schedules** – The following schedule attached hereto constitutes a part of this Agreement:

Schedule "A" – List of Tutors on Demand Shareholders

1.3 **Headings** – The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation** – Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Knowledge** – Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

## 2. **PURCHASE AND SALE**

2.1 **Agreement** – Subject to the terms and conditions of this Agreement:

(a) on the Closing Date, each of the Tutors on Demand Shareholders hereby agrees to sell, assign and transfer to PPK all (and not less than all) of the Tutors on Demand Shares owned by such Tutors on Demand Shareholder as set forth in Schedule "A", and PPK agrees to purchase all (and not less than all) of the Tutors on Demand Shares from each of the Tutors on Demand Shareholders in exchange for the issuance of an aggregate of 13,950,000 PPK Shares at a deemed price of \$0.065 per PPK Share (the **"Closing Shares"**) to the Tutors on Demand Shareholders as set forth in Schedule "A", subject to adjustment in the event of any stock splits, consolidations, stock dividends or other events affecting the outstanding PPK Shares or Tutors on Demand Shares; and

(b) if a Tutors on Demand Shareholder appears to be entitled to a fractional PPK Share, the Tutors on Demand Shareholder's entitlement will be rounded down to the nearest whole number of PPK Shares.

2.2 **Acknowledgements of the Tutors on Demand Shareholders** – Each of the Tutors on Demand Shareholders hereby acknowledges and agrees with PPK as follows:

(a) the Tutors on Demand Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of their jurisdiction of residence which apply to the sale of the PPK Shares and the issuance of PPK Shares and which may impose restrictions on the resale of such PPK Shares in that jurisdiction and it is the responsibility of the Tutors on Demand Shareholder to find out what those trade restrictions are, and to comply with such restrictions before selling its PPK Shares; and

(b) the certificates for PPK Shares may bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that such Tutors on Demand Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions.

### 3. COVENANTS AND AGREEMENTS

3.1 **Given by PPK** – PPK covenants and agrees with Tutors on Demand and the Tutors on Demand Shareholders, that PPK will:

(a) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of PPK contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of PPK untrue or incorrect in any material respect;

(b) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of PPK of its obligations under this Agreement prior to the Closing;

(c) use its reasonable efforts to promptly obtain such approval(s) from the CSE as necessary in connection with completion of the Acquisition and the listing of the Closing Shares on the CSE as freely tradeable shares as of the Closing Date;

(d) issue the PPK Shares pursuant to Section 2.16 (Take-over bid and issuer bid) of National Instrument 45-106 – *Prospectus Exemptions*; and

(e) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Closing Date, or such other date as may be mutually agreed by the parties hereto, acting reasonably.

3.2 **Given by Tutors on Demand** – Tutors on Demand covenants and agrees with PPK that Tutors on Demand will:

(a) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Tutors on Demand contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;

(b) not issue any additional debt, equity or convertible securities in the capital of Tutors on Demand;

- (c) not borrow money or incur any indebtedness for money borrowed, other than in the ordinary course of business;
- (d) not make loans, advances or other similar payments (other than in relation to costs and expenses incurred for the purposes of completing the Acquisition);
- (e) not declare or pay any dividends or distribute any of Tutors on Demand's properties or assets;
- (f) not amend Tutors on Demand's constituting documents, except as required to give effect to the transactions contemplated herein;
- (g) except as expressly permitted or contemplated herein, not enter into any transaction or material contract not in the ordinary course of business;
- (h) conduct its operations according to its ordinary and usual course of business consistent with past practices;
- (i) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of Tutors on Demand of its obligations under this Agreement;
- (j) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Closing Date, or such other date as may be, mutually agreed by the parties hereto, acting reasonably; and
- (k) from and including the date of this Agreement through to and including the Time of Closing, except as set out in this Agreement, not reach any agreement or understanding with any other party to issue any securities without the prior written consent of PPK.

**3.3 Given by the Tutors on Demand Shareholders** – Each of the Tutors on Demand Shareholders covenants and agrees with PPK that such Tutors on Demand Shareholder will:

- (a) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of such Tutors on Demand Shareholder contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any such representation or warranty untrue or incorrect in any material respect;
- (b) not transfer, sell, encumber or otherwise dispose of any of its Tutors on Demand Shares or any interest therein without the prior written consent of PPK; and
- (c) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Closing Date.

#### 4. CONDITIONS PRECEDENT

4.1 **In favour of all Parties** – The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) PPK shall have completed such filings with the CSE as are necessary in connection with completion of the Acquisition and the listing of the Closing Shares on the CSE as freely tradeable shares as of the Closing Date;
- (b) there shall have been obtained the written consents or approvals of any Governmental Authority or persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied; and
- (c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement.

4.2 **In favour of PPK** – PPK's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

- (a) Tutors on Demand having no outstanding agreements, options, rights or privileges (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any securities of Tutors on Demand, including but not limited to incentive stock options and warrants.
- (b) the Tutors on Demand Shareholders and the Tutors on Demand board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Tutors on Demand, as contemplated hereunder;
- (c) Tutors on Demand and each of the Tutors on Demand Shareholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;
- (d) the representations and warranties contained in this Agreement of Tutors on Demand and each of the Tutors on Demand Shareholders shall be true in all material respects as if such representations and warranties had been made by Tutors on Demand and such Tutors on Demand Shareholders as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (e) Tutors on Demand having no outstanding indebtedness or liabilities;
- (f) Tutors on Demand being in good standing in respect of all of its material obligations due and owing in respect of all of their Material Contracts;
- (g) all documents necessary to complete the transfer of all legal and beneficial ownership of all (and not less than all) Tutors on Demand Shares, including all documents required to be delivered by Tutors on Demand pursuant to Section 6.2 herein, shall have been delivered at the Closing; and
- (h) the absence of any Material Adverse Change with respect to Tutors on Demand.

The conditions precedent set forth above are for the exclusive benefit of PPK and may be waived by it in whole or in part on or before the Time of Closing.

**4.3 In favour of Tutors on Demand** – The obligations of Tutors on Demand and the Tutors on Demand Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) the PPK board of directors having given all necessary approvals for the entry into of this Agreement and all transactions to be completed by PPK, as contemplated hereunder;
- (b) PPK shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;
- (c) the PPK board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by PPK, as contemplated hereunder;
- (d) the representations and warranties of PPK contained in this Agreement shall be true in all material respects as if such representations and warranties had been made by PPK as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (e) all documents required to be delivered by PPK pursuant to Section 6.3 herein shall have been delivered at the Closing; and
- (f) the absence of any Material Adverse Change with respect to PPK.

The conditions precedent set forth above are for the exclusive benefit of Tutors on Demand and the Tutors on Demand Shareholders and may be waived by Tutors on Demand (on its own behalf and on behalf of the Tutors on Demand Shareholders) in whole or in part on or before the Time of Closing.

## 5. REPRESENTATIONS AND WARRANTIES

**5.1 Concerning PPK** – In order to induce Tutors on Demand and the Tutors on Demand Shareholders to enter into this Agreement and complete their respective obligations hereunder, PPK represents and warrants to and covenants with Tutors on Demand and the Tutors on Demand Shareholders as follows:

- (a) **Incorporation and Qualification** – PPK is a corporation incorporated and existing under the laws of the Province of Ontario and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of PPK and is enforceable against PPK in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of PPK and is enforceable against PPK in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.



(c) **Corporate Authority** – The execution, delivery and performance by PPK of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of PPK.

(d) **Authorized and Issued Capital** – PPK is authorized to issue an unlimited number of common shares, of which 47,347,074 common shares are validly issued and outstanding, as fully paid and non-assessable shares as of the date hereof.

(e) **Additional Securities** – As at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of PPK or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of PPK except: (i) 95,088 common share purchase options; and (ii) 9,196,863 common share purchase warrants.

(f) **PPK Disclosure Record** – All documents and instruments comprising the PPK Disclosure Record have been filed on a timely basis with the applicable securities authorities pursuant to applicable securities laws and the rules and policies of the CSE, except where failure to do so would not have a material adverse effect on PPK. Each of the documents and instruments comprising the PPK Disclosure Record, at the time of its filing, complied in all material respects with the applicable requirements of securities laws and the rules and policies of the CSE. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the documents and instruments constituting the PPK Disclosure Record did not contain any material misrepresentation. To the knowledge of PPK, the PPK Disclosure Record (other than confidential treatment requests) is not the subject of ongoing review, comment or investigation by any Governmental Authority or the CSE. PPK has not filed any confidential material change report or equivalent which at the date of this Agreement remains confidential.

(g) **Compliance with Laws** – PPK is conducting its business in compliance in all material respects with all Applicable Laws of Canada.

(h) **No Shareholder Approval** – The Acquisition does not require the approval of the shareholders of PPK.

5.2 **Concerning Tutors on Demand** – In order to induce PPK to enter into this Agreement and complete its obligations hereunder, Tutors on Demand represents and warrants to and covenants with PPK as follows:

(a) **Incorporation and Qualification** – Tutors on Demand is a corporation incorporated and existing under the laws of the Province of Saskatchewan and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Tutors on Demand and is enforceable against Tutors on Demand in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of Tutors on Demand and is enforceable against Tutors on Demand in accordance with its terms and

conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(c) **Required Approvals** – There is no requirement to obtain any third party consent or approval as a condition to the lawful completion by Tutors on Demand of the transactions contemplated by this Agreement.

(d) **Corporate Authority** – The execution, delivery and performance by Tutors on Demand of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Tutors on Demand.

(e) **Subsidiaries.** Tutors on Demand does not have any subsidiaries (as such term is defined in the *Business Corporations Act* (British Columbia)).

(f) **Authorized and Issued Capital** – The authorized capital of Tutors on Demand consists of an unlimited number of Class A common shares, of which 13,950,000 Class A common shares are validly issued and outstanding as fully paid and non-assessable shares. A true and complete list of the Tutors on Demand Shareholders, their names, addresses and holdings of Tutors on Demand Shares is set out in Schedule "A".

(g) **No Violation or Termination** – The transactions contemplated by this Agreement, nor the performance of Tutors on Demand's obligations hereunder, nor compliance by Tutors on Demand with any of the provisions hereof, will:

(i) result in a violation, contravention or breach of any of the terms, conditions or provisions of the constating documents of Tutors on Demand or any agreement or instrument to which Tutors on Demand is a party or by which Tutors on Demand is bound or constitute a default by Tutors on Demand thereunder, or under any statute, regulation, judgment, decree or law by which Tutors on Demand is subject or bound, or result in the creation or imposition of any lien upon the assets of Tutors on Demand;

(ii) result in a violation by Tutors on Demand of any Applicable Law or any applicable order of any Governmental Authority having jurisdiction over Tutors on Demand;

(iii) trigger a right of termination or acceleration, cause any indebtedness to come due before its stated maturity, cause any credit commitment to cease to be available, or cause any payment or other obligation to be imposed on Tutors on Demand;

(iv) cause the suspension or revocation of any permit currently in effect with respect to Tutors on Demand;

(v) result in a violation, breach or suspension, or otherwise adversely affect, the Material Contracts;

other than any such violations, contraventions, breaches, defaults, encumbrances, terminations or accelerations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Change on Tutors on Demand.

**Material Contracts** – Each Material Contract is in full force and effect and will not terminate as a result of the consummation of the transactions contemplated hereby. None of Tutors on Demand or, to the knowledge of Tutors on Demand, any other party thereto is in default or breach under the terms of any such Material Contract. Each Material Contract is a valid and binding obligation of Tutors on Demand party thereto and, to the knowledge of Tutors on Demand, each of the other parties, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditors’ rights and general principles of equity.

(h) **Tutors on Demand Securities** – Tutors on Demand has no outstanding Tutors on Demand Convertible Securities.

(i) **Tutors on Demand Shares** – The Tutors on Demand Shares to be transferred to PPK pursuant to this agreement are issued as fully paid and non-assessable common shares in the capital of Tutors on Demand.

(j) **Dividends** – Tutors on Demand has not declared or paid any dividends or distributed any of Tutors on Demand's properties or assets.

(k) **Liabilities** – Tutors on Demand has no outstanding liabilities or indebtedness, and has not borrowed money or incurred any indebtedness for money borrowed.

(l) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the Tutors on Demand Shares.

(m) **Compliance with Laws** – To the best of its knowledge, Tutors on Demand has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.

(n) **Compliance with Material Contracts** – Tutors on Demand is in good standing in respect of all of its material obligations due and owing in respect of all of its Material Contracts.

(o) **Title to Assets** – Tutors on Demand owns (with good title) all of the assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including any and all leasehold interests used in conducting the business of Tutors on Demand free and clear of all encumbrances.

(p) **Intellectual Property** –

(i) Tutors on Demand is the sole and exclusive owner of all Tutors on Demand Intellectual Property Rights, free and clear of any encumbrances;

(ii) Tutors on Demand owns or has a valid and enforceable license to use all Intellectual Property Rights necessary to, or used or held for use in, the conduct of the business of Tutors on Demand as currently conducted;

(iii) Tutors on Demand has not infringed, misappropriated or otherwise violated any Third Party IP Rights of any Person, and to the knowledge of the Tutors on Demand, no Person has infringed, misappropriated or otherwise violated any of the Tutors on Demand Intellectual Property Rights;

(iv) there are no pending or, to the knowledge of Tutors on Demand, threatened claims against Tutors on Demand or any of its employees alleging that any of the operation of Tutors on Demand's business or any activity by Tutors on Demand, or the manufacture, sale, offer for sale, importation, and/or use of the Tutors on Demand Platform infringes or violates (or in the past infringed or violated) the rights of others in or to any Third Party IP Rights;

(v) neither the operation of the business of Tutors on Demand, the Tutors on Demand Platform nor any activity by Tutors on Demand, nor offer for sale and/or sale of any services on the Tutors on Demand Platform infringes or violates (or in the past infringed or violated) any Third Party IP Rights or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP Rights;

(vi) Tutors on Demand has taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all Intellectual Property Rights, the value of which to Tutors on Demand is contingent upon maintaining the confidentiality thereof, and no such Intellectual Property Rights have been disclosed other than to Persons whom are bound by written obligations to maintain the confidentiality thereof;

(vii) all former and current employees, consultants and contractors of a Tutors on Demand have executed written instruments that assign to Tutors on Demand, all rights, title and interest in and to any and all (i) inventions, improvements, discoveries, writings and other works of authorship, and information relating to the business or the Tutors on Demand Platform or services being researched, developed, manufactured or sold by Tutors on Demand or that may be used with the Tutors on Demand Platform or services and (ii) Intellectual Property Rights relating thereto;

(viii) Tutors on Demand has taken reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets owned by Tutors on Demand or used or held for use by Tutors on Demand in its business (the "**Tutors on Demand Trade Secrets**"), including, without limitation, requiring each employee and consultant of a Tutors on Demand and any other person with access to Tutors on Demand Trade Secrets to execute a binding confidentiality agreement, copies or forms of which have been provided to PPK and, to the knowledge of Tutors on Demand, there has not been any breach by any party to such confidentiality agreements; and

(ix) following the Closing Time, Tutors on Demand will have the same rights and privileges in the Tutors on Demand Intellectual Property Rights as Tutors on Demand has in the Tutors on Demand Intellectual Property Rights immediately prior to the Closing Time.

(q) **Enforceability of the Tutors on Demand Intellectual Property Rights** – The Intellectual Property Rights are valid, in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in the abandonment, cancellation or unenforceability of any of the Intellectual Property Rights or any application, registration or patent in respect thereof.

(r) **No Infringement by Others** – To Tutors on Demand's knowledge, no Person has infringed the rights of Tutors on Demand in its Intellectual Property Rights or challenged Tutors on Demand's rights to the ownership and use of its Intellectual Property Rights.

- (s) **No Infringement** – Tutors on Demand has not received any notice or claim, nor has any knowledge that, the business of Tutors on Demand or any activity in which Tutors on Demand is engaged or any product or service which Tutors on Demand sells or provides, or the use of any of the Intellectual Property Rights, breaches, violates, infringes or interferes with any Third Party IP Rights or requires payment for the use of any patent, trade-name, Trade Secret, trade-mark, copyright or other intellectual property right or technology of another.
- (t) **No Option on Assets** – No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Tutors on Demand of any of the material assets of Tutors on Demand.
- (u) **No Shareholdings in PPK** – Tutors on Demand does not, legally or beneficially, own, directly or indirectly, any securities of PPK and does not have any right, agreement or obligation to purchase any securities of PPK or any securities or obligations of any kind convertible into or exchangeable for any securities of PPK.
- (v) **Insurance** – Tutors on Demand does not carry any insurance policies.
- (w) **Restriction on Business Activities** – There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Tutors on Demand that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of Tutors on Demand, any acquisition or disposition of property by Tutors on Demand, or the conduct of their business and which could reasonably be expected to have a Material Adverse Change on Tutors on Demand.
- (x) **No Breach of Laws** – To the best knowledge of Tutors on Demand, Tutors on Demand is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

5.3 **Concerning the Tutors on Demand Shareholders** – In order to induce PPK to enter into this Agreement and complete its obligations hereunder, each of the Tutors on Demand Shareholders severally represents and warrants to PPK that:

- (a) **Qualification** – If the Tutors on Demand Shareholder is an individual, he is of legal age and is legally competent to enter into and perform his obligations under this Agreement. If the Tutors on Demand Shareholder is a corporation, it is a corporation incorporated and validly existing under the jurisdiction of its incorporation and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement.
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of the Tutors on Demand Shareholder and is enforceable against such Tutors on Demand Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws.
- (c) **Title to Tutors on Demand Shares**
- (i) Such Tutors on Demand Shareholder is the legal and, unless otherwise indicated in Schedule "A", beneficial owner of the Tutors on Demand Shares, registered in its name as set out in Schedule "A",

with good title, free and clear of all liens, charges, encumbrances, Security Interests and resale restriction; and

(ii) On Closing, PPK will have good and valid title to such Tutors on Demand Shares free and clear of all liens, charges, encumbrances, Security Interests and resale restrictions.

(d) **No Other Agreements to Purchase** – Except for PPK's rights under this Agreement, there is no option, agreement or other right capable of becoming such to acquire from such Tutors on Demand Shareholder any of the Tutors on Demand Shares.

(e) **Resale Restrictions** – Such Tutors on Demand Shareholder acknowledges and agrees to be bound by any restrictions on the resale of the PPK Shares issued to it at the Closing, that may be imposed by Applicable Laws and agrees that the certificates representing such PPK Shares may contain a legend or legends to that effect or referring to such resale restrictions.

(f) **Independent Legal and Financial Advice** – Such Tutors on Demand Shareholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial (including tax) and other advice as it deems to be necessary or advisable in connection herewith, and waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to or shortness of time available to rely on such advice.

## 6. CLOSING

6.1 **Closing** – The Closing shall take place electronically at the Time of Closing, or at such other place upon which PPK and Tutors on Demand may agree.

6.2 **Deliveries by Tutors on Demand and the Tutors on Demand Shareholders** – At the Closing, Tutors on Demand shall deliver to PPK the following documents:

(a) a certified true copy of the resolutions of the Tutors on Demand board of directors evidencing that the board of directors have approved this Agreement, the Acquisition and all of the transactions of Tutors on Demand and the Tutors on Demand Shareholders contemplated hereunder and the resolutions shall include specific reference to:

(i) the sale and transfer of the Tutors on Demand Shares from the Tutors on Demand Shareholders to PPK as provided for in this Agreement;

(ii) the cancellation of existing share certificates representing the outstanding Tutors on Demand Shares immediately prior to Closing;

(iii) the issuance of one or more new certificate(s) (the "**New Tutors on Demand Certificate(s)**") representing the Tutors on Demand Shares registered in the name of the PPK, or otherwise as directed by PPK;

(b) instruments of transfer, or such other instrument, executed by each Tutors on Demand Shareholder evidencing the transfer of the Tutors on Demand Shares to PPK;

- (c) the New Tutors on Demand Certificate(s);
- (d) a certificate signed by authorized representatives of Tutors on Demand that the representations and warranties of Tutors on Demand contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date; and
- (e) such other materials or documents that are, in the opinion of PPK acting reasonably, required to be delivered by Tutors on Demand and the Tutors on Demand Shareholders in order to meet their obligations under this Agreement.

**6.3 Deliveries by PPK** – At the Time of Closing on the Closing Date, PPK shall deliver to Tutors on Demand, on its own behalf and on behalf of the Tutors on Demand Shareholders:

- (a) certified true copies of the resolutions of the board of directors of PPK evidencing the approval of this Agreement and all of the transactions of PPK contemplated hereunder;
- (b) proof of the issuance of the shares certificates or DRS statements representing the 13,950,000 PPK Shares referred to in Section 2(a), registered in the respective names of the Tutors on Demand Shareholders as set forth in Schedule "A";
- (c) evidence that PPK completed such filings with the CSE as are necessary in connection with completion of the Acquisition and the listing of the Closing Shares on the CSE as freely tradeable shares as of the Closing Date;
- (d) a certificate signed by an officer of PPK that the representations and warranties of PPK contained in this Agreement are true and correct in every respect as of the Time of Closing; and
- (e) such other materials or documents that are, in the opinion of Tutors on Demand acting reasonably, required to be delivered by PPK in order to meet its obligations under this Agreement.

## 7. **ORDINARY COURSE**

Until the Time of Closing, Tutors on Demand shall not, without the prior written consent of PPK, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and shall continue to carry on its business and maintain its assets in the ordinary course of business, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any officer, in each case without the prior written consent of PPK, and shall otherwise comply with its covenants as set forth in Section 3 hereof.

## 8. **TERMINATION**

**8.1 By the Parties** – This Agreement shall be terminated upon:

- (a) mutual written agreement by PPK and Tutors on Demand (on its own behalf and on behalf of the Tutors on Demand Shareholders) to terminate this Agreement; or

(b) written notice of a Party to the other if PPK, Tutors on Demand or any of the Tutors on Demand Shareholders, as applicable, has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default.

8.2 **Survival** – In the event this Agreement is terminated, the provisions of Section 10 shall survive the termination.

## 9. **STANDSTILL AGREEMENT**

From the Execution Date until the date of termination of this Agreement in accordance with Section 8, except for activities undertaken in connection with the Acquisition, Tutors on Demand will not, nor will it permit any Representative to directly or indirectly solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Acquisition, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid”, exempt or otherwise, within the meaning of the *Securities Act* (British Columbia), for securities or assets of Tutors on Demand, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Acquisition, including, without limitation, allowing access to any third party to conduct due diligence in respect of such activities, arrangements or transactions, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations.

## 10. **PUBLIC DISCLOSURE**

10.1 **Restrictions on disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of PPK and Tutors on Demand as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with PPK and Tutors on Demand, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

10.2 **Confidentiality** – Except with the prior written consent of PPK and Tutors on Demand, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of PPK and Tutors on Demand or any of the Tutors on Demand Shareholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the Party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

10.3 **Personal Information** – Each of the Tutors on Demand Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that Tutors on Demand and PPK, as applicable,



are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Tutors on Demand Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each Tutors on Demand Shareholder acknowledges and consents to Tutors on Demand and PPK, as applicable, retaining such personal information for as long as permitted or required by law or business practices. Each Tutors on Demand Shareholder further acknowledges and consents to the fact that Tutors on Demand and PPK, as applicable, may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the Tutors on Demand Shareholders in this Agreement and each Tutors on Demand Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

## 11. GENERAL

11.1 **Time** – Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

11.2 **Entire agreement** – This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

11.3 **Further assurances** – The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

11.4 **Amendments** – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by PPK and Tutors on Demand.

11.5 **Notices** – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

(a) to Tutors on Demand or the Tutors on Demand Shareholders:

**102130706 SASKATCHEWAN INC.**

139 Rochelle Bay

Saskatoon, SK S7N 4T1

Attention: Trent Fedak

E-mail: trent.fedak@gmail.com

with a copy to (which shall not constitute notice hereunder):

Bergerman Smith LLP  
Financial Building  
Suite 800, 230 22<sup>nd</sup> Street East  
Saskatoon, SK S7K 0E9  
Attention: Michael JG Wright  
E-mail: mwright@bergermanlaw.com

(b) to PPK:

**Prospect Park Capital Corp.**  
Suite 6000, 1 First Canadian Place  
PO Box 367, 100 King St W  
Toronto, ON M5X 1E2  
Attention: James Greig  
E-mail: james\_greig@hotmail.com

with a copy to (which shall not constitute notice hereunder):

DuMoulin Black LLP  
10th Floor, 595 Howe Street  
Vancouver, BC, V6C 2T5  
Attention: Garrett Lee  
Email: glee@dumoulinblack.com

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or e-mailed shall be deemed to have been given and received on the Business Day next following the date of delivery or e-mailing, as the case may be.

11.6 **Expenses** – Each Party shall be responsible for the payment of its own costs and expenses, including legal fees and disbursements, incurred by it in connection with the negotiation and execution of this Agreement.

11.7 **Assignment** – This Agreement may not be assigned by any Party hereto without the prior written consent of PPK and Tutors on Demand.

11.8 **Dispute Resolution** – Any dispute, controversy or claim arising out of or relating to this Agreement or the reach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator in accordance with the then current domestic commercial arbitration rules of the BCICAC.

11.9 **Governing law** – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

11.10 **Counterparts** – This Agreement may be executed in counterpart and by e-mail or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

11.11 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

11.12 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

11.13 **Independent Legal Advice** – Each of the Parties, respectively, acknowledges, confirms and agrees, in favour of each of the other Parties, that he, she or it had the opportunity to seek and was not prevented nor discouraged by any Party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that he, she or it did not avail himself, herself or itself with that opportunity prior to signing this Agreement, he, she or it did so voluntarily without any undue pressure and agrees that his, her or its failure to obtain independent legal advice shall not be used by him, her or it as a defence to the enforcement of his, her or its obligations under this Agreement.

***[Remainder of page intentionally left blank]***

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date first above written.

**PROSPECT PARK CAPITAL CORP.**

*"James Greig"*

\_\_\_\_\_  
Name: James Greig

Title: Chief Executive Officer

*Tutors on Demand and the Tutors on Demand  
Shareholders*

**102130706 SASKATCHEWAN INC.**

*"Trent Fedak"*

---

Name: Trent Fedak

Title: President

*[Shareholder signatures redacted]*

**Schedule "A"**  
**LIST OF HOLDERS OF TUTORS ON DEMAND SHARES**

<b>Name and Address of Tutor on Demand Shareholders</b>	<b>No. of Tutor on Demand Shares Owned</b>	<b>Current Percentage Ownership</b>	<b>Projected Number of PPK Shares Issued</b>
<i>[Personal shareholder information redacted]</i>	200,000	1.43%	200,000
<i>[Personal shareholder information redacted]</i>	200,000	1.43%	200,000
<i>[Personal shareholder information redacted]</i>	200,000	1.43%	200,000
<i>[Personal shareholder information redacted]</i>	3,000,000	21.51%	3,000,000
<i>[Personal shareholder information redacted]</i>	50,000	0.36%	50,000
<i>[Personal shareholder information redacted]</i>	2,000,000	14.34%	2,000,000
<i>[Personal shareholder information redacted]</i>	150,000	1.08%	150,000
<i>[Personal shareholder information redacted]</i>	100,000	0.72%	100,000
<i>[Personal shareholder information redacted]</i>	100,000	0.72%	100,000
<i>[Personal shareholder information redacted]</i>	750,000	5.38%	750,000
<i>[Personal shareholder information redacted]</i>	33,333	0.24%	33,333
<i>[Personal shareholder information redacted]</i>	300,000	2.15%	300,000
<i>[Personal shareholder information redacted]</i>	150,000	1.08%	150,000
<i>[Personal shareholder information redacted]</i>	150,000	1.08%	150,000

Schedule "A" - 2

<i>[Personal shareholder information redacted]</i>	50,000	0.36%	50,000
<i>[Personal shareholder information redacted]</i>	50,000	0.36%	50,000
<i>[Personal shareholder information redacted]</i>	350,000	2.51%	350,000
<i>[Personal shareholder information redacted]</i>	366,667	2.63%	366,667
<i>[Personal shareholder information redacted]</i>	150,000	1.08%	150,000
<i>[Personal shareholder information redacted]</i>	600,000	4.30%	600,000
<i>[Personal shareholder information redacted]</i>	150,000	1.08%	150,000
<i>[Personal shareholder information redacted]</i>	338,307	2.43%	338,307
<i>[Personal shareholder information redacted]</i>	338,307	2.43%	338,307
<i>[Personal shareholder information redacted]</i>	1,000,000	7.17%	1,000,000
<i>[Personal shareholder information redacted]</i>	273,386	1.96%	273,386
<i>[Personal shareholder information redacted]</i>	200,000	1.43%	200,000
<i>[Personal shareholder information redacted]</i>	100,000	0.72%	100,000
<i>[Personal shareholder information redacted]</i>	50,000	0.36%	50,000
<i>[Personal shareholder information redacted]</i>	200,000	1.43%	200,000
<i>[Personal shareholder information redacted]</i>	500,000	3.58%	500,000

Schedule "A" - 3

<i>[Personal shareholder information redacted]</i>	50,000	0.36%	50,000
<i>[Personal shareholder information redacted]</i>	300,000	2.15%	300,000
<i>[Personal shareholder information redacted]</i>	100,000	0.72%	100,000
<i>[Personal shareholder information redacted]</i>	350,000	2.51%	350,000
<i>[Personal shareholder information redacted]</i>	500,000	3.58%	500,000
<i>[Personal shareholder information redacted]</i>	550,000	3.94%	550,000
	<b>13,950,000</b>	<b>100.00%</b>	<b>13,950,000</b>



