

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 30th of August, 2016 (the “**Effective Date**”).

AMONG:

FUNDAMENTAL APPLICATIONS CORP., a corporation existing under the laws of the Province of British Columbia, having an office at Suite 242 - 515 West Pender Street, Vancouver, British Columbia V6B 6H5

(“**FUN**”)

AND:

OPINIT LLC, a limited liability company formed under the Delaware Limited Liability Company Act with a registered office located at 144 Robertson Blvd, Suite B, Los Angeles, CA 90048, USA

(“**OPINIT**”)

AND:

Holders of shares in OPINIT as set out herein at Schedule “A”

(collectively, the “**OPINIT Shareholders**”)

WHEREAS:

- A. The OPINIT Shareholders are collectively the legal and beneficial owners of 100% of the issued and outstanding common shares in the capital of OPINIT (the “**OPINIT Shares**”);
- B. FUN has agreed to purchase such 100% of the outstanding OPINIT Shares (the “**Acquisition**”) on the terms and conditions set forth in this Agreement; and
- C. The OPINIT Shareholders have agreed to the Acquisition.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions:

- (a) “**Acquisition**” has the meaning assigned to that term in Recital B;
- (b) “**Agreement**” means this agreement and any Schedules attached hereto;
- (c) “**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

- (d) “**Assets**” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to or usually or ordinarily used in the Business, as a going concern, or to which OPINIT is entitled in connection with the Business, including without limitation:
- (i) the Books and Records;
 - (ii) the Material Contracts;
 - (iii) the Goodwill;
 - (iv) the Intangible Property, including the Trademarks and the Patents; and
 - (v) the Owned Equipment;
- (e) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;
- (f) “**Board and Management Requirement**” has the meaning assigned to that term in Section 3.1;
- (g) “**Books and Records**” means all books, records, files, documents and other written existing Information relating to the Business or OPINIT, including without limitation the following:
- (i) lists of customers, service providers and suppliers (past, present and potential);
 - (ii) price lists;
 - (iii) records with respect to costs, prepaids, deposits and equipment;
 - (iv) advertising matter, correspondence, mailing lists, photographs, sales materials and records, purchasing materials and records;
 - (v) sales order and purchase order files;
 - (vi) correspondence files (including correspondence relating to discounts, rebates, deposits, tax credits, future commitments, standards of any relevant Governmental Authority, social service taxes, goods and services taxes, and claims or complaints by customers or clients); and
 - (vii) other records used in or required to continue the Business as heretofore and presently being conducted by OPINIT;
- (h) “**Business**” means the business surrounding the mobile application known as OPINIT;
- (i) “**Change of Control**” means, with respect to FUN after the Acquisition, any acquisition by a Person, or group of Persons acting in concert, of 50% or more of the voting securities of FUN;
- (j) “**Closing**” or “**Closed**” has the meaning assigned to that term in Section 10.1;

- (k) “**Closing Date**” has the meaning assigned to that term in Section 10.1;
- (l) “**Communication**” has the meaning assigned to that term in Section 15.8;
- (m) “**Drop Dead Date**” means September 7, 2016, or such other date as the parties may mutually approve in writing;
- (n) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;
- (o) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;
- (p) “**Escrow Agent**” shall be Computershare Investor Services Inc.;
- (q) “**Escrow Agreement**” means an escrow agreement in a form satisfactory to the Exchange, among FUN, the Escrow Agent and such OPINIT Shareholders as may be required by the Exchange to be parties thereto;
- (r) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
- (s) “**Exemptions**” has the meaning ascribed thereto in Section 2.5(a);
- (t) “**Foro Mobile Application**” is the mobile application known as Foro;
- (u) “**FUN Approvals**” means all necessary approvals and consents required to be obtained by FUN in connection with the transactions contemplated by this Agreement;
- (v) “**FUN Common Shares**” means common shares in the capital of FUN;
- (w) “**FUN Disclosure Documents**” has the meaning assigned to that term in paragraph 9 of Schedule F;
- (x) “**FUN Financial Statements**” has the meaning assigned to that term in paragraph 16 of Schedule F;
- (y) “**FUN Investigation**” has the meaning assigned to that term in Section 5.2(a);
- (z) “**FUN’s Representatives**” has the meaning assigned to that term in Section 5.2(a);
- (aa) “**FUN Payment Shares**” means the FUN Common Shares to be issued to the OPINIT Shareholders under the terms and conditions of this Agreement as further described in Section 2.2;
- (bb) “**Goodwill**” means the goodwill of OPINIT including, without limitation, all customer lists, documents, records, correspondence and other Information related to the Business;
- (cc) “**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or

entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

- (dd) “**Initial Consideration Shares**” has the meaning assigned to that term in Section 2.2;
- (ee) “**Intangible Property**” means all right, title and interest of OPINIT in and to all registered and unregistered Trademarks, trade or brand names, copyrights, designs, inventions, software, licenses, distribution agreements, authorities, restrictive covenants, and other rights used in connection with the Business;
- (ff) “**ITA**” means the *Income Tax Act* (Canada);
- (gg) “**Listing**” has the meaning assigned to that term in paragraph 4 of Schedule F;
- (hh) “**LOI**” means the letter of intent between FUN and OPINIT dated July 15, 2016;
- (ii) “**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;
- (jj) “**McMillan**” means McMillan LLP, legal counsel to FUN;
- (kk) “**Old Documents**” has the meaning assigned to that term in Section 10.2(a)(iii);
- (ll) “**OPINIT**” has the meaning ascribed to that term on the face page of this Agreement;
- (mm) “**OPINIT Approvals**” means all necessary approvals and consents required to be obtained by OPINIT in connection with the transactions contemplated by this Agreement;
- (nn) “**OPINIT Financial Statements**” means the audited consolidated balance sheets, statements of income, retained earnings and cash flows of OPINIT for the most recently completed financial year (if applicable), prepared in accordance with international financial reporting standards;
- (oo) “**OPINIT Shareholder**” has the meaning ascribed to that term on the face page of this Agreement;
- (pp) “**OPINIT Shareholder Consent Agreement**” means the consent agreement to be entered into between FUN and each OPINIT Shareholder by the Time of Closing, the form of which is attached hereto as Schedule S;
- (qq) “**OPINIT Investigation**” has the meaning assigned to that term in Section 5.1(a);
- (rr) “**OPINIT Representatives**” has the meaning assigned to that term in Section 5.1(a);
- (ss) “**OPINIT Shareholders**” means the parties listed as legal and beneficial shareholders of OPINIT on Schedule A of this Agreement;

- (tt) “**OPINIT Shares**” has the meaning assigned to that term in Recital A; and
- (uu) “**OPINIT Subsidiaries**” means the wholly owned Subsidiaries as set out in Schedule D.
- (vv) “**Owned Equipment**” means all equipment, computer equipment, production equipment, office equipment, furniture, furnishings and tools of any kind owned by OPINIT and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing, a complete and accurate list of which is attached as Schedule L;
- (ww) “**Performance Shares**” has the meaning assigned to that term in Section 2.3;
- (xx) “**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);
- (yy) “**Personal Information**” has the meaning assigned to that term in Section 14.3;
- (zz) “**Purchase Price**” has the meaning assigned to that term in Section 2.1;
- (aaa) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (bbb) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (ccc) “**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to permit the Acquisition to be effected, including, without limitation, approval of the Exchange and the applicable Securities Commissions;
- (ddd) “**Representative**” has the meaning assigned to that term in Section 12.1;
- (eee) “**Securities Act**” means the *British Columbia Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;
- (fff) “**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;
- (ggg) “**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;
- (hhh) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

- (iii) **“Subsidiary”** means a subsidiary within the meaning of Section 2(2) of the BCBCA and **“Subsidiaries”** means more than one Subsidiary;
- (jjj) **“Tax”** or **“Taxes”** means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;
- (kkk) **“Third Party”** means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement;
- (lll) **“Time of Closing”** has the meaning assigned to that term in Section 10.1;
- (mmm) **“Trademarks”** means all registered and common law marks held by OPINIT, including but not limited to OPINIT;
- (nnn) **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (ooo) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (ppp) **“U.S. Placee”** means (i) a U.S. Person, (ii) any person who receives or received an offer of the FUN Payment Shares while in the United States; (iii) any person acquiring the FUN Payment Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Share Exchange Agreement; and
- (qqq) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

1.2 Schedules:

The following schedules are attached to and form part of this Agreement:

Schedule	Title
A	OPINIT Authorized and Issued Securities
B	FUN Authorized and Issued Securities
C	Debts and Liabilities of OPINIT
D	Subsidiaries of OPINIT
E	Representations and Warranties of OPINIT
F	Representations and Warranties of FUN
G	Representations and Warranties of the OPINIT Shareholders

H	OPINIT Material Contracts
I	FUN Material Contracts
J	Royalties Payable by OPINIT
K	OPINIT Intangible Property
L	Owned Equipment
M	Management Incentive Milestones
N	List of Encumbrances
O	Litigation
P	Insurance Policies
Q	List of Employees
R	U.S. Representation Letter for U.S. Places
S	OPINIT Shareholder Consent Agreement

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, at the Time of Closing, each of the OPINIT Shareholders agrees to sell all of their ownership interest in and to the OPINIT Shares, as described in Schedule A, to FUN free and clear of all Encumbrances and FUN agrees to purchase all of the OPINIT Shares from the OPINIT Shareholders.

2.2 In consideration of the sale by the OPINIT Shareholders of the OPINIT Shares, FUN will issue pro rata to the OPINIT Shareholders 7,500,000 FUN Common Shares (the “**FUN Payment Shares**”) at a deemed price of \$0.20 per share on Closing as more particularly set out in Schedule B provided that 3,500,000 of the FUN Payment Shares will be issued and released immediately on closing (the “**Initial Consideration Shares**”), subject to the restrictions described in section 2.5 below, and the balance of which FUN Payment Shares shall be issued and released subject to Section 2.3 below.

The parties acknowledge and agree that the fair market value of the FUN Payment Shares issued to the OPINIT Shareholders in exchange for the OPINIT Shares will be equal to the fair market value of the OPINIT Shares surrendered in exchange therefor, and such FUN Payment Shares represent the sole consideration received by such OPINIT Shareholder in exchange for the OPINIT Shares. The FUN Payment Shares will be issued to the OPINIT Shareholders on a pro rata basis based on the number of OPINIT Shares owned by each OPINIT Shareholder immediately before Closing.

2.3 Subject to the satisfaction of the following performance milestones, FUN shall issue to the OPINIT Shareholders, pro rata in proportion to their holdings of OPINIT Shares at the Time of Closing, a total of up to 4,000,000 additional shares (the “**Performance Shares**”) in accordance with the following:

- i) 2,000,000 of the Performance Shares (the “**Milestone 1 Performance Shares**”) will be released pro-rata to the Opinit Shareholders in the proportions set forth opposite the name of each Opinit Shareholder in Schedule B hereto upon the completion of the development and release of the BETA version of the university instance desktop portal including integration feeds from OPINIT mobile application and the Foro mobile application (in alignment with the university campus list within the Foro mobile application as of the signing of the LOI) (this achievement, “**Milestone 1**”);
- ii) Up to 2,000,000 Performance Shares (the “**Milestone 2 Performance Shares**”) will be released pro-rata to the Opinit Shareholders in connection with the combined user counts of both the OPINIT mobile application and the Foro Mobile Application according to the following schedule:

Total Combined Users	Escrow Shares Released
200,000 *	500,000
300,000	500,000
400,000	500,000
500,000	500,000
Total	2,000,000

- iii) In the event FUN enters into any form of amalgamation, merger, arrangement or similar transaction which results in the acquisition of 20% or more of the voting securities of FUN, the entirety of the Performance Shares will be issued and released to the Opinit Shareholders.

2.4 FUN does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by OPINIT Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by OPINIT Shareholders to FUN of the OPINIT Shares herein contemplated, and OPINIT Shareholders shall indemnify and save harmless FUN from and against all such taxes that may be or become payable by OPINIT Shareholders.

2.5 Each OPINIT Shareholder hereby acknowledges and agrees with FUN as follows:

- (a) the transfer of the OPINIT Shares, the issuance of the Initial Consideration Shares and if applicable, the Performance Shares, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) that the Initial Consideration Shares and the Performance Shares, if applicable, have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or any state securities laws, and the OPINIT Shareholder will not offer or sell the Initial Consideration Shares, or any Performance Shares as applicable, in the United States of America or to a “U.S. Person” (as defined in

the U.S. Securities Act), unless such securities are registered under the U.S. Securities Act and the laws of all applicable states of the United States America or an exemption from such registration requirements is available;

- (c) that the Exchange, in addition to any restrictions on transfer imposed by applicable Securities Laws, may require certain of the Initial Consideration Shares and Performance Shares, if applicable, to be held in escrow in accordance with the policies of the Exchange;
- (d) as a consequence of acquiring the Initial Consideration Shares, and, if applicable, Performance Shares ,pursuant to the Exemptions:
 - (i) the OPINIT Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the OPINIT Shareholder may not receive information that might otherwise be required to be provided to the OPINIT Shareholder, and FUN is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by FUN;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Initial Consideration Shares and, if applicable, Performance Shares;
 - (iv) there is no government or other insurance covering the Initial Consideration Shares and, if applicable, Performance Shares; and
 - (v) an investment in the Initial Consideration Shares and, if applicable, Performance Shares, is speculative and of high risk;
- (e) the certificates representing the Initial Consideration Shares and, if applicable, Performance Shares, will bear such legends as required by Securities Laws, including but not limited to the U.S. Securities Act, and the policies of the Exchange and it is the responsibility of the OPINIT Shareholder to find out what those restrictions are and to comply with them before selling the Initial Consideration Shares and, if applicable, Performance Shares; and
- (f) the OPINIT Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the OPINIT Shares and the issuance of the Initial Consideration Shares and, if applicable, Performance Shares, and which may impose restrictions on the resale of such Initial Consideration Shares and Performance Shares in that jurisdiction and it is the responsibility of the OPINIT Shareholder to find out what those resale restrictions are, and to comply with them before selling the Initial Consideration Shares and, if applicable, Performance Shares.

3. Director and Officers

- 3.1 On or within a reasonable time period following the Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown

below, the directors and officers of FUN shall consist of the following persons to be effective on Closing:

Bradley Moore	Director and Chief Executive Officer
Alexander Helmel	Director and Chief Financial Officer
Jeffrey Hayzlett	Director
Khalil Bhimji	Director

4. Other Terms and Conditions

- 4.1 The Board of Directors of FUN shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Share Exchange Agreement prior to execution of this Agreement;
- 4.2 The Board of Directors of OPINIT shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Share Exchange Agreement prior to execution of this Agreement;
- 4.3 The OPINIT Shareholders shall have approved the Acquisition and related transactions prior to the Closing;
- 4.4 FUN shall have completed its due diligence review to its sole satisfaction prior to the Closing; and
- 4.5 OPINIT shall have completed its due diligence review to its sole satisfaction prior to the Closing.

5. Covenants, Agreements and Acknowledgements

- 5.1 FUN covenants and agrees with OPINIT that from and including the Effective Date through to and including the Closing Date it shall:
 - (a) permit OPINIT, through its directors, officers, employees and authorized agents and representatives (collectively the “**OPINIT Representatives**”) at OPINIT’s own cost, full access during normal business hours to FUN’s books, records and property including, without limitation, all of the assets, material contracts and minute books of FUN, and any Information relating to FUN’s directors or officers, so as to permit OPINIT to make such investigation (the “**OPINIT Investigation**”) of FUN as OPINIT deems necessary;
 - (b) use its reasonable commercial efforts to complete the FUN Investigation (as such term is defined in Section 5.2(a)) within 30 days of the date that the FUN Representatives (as such term is defined in Section 5.2(a)) receive all required due diligence materials in order to complete the FUN Investigation;
 - (c) with the cooperation of OPINIT and the OPINIT Shareholders, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder as soon as reasonably possible following receipt of any materials required from OPINIT pursuant to Section 5.2(a), which efforts will include, among other things:

(i) obtaining the Exchange's acceptance of the Acquisition (if required);

and the parties acknowledge and agree that FUN will be responsible for the costs associated with the items enumerated in paragraphs (b) and (c);

(d) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of FUN remain true and correct and not do any such act or thing that would render any representation or warranty of FUN untrue or incorrect;

(e) preserve and protect the Listing;

(f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than OPINIT;

(g) use reasonable commercial efforts to obtain all FUN Approvals, any consents and waivers and give all notices, which are required prior to Closing;

(h) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary FUN Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby;

(i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;

(j) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

5.2 OPINIT covenants and agrees with FUN that from and including the Effective Date through to and including the Closing Date it shall:

(a) permit FUN, and their authorized agents and representatives (collectively "**FUN's Representatives**"), at FUN's own cost, full access during normal business hours to OPINIT' books, records and property including, without limitation, all of the Assets, Material Contracts and minute books of OPINIT and any Information relating to OPINIT and the OPINIT directors, officers and shareholders, so as to permit FUN's Representatives to make such investigation (the "**FUN Investigation**") of OPINIT as FUN deems necessary;

(b) use its reasonable commercial efforts to provide to FUN, at the request of FUN as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by FUN to obtain Regulatory Approval including, but not limited to, providing to FUN:

(i) the OPINIT Financial Statements in a form acceptable to the Exchange in connection with the Acquisition, if required; and,

- (ii) for each director, senior officer or major shareholder who will hold more than 10% of the FUN Common Shares on Closing, a fully completed and properly executed Personal Information Form in the form required by the Exchange;
- (c) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of OPINIT remains true and correct and not do any such act or thing that would render any representation or warranty of OPINIT untrue or incorrect except as contemplated by this Agreement or previously approved by FUN in writing;
- (d) preserve and protect the Assets;
- (e) use its reasonable commercial efforts to ensure that the terms of any sale of OPINIT Shares by any OPINIT Shareholder undertaken prior to Closing be approved by FUN, acting reasonably, it being acknowledged by FUN that pursuant to the articles of association of OPINIT, OPINIT Shareholders are entitled to sell their OPINIT Shares without the consent of OPINIT or the consent of the other OPINIT Shareholders;
- (f) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or other assets of OPINIT or the OPINIT Subsidiaries or any interest therein or issue any shares in the capital of OPINIT or the OPINIT Subsidiaries or other securities and shall not allow OPINIT or the OPINIT Subsidiaries to merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than FUN;
- (g) not sell any additional OPINIT Shares or any securities in OPINIT, without the written consent of FUN and without the registered holder of such additional OPINIT Shares completing the OPINIT Shareholder Consent Agreement, in the form hereto attached as Schedule S;
- (h) use its reasonable commercial efforts to obtain all OPINIT Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (i) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary OPINIT Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (j) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (k) not incur or commit to incur any additional debt out of the ordinary course of business and professional fees incurred with respect to this Agreement, except with the prior consent of FUN;
- (l) not make any material expenditures out of the ordinary course of business, other than as contemplated herein, or with the prior written consent of FUN;

- (m) not declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (n) not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;
- (o) not alter or amend its articles of association or by-laws;
- (p) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets without the prior written consent of FUN; and
- (q) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein, without the prior written consent of FUN.

5.3 Each of the OPINIT Shareholders severally covenants and agrees with FUN that, prior to the Closing, such OPINIT Shareholder, as the case may be, shall:

- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its OPINIT Shares, without the prior written consent of FUN;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any such act or thing that would render any of their representations or warranties untrue or incorrect except as contemplated by this Agreement;
- (c) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (d) if required, enter into an escrow agreement in a form satisfactory to the Exchange, among Fun, the Escrow Agent and such OPINIT Shareholders as may be required by the Exchange to be parties thereto; and
- (e) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

6. Conditions Precedent

6.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any party hereto in whole or in part without prejudice to such party's right to rely on any other of them:

- (a) all other required Regulatory Approvals and other third-party approvals, including, without limiting the generality of the foregoing, the approval of the Acquisition by the

CSE, applicable Securities Laws and applicable corporate laws will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;

- (b) as of the Time of Closing, the common shares in the capital of FUN will be listed for trading on the Exchange;
- (c) there will have been no material adverse change in the business, affairs, financial condition or operations of FUN between the date of the FUN Financial Statements and the Closing;
- (d) there will have been no material adverse change in the business, affairs, financial condition or operations of OPINIT between the date of the OPINIT Financial Statements and the Closing; and
- (e) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

6.2 FUN's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, FUN will have been permitted to complete the FUN Investigation to its reasonable satisfaction;
- (b) on or before the Time of Closing, OPINIT shall have obtained the consent of each of the OPINIT Shareholders;
- (c) the Board of Directors of OPINIT will have approved the transfer of the OPINIT Shares to FUN;
- (d) FUN, acting reasonably, shall have approved the terms of any sale of OPINIT Shares undertaken prior to the Closing;
- (e) on or before the Time of Closing, FUN will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of OPINIT and the title of the OPINIT Shares to its reasonable satisfaction;
- (f) there shall be no dilutive securities of OPINIT outstanding, except those discussed or agreed to in writing between the parties;
- (g) if applicable, receipt of duly executed copies of the OPINIT Shareholder Consent Agreements signed by each OPINIT Shareholder as at Closing who is not a signatory to this Agreement;
- (h) OPINIT shall have no other Encumbrances on its Assets or incurred any other liabilities and the representations and warranties of OPINIT contained in Schedule E will be true and correct in all material respects at and as of the Closing;

- (i) the representations and warranties of the OPINIT Shareholders contained in Schedule G will be true and correct in all material respects at and as of the Closing;
- (j) all covenants, agreements and obligations hereunder on the part of OPINIT and the OPINIT Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (k) on Closing, OPINIT and the OPINIT Shareholders will have delivered to FUN the documents required to be delivered by them pursuant to Section 10.2;
- (l) there shall be no litigation or other legal proceedings pending or threatened to enjoin, restrict or prohibit the Acquisition; and
- (m) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of OPINIT or the OPINIT Subsidiaries.

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

6.3 OPINIT, and the OPINIT Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions that:

- (a) the board of directors of FUN will have approved the transactions contemplated herein;
- (b) OPINIT will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of FUN and the title to the FUN Payment Shares to its reasonable satisfaction;
- (c) there shall be no Encumbrances on the FUN Payment Shares, other than any escrow terms as set out in this Agreement, and applicable hold periods required by applicable Securities Laws;
- (d) the representations and warranties of FUN contained in Schedule F will be true and correct in all material respects at and as of the Closing;
- (e) all covenants, agreements and obligations hereunder on the part of FUN to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (f) on Closing, FUN will have delivered to OPINIT the documents required to be delivered by them pursuant to Section 10.3;
- (g) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of FUN; and
- (h) there shall be no litigation or other legal proceedings pending or threatened to enjoin, restrict or prohibit the Acquisition.

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

7. OPINIT Representations and Warranties

- 7.1 In order to induce FUN to enter into this Agreement and complete its obligations hereunder, OPINIT makes the representations and warranties to FUN set forth in Schedule E.
- 7.2 Except to the extent previously disclosed by OPINIT to FUN, and accepted by FUN, the representations and warranties of OPINIT contained in Schedule E are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

8. FUN Representations and Warranties

- 8.1 In order to induce OPINIT and the OPINIT Shareholders to enter into this Agreement and complete their respective obligations hereunder, FUN makes the representations and warranties to OPINIT and the OPINIT Shareholders contained in Schedule F.
- 8.2 The representations and warranties of FUN contained in Schedule F are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

9. OPINIT Shareholders' Representations, Warranties and Acknowledgments

- 9.1 In order to induce FUN to enter into this Agreement and complete its obligations hereunder, each of the OPINIT Shareholders severally makes the representations and warranties to FUN set forth in Schedule G.
- 9.2 The representations and warranties of the OPINIT Shareholders contained in Schedule G are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

10. Closing

- 10.1 The completion of the transactions contemplated under this Agreement shall be closed (the "**Closing**" or, if used in the past tense, "**Closed**") at the offices of McMillan, at 11:00 a.m.(Vancouver Time) (the "**Time of Closing**"), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 6, or such other time or day as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Drop Dead Date, any one or more of FUN, OPINIT or the OPINIT Shareholders may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.
- 10.2 At the Time of Closing on the Closing Date, OPINIT and the OPINIT Shareholders shall deliver to FUN the following Closing documents:
 - (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, OPINIT's and the OPINIT Shareholders'

execution and delivery hereof and all of the transactions of OPINIT contemplated hereunder, which authorization shall include specific reference to:

- (i) the sale and transfer of all beneficial ownership in and to the OPINIT Shares from the OPINIT Shareholders to FUN as provided for in this Agreement;
 - (ii) the transfer of all legal title of the OPINIT Shares from the OPINIT Shareholders to FUN or their designated nominees; and
 - (iii) evidence satisfactory to FUN, acting reasonably, of the cancellation or endorsement for transfer of the certificates, documents and agreements providing for and representing the outstanding OPINIT Shares;
- (b) notices addressed to each of the OPINIT Shareholders confirming the transfer of the OPINIT Shares to FUN pursuant to the terms of this Agreement;
 - (c) if required, duly executed copies of the Escrow Agreement;
 - (d) a certificate of an officer of OPINIT certifying that (i) all of OPINIT's representations and warranties are true as of Closing, (ii) all of OPINIT's covenants have been performed, and (iii) all of the conditions for the benefit of the OPINIT have been complied with or waived;
 - (e) a certificate of an officer of OPINIT to certify that OPINIT has no other Encumbrances on its Assets or incurred any other liabilities other than as disclosed in the OPINIT Financial Statements, or as previously approved by FUN in writing;
 - (f) if OPINIT and FUN settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by OPINIT; and
 - (g) if OPINIT and FUN choose not to or are unable to settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of FUN, acting reasonably, required to be delivered by the OPINIT Shareholders, and by OPINIT in order for them to have met their obligations under this Agreement.

10.3 At the Time of Closing on the Closing Date, FUN shall deliver to OPINIT the following:

- (a) certified true copies of the corporate authorizations of FUN which are necessary in order to authorize and approve this Agreement, FUN's execution and delivery hereof and all of the transactions of FUN contemplated hereunder, which authorization shall include specific reference to the approval of:
 - (i) this Agreement and the authorization of FUN's entry hereinto;
 - (ii) the purchase of the OPINIT Shares;
 - (iii) the issuance of FUN Payment Shares to the OPINIT Shareholders pursuant to the terms of this Agreement; and

- (b) certificates representing FUN Payment Shares issued on Closing which are not subject to the Escrow Agreement (if required), registered in the names of the OPINIT Shareholders as provided for in Section 2.2 of this Agreement;
 - (c) a certificate of an officer of FUN certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of FUN have been complied with or waived;
 - (d) if required, the Escrow Agreement executed by FUN;
 - (e) if OPINIT and FUN settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by FUN; and
 - (f) if OPINIT and FUN choose not to or are unable to settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of OPINIT, acting reasonably, required to be delivered by FUN in order for FUN to have met its obligations under this Agreement.
- 10.4 The items tabled at Closing pursuant to Sections 10.2 and 10.3 shall be held in escrow until all of such items have been tabled and FUN and the Representative (as defined in Section 12.1) have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Closing Date and the Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Section 10.4 shall be returned to such party.

11. Termination

- 11.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:
- (a) the Acquisition is rejected by the Exchange and all recourse and rights of appeal in respect of such rejection have been exhausted;
 - (b) any condition precedent set out in Part 6 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
 - (c) the Closing has not occurred on or before the Drop Dead Date, or such later date as may be approved by OPINIT, the OPINIT Shareholders and FUN in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 11.1 and 15.8.

12. Power of Attorney

- 12.1 OPINIT and each OPINIT Shareholder hereby irrevocably nominates, constitutes and appoints Paolo Fidanza, an OPINIT Shareholder, as his, her or its agent and attorney-in-fact (the “**Representative**”) to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:

- (a) deliver all certificates (or other evidence of transfer), documents and agreements representing the OPINIT Shares to FUN;
- (b) execute and deliver a stock power or agreement to transfer the OPINIT Shares to FUN;
- (c) execute and deliver all such further documents and instruments including, without limitation the Escrow Agreement and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out;
- (d) give and receive Communications; and
- (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the termination of this Agreement.

- 12.2 In the event that the Representative is unavailable to act as Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of the members of OPINIT's Board of Directors, as then constituted, is authorized and directed to take such action on behalf of OPINIT and each OPINIT Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.
- 12.3 OPINIT and each OPINIT Shareholder agrees to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to OPINIT and each OPINIT Shareholder to contest, negate or disaffirm the action of the Representative taken under this power of attorney.
- 12.4 The Representative and OPINIT, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for OPINIT and each OPINIT Shareholder. OPINIT and each OPINIT Shareholder indemnifies the Representative and holds him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

13. Independent Legal Advice

- 13.1 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT MCMILLAN LLP HAS ACTED AS COUNSEL ONLY TO FUN AND THAT MCMILLAN LLP IS NOT PROTECTING THE RIGHTS AND INTERESTS OF OPINIT OR THE OPINIT SHAREHOLDERS. FUN, OPINIT, AND THE OPINIT SHAREHOLDERS ACKNOWLEDGE AND AGREE THAT FUN, OPINIT, AND MCMILLAN LLP HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, THE OPINIT SHAREHOLDERS HEREBY REPRESENT AND WARRANT TO FUN, OPINIT, AND MCMILLAN LLP THAT THEY HAVE SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVE SUCH ADVICE.**

14. Personal Information

- 14.1 Each OPINIT Shareholder acknowledges and consents to: (i) the disclosure by FUN and OPINIT of Personal Information (hereinafter defined) concerning the OPINIT Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
- (a) to conduct background checks;
 - (b) to verify the Personal Information that has been provided about the OPINIT Shareholder , as the case may be;
 - (c) to consider the suitability of the OPINIT Shareholder, as the case may be, as a holder of securities of FUN;
 - (d) to consider the eligibility of FUN to continue to list on the Exchange;
 - (e) to provide disclosure to market participants as the security holdings of FUN's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with FUN;
 - (f) to detect and prevent fraud;
 - (g) to conduct enforcement proceedings; and
 - (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.
- 14.2 Each OPINIT Shareholder also acknowledges that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use third parties to process Information and provide other administrative services, and may share the Information with such providers.
- 14.3 Herein, "**Personal Information**" means any Information about a OPINIT Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 14.4 Each OPINIT Shareholder acknowledges and consents to: (i) the fact that FUN is collecting its Personal Information for the purpose of completing this Agreement; (ii) FUN retaining such

Personal Information for as long as permitted or required by law or business practices; (iii) the fact that FUN may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the OPINIT Shareholder in this Agreement.

15. General

- 15.1 Neither FUN nor OPINIT will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that FUN may make a press release or filing with a regulatory authority if counsel for FUN advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that FUN will provide OPINIT with the opportunity to review and provide comments prior to dissemination.
- 15.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.
- 15.3 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 subsection 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.
- 15.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 15.5 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. In particular, upon the execution and delivery of this Agreement, the LOI is hereby terminated and of no further force and effect.
- 15.6 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 other 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 of this Agreement.
- 15.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

- 15.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a “**Communication**”) to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To OPINIT or the OPINIT Shareholders:

OPINIT c/o Paolo Fidanza

Attention: Paolo Fidanza
Email: **Email redacted for privacy**

To FUN:

Fundamental Applications Corp.
PO Box 43, Suite 830
1100 Melville Street
Vancouver, BC V6E 4A6

Attention: Bradley Moore, CEO
Email: bmoore@theforo.com

With a copy to FUN’s counsel (which shall not constitute notice hereunder):

McMillan LLP
1500 Royal Centre
P.O. Box 11117
1055 West Georgia Street
Vancouver, British Columbia, V6E 4N7

Attention : Desmond M. Balakrishnan
Email : desmond.balakrishnan@mcmillan.ca

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt. Each of the OPINIT Shareholders hereby appoints the Representative as its nominee for the purpose of receiving a Communication from FUN pursuant to this Agreement.

- 15.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 15.10 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 agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

- 15.11 The phrase “to the knowledge of” when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean “to the knowledge of the party after diligent enquiry”.
- 15.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.
- 15.13 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 15.14 Unless otherwise specified, all references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.
- 15.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 15.16 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa.
- 15.17 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

FUNDAMENTAL APPLICATIONS CORP.

By: “Bradley Moore”
Name: Bradley Moore
Title: Chief Executive Officer

OPINIT LLC.

By: “Qualid Ladraa”
Name: Qualid Ladraa
Title: Manager of Opinit LLC.

[Remainder of page intentionally left blank]

Shareholder signatures redacted for privacy.

**SCHEDULE A TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

OPINIT Authorized Share Capital and Issued Securities

Registered and Beneficial Ownership of Issued Securities of OPINIT Shareholders

Redacted for privacy

**SCHEDULE B TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

FUN Authorized Share Capital and Issued Securities

FUN has 24,654,301 Common Shares issued and outstanding, 3,149,628 warrants to acquire FUN Common Shares, and 1,800,000 options to acquire FUN Common Shares.

FUN Payment Shares to be issued on Closing

Name of Registered and Beneficial Shareholder	Number of FUN shares to be issued at Close	Number of Milestone 1 Shares	Number of Milestone 2 Shares
Names Redacted for privacy			
Total	3,500,000	2,000,000	2,000,000

Other FUN Common Shares to be issued on Closing

	Number of FUN shares to be issued at Close	Number of FUN shares to be issued upon achievement of Milestone 1	Number of FUN shares to be issued upon achievement of Milestone 2
<u>Common Shares to be issued in connection with finder's fee agreement</u>	<u>175,000</u>	<u>100,000</u>	<u>100,000</u>

**SCHEDULE C TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Debts and Liabilities of OPINIT

Monthly contract with Amazon Web Services.

**SCHEDULE D TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Subsidiaries

None.

**SCHEDULE E TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Representations and Warranties of OPINIT

OPINIT represents, warrants and agrees as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) that:

1. OPINIT is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
2. OPINIT has the power, authority and capacity to enter into this Agreement and to carry out its terms;
3. to the extent required, OPINIT is qualified to conduct business in the jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. OPINIT does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of OPINIT is, and will be at the Time of Closing as described in Schedule A, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered and beneficially owned to the Persons and in the amounts described in Schedule A;
7. the rights, privileges, restrictions and conditions attached to the OPINIT Shares are as set out in OPINIT's constating documents and under applicable corporate legislation;
8. there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which OPINIT is bound or obligated to issue additional shares in its capital or warrants, broker warrants, options or other rights to acquire shares in its capital, and to the knowledge of OPINIT, the OPINIT Shares are not subject to the terms of any shareholder or voting trust agreement;
9. OPINIT has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any portion of the Assets of OPINIT which has not been terminated prior to the date hereof;

10. the Assets including all assets necessary to conduct the Business are owned and at the Time of Closing will be owned by OPINIT free and clear of all Encumbrances whatsoever other than as set out in Schedule N and OPINIT is not aware of any adverse claim or claims which may affect its ownership of the Assets;

11. No Intangible Property that is, has been, or is planned to be used in the Business was developed or derived pursuant to research and development conducted by OPINIT or any affiliate entities of OPINIT on behalf of third parties;

12. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of OPINIT, or any agreement or instrument or statute or laws to which OPINIT is a party or by which the Assets of OPINIT are bound or any order, decree, statute, regulation, covenant or restriction applicable to OPINIT;

13. except as disclosed by OPINIT to FUN, there are no legal actions, suits or proceedings that have been initiated against OPINIT, and OPINIT has not been given notice of any breach of law other than a breach of labour and/or employment law due to non-payment or late payment of wages and failure to comply with obligations required under applicable U.S. Tax legislation;

14. except as set out in Schedule O, to the knowledge of OPINIT, none of OPINIT, the Assets or the Business is in any respect infringing the right of any Person under or in respect of any Patent, design, Trademark, trade name, copyright or other industrial or intellectual property, and no Person has alleged to OPINIT a violation by OPINIT of such a right;

15. except as set out in Schedule N, to the knowledge of OPINIT, all of the Intangible Property of OPINIT is described in Schedule K and is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and OPINIT is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property, except as set out in Schedule J. Except as set out in Schedules K and J, there are no restrictions on the ability of OPINIT to use and exploit all rights in the Intangible Property, all statements in all applications for registrations of the Intangible Property were true and correct as of the date of such applications, each of the Trademarks and trade names in the Intangible Property is in use and none of the rights of OPINIT in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of OPINIT, there is no infringement of any Intangible Property rights by any other Person;

16. to the knowledge of OPINIT, all widely available commercially available end-user business software used by OPINIT and any of its employees is pursuant to valid licences, and there is no unauthorized use of third-party software by OPINIT or its employees in the course of their employment responsibilities;

17. all employees of OPINIT and consultants or other third parties engaged by OPINIT for the purpose of developing Intangible Property have entered into a valid and binding written agreement with OPINIT sufficient to vest title in OPINIT of all Intangible Property created by such employee in the scope of his or her employment with

OPINIT. With respect to employees of OPINIT and consultants or other third parties engaged by OPINIT for the purpose of developing Intangible Property who have not entered into such a valid and binding written agreement with OPINIT, OPINIT has sufficient rights to vest title in OPINIT of all Intangible Property created by such Person in the scope of his or her employment with OPINIT;

18. OPINIT does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than those required by applicable U.S. law, or as set out in Schedule Q, and OPINIT does not have any unfunded or unpaid liability in respect of such plan, other than as disclosed and accrued in the OPINIT Financial Statements;

19. other than as set out in Schedule Q, there are no employees of OPINIT that OPINIT considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any action or proceeding against OPINIT arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

20. to the knowledge of OPINIT, other than as set out in Schedule Q, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work, other than as disclosed and accrued in the OPINIT Financial Statements;

21. all Material Contracts of OPINIT and all amendments and extensions thereof are listed in Schedule H, a true and complete copy of which has been made available to FUN. Except as set out in Schedule H, OPINIT is not in default or breach of its obligations under its Material Contracts and to the knowledge of OPINIT, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and OPINIT is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

22. OPINIT has kept and to OPINIT's knowledge, has been provided with proper and consistent accounts, Books and Records of their activities, and such accounts, Books and Records are up to date and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to OPINIT and the Business and Assets;

23. all material data and Information relating to the Business and Assets has have been made available to FUN for inspection or otherwise disclosed to FUN;

24. at the Time of Closing, the OPINIT Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of OPINIT for the period then ended and the OPINIT Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

25. the Books and Records of OPINIT disclose all material financial transactions of OPINIT since its incorporation, and such transactions have been fairly and accurately recorded;

26. as of the date hereof (except as disclosed in Schedule C to this Agreement), and at the Time of Closing (except as disclosed in the OPINIT Financial Statements):

(a) OPINIT is not indebted to the OPINIT Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;

(b) none of the OPINIT Shareholders or any other officer, director or employee of OPINIT is indebted or under obligation to OPINIT on any account whatsoever; and

(c) OPINIT has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;

27. there are no material liabilities of OPINIT whether direct, indirect, absolute, contingent or otherwise, which have not been disclosed in Schedule C of this Agreement, and which are not disclosed or reflected in the OPINIT Financial Statements at the Time of Closing, except those incurred in the ordinary course of business of OPINIT, and such liabilities are recorded in OPINIT's Books and Records;

28. except as disclosed in Schedule C and Schedule N, since incorporation, OPINIT has not:

(a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;

(b) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;

(c) made any gift of money or of any of its Assets to any Person; or

(d) authorized, agreed or otherwise become committed to do any of the foregoing;

29. Except as disclosed in Schedule C to this Agreement, OPINIT has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which

have become due and no taxing authority is asserting or has, to the knowledge of OPINIT threatened to assert, or has any basis for asserting against OPINIT any claim for additional Taxes, other than as disclosed in the OPINIT Financial Statements;

30. OPINIT has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in Schedule C to this Agreement, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement, and other than as disclosed in the OPINIT Financial Statements;

31. Except as has been disclosed by OPINIT to FUN (in respect of which the extent to which any person has been authorized by OPINIT to act as a broker or finder or in any other capacity has been disclosed to FUN) or as provided in this Agreement or during the due diligence conducted by FUN, OPINIT has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

32. the corporate records of OPINIT are or will be on Closing complete and accurate in all material respects;

33. except as disclosed in this Agreement or during the due diligence conducted by FUN, OPINIT has no Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of OPINIT or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of OPINIT; and

34. the facts which are the subject of the representations and warranties of OPINIT contained in this Agreement comprise all material facts known to OPINIT which are material and relevant to their obligations hereunder or which might prevent OPINIT from meeting its obligations under this Agreement.

**SCHEDULE F TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Representations and Warranties of FUN

FUN represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. FUN is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own the FUN Interests and to conduct its business as such business is now being conducted;
2. FUN is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario and is not in material default of its continuous disclosure obligations under the Securities Laws of such provinces;
3. the common shares of FUN are listed for trading (the “**Listing**”) on the Exchange and FUN is not in material default of any of the listing requirements of the Exchange;
4. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of FUN, and this Agreement constitutes a legal, valid and binding obligation of FUN;
5. the authorized share capital of FUN consists of an unlimited number of common shares without par value and at the Time of Closing, the issued share capital will not exceed the number of shares described in Schedule B, all of which shares are validly issued, fully paid, and non-assessable;
6. the rights, privileges, restrictions and conditions attached to the FUN Shares are as set out in FUN’s constating documents and under applicable corporate legislation;
7. except as set out in Schedule B, there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which FUN is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to FUN’s knowledge, none of the common shares of FUN are subject to the terms of any shareholder or voting trust agreement;
8. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of FUN, or any agreement or instrument or statute or law to which FUN is a party or by which the FUN Interests or any assets of FUN are bound or any order, decree, statute, regulation, covenant or restriction applicable to FUN;

9. all Material Contracts of FUN and all amendments and extensions thereof are listed in Schedule I, a true and complete copy of which has been made available to OPINIT. FUN is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of FUN, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and FUN is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

10. since March 31, 2016 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of FUN or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of FUN or the right or capacity of FUN to carry on its business other than as disclosed in the FUN Financial Statements and the FUN Disclosure Documents;

11. to its knowledge, FUN is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

12. FUN is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;

13. the facts which are the subject of the representations and warranties of FUN contained in this Agreement comprise all material facts known to FUN which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement;

14. the corporate records of FUN are complete and accurate in all material respects;

15. to its knowledge, FUN is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever, and there is nothing in this Agreement that may cause FUN to be in material breach of any applicable law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever; and

16. the facts which are the subject of the representations and warranties of FUN contained in this Agreement comprise all material facts known to FUN which are material and relevant to FUN's obligations hereunder or which might prevent FUN from meeting their obligations under this Agreement or executing its rights.

**SCHEDULE G TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Representations and Warranties of the OPINIT Shareholders

The OPINIT Shareholders severally represent, warrant and agree as of the date hereof and at the Time of Closing (unless otherwise set out herein) that:

1. the OPINIT Shareholder is and will be at the Time of Closing the legal and beneficial owner of the OPINIT Shares of such OPINIT Shareholder as set forth in Schedule A, and as at the Time of Closing, there are no Encumbrances on any such securities of OPINIT;
2. the OPINIT Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
3. the OPINIT Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such OPINIT Shareholder's OPINIT Shares as contemplated herein. If the OPINIT Shareholder is not an individual, the OPINIT Shareholder is duly organized and validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
4. except for FUN's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the OPINIT Shareholder any of such OPINIT Shareholder's OPINIT Shares, as the case may be;
5. the execution, delivery and performance by the OPINIT Shareholder of this Agreement and the execution, delivery and performance by the OPINIT Shareholder, as the case may be, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:
 - (a) if the OPINIT Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such OPINIT Shareholder; and
 - (b) if the OPINIT Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the OPINIT Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the OPINIT Shareholder is a party or by which the OPINIT Shareholder is bound or to which any property or material assets of the OPINIT Shareholder is subject, (C) any laws applicable to

the OPINIT Shareholder, or (D) any judgment, decree or order binding the OPINIT Shareholder or its property or material assets;

6. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the OPINIT Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the OPINIT Shareholder enforceable against the OPINIT Shareholder in accordance with its terms;

7. no consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the OPINIT Shareholder is required to be obtained by such OPINIT Shareholder in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such OPINIT Shareholder from performing its obligations under this Agreement;

8. unless the OPINIT Shareholder is a U.S. Placee and has completed and delivered a U.S. Representation Letter for U.S. Placees in a form approved by FUN, in its sole discretion (in which case the OPINIT Shareholder makes the representations, warranties and covenants therein), represents and warrants to FUN that:

(a) the offer to purchase the OPINIT Shareholder's OPINIT Shares, as the case may be, was not made to the OPINIT Shareholder when either the OPINIT Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;

(b) the OPINIT Shareholder is not a U.S. Person, is not in the United States and is not purchasing the applicable FUN Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;

(c) at the time this Agreement was executed and delivered by the OPINIT Shareholder, the OPINIT Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;

(d) if the OPINIT Shareholder is a corporation or entity, (A) a majority of the OPINIT Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the OPINIT Shareholder's affairs are wholly controlled and directed from outside of the United States;

(e) the OPINIT Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the FUN Shares in the United States, except in compliance with the U.S. Securities Act; and

(f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws.

**SCHEDULE H TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

OPINIT Material Contracts – CONFIDENTIAL

1. Letter of Intent between Fundamental and OPINIT dated July 13, 2016.
2. Amazon Web Services Contract (for hosting of the OPINIT mobile application)
3. Marketing Agreement with Luisa Lion dated May 9, 2016.

**SCHEDULE I TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

FUN Material Contracts

1.	Letter of Intent between Fundamental and OPINIT dated July 13, 2016
2.	Transfer Agent, Registrar, and Dividend Disbursing Agent Agreement between Antisocial Networks Ltd. (subsequently renamed to Fundamental Applications Corp.) and Computershare Trust Company of Canada and Computershare Investor Services dated August 6, 2014.
3.	Finder's Fee Agreement between Branalex Financial Group Inc. and FUN.

**SCHEDULE J TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Royalties Payable by OPINIT

None.

**SCHEDULE K TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

OPINIT Intangible Property

OPINIT mobile application which consists of the following:

ARCHITECTURE

Opinit app has two native versions one for iOS and another one for Android. iOS app is written in Objective-C, Android app is written in Java.

Backend is a REST API app written in Django Python, hosted on AWS, web servers are running UWSGI/Nginx, and are behind the Elastic Load Balancer in an Autoscaling Group.

Database is a relational SQL database Postgres, hosted on AWS RDS.

3rd PARTY PUBLIC LIBRARIES

Server Side

Django==1.8.3
djangorestframework==3.1.3
django-extensions==1.4.4
honcho==0.5.0
facebook-sdk==0.4.0
djoser==0.3.1
django-filter==0.10.0
psycpg2==2.5.4
Fabric==1.10.0
factory-boy==2.4.1
Pillow==2.7.0
django-storages==1.1.8
boto==2.35.2
django-ipware==0.1.0
urlnorm==1.1.2
django-rq==0.7.0
rq_scheduler==0.5.1
django-jenkins==0.17.0
coverage==3.7.1
flake8==2.3.0
service_identity==14.0.0
pyapns==0.4.1
pyasn1-modules==0.0.5
characteristic==14.3.0
cryptography==0.9
django-daterange-filter==1.1.1

mock==1.0.1
django-redis-cache==1.1.0
django-data-import==1.0.2
unidecode==0.04.18
dnspython==1.12.0
python-gcm==0.4

iOS side

- Adjust (4.3.0):
- Adjust/Core (= 4.3.0)
- Adjust/Core (4.3.0)
- AFNetworking (2.6.3):
- AFNetworking/NSURLConnection (= 2.6.3)
- AFNetworking/NSURLSession (= 2.6.3)
- AFNetworking/Reachability (= 2.6.3)
- AFNetworking/Security (= 2.6.3)
- AFNetworking/Serialization (= 2.6.3)
- AFNetworking/UIKit (= 2.6.3)
- AFNetworking/NSURLConnection (2.6.3):
- AFNetworking/Reachability
- AFNetworking/Security
- AFNetworking/Serialization
- AFNetworking/NSURLSession (2.6.3):
- AFNetworking/Reachability
- AFNetworking/Security
- AFNetworking/Serialization
- AFNetworking/Reachability (2.6.3)
- AFNetworking/Security (2.6.3)
- AFNetworking/Serialization (2.6.3)
- AFNetworking/UIKit (2.6.3):
- AFNetworking/NSURLConnection
- AFNetworking/NSURLSession
- AsyncDisplayKit (1.9.5):
- AsyncDisplayKit/ASDealloc2MainObject (= 1.9.5)
- AsyncDisplayKit/ASDealloc2MainObject (1.9.5)
- Bolts (1.6.0):
- Bolts/AppLinks (= 1.6.0)
- Bolts/Tasks (= 1.6.0)
- Bolts/AppLinks (1.6.0):
- Bolts/Tasks
- Bolts/Tasks (1.6.0)
- CocoaSoundCloudAPI (1.0.1):
- NXOAuth2Client (= 1.2.1)
- CocoaSoundCloudUI (1.0.5):
- CocoaSoundCloudAPI (~> 1.0.1)
- JSONKit
- OHAttributedLabel
- Facebook-iOS-SDK (3.24.2):
- Bolts (~> 1.2)
- FTLocationManager (1.0)

- Google/Analytics (1.0.7):
- Google/Core
- GoogleAnalytics (~> 3.12)
- Google/Core (1.0.7):
- GoogleNetworkingUtilities (~> 1.0)
- GoogleSymbolUtilities (~> 1.0)
- GoogleUtilities (~> 1.0)
- GoogleAnalytics (3.14.0)
- GoogleNetworkingUtilities (1.0.0):
- GoogleSymbolUtilities (~> 1.0)
- GoogleSymbolUtilities (1.0.3)
- GoogleUtilities (1.1.0):
- GoogleSymbolUtilities (~> 1.0.0)
- GPUImage (0.1.7)
- JSONKit (1.6)
- MBProgressHUD (0.9.2)
- MGInstagram (0.1.0)
- NXOAuth2Client (1.2.1)
- objectiveflickr (2.0.4)
- OHAttributedLabel (3.5.5)
- ReactiveCocoa (2.5):
- ReactiveCocoa/UI (= 2.5)
- ReactiveCocoa/Core (2.5):
- ReactiveCocoa/no-arc
- ReactiveCocoa/no-arc (2.5)
- ReactiveCocoa/UI (2.5):
- ReactiveCocoa/Core
- SVWebViewController (1.0)
- TBQuadTree (0.0.2)
- TSClusterMapView (2.1.0)

OPININT URL (hosted with GODADDY)

List of Patents Owned by OPINIT

None.

**SCHEDULE L TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Owned Equipment of OPINIT

None (see Schedule K – Intellectual Property above).

**SCHEDULE M TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Management Incentive Milestones

None.

**SCHEDULE N TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

List of Encumbrances

None.

**SCHEDULE O TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Litigation

None.

**SCHEDULE P TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

Insurance Policies

None.

**SCHEDULE Q TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

List of Employees, Employee Benefit Plans and Employee Claims

(a) List of Employees

None.

(b) Employee Benefit Plan

N/A

**SCHEDULE R TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

U.S. Representation Letter for U.S. Placees

TO: FUNDAMENTAL APPLICATIONS CORP. (“FUN”)

RE: ACQUISITION OF SECURITIES OF FUN PURSUANT TO SHARE EXCHANGE AGREEMENT (the “Securities”)

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Exchange Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Exchange Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement to which this Schedule is attached, the undersigned (the “U.S. Placee”) covenants, represents and warrants to FUN that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Placee has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Exchange Agreement and owning the Securities.
- (b) FUN has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning FUN as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to FUN’s public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Placee’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Placee from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (d) The address of the U.S. Placee set out in the signature block below is the true and correct principal address of the U.S. Placee and can be relied on by FUN for the purposes of state blue-sky laws and the U.S. Placee has not been formed for the specific purpose of purchasing the Securities.
- (e) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration

requirements in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act.

- (f) The U.S. Placee is
- (i) an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof; or
 - (ii) is not an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act, has a pre-existing substantive relationship with FUN, and has completed Appendix B hereto, which forms an integral part hereof.
- (g) The U.S. Placee has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (h) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:
- (i) to FUN;
 - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
 - (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,
- and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to FUN an opinion of counsel in form and substance reasonably satisfactory to FUN stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.
- (i) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.

- (j) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.
- (k) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF FUNDAMENTAL APPLICATIONS CORP. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S does not apply, and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of FUN, in substantially the form set forth as Appendix C attached hereto (or in such other forms as FUN may prescribe from time to time) and, if requested by FUN or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to FUN and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Securities are being sold otherwise than in accordance with Regulation S and other than to FUN, the legend may be removed by delivery to the registrar and transfer agent and FUN of an opinion of counsel, of recognized standing reasonably satisfactory to FUN, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (l) It understands and agrees that there may be material tax consequences to the U.S. Placee of an acquisition, holding or disposition of any of the Securities. FUN gives no opinion and makes no representation with respect to the tax consequences to the U.S. Placee under United States, state, local or foreign tax law of the undersigned’s acquisition, holding or disposition of such Securities. In particular, no determination has been made whether FUN will be a “passive foreign investment

company” within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.

- (m) It consents to FUN making a notation on its records or giving instructions to any transfer agent of FUN in order to implement the restrictions on transfer set forth and described in this certification and the Share Exchange Agreement.
- (n) It understands that (i) FUN may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a “Shell Company”), (ii) if FUN is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) FUN is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.
- (o) It understands and agrees that the financial statements of FUN have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (p) It understands and acknowledges that FUN is incorporated outside the United States, consequently, it may be difficult to provide service of process on FUN and it may be difficult to enforce any judgment against FUN.
- (q) It understands that FUN does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or “blue-sky” laws or to take action so as to permit resales of the Securities. Accordingly, the U.S. Placee understands that absent registration, it may be required to hold the Securities indefinitely. As a consequence, the U.S. Placee understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to FUN prior to the Time of Closing.

ONLY U.S. PLACEES NEED COMPLETE AND SIGN

Dated _____ 2016.

X _____
Signature of individual (if U.S. Placee **is** an individual)

X _____
Authorized signatory (if U.S. Placee is **not** an individual)

Name of U.S. Placee (**please print**)

Address of U.S. Placee (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “A” to

U.S. Representation Letter for U.S. Placees

To be completed by U.S. Placees that are U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule R to which this Appendix is attached, the undersigned (the “U.S. Placee”) covenants, represents and warrants to FUN that the U.S. Placee is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria **(please hand-write your initials on the appropriate lines):**

1. Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors” (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);
Initials _____
2. Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;
Initials _____
3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;
Initials _____
4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
Initials _____
5. A natural person whose individual net worth, or joint net worth with that

Initials _____ person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth),

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;

6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;

7. Initials _____ Any director or executive officer of FUN; or

8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

ONLY U.S. PLACEES WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2016.

X _____
Signature of individual (if U.S. Placee **is** an individual)

X _____
Authorized signatory (if U.S. Placee is **not** an individual)

Name of U.S. Placee (**please print**)

Address of U.S. Placee (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “B” to

U.S. Representation Letter for U.S. Placees

To be completed by U.S. Placees that are not U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule R to which this Appendix is attached, the undersigned (the “U.S. Placee”) covenants, represents and warrants to FUN (also referred to herein as “the Company”) that the U.S. Placee understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the Securities to the U.S. Placee contemplated by the Share Exchange Agreement is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the “Questionnaire”) the U.S. Placee agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under the federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. Placee may constitute a violation of law, for which a claim for damages may be made against the U.S. Placee. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers or Directors

Are you a relative of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state how long you have known the director, senior officer or control person of the Company	_____

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

“**income**” shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Placee as an individual

(a) Was your annual income for the calendar year ended December 31, 2015 over US\$150,000?

Yes _____ **No** _____

(b) Was your annual income for the calendar year ended December 31, 2014 over \$150,000?

Yes _____ **No** _____

(c) Do you anticipate that your annual income for the year ended December 31, 2016 will be over \$150,000?

Yes _____ **No** _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ **No** _____

If so, when, why and to what amount will that income change?:

- (e) If your responses to questions 4(a) through 4(c) were “No,” please provide your annual income for the calendar years ending December 31, 2015 and December 31, 2014.

December 31, 2015: \$

December 31, 2014: \$

- (f) If your responses to questions 4(a) through 4(c) were “No” please provide your joint annual income with your spouse for the calendar years ending December 31, 2015 and December 31, 2014.

December 31, 2015: \$

December 31, 2014: \$

5. Net Worth

- (a) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of Securities contemplated by the accompanying Share Exchange Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of the Securities contemplated by the accompanying Share Exchange Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: \$

- (b) Does your proposed purchase of the Securities exceed:

___ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

___ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. Educational Background

- (a) Briefly describe educational background, relevant institutions attended, dates, degrees:

- (b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

7. Investment experience

- (a) Please indicate the frequency of your investment in marketable securities:
 Often; Occasionally; Seldom; Never.
- (b) Please indicate the frequency of your investment in commodities futures:
 Often; Occasionally; Seldom; Never.
- (c) Please indicate the frequency of your investment in options:
 Often; Occasionally; Seldom; Never.
- (d) Please indicate the frequency of your investment in securities purchased on margin:
 Often; Occasionally; Seldom; Never.
- (e) Please indicate the frequency of your investment in unmarketable securities:
 Often; Occasionally; Seldom; Never.
- (f) Have you purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes _____ No _____

If you answered "Yes," please provide the following information:

<u>Year</u>	<u>Nature of Security</u>	<u>Business of issuer</u>	<u>Total amount invested</u>

(g) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of a purchase of the Securities?

Yes _____ No _____

(h) Do you believe you have sufficient knowledge of investments in general, and investments similar to a purchase of the Securities in particular, to evaluate the risks associated with a purchase of the Securities?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. PLACEES WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2016.

X _____
Signature of individual (if U.S. Placee **is** an individual)

X _____
Authorized signatory (if U.S. Placee is **not** an individual)

Name of U.S. Placee (**please print**)

Address of U.S. Placee (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “C” to

U.S. Representation Letter for U.S. Placees

Form of Declaration for Removal of Legend

TO: FUNDAMENTAL APPLICATIONS CORP. (the “Corporation”)

TO: Registrar and transfer agent for the shares of the Corporation

The undersigned (A) acknowledges that the sale of _____ (the “Securities”) of the Corporation, represented by certificate number(s) _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), and (B) certifies that (1) the undersigned is not (a) an “affiliate” of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a “distributor” as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the Securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20__.

X _____
Signature of individual (if Seller is an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "Seller"), dated _____, 20__, with regard to the sale, for such Seller's account, of _____ common shares (the "Securities") of Fundamental Applications Corp. (the "Corporation") represented by certificate number(s) _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

Name of Firm

By:

Authorized Officer

Dated: _____ 20__.

**SCHEDULE S TO THE AGREEMENT
MADE AMONG OPINIT, THE OPINIT SHAREHOLDERS
AND FUN**

OPINIT Shareholder Consent Agreement

OPINIT SHAREHOLDER CONSENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF _____, 2016
(the “**Agreement**”).

BETWEEN:

FUNDAMENTAL APPLICATIONS CORP., a corporation existing under the laws of the Province of British Columbia having an office at 830 – 1100 Melville Street, Vancouver, BC V6E 4A6

(“**FUN**”)

AND:

OPINIT LLC SHAREHOLDERS who have executed this Agreement

(individually a “**OPINIT Shareholder**” and collectively the “**OPINIT Shareholders**”)

WHEREAS:

- A. FUN, OPINIT and the OPINIT Shareholders entered into a Share Exchange Agreement dated effective _____ and attached as Schedule A hereto (the “**Share Exchange Agreement**”);
- B. Pursuant to the Share Exchange Agreement the OPINIT Shareholders agreed to the Acquisition and further agreed to obtain the consent of the OPINIT Shareholders to the Acquisition (as defined therein); and
- C. The OPINIT Shareholder, as the case may be, has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by a OPINIT Shareholder, as the case may be, such OPINIT Shareholder covenants and agrees that it shall be bound by all of the provisions of the Share Exchange Agreement as if such OPINIT Shareholder, as the case may be, were an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the OPINIT Shareholders, as the case may be, contained therein.
- 3. 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 agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

4. Each party acknowledges having fully read and understood this Agreement, and having either received independent legal advice, or having had the opportunity to receive independent legal advice, with respect to this Agreement. Each party is signing this Agreement voluntarily, without coercion or compulsion, and without relying upon any representations, promises or terms, except as expressly set out in this Agreement.
5. This Agreement may be signed in counterpart and transmitted by fax 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.

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

FUNDAMENTAL APPLICATIONS CORP.

Per: _____
Authorized Signatory

AND THE FOLLOWING OPINIT SHAREHOLDER:

Name: _____

Number of Shares: _____

Address: _____

Signed: _____

Witness: _____

Date: _____

**SCHEDULE A TO THE CONSENT AGREEMENT
MADE BETWEEN THE OPINIT SHAREHOLDER
AND FUN**

Share Exchange Agreement