

## M&A FINDER AGREEMENT

THIS AGREEMENT dated as of the 19<sup>th</sup> day of September 2021 (the “Effective Date”).

BETWEEN:

**ZETTA CAPITAL CORP.**, a corporation formed under the laws of British Columbia  
(the “Company”)

OF THE FIRST PART

AND:

**ETC3 HOLDINGS LTD.**, a corporation formed under the laws of British Columbia  
(the “Finder”)

OF THE SECOND PART

WHEREAS the Company wishes to engage the Finder to assist the Company in seeking out, identifying and evaluating businesses and/or business assets for potential acquisition by the Company, and the Finder has agreed to provide such services to the Company, on the terms and subject to the conditions set forth herein,

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

### 1. ENGAGEMENT

1.1. The Company hereby engages the Finder, and the Finder hereby agrees to act for the Company, to provide the following services to the Company (collectively, the “Services”):

- (a) Assist the Company in seeking out and identifying potential businesses and/or business assets (collectively, “Acquisition Targets”) that the Finder reasonably believes are appropriate for potential acquisition by the Company;
- (b) Assist the Company in evaluating and valuing any potential Acquisition Targets introduced by the Finder to the Company;
- (c) Introducing the Company to the vendors (“Vendors”) of potential Acquisition Targets identified by the Finder;
- (d) Facilitating due diligence investigations by the Company in respect of any Acquisition Targets or Vendors introduced by the Finder to the Company.

1.2. The Company and the Finder hereby covenant and agree as follows:

- (a) The Services to be provided by the Finder to the Company are to be provided as a finder and facilitator for the Company of potential transactions involving Acquisition Targets, and that the Finder will not provide the Services as an agent of the Company. Notwithstanding the generality of the foregoing,

the Finder will not have the authority to negotiate terms or enter into any agreements on behalf of, or otherwise bind, the Company, and the Finder will advise any Vendors introduced by the Finder to the Company (including the representatives of any such Vendors) that it does not have the authority to negotiate terms or enter into any agreements on behalf of, or otherwise bind, the Company;

(b) The Finder will not provide any services to the Company in connection with any capital raising transaction, or in connection with any offer or sale, or any proposed or potential offer or sale, of the Company's securities in connection with any capital raising transaction, and under no circumstances will the Company compensate the Finder for any such services; and

(c) The Company will not, for a period of 2 years from the date an Acquisition Target or Vendor is first introduced by the Finder to the Company, initiate contact with any Vendors of any potential Acquisition Targets introduced by the Finder to the Company for the purpose of exploring, investigating, negotiating, consummating or otherwise pursuing any acquisition or proposed acquisition of any Acquisition Targets, without the prior written consent of the Finder.

## 2. FINDERS' FEE

2.1. In consideration of the Services, if, within 2 years after the Effective Date, the Company completes the acquisition of a greater than 50% interest in any Acquisition Target introduced by the Finder to the Company, or any other business or business assets acquired from Vendors introduced by the Finder to the Company, and such Acquisition Target or other business or business assets have an agreed value of not less than \$1,500,000 as determined by mutual agreement of the Company and the Vendors, acting in good faith, the Company will issue to the Finder 500,000 share purchase warrants (each a "Finder Warrant"). Each Finder Warrant will entitle the holder thereof to purchase one common share of the Company at a price of \$0.30 per share for a period ending at 5:00PM Pacific Time on the date that is 24 months following the date of issuance, provided that, in the event that the Shares trade on the Canadian Securities Exchange or another recognized stock exchange or market in Canada or the United States of America, and the closing price of the Shares is \$0.60 or more for a period of at least ten (10) consecutive trading days, the Company shall be entitled to accelerate the expiration date of the Warrant to a date that is at least 30 days from the date that notice of such acceleration is provided to the holders of the Warrants, which notice must be provided within ten (10) business days after the applicable ten (10) trading day period, and may be provided by the issuance of a news release announcing such acceleration.

2.2. In the event that the Company completes the acquisition of more than one Acquisition Target, or any other business assets acquired from Vendors introduced by the Finder to the Company, during the period set forth in Section 2.1, no additional fee or consideration shall be payable or issuable by the Company to the Finder.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE FINDER AND THE COMPANY

3.1. The Finder represents and warrants to, and covenants and agrees with, the Company as follows:

(a) The Finder is validly created and validly existing under the laws of the Province of British Columbia.

(b) The Finder has the necessary corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder.

- (c) The Finder has all necessary business and professional licenses, registrations and permits necessary to provide the Services to the Finder.
- (d) The Finder will comply with all federal, provincial and local laws and regulations, and the lawful requirements and directions of any governmental or administrative authority having jurisdiction with respect to the Services, and will maintain all necessary business and professional licenses, registrations and permits, and will otherwise comply with all applicable laws and regulations when providing the Services.
- (e) The Finder will not, without the prior written consent of the Company, distribute any materials or make any representations about the Company, its business or prospects, or its financial condition.
- (f) The Finder is an “accredited investor” as defined in National Instrument 45-106 Prospectus Exemptions (“NI 45-106”).
- (g) The Finder agrees to deliver to the Company such additional documentation, agreements, representations or requisite government forms as the Company may reasonably request to ensure compliance with applicable securities or other laws.
- (h) The Finder acknowledges and understands that:
  - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Warrants or the common shares of the Company issuable upon exercise thereof (collectively, the “Securities”), and that the Company has no duty to tell the Finder whether such Securities are a suitable investment;
  - (ii) there is no government or other insurance covering the Securities;
  - (iii) there are risks associated with the purchase of the Securities and the Finder is investing in such Securities entirely at its own risk, and may lose all of its investment;
  - (iv) there are restrictions on the Finder’s ability to resell the Securities and it is the responsibility of the Finder to find out what those restrictions are and to comply with them before selling such Securities; and
  - (v) the Company has advised the Finder that the Company is relying on an exemption from the requirements to provide the Finder with a prospectus and to sell the Securities through a person registered to sell securities under applicable Canadian securities laws and, as a consequence of acquiring Securities pursuant to this exemption, certain protections, rights and remedies provided by the applicable Canadian securities laws, including statutory rights of rescission or damages, will not be available to the Finder.

3.2. The Company represents and warrants to, and covenants and agrees with the Finder, as follows:

- (a) The Company is validly created and validly existing under the laws of the Province of British Columbia.
- (b) The Company has the necessary corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder.

#### 4. RESALE RESTRICTIONS

4.1. The Finder acknowledges that the Finder Warrants will be issued pursuant to exemptions from the prospectus requirements under applicable Canadian securities laws and, as a result, the Securities will be subject to restrictions on resale imposed by applicable Canadian securities laws until:

- (a) all applicable resale restrictions have been satisfied and the applicable hold period has expired in accordance with National Instrument 45-102 Resale of Securities (“NI 45-102”);
- (b) a further exemption under NI 45-106 or the applicable securities legislation is available to the Finder;
- (c) an appropriate discretionary order under applicable securities legislation is obtained; or
- (d) the Finder, if a control person, has satisfied all conditions relating to sales by control persons set out in NI 45-102 or the applicable securities legislation.

4.2. The Finder understands and acknowledges that upon the issuance of the Securities, all the certificates representing the Securities, as well as all certificates issued in exchange for or in substitution of the foregoing securities, shall bear the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY [and for the Warrants: AND ANY SECURITY ISSUED ON ITS EXERCISE] MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) [INSERT DISTRIBUTION DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

#### 5. TERM

5.1 The initial term of Finder’s engagement for the Services shall be for a period of one year from the date of this Agreement. Thereafter, Finder’s engagement shall be on a month to month basis until terminated by Company.

5.2 In the event that, within two (2) years after termination, the Company completes the acquisition of a greater than 50% interest in any Acquisition Targets, or any other businesses or business assets from any Vendors, introduced by the Finder to the Company, which results in whole or in part, directly or indirectly, from the Services of Finder rendered prior to termination, then Finder will be entitled to the Finder’s Fee.

#### 6. GENERAL

6.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior negotiations, agreements and discussions concerning the subject matter hereof.

6.2 This Agreement may not be altered or modified except by writing signed by each of the respective parties hereof. No breach or violation of this Agreement shall be waived except in writing executed by the party granting such waiver.

6.3 This Agreement shall not be assigned by either party without the written consent of the other party.

6.4 This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

**ZETTA CAPITAL CORP.**

By: "Tony Louie"

Name: Tony Louie

Title: President

**ECT3 HOLDING LTD.**

By: "Robert Nygren"

Name: Robert Nygren

Title: President