

First Responder Technologies Inc.
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Vancouver, BC V6C 1H2

PI Financial Corp.
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V6C 3N1

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March 20, 2019

STRICTLY PRIVATE AND CONFIDENTIAL

Attention: Mr. Kulwant Malhi, President & CEO

PI Financial Corp. (“PI” or the “Agent”) is pleased to accept the offer of First Responder Technologies Inc. (the “Company”) to act as exclusive agent on a commercially reasonable efforts basis with respect to a proposed initial public offering (the “Offering”) by the Company of 6,000,000 \$0.35 units comprising one common share and one-half common share purchase warrant of the Company (the “Units”). Each whole warrant (the “Warrants”) is exercisable at \$0.50 to acquire one common share for 24 months from the date of issue (the “Expiry Date”).”

This letter outlines the terms and conditions of the engagement of PI in connection with the Offering.

1. Offering. Each Unit will be offered by way of initial public offering pursuant to prospectus requirements to residents of the provinces of British Columbia, Alberta and Ontario and such other jurisdictions as may be agreed to by the Company and the Agent at a price of \$0.35 per Unit (the “Offering Price”). The Company will promptly file with the Canadian Securities Exchange (the “Exchange”) for the listing of its Units including required filings for the approval of the Offering. The total gross proceeds of the Offering will be \$2,100,000.

PI will have the authority, subject to prior approval of the Corporation, to appoint other registered dealers as members of its selling group to assist in the Offering. The fee payable to such sub-agents shall be determined by and for the account of PI.

2. Closing Date. Closing of the Offering is expected to occur on or about June 30, 2019 or such other date as PI and the Company may agree in writing (the “Closing Date”).
3. Due Diligence. PI and its legal counsel will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Company and its subsidiaries and the business conducted by the Company and its subsidiaries before the closing of the Offering. In particular, PI shall be permitted to conduct all due diligence that it may, in its sole discretion, require in order to fulfil its obligations as Agent, and in that regard the Company will make available to PI and its legal counsel, on a timely basis, all corporate and operating records, material contracts, financial information, budgets, and other relevant information necessary in order to complete the due diligence investigation of the business, properties and affairs of the Company and its subsidiaries as well as of their respective directors, officers, and employees. The Company agrees that it will make whatever arrangements are necessary with auditors to permit its auditors to participate in any due diligence investigations or meetings requested by PI. All information furnished to PI and its counsel in connection with the due diligence

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investigations of PI will be treated by PI and its legal counsel as confidential and will only be used in connection with PI's engagement hereunder.

4. Conditions Precedent. The completion of the Offering and the obligations of PI will be conditional on the following, in addition to any other events set out in this letter agreement or in the agency agreement contemplated herein:
 - (a) The Company having obtained approval of the Offering from the Exchange for the Offering;
 - (b) The Company will file an application for listing (the "Listing Application") with the Exchange. Conditional acceptance of the Listing Application will be required prior to completion of the Offering;
 - (c) The Company and PI having entered into an agency agreement in respect of the Offering (the "Agency Agreement"). The Agency Agreement will be negotiated in good faith, and will include the terms and conditions provided herein, and industry standard covenants, representations and warranties to be given by the Company to PI, and provisions regarding legal opinions, title, indemnification, contribution, termination clauses and other relevant matters as PI may so determine. The Agency Agreement will also contain customary "disaster-out", "a broad market-out", "material adverse change-out", "due diligence-out" and "regulatory change-out" provisions relieving PI from its obligation therein;
 - (d) All necessary regulatory approvals to complete the Offering having been obtained; and
 - (e) PI not having terminated the engagement hereunder for any reason set forth in paragraph 15.
5. Not an Underwriting Commitment. It is understood that this letter agreement does not represent a firm commitment by PI to underwrite the Offering.
6. Indemnity. In connection with this engagement, the Company agrees to provide PI with the indemnity set out in Schedule "B" attached hereto and which forms a part of this letter agreement. It is understood and agreed that the indemnity provisions to be contained in the Agency Agreement will supersede this indemnity and will be customary and commercially reasonable for a transaction of this nature and will indemnify the Agent(s). Until superseded, this letter agreement and the indemnity provisions contained in Schedule "B" will be binding upon their respective successors and assigns. For greater certainty, the Company may not assign this letter agreement or its obligations contained in Schedule "B" without the prior written consent of PI.
7. Fees. The Company will pay a commission of 8% of the gross proceeds of the Offering on the closing of the Offering to PI. The Company shall also pay the Agent a corporate finance fee of \$25,000 plus GST of \$1,250 for a total of \$26,250. A non-refundable deposit of 50% of the corporate finance fee in the amount of \$12,500 plus GST of \$625 is payable upon signing of this letter agreement and the balance will be payable at the closing of the Offering
8. Compensation Options. In addition to the fees payable to PI under paragraph 8, the Company shall issue to PI on the closing of the Offering, non-transferrable compensation options (the "Compensation Options") equal in number to 8% of the number of Units sold under the Offering which will entitle PI to purchase one common share at \$0.50. The Compensation Options may be exercised at any time and from time to time for a period of twenty-four (24) months following the date on which the Units of the Company are listed on the Exchange (the "Listing Date"), and the Compensation Option certificates will be in form and substance satisfactory to PI and its counsel, and will be delivered to PI on the closing of

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the Offering.

9. Expenses. Whether or not the Offering is completed, the Company will pay all costs and expenses related to the Offering (including without limitation, reasonable costs and expenses of PI, including fees and disbursements of PI's technical consultants and legal counsel in all jurisdictions), all expenses of or incidental to the creation, issuance, sale and distribution of its Shares, transfer agent and filing fees, all printing costs and all reasonable expenses of PI in connection with the marketing of the Offering. Costs and expenses of PI will be payable by the Company in addition to any other fees payable under this letter agreement and will be payable upon the closing of the Offering or upon the Company receiving an invoice from PI. In the event the Offering is not completed because any condition has not been fulfilled (including, without limitation, those set forth in paragraph 5) or the engagement of PI has terminated hereunder pursuant to paragraph 13 or paragraph 14, the Company shall be responsible for the payment of all of the expenses of PI otherwise payable by the Company under this paragraph. PI's estimated fees, disbursements, and taxes of its legal counsel shall be deducted from the proceeds at Closing. Notwithstanding the foregoing it is agreed and understood that the legal expenses of PI shall be subject to a maximum of \$50,000 plus disbursements and taxes. The Company shall provide the Agent with a retainer of \$10,000 in connection with the Agent's anticipated expenses including legal expenses. The Company will provide the Agent with additional retainers if requested by the Agent. Any retainer amount received by the Agent that is in excess of the Agent's expenses will be returned to the Company at the closing of the Offering.
10. Right of First Refusal. The Company agrees that PI will have a right of first refusal to act as the Company's fiscal agent for any brokered financing for 12 months following completion of the Offering.
11. Press Releases. Subject to compliance with applicable law, any press release of the Company relating to the Offering will be provided in advance to PI, and the Company will use its reasonable best efforts to agree to the form and content thereof with PI prior to the release thereof. More particularly, in order to comply with applicable U.S. securities laws, no press release will be issued in the United States by the Company concerning the Offering during the Offering, and any press release issued by the Company concerning the Offering shall include the following:

“This news release does not constitute an offer to sell or a solicitation of an offer to sell any of the securities in the United States. The securities 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 may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available.”
12. Term of Engagement. The engagement of PI pursuant to this letter agreement shall commence on the date of this letter agreement and shall terminate on the six-month anniversary of the date of this letter whether or not the Offering is completed except to the extent superseded by the Agency Agreement referred to herein, or otherwise agreed to in writing by the Company and PI. Notwithstanding the above, the obligations in paragraphs 6, 9, and 15 and on Schedule “B” (indemnity), shall survive the completion of the engagement hereunder, any withdrawals or termination of the Offering (including for failure of a condition set out herein) or the expiry or termination of this letter agreement.
13. Termination. PI may terminate this letter agreement, by notice to the Company at any time prior to the signing of the Agency Agreement if:
 - (a) PI is not satisfied in its sole discretion with its due diligence review and investigations;

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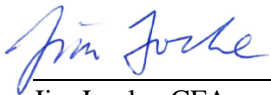
- (b) there is, in the opinion of PI, a material change or a change in any material fact or a new material fact shall arise which would be expected to have an adverse change or effect on the business, affairs, prospects or financial condition of the Company or on the market price or the value of the Shares of the Company;
 - (c) the state of the financial markets, whether national or international, is such that in the sole opinion of PI it would be impractical or unprofitable to offer or continue to offer the Shares for sale;
 - (d) there should develop, occur or come into effect any event of a nature, including without limitation, accident, act of terrorism, public protest, governmental law or regulation which in the sole opinion of PI adversely affects or may adversely affect the financial markets or the business, affairs, prospects or financial condition of the Company or the market price or value or marketability of the Shares of the Company;
 - (e) there is an enquiry or investigation (whether formal or informal) by any securities regulatory authority in relation to the Company or any one of its respective officers or directors, or any of its principal shareholders;
 - (f) the Company is in breach of a material term, condition or covenant of this letter agreement or the Agency Agreement, or any representation or warranty given by the Company and its subsidiaries in this letter agreement or the Agency Agreement becomes or is false; or
 - (g) any condition (including, without limitation, those contemplated in section 5 hereof) shall remain outstanding and uncompleted at any time.
14. Subsequent Mandate for PI. Notwithstanding any other rights of PI under this letter agreement, should PI terminate this letter agreement, then the obligations of the parties hereunder shall immediately terminate, save and except for the obligations of the Company under paragraphs 6, 9 and Schedule “B” (Indemnity) which obligations of the Company shall survive such termination and which PI shall be specifically entitled to. In such case, the Company acknowledges that PI and its counsel and advisors will be free to accept any mandate which may not be in line with the interests of the Company. The Company hereby irrevocably consents to such terms.
15. Entire Agreement. The provisions herein contained constitute the entire agreement between the parties hereto with respect to the Offering and supersede all previous communications, representations, understandings and agreements between the parties with respect to the subject matter hereof, whether verbal or written.
16. Governing Law. This letter agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
17. Counterparts. This letter may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

If the foregoing is acceptable to you, please indicate your acceptance by signing and returning to us a copy of this letter and a cheque in the amount of \$23,125 (comprising the non-refundable corporate finance fee deposit of \$12,500 + \$625 GST and the \$10,000 legal retainer).

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Yours truly,

PI FINANCIAL CORP.



Jim Locke, CFA
Vice President, Investment Banking

Accepted this ____ day of March, 2019

FIRST RESPONDER TECHNOLOGIES INC.

By: Kal Malhi
Authorized Signing Officer

Name: Kulwant Malhi
Chairman & Director

**SCHEDULE “A” - TERM SHEET
INITIAL PUBLIC OFFERING OF SHARES**

- ISSUER:** First Responder Technologies Inc. (the “Company”)
- AGENT:** PI Financial Corp. (“PI” or the “Agent”).
- OFFERING:** Initial public offering (the “Offering”) of 6,000,000 Units (the “Units”) comprising one common share and one-half common share purchase warrant on a commercially reasonable efforts basis, to be issued in British Columbia, Alberta and Ontario and such other jurisdictions as may be agreed to by the Company and the Agent, by way of prospectus, subject to the receipt of necessary regulatory approvals. Each whole warrant is exercisable to acquire one common share @ \$0.50 for 24 months from the date of issue (the “Expiry Date”).
- PRICE:** \$0.35 per Unit
- GROSS PROCEEDS:** \$2,100,000
- CLOSING DATE:** Closing of the Offering is to occur on or before June 30, 2019, or such other date as may be agreed upon by the Company and the Agent (the “Closing Date”).
- LISTING OF SECURITIES:** The Company will cause its common shares to be conditionally listed on the Canadian Securities Exchange (the “Exchange”) concurrent with the closing of the Offering. Conditional acceptance of the Listing Application will be required prior to completion of the Offering
- COMMISSION:** The Company will pay the Agent a cash commission of 8% of the gross proceeds raised, payable from the gross proceeds of the Offering upon Closing.
- COMPENSATION OPTIONS:** On the Closing Date of the Offering, the Agent will be granted non- transferrable compensation options (the “Compensation Options”) equal in number to 8% of the number of Units sold under the Offering which will entitle PI to purchase, at an exercise price equal to \$0.50. The Compensation Options may be exercised at any time and from time to time for a period of 24 months following the Listing Date.
- FEES AND EXPENSES:** The Company shall pay the Agent a corporate finance fee of \$25,000 plus GST of \$1,250 for a total of \$26,250 of which a 50% non-refundable deposit of \$12,500 plus GST of \$625 is payable upon execution of this letter agreement. The balance of the corporate finance fee will be paid upon closing of the Offering.
- The Company will be responsible for all expenses incurred in connection with the Offering, including the Agent’s out-of-pocket expenses and fees and disbursements of the Agent’s legal counsel to a maximum of \$50,000 plus disbursements and taxes.
- RETAINER:** The Company shall provide the Agent with a retainer of \$10,000 in connection with the Agent’s anticipated expenses, including legal expenses. The retainer shall be applied against these expenses.
- RIGHT OF FIRST REFUSAL:** The Company agrees that PI will have a right of first refusal to act as the Company’s fiscal agent in respect of any brokered financing for 12 months following completion of the Offering.

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SCHEDULE “B” - INDEMNITY

First Responder Technologies Inc. and its subsidiaries or affiliated companies, as the case may be, (collectively, the “Indemnitor”) hereby agree to indemnify and hold PI Financial Corp. (“PI”), each of its subsidiaries and affiliates, and each of its directors, officers, employees and agents (hereinafter referred to as the “Personnel”) harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which PI and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance or professional services rendered to the Indemnitor by PI and its Personnel hereunder, or otherwise in connection with the matters referred to in the letter agreement to which this indemnity is attached (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against PI and/or its Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (a) PI and/or its Personnel has been grossly negligent or has committed wilful misconduct or any fraudulent act in the course of such performance; and
- (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence, wilful misconduct or fraud referred to in (a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that PI may incur as a result of any action or litigation that may be threatened or brought against PI.

If for any reason (other than the occurrence of any of the events itemized in (a) and (b) above), the foregoing indemnification is unavailable to PI or any Personnel or insufficient to hold PI or any Personnel harmless as a result of such expense, loss, claim, damage or liability, the Indemnitor, the Agents and such Personnel will contribute to such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and PI or any Personnel on the other hand but also the relative fault of the Indemnitor and PI or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by PI or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by PI hereunder pursuant to the letter to which this is attached.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor, PI, and/or any of their respective Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such entity shall investigate the Indemnitor, PI, and/or any of PI’s Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor, PI shall have the right to employ their own counsel in connection therewith provided PI acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse PI for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred by their respective Personnel in connection therewith shall be paid by the Indemnitor as they occur.

Promptly after receipt of notice of the commencement of any legal proceeding against PI or any of PI’s Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, PI will notify the Indemnitor in writing of the commencement thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by PI to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify PI and/or any Personnel. The Indemnitor shall on behalf of itself and PI and/or any Personnel, as applicable,

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be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to PI and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of PI and/or any Personnel, as applicable, and none of PI and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. PI and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided PI acts reasonably in selecting such counsel.

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability, which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of PI and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, PI and any of the Personnel of PI. The foregoing provisions shall survive the completion of professional service rendered under the letter agreement to which this schedule is attached or any termination of the authorization given by the letter agreement to which this is attached.

Dated this ____ day of March, 2019

FIRST RESPONDER TECHNOLOGIES INC.

By: Kal Malhi
Authorized Signing Officer

Name: Kulwant Malhi
Chairman & Director