

APP PURCHASE AGREEMENT

THIS APP PURCHASE AGREEMENT (“**Agreement**”) dated July 1, 2018 (the “**Effective Date**”) is made among Zimtu Capital Corp., having an address at Suite 1450 – 789 Pender Street, Vancouver, BC V6C 1H2 (“**Vendor**”) and Dimension Five Technologies Inc., having an address at Suite 1450 - 789 W Pender Street, Vancouver, BC V6C 1H2 (“**Purchaser**”).

WHEREAS:

- A. Zimtu has developed the Zimtu App (as defined below) and owns all of the proprietary rights to the Zimtu App.
- B. Purchaser wishes to purchase and Vendor wishes to sell all of Vendor’s rights in and to the Zimtu App.
- C. Concurrent with this Agreement, Vendor and Purchaser are entering into a license agreement whereby Purchaser will license back the Zimtu App to the Vendor.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged by each of the parties, the parties hereby covenant and agree as follows:

1. **Definitions**

(a) The following terms have the following meanings in this Agreement:

- (i) “**Closing**” has the meaning as set out in Section 4(b).
- (ii) “**Closing Date**” has the meaning as set out in Section 4(b).
- (iii) “**Closing Shares**” has the meaning as set out in 4(a).
- (iv) “**Encumbrance**” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, charge, adverse claim of title, or right to use, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the transfer or receipt of any income derived from any asset, (ii) the use of any asset, and (iii) the possession, exercise or transfer of any other attribute of ownership of any asset).
- (v) “**Intellectual Property**” means intellectual property, regardless of form, including: (i) published and unpublished works of authorship, including without limitation audiovisual works, collective works, software, compilations, databases, derivative works, literary works, mask works, and sound recordings (“**Works of Authorship**”); (ii) inventions and discoveries, including without limitation business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); (iii) trade secrets and other information that is not generally known or readily ascertainable through proper means, whether tangible or

intangible, or patentable or unpatentable, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques; (iv) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features worldwide, whether pending, registered or common law (“Trademarks”); (iv) domain names, uniform resource locators, and other names and locators associated with the Internet (“Domain Names”);

- (vi) **“Intellectual Property Rights”** means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction worldwide, whether pending, registered or common law including without limitation: (i) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in databases and rights granted under the *Copyright Act (Canada)*; (ii) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the *Patent Act (Canada)*; (iii) rights in, arising out of, or associated with trade secrets and confidential information; (iv) rights of attribution and integrity and other moral rights of an author; and (v) rights in, arising out of, or associated with Trademarks, including without limitation rights in the “look and feel” of objects and rights granted under the *Trade-marks Act (Canada)*;
- (vii) **“Purchase Price”** has the meaning set out in Section 4(a).
- (viii) **“Purchaser Indemnitees”** means Purchaser, its subsidiaries and affiliates and their respective directors, officers, employees, agents and assigns.
- (ix) **“Zimtu App”** means Vendor’s Zimtu Advantage App (as available in the Google Play Store), inclusive of all source code, object code, algorithms, developer’s notes, user documentation, libraries and compilers, data files and structures, header and include files, macros, object libraries, programming tools not commercially available, technical specifications, flowcharts, and logic diagrams, schematics, annotations, and documentation and all Intellectual Property Rights therein and arising therefrom. A list of the Intellectual Property Rights in the Zimtu App is set out in Schedule A to this Agreement.

2. **Assignment of Rights**

Subject to the terms and conditions hereof, at the Closing, Vendor will cause to be sold, assigned, transferred and delivered to Purchaser good, valid and marketable title in and to the Zimtu App (including, without limitation, all Intellectual Property Rights therein), free and clear of all Encumbrances.

3. **Representations and warranties**

- (a) Vendor represents and warrants to Purchaser, with full knowledge that Purchaser is entering to this Agreement in reliance on such representations and warranties, that:

- (i) Vendor is the sole legal and beneficial owner of the Zimtu App, free of Encumbrances. Vendor has full power and authority to enter into this Agreement and to sell, assign and transfer the Zimtu App to Purchaser.
- (ii) The Vendor owns, and has good, valid, and marketable title to the Zimtu App. The Zimtu App will be transferred to Purchaser on the Closing Date free and clear of all Encumbrances whatsoever. No portion of the Zimtu App is licensed from a third party.
- (iii) Vendor has not granted any option, right, license or sublicense in the Zimtu App to any person other than to Purchaser, nor has it assigned any of its rights in the Zimtu App to any person other than to Purchaser, nor has Vendor encumbered the Zimtu App.
- (iv) The entering into this Agreement by the Vendor and carrying out its obligations hereunder does not conflict with or constitute a breach of any obligations Vendor may have to any other person.
- (v) No current or former employee, consultant or independent contractor of Vendor has any right, license, claim or interest whatsoever in or with respect to any of Intellectual Property Rights in the Zimtu App. No third party has assigned ownership of any technology, software or other copyrightable, patentable or otherwise proprietary work product to Vendor that is included in the Zimtu App and is subject to any agreement under which such third party has also assigned or otherwise granted to any other third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work product.
- (vi) All parties that participated in the creation, modification and development of the Zimtu App have, for valuable consideration, irrevocably waived all of their respective moral rights in the Zimtu App in favour of Vendor and those persons authorized by Vendor to use the Zimtu App, pursuant to valid and enforceable written agreements;
- (vii) The Zimtu App is an original work and is not copied from any other source.
- (viii) The Zimtu App has not, does not and will not infringe, misappropriate or violate any of the Intellectual Property Rights of any other person. No fact or circumstance exists that could reasonably be expected to result in a claim that the Zimtu App infringes, misappropriates, or otherwise violates, any Intellectual Property Rights of any person, or that the use thereof constitutes unfair competition or unfair trade practices under the laws of any jurisdiction.
- (ix) Vendor has not sought to register any Intellectual Property Rights in respect of the Zimtu App.
- (x) Vendor has not (i) incorporated open source materials into, or combined open source materials with, the Zimtu App; (ii) distributed open source materials in conjunction with the Zimtu App; or (iii) used open source materials, in such a way that software incorporated into, derived from or distributed with such open source materials must be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge.

- (xi) Vendor is in compliance with all requirements of applicable law, including without limitation any applicable privacy and data security laws relating to the use, collection, storage, disclosure and transfer of any personal information. Vendor has not received a complaint regarding the Vendor's collection, use or disclosure of personally identifiable information. Vendor has implemented and maintained a comprehensive data security plan which (i) identifies internal and external risks; (ii) implements, monitors and improves adequate and effective administrative, electronic and physical safeguards to control those risks; and (iii) maintains notification procedures in compliance with applicable laws in the case of any breach of security compromising unencrypted data containing personally identifiable information. Vendor has experienced any breach of security or other unauthorized access by third parties. Vendor does not require any permits for the operation of the Zimtu App and no permits are necessary to the ownership and operation of the Zimtu App. As used in this Agreement, the term "**Permits**" will mean as to any person, all licenses, permits, franchises, orders, approvals, concessions, registrations and any other authorizations and qualifications under any laws with any and all governmental authorities or with any and all industry or other nongovernmental self-regulatory organizations that are issued to such person.

4. **Consideration**

- (a) As full and complete consideration (the "**Purchase Price**") for the sale of the Zimtu App to Purchaser and Vendor's other undertakings in this Agreement, Purchaser will issue and deliver 10,000,000 Common Shares of Purchaser (the "**Closing Shares**") at a rate of \$.03 per Closing Share to be allocated in accordance with Schedule B. The Purchase Price is net of all applicable taxes, including Goods and Services Tax ("**GST**") and/or Provincial Sales Tax ("**PST**"), which Purchaser will be responsible for the payment of. Vendor will remit all such taxes that are paid to it by Purchaser in a timely manner to the applicable taxation authorities and will provide evidence of such timely remittances to Purchaser upon request. The Purchase Price represents the complete and entire consideration payable by Purchaser for the assignment set out herein.
- (b) **Closing.** The closing of the sale of the Zimtu App to Purchaser (the "**Closing**") will take place on July 1, 2018 or such other dates as may be agreed by the parties (the "**Closing Date**"). Closing may occur by telephone, PDF, e-mail or facsimile, as mutually agreed by the parties. At the Closing, the Vendor will deliver to Purchaser a schedule containing the passcodes, passwords, and login information for the Zimtu App, including for administration of the Zimtu App and other passcodes, passwords, and login information for the Zimtu App and all related assets and relevant or necessary to the operation thereof after the Closing Date; and (ii) such other documents as may be reasonably necessary to assign to Purchaser good and valid title to the Zimtu App free and clear of any encumbrances or to deliver to Purchaser possession and control of the Zimtu App. On Closing, Purchaser will deliver the Closing Shares to the Vendor.
- (c) **Closing Conditions of Purchaser.** Purchaser's obligations to effect the transactions contemplated by this Agreement are subject to fulfilment at or prior to the Closing of each of the conditions precedent set forth below, unless waived in writing by Purchaser. Immediately upon Closing, the conditions listed in this Section 4(c) will be of no further force or effect and be deemed waived; provided, that the foregoing will not be deemed to affect any of Purchaser Indemnitees' rights under Section 5 or the representations and warranties set forth made in Section 3:

- (i) Each of the representations and warranties made by Vendor in this Agreement will be true and correct in all material respects when made and as of the Closing Date.
 - (ii) No suit or other legal proceeding will be pending or have been commenced seeking to restrict or prohibit the transactions contemplated by this Agreement.
- (d) **Further Assurances.** In case at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto will, at its own expense, execute and deliver such documents and other papers upon request and take such further actions as may be reasonably required to carry out the provisions of this Agreement including to effect fully and perfect the transfer to Purchaser of any and all of the assets comprising the Zimtu App. From and after the Closing Date, Vendor agrees to convey, transfer, and assign to Purchaser, free and clear of all Encumbrances, any tangible or intangible rights, properties or assets then held by each Vendor, the conveyance, transfer or assignment of which would have been necessary for representations and warranties of the Vendor herein to be true and correct as of the Closing Date, or the conveyance, transfer or assignment of which was or is required by the covenants of the Vendor contained in this Agreement.

5. **Indemnification**

- (a) **Indemnification by the Vendor.** Vendor will indemnify, defend and hold harmless Purchaser Indemnitees from and against any and all any and all claims, demands, actions, causes of actions, losses, costs, damages, liabilities and expenses including, without limitation, reasonable legal and expert fees ("**Damages**"), asserted against, imposed on or suffered or anticipated by any of Purchaser Indemnitees, directly or indirectly, by reason of, resulting from, arising out of, or incurred with respect to, or (in the case of claims asserted against any of Purchaser Indemnitees by a third party) alleged to result from, arise out of or have been incurred with respect to, (a) any breach of any representation or warranty of a Vendor contained in this Agreement, (b) any breach of any covenant or agreement made by a Vendor in the this Agreement, (c) any claim brought against Purchaser that the Zimtu App infringes the Intellectual Property Rights of any third party, and (d) any liability to which Purchaser or any of the other Purchaser Indemnitees may become subject and that arises directly or indirectly from or relates directly or indirectly to: (x) the Zimtu App prior to the Closing or that otherwise arises prior to the Closing, or (y) any federal, provincial and local tax withholding obligations (including any penalties that may be assessed in connection therewith) of Purchaser due to the payment of any portion of the Purchase Price (including without limitation the issuance of any of the Closing Shares).
- (b) **Non-Exclusivity of Indemnification Remedies.** The indemnification remedies and other remedies provided in this Section 5 are not exclusive, and, accordingly, the exercise by any Purchaser Indemnitee of any of its rights under this Section 5 will not be deemed to be an election of remedies and will not be deemed to prejudice, or to constitute or operate as a waiver of, any other right or remedy that such Purchaser Indemnitee may be entitled to exercise (whether under this Agreement, under any other contract, under any statute, rule or other legal requirement, at common law, in equity or otherwise).
- (c) **Survival of Representations and Warranties.** The representations and warranties contained in this Agreement will survive the Closing for a period of three (3) years (the "**Warranty Period**");

provided, however, that if a claim notice relating to any representation or warranty set forth in this Agreement is delivered to Vendor on or prior to the end of such period, then, notwithstanding anything to the contrary contained in this Section 5(c) such representation or warranty will not so expire, but rather will remain in full force and effect until such time as each and every claim that is based directly or indirectly upon, or that relates directly or indirectly to, any breach or alleged breach of such representation or warranty, has been fully and finally resolved, either by means of a written settlement agreement executed on behalf of the Vendor and Purchaser or by means of a final, non-appealable judgment issued by a court of competent jurisdiction, and provided further that, notwithstanding the foregoing, the parties hereto will be entitled to seek recovery for fraud, wilful breach and/or intentional misrepresentation until the expiration of the applicable statute of limitations period for any claim alleging fraud, wilful breach or intentional misrepresentation.

6. **Right of first offer**

- (a) In the event that Purchaser is no longer using and wishes to sell the Zimtu App, Purchaser will notify the Vendor in writing ("**Purchaser's Notice**"). The Vendor will have a right of first offer, which will extend for 30 days from Purchaser's Notice to negotiate mutually acceptable terms for the purchase of the Zimtu App ("**ROFO Period**"). If there is a third party offer to purchase the Zimtu App, Purchaser will notify the Vendor in writing and Vendor will have the first right of refusal to meet the specific terms of that third party offer, within 30 days of the Supplier's written notice ("**ROFR Period**"). In the event Vendor fails to meet the specific terms of any third party offer, or the parties are otherwise unable to reach mutually acceptable terms under a right of first offer, or Vendor does not exercise its right of first refusal or offer within the ROFR Period or the ROFO Period, respectively, Purchaser may sell the Zimtu App to any third party or, if there is a third party offer, the specific third party that offered to purchase the Zimtu App.

7. **Transitional Period**

- (a) **Conduct of Business.** From the Effective Date through the earlier of the Closing or termination of this Agreement otherwise, the Vendor will: (i) not make any changes to the Zimtu App without the consent of Purchaser; (ii) confer with Purchaser concerning operational matters of a material nature related to the Zimtu App; and (iii) not take any affirmative action, or fail to take any reasonable action within its control, which is likely to cause any representation or warranty to be inaccurate.
- (b) **Notice of Developments.** From the Effective Date through the earlier of the Closing or termination of this Agreement otherwise, Vendor will promptly notify Purchaser in writing of any breach of (i) any representation or warranty made by the Vendor in this Agreement, and (ii) any development occurring after the date of this Agreement that would cause or constitute a breach of any representation or warranty made by Vendor in this Agreement if such representation or warranty had been made at the time of such development.
- (c) **Exclusivity.** From the Effective Date through the earlier of the Closing or termination of this Agreement otherwise, Vendor will not and will not permit any of its representatives or Affiliates to, directly or indirectly: (i) solicit, initiate or encourage any inquiry, proposal or offer from any person (other than Purchaser) relating to any transaction involving the sale of the Zimtu App or any of the shares of the Vendor, or any merger, consolidation, business combination, or similar

transaction involving Vendor (such inquiry, proposal or offer being an “**Acquisition Proposal**”); (ii) participate in any discussions or negotiations or enter into any agreement with, or provide any non-public information to, any person (other than Purchaser) relating to or in connection with an Acquisition Proposal; (iii) consider, entertain or accept any Acquisition Proposal from any Person (other than Purchaser); or (iv) intentionally take any other action that would prevent, impede or delay the consummation of the transactions contemplated by this Agreement. From the Effective Date through the earlier of the Closing or termination of this Agreement otherwise, Vendor will promptly notify Purchaser in writing of any Acquisition Proposal.

8. **Termination**

(a) This Agreement may be terminated as follows:

- (i) at any time prior to the Closing by mutual written agreement of all parties to this Agreement;
- (ii) by Purchaser, at any time prior to the Closing in the event that Vendor is in breach, in any material respect, of the representations, warranties or covenants made by any Vendor and such breach cannot be cured within 10 days from receipt of written notice of such breach; or
- (iii) by either Purchaser or Vendor, at any time after **August 31, 2018** if the Closing will not have occurred by such date.

(b) Any termination of this Agreement pursuant to Section 8(a)(ii) or 8(a)(iii) will be effected by written notice from the terminating party to the non-terminating party, which notice will specify the basis therefor. Any termination of this Agreement pursuant to Section 8(a)(ii) or 8(a)(iii) will not terminate the liability of any party for any breach or default of any covenant or other agreement set forth in this Agreement which exists at the time of such termination

9. **General provisions**

(a) This Agreement constitutes the entire agreement among the parties and supersedes all prior or collateral discussions, negotiations, representations and warranties.

(b) Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the party or parties affected thereby.

(c) This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

(d) The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

(e) The headings appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

- (f) This Agreement will be governed by and construed in accordance with the law of the Province of British Columbia, excluding its conflict of laws rules and the parties hereby irrevocably submit to the exclusive jurisdiction of the Supreme Court of British Columbia, Vancouver Registry in the event of any proceeding or dispute hereunder.
- (g) If any provision of this Agreement is unenforceable for any reason, then such provision will be severed from and will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable provision had never been contained in this Agreement. All other provisions of this Agreement will, nevertheless, remain in full force and effect and no provision will be deemed dependent upon any other provision unless so expressed herein.
- (h) This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement to have effect from and after the Effective Date.

ZIMTU CAPITAL CORP.

DIMENSION FIVE TECHNOLOGIES INC.

Per: "David Hodge"
Authorized Signatory


Per: "Chris Parr"
Authorized Signatory

SCHEDULE A TO APP PURCHASE AGREEMENT

List of Intellectual Property Rights in Zimtu App

- Domain <https://zimtuadvantage.com>



- Trademark: 
- Copyright in the Zimtu App, including all source code, object code, tools, documentation and other materials required to modify or otherwise deal with the Zimtu App.

SCHEDULE B TO APP PURCHASE AGREEMENT

Allocation of Shares

Name	
Dave Hodge	1,333,334
Chris Parr	1,333,333
Craig Murata	1,333,333
Stephan Bogner	200,000
Sean Charland	200,000
Shaun Ledding	200,000
Kevin Bottomley	200,000
Christopher Grove	200,000
Jody Bellefleur	200,000
Mike Budd	200,000
Jared Rushton	100,000
Scott Rose	100,000
Nick Rodway	100,000
Mike Hodge	50,000
Justin Schroen	50,000
Michael Patience	50,000
Dusan Berka	50,000
Pulindu Ratnasarak	50,000
Janet Ming	50,000
Zimtu	4,000,000
Total shares:	<u>10,000,000</u>