



STRATEGIC ADVISORY AGREEMENT

THIS AGREEMENT (the “**Agreement**”) dated the 1st day of February, 2019

BETWEEN:

HEYBRYAN MEDIA INC., a corporate body incorporated under the laws of the province of British Columbia, having an office at Suite 200, 1238 Homer Street, Vancouver, British Columbia V6B 2Y5

(the “**Company**”)

- and -

COR CAPITAL INC., a corporate body incorporated under the laws of the province of Ontario, having an office at 217 Hart Avenue, Burlington, Ontario L7N 1N9

(the “**Consultant**”)

WHEREAS the Company has retained the Consultant to provide consulting and advisory services in connection with the proposed initial public offering of the Company.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Engagement of Consultant**

The Company hereby confirms the engagement of the Consultant from July 1, 2018, as a consultant and advisor in providing the company information, introductions to institutional investors and advice with respect to capital structure and financing in preparation for and in connection with the Company’s proposed initial public offering and listing (collectively, the “**Services**”), such Services having been provided by the Consultant from July 1, 2018.

2. **Compensation**

- (a) The Company shall pay the Consultant for the Services provided from July 1, 2018 to the date of the Agreement a fee of \$600,000 plus \$30,000 on account of GST, payable by the issuance of 2,520,000 units of the Company valued at \$0.25 per unit, each unit consisting of one common share of the Company and one common share purchase warrant entitling the holder to acquire one common share at a price of \$0.90 per share for a period of two years from the date of issuance.

- (b) Within 30 days of this Agreement, the Company will grant to the Consultant options to purchase 1,000,000 common shares of the Company, with the exercise price of the options to be determined by the Company at the time of grant.
- (c) In the event the Consultant introduces to the Company investors who subscribe for securities of the Company (a “**Private Placement**”) after the date of this Agreement, the Company shall pay the Consultant for the introduction an additional consulting fee in cash equal to 10% of the gross proceeds to the Corporation of the Private Placement.

3. **Nature of the Relationship**

The Consultant shall at all times be an independent contractor and not the servant, employee or agent of the Company. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the parties under this Agreement.

4. **Non-Exclusivity**

Nothing herein shall preclude the Consultant from providing services to other clients of the Consultant. The Company acknowledges that the Consultant may trade in securities for its own account, and that in the ordinary course of such activities, the Consultant may trade or otherwise effect transactions for its own account, in debt or equity securities or related derivative securities of the Company, competitors of the Company or any other company that may be involved in any transaction involving the Company.

5. **Confidentiality**

The Consultant agrees to retain all non-public information concerning the Company’s projects, management and affairs in confidence and to use such non-public information only in connection with its performance of the Services. Such non-public information shall not include information that (i) is or becomes known to the public generally through no wrongful act of the Consultant or its representatives, (ii) has been approved for release by the Company in writing, (iii) was in the Consultant’s lawful possession prior to the time of disclosure by the Company to the Consultant, or (iv) was received by the Consultant from a third party who has the right to transfer or disclose it. The foregoing shall not prevent the Consultant from making such disclosure as is required under any applicable law, rule, policy, instrument, rule or regulation, including the rules and policies of any applicable stock exchange.

6. **Assurances – No Conflict**

The Consultant hereby represents and warrants that it has no obligations to any third party which in any way limit or restrict its ability to provide the Services to the Company. The Consultant agrees that it will not disclose to the Company, nor make use in the performance of the Services, any trade secrets or other proprietary information of any third party.

7. **Assignment and Subcontracting**

- (a) Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- (b) The Consultant may not subcontract the provision of the Services or any obligation of the Consultant under this Agreement.

8. Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be delivered personally, by email, facsimile or by prepaid registered post addressed to the parties at the above mentioned address or at such address of which notice may be given by either of such parties. Any notice will be deemed to have been received, if personally delivered or sent by email or facsimile, on the date of delivery and if mailed as aforesaid, then on the fourth business day after the day of mailing.

9. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario without regard to any conflicts of laws principles that could require application of any other law, and the parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

10. Amendment and Waiver

This Agreement may only be amended by further written agreement executed and delivered by the parties. Except as otherwise provided, no waiver or consent by a party to any breach or default by any other party will be effective unless evidenced in writing, executed and delivered by the party so waiving and consenting, and no waiver or consent effectively given as aforesaid will operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

11. Miscellaneous

- (a) The parties hereto shall perform all such acts, execute and deliver all such instruments, documents, and writings and give all such assurances as may be necessary to give full effect to this Agreement.
- (b) If any provision of this Agreement shall be found or deemed to be unenforceable, illegal or invalid, this Agreement shall be construed as if such provision was omitted and the remainder of this Agreement shall not be affected thereby.
- (c) This Agreement may be executed in counterpart and by electronic means.
- (d) Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

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

HEYBRYAN MEDIA INC.

"Lance Montgomery"

By: _____
Name:
Title:

COR CAPITAL INC.

"Garett Prins"

By: _____
Name: Garett Prins
Title: President