

**STATEMENT OF WORK
OPERATING AGREEMENT**

This Statement of Work (“**SOW**”) forms part of and is incorporated in the Operating Agreement (the “**Agreement**”) entered into by and between **THRIVE ACTIVATIONS INC.** (the “**Company**”) and Fast Task Inc. (the “**Client**”) dated June 25, 2018, as of the effective date specified below. Capitalized terms used but not defined in this SOW have the meaning ascribed to them in the Agreement.

1. GENERAL INFORMATION

CLIENT: (the “ Client ”)	Fast Task Inc.
AGREEMENT EFFECTIVE DATE:	June 25, 2018

SOW EFFECTIVE DATE: (the “ SOW Effective Date ”)	December 19, 2018
SOW PROJECT #:	2

COMPANY PRIMARY CONTACT:	Penny Green (penny@yieldgrowth.com)
CLIENT PRIMARY CONTACT:	Lance Montgomery (lance@fasttask.com)

2. SERVICE & DELIVERABLE ORDER

Subject to the terms and conditions of the Agreement, the Client wishes to engage the Company to provide the following services (the “**Services**”) and deliverables (the “**Deliverables**”).

Primary: Technology advisory services to provide ongoing development and support for HeyBryan app, including development of a plan for getting taskers into the app.

Secondary: Corporate support services (e.g., operations, creative, legal, accounting etc.).

3. FEES

Subject to the terms and conditions of the Agreement, the Client will pay the Company:

- A. A signing fee of \$250,000, payable in Units of HeyBryan Media Inc. (“HeyBryan”) at a price of \$0.25 per unit, with a unit comprised of (i) one common share of HeyBryan and (ii) one warrant to buy one common share of HeyBryan at a price of \$0.90 for a two year term.
- B. GST on the foregoing in the amount of \$12,500 payable in cash, and
- C. the fees (“Fees”) for (i) any contractors hired by Company who are fully dedicated to the Client’s work, and (ii) additional fees as set forth in the following table for the Services provided under this SOW. The Client will pay 75% of the Fees in cash, and 25% of the Fees in units consisting of (i) one common share of HeyBryan and (ii) one warrant to purchase a common share of HeyBryan. The price of each unit under this paragraph 3C shall be the price equal to HeyBryan’s most recent private placement.

<i>No.</i>	<i>Position</i>	<i>Hourly Rate billed to Client</i>
<i>Technology Development</i>		
1.	<i>CTO</i>	Vaclav Vincalek @ \$10,000/month
2.	<i>Q&A</i>	Blended rate is calculated as follows <ul style="list-style-type: none"> • \$125/hour • Based on 8 hour day: \$1,000/day • For any resources utilized for more than 19 days in any given month the discounted rate will be applied: \$18,750/month
3.	<i>Project Manager</i>	Blended rate is calculated as follows <ul style="list-style-type: none"> • \$125/hour • Based on 8 hour day: \$1,000/day • For any resources utilized for more than 19 days in any given month the discounted rate will be applied: \$18,750/month
4.	<i>Android Developer</i>	Blended rate is calculated as follows <ul style="list-style-type: none"> • \$125/hour • Based on 8 hour day: \$1,000/day • For any resources utilized for more than 19 days in any given month the discounted rate will be applied: \$18,750/month
<i>Operations</i>		
1.	<i>Strategic Support and Research</i>	Between \$45-\$80 per hour, depending on seniority
2.	<i>Executive Management</i>	Between \$100-\$200 per hour, depending on seniority

	<i>Services</i>	
<i>Creative</i>		
1.	<i>Senior Art Director</i>	\$65 per hour
2.	<i>Copywriting</i>	\$35 per hour
<i>Finance</i>		
1.	<i>Bookkeeping</i>	\$43 per hour

4. PAYMENT TERMS

The Fees under this SOW, plus applicable taxes, will be payable by the Company in the manner, at the times and according to the terms contemplated in the Agreement:

<p>SOW PAYMENT TERMS <i>(If different than standard payment terms set out in the Agreement)</i></p>
<p>Invoiced monthly by Company and payable immediately upon receipt by Client</p>

5. ADDITIONAL LICENSE RESTRICTIONS

During the term of this SOW, the Client License will be subject to the following additional restrictions, if any:

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6. TERMINATION

The term of this SOW will commence on the SOW Effective Date and will expire on the earlier of: (a) 14 days' written notice from the Company; (b) immediately upon mutual consent by the parties in writing; (c) February 28, 2019, or (d) the expiry or earlier termination of the Agreement pursuant to the terms and conditions therein.

[SIGNATURE PAGE FOLLOWS]

STATEMENT OF WORK
SIGNATURE PAGE

This SOW is entered into by and between the Company and the Client as of the SOW Effective Date. By signing this SOW, the parties hereby agree to be bound by the terms and conditions of this SOW.

SOW PROJECT #:	
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THRIVE ACTIVATIONS INC.

FASTTASK INC.

Per: "Penny Green"
Authorized Signatory

Name: Penny
Title: CEO

Per: "Lance Montgomery"
Authorized Signatory

Name: Lance Montgomery
Title: CEO