

FASTTASK TECHNOLOGIES INC.

as Purchaser

and

EACH OF THE VENDORS IDENTIFIED IN SCHEDULE A HERETO

collectively, as Vendors

SHARE PURCHASE AGREEMENT

August 27, 2018

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SHARE PURCHASE AGREEMENT

Share Purchase Agreement dated August 27, 2018 between the HeyBryan Vendors (as hereinafter defined), the FT Vendors (as hereinafter defined, and with the HeyBryan Vendors, the "**Vendors**") and FastTask Technologies Inc. (the "**Purchaser**").

WHEREAS

- A. HeyBryan Inc. ("**HeyBryan**") is in the business of matching prospective customers with qualifying home services professionals (the "**HeyBryan Business**"), utilizing an application owned and licenced to it by Fasttask Inc. ("**FT**").
- B. The Purchaser wishes to acquire from the Vendors all of the issued and outstanding shares of HeyBryan and FT, and following such acquisition, to operate the HeyBryan Business.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual agreements contained herein and other good and valuable consideration, the receipt of which is acknowledged by each of the Parties, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the capitalized terms listed below shall have the corresponding meanings.

"**Accounts Receivable**" means all accounts receivable, notes receivable and other debts due or accruing due to either Purchased Corporation.

"**affiliate**" of a Person means any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, where "control" means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this share purchase agreement.

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"**Assets**" means all property and assets of each Purchased Corporation of every nature and kind and wheresoever situate.

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or other authorization of any Governmental Entity having jurisdiction over the Person.

"Books and Records" means all information in any form relating to the Business, including books of account, financial, tax, business, marketing, personnel and research information and records, equipment logs, operating guides and manuals and all other documents, files, correspondence and other information.

"BPI" means Baeumler Productions Inc.

"Business" means, as the context requires, the HeyBryan Business or the FT Business.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which major Canadian chartered banks are closed for business in Vancouver, British Columbia or Toronto, Ontario.

"Closing" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"Closing Date" means (a) the date that is 3 Business Days following the satisfaction of all conditions to Closing set forth in Article 6 (other than those conditions which are to be satisfied concurrently with the Closing) or (b) such other date after September 7, 2018 as the Parties may agree; provided that in any event the Closing Date shall not occur after the Outside Date.

"Common Shares" means common shares in the share capital of the Purchaser.

"Conditional Purchase Price Agreement" means the conditional purchase price agreement to be entered into by the Purchaser and the HeyBryan Vendors in a form satisfactory to the Purchaser and the Vendors' Representative, acting reasonably, providing that if the Common Shares are not listed on the CSE or another Canadian stock exchange prior to the date that is six months from the later of: (i) the Closing Date; and (ii) the date that is six months after the Purchaser's receipt of the Purchased Corporations Financial Statements, the Purchase Price payable to the HeyBryan Vendors shall be adjusted such that an additional aggregate of \$200,000 in cash and 1,600,000 Consideration Units will be issued to the HeyBryan Vendors on a pro rata basis.

"Confidential Information" has the meaning outlined in Section 9.2.

"Consideration Units" means units of the Purchaser issued at a deemed price of \$0.50 per unit, each unit consisting of one Common Share of the Purchaser and one share purchase warrant, with each whole warrant entitling the holder to acquire an additional Common Share at a price of \$1.00 per Common Share for a period of two years from Closing.

"Contract" means any agreement, contract, lease, licence, undertaking, engagement or commitment of any nature, whether written or oral.

"Corporate Records" has the meaning outlined in Section 3.1(h).

"**Corporation Software**" has the meaning outlined in Section 3.1(v)(ii).

"**CSE**" means the Canadian Securities Exchange.

"**Damages**" means any losses, liabilities, damages or expenses (including legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

"**Employee Plans**" means employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to any current or former employees, officers or directors of any of the Purchased Corporations.

"**Endorsement Agreement**" has the meaning outlined in Section 3.3(d)

"**FT Business**" means the business of developing and licencing the application used by HeyBryan in connection with the HeyBryan Business.

"**FT Shares**" means an aggregate of 9,000,000 common shares in the share capital of FT, being all of the issued and outstanding common shares of FT. owned by the FT Vendors in the amounts indicated in Schedule A.

"**FT Vendors**" means Fraser Hartley, Lance Montgomery, Nevin Petersen and Dave Whitney, the owners of the FT Shares.

"**Governmental Entity**" means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**HeyBryan Business**" has the meaning defined in Recital A.

"**HeyBryan Shares**" means an aggregate of 10,000,000 common shares in the share capital of HeyBryan, being all of the issued and outstanding common shares of HeyBryan, owned by the HeyBryan Vendors in the amounts indicated in Schedule A

"**HeyBryan Vendors**" means BPI, Fraser Hartley, Lance Montgomery, Nevin Petersen, Dylan Petley, Sam Richardson and Dave Whitney, the owners of the HeyBryan common shares.

"**IFRS**" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board, at the relevant time, applied on a consistent basis.

"**Indebtedness**" means any liability for borrowed money

"**Intellectual Property**" means domestic and foreign: (i) patents, provisional patent applications, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) trade names, business names, corporate names, domain name registrations, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (v) any other intellectual property and industrial property.

"**Interim Notice**" has the meaning specified in Section 5.6(1).

"**Interim Period**" means the period between the close of business on the date of this Agreement and the Closing.

"**Laws**" means any principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, standards, policies, guidelines, notices and protocols of any Governmental Entity.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation.

"**Material Adverse Change**" means any event, change, development or occurrence that, individually or together with any other event, change, development, or occurrence, is or would reasonably be expected to be materially adverse to the business, condition (financial or otherwise), assets, results of operations of the Purchased Corporations; provided, however, that none of the following shall be deemed to constitute or be taken into account in determining whether there has been a Material Adverse Change: (i) any acts of war, terrorism or armed hostilities, (ii) any changes in Law or IFRS after the date hereof, or (iii) any changes affecting the Canadian or global economy or the technology or housing industry generally, except, in the case of the foregoing clauses (i), (ii) and (iii), to the extent any of the matters referred to therein has had or would reasonably be expected to have a

disproportionate adverse effect on the assets, business, condition (financial or otherwise), liabilities, results of operations of the Business relative to other technology or housing industry companies.

"Material Contracts" has the meaning specified in Section 3.1(q).

"Notice" has the meaning specified in Section 10.2.

"Ordinary Course" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person and is not materially adverse to such Person.

"Outside Date" means (a) November 15, 2018; or (b) such earlier or later date as the Vendors' Representative and the Purchaser may agree in writing.

"Parties" means the Vendors, and the Purchaser and any other Person who may become a party to this Agreement.

"Person" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"Publicly Available Software" means (a) any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as "free software" or "open source software" (e.g. Linux), or pursuant to "open source," "copyleft" or similar licensing and distribution models; and (b) any Software that requires as a condition of use, modification, and/or distribution of such Software that such Software or other Software incorporated into, derived from, or distributed with such Software (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no or minimal charge.

"Purchase Price" has the meaning specified in Section 2.3.

"Purchased Corporations" means FT and HeyBryan.

"Purchased Corporations Management Financial Statements" means, in the case of FT, the unaudited management prepared financial statements as of December 31, 2017 and, in the case of HeyBryan, the unaudited management prepared interim financial statements as of June 30, 2018.

"Purchased Corporations Financial Statements" means, in the case of FT, the audited financial statements as of December 31, 2017 and, in the case of HeyBryan, the unaudited reviewed interim financial statements as of June 30, 2018.

"Purchased FT Shares" has the meaning specified in Section 2.1.

"**Purchased HeyBryan Shares**" has the meaning specified in Section 2.1.

"**Purchased Shares**" means the Purchased FT Shares or the Purchased HeyBryan Shares, as the context requires.

"**Purchaser**" means FastTask Technologies Inc.

"**Purchaser Financial Statements**" means the unaudited financial statements of the Purchaser as of December 31, 2017.

"**Purchaser Financing**" means the sale by the Purchaser of common shares of the Purchaser by way of private placement to raise minimum aggregate gross proceeds of \$2,000,000, comprised of:

- (a) a private placement in which the Purchaser raised gross proceeds of \$1,200,000 prior to the date of this Agreement by issuing 12,000,000 units at \$0.10 per unit consisting of 12,000,000 Common Shares and 12,000,000 share purchase warrants;
- (b) a further private placement to close prior to or concurrently with the Closing to raise proceeds of between \$50,000 and \$1,000,000 by the sale of units of the Purchaser at a price of \$0.25 per unit, each unit comprised of one Common Share and a share purchase warrant exercisable for one additional Common Share at a price of no less than \$0.50;
- (c) a further private placement to close prior to or concurrently with the Closing to raise proceeds of between \$50,000 and \$1,000,000 by the sale of units of the Purchaser at a price of \$0.50 per unit, each unit comprised of one Common Share and a share purchase warrant exercisable for one additional Common Share at a price of no less than \$1.00 per Common Share.

from which aggregate gross proceeds finders' fees of up to 10% are payable by the Purchaser.

"**Purchaser's Disclosure Letter**" means the Purchaser's Disclosure Letter dated the date of this Agreement and delivered by the Purchaser to the Vendors with this Agreement.

"**Software**" means computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

"**Third Party Licenses**" has the meaning described in Section 3.1(u)(iii).

"**Vendors**" means, collectively, the FT Vendors and the HeyBryan Vendors, and a "**Vendor**" means any one of them.

"**Vendors' Disclosure Letter**" means the Vendors' Disclosure Letter dated the date of this Agreement and delivered by the Vendors to the Purchaser with this Agreement.

"**Vendors' Representative**" means Dave Whitney and Bryan Baeumler (or his nominee)

Section 1.2 References and Usage.

Unless expressly stated otherwise, in this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) "or" is used in the inclusive sense of "and/or";
- (c) "any" means "any and all";
- (d) the words "including", "includes" and "include" mean "including (or includes or include) without limitation";
- (e) \$ or dollars refers to the Canadian currency unless otherwise specifically indicated;
- (f) a Person includes its heirs, administrators, executors, legal representatives, predecessors, successors and permitted assigns;
- (g) the term "**notice**" refers to oral or written notices except as otherwise specified;
- (h) the term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and all schedules to it, except as otherwise provided in this Agreement; and
- (i) whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be required to be made or such action will be required to be taken on or not later than the next succeeding Business Day and in the computation of periods of time, unless otherwise stated, the word "from" means "from and excluding" and the words "to" and "until" each mean "to and including".

Section 1.3 Headings, etc.

The use of headings (e.g. Article, Section, etc.) in this Agreement is reference only and is not to affect the interpretation of this Agreement. References in the Agreement to Article, Section etc., unless otherwise specified, shall mean the applicable Article, Section, etc. of this Agreement.

Section 1.4 Knowledge.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Vendors, it will be deemed to refer to the knowledge of David Whitney after due and diligent inquiry.

Section 1.5 Schedules, Vendors' Disclosure Letter and Purchaser's Disclosure Letter

The schedules attached to this Agreement, the Vendors' Disclosure Letter and the Purchaser's Disclosure Letter form an integral part of this Agreement for all purposes of it. Each of the Vendors' Disclosure Letter and the Purchaser's Disclosure Letter themselves and all information contained therein is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to applicable Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes or (ii) a Party needs to disclose it in order to enforce or exercise its rights under this Agreement or to a lender or financier or purchaser of assets.

Section 1.6 Vendors' Representative

Any communication by the Vendors' Representative to the Purchaser shall be made in writing signed by both Dave Whitney and Bryan Baeumler (or his nominee), and the Purchaser shall be entitled to rely on the same without independent inquiry.

ARTICLE 2 PURCHASED SHARES AND PURCHASE PRICE

Section 2.1 Purchase and Sale.

Subject to the terms and conditions of this Agreement, each Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from each Vendor on the Closing Date, all (but not less than all) of the issued and outstanding shares of the Corporation held by such Vendor as more particularly set out in Schedule A (collectively, the "**Purchased Shares**"), which represents all of the issued and outstanding shares in the capital of FT and HeyBryan.

Section 2.2 Date, Time and Place of Closing.

Closing will take place at the offices of the Purchaser at 200 - 1238 Homer St. Vancouver, British Columbia at 10:00 a.m. (Vancouver time) on the Closing Date or at such other place and at such other time as may be agreed upon in writing between the Vendors' Representative and the Purchaser.

Section 2.3 Purchase Price.

The total aggregate consideration payable by the Purchaser to the Vendors for the Purchased Shares (the "**Purchase Price**") is as follows:

- (a) to the FT Vendors, 1,200,000 Consideration Units; and

- (b) to the HeyBryan Vendors, \$1,000,000 in cash and 8,000,000 Consideration Units.

Schedule A sets out the particulars of the Purchased Shares and payment of the Purchase Price by the Purchaser to the Vendors.

Section 2.4 Payment of the Purchase Price.

At the Closing, the Purchase Price will be paid and satisfied by the Purchaser paying the Purchase Price as follows: in the case of the cash component of the Purchase Price, such payment will be made by wire transfer of immediately available funds to each Vendor or certified cheque or bank draft made payable to each Vendor and delivered to Dave Whitney in respect of all of the Vendors other than BPI, and to Bryan Baeumler in the case of BPI, and in the case of the Consideration Units, certificates representing the Common Shares and share purchase warrants comprising the Consideration Units will be delivered to Dave Whitney in respect of all of the Vendors other than BPI, and to Bryan Baeumler in the case of BPI, registered in the names and in the amounts specified in Schedule A.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Section 3.1 Representations and Warranties Regarding the Purchased Corporations.

Each Vendor (other than BPI) represents and warrants as follows to the Purchaser and acknowledges and agrees that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Shares. The representations and warranties of the FT Vendors respecting the Purchased Corporations are limited to FT, and the representations and warranties of the HeyBryan Vendors (other than BPI) respecting the Purchased Corporations are limited to HeyBryan.

Corporate Matters

- (a) **Incorporation and Qualification.** Each Purchased Corporation is a corporation incorporated and existing under the laws of its formation and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party. Each Purchased Corporation is qualified, licensed or registered to carry on business in the jurisdictions in which it conducts business, except where the failure to be so qualified, licensed or registered would fail to have a Material Adverse Change.
- (b) **No Conflict.** The performance and consummation of any transaction contemplated by the Agreement and each of the Ancillary Agreements:

- (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of either Purchased Corporation's constating documents or by-laws;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any Contracts, or instruments to which it or either Purchased Corporation is a party or pursuant to which either Purchased Corporation's assets or property may be affected;
 - (iii) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by either Purchased Corporation or the operation of the Business; and
 - (iv) do not and will not result in the violation of any Law.
- (c) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement.
- (d) **Required Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any Contract to which either Purchased Corporation is a party to any of the transactions contemplated by this Agreement.
- (e) **Authorized and Issued Capital.** Each of the Purchased Corporations is authorized to issue an unlimited number of common shares without par value. Schedule A sets out the issued and outstanding share capital of each Purchased Corporation as of the date hereof, all of which (and no more) (i) have been duly issued and are outstanding as fully paid and non-assessable, and (ii) at the Closing Date, the securities set out in Schedule A (and no more) will be duly issued and will be outstanding as fully paid and non-assessable and have been issued in compliance with all applicable Laws.
- (f) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no Person has any Contract, option or warrant or any right or privilege capable of becoming such for the purchase, subscription, allotment or issuance of any of the unissued securities of either Purchased Corporation.
- (g) **Dividends and Distributions.** Neither Purchased Corporation has, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has, directly or indirectly,

redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

- (h) **Corporate Records.** The corporate records of the Purchased Corporations, including all constating documents and by-laws, minute books, registers, share certificate books and all other similar documents and records ("**Corporate Records**") are complete and accurate and all corporate proceedings and actions (including all meetings, passing of resolutions, transfers, elections and appointments) are reflected in the Corporate Records and have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of such Purchased Corporation in all material respects. No Purchased Corporation has ever been subject to, or affected by, any unanimous shareholders agreement.

General Matters Relating to the Business

- (i) **Conduct of Business in Ordinary Course.** Since incorporation, no Purchased Corporation has done any of the following, except as set forth in Section 3.1(i) of the Vendors' Disclosure Letter:
 - (i) sold, transferred or otherwise disposed of or diminished the value of any assets used in the Business;
 - (ii) either made any capital expenditure or commitment to do so which individually or in the aggregate exceeded \$20,000;
 - (iii) discharged any obligation or liability (whether accrued, absolute, contingent or otherwise) which individually or in the aggregate exceeded \$10,000;
 - (iv) increased its Indebtedness or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person;
 - (v) made any bonus or profit sharing distribution or similar payment of any kind or declared or paid any dividends;
 - (vi) terminated any officer or other senior employee;
 - (vii) entered into any Contract with any Person with whom it does not deal at arm's-length within the meaning of Tax Act in respect of which any property was disposed of or acquired for consideration that is less than the prevailing fair market value of such property;
 - (viii) written off as uncollectible any Accounts Receivable which individually or in the aggregate is material to the applicable Purchased Corporation or is in excess of \$10,000;

- (ix) cancelled or waived any material claims or rights;
 - (x) compromised or settled any litigation, proceeding or other governmental action relating to the Assets, the Business or either Purchased Corporation;
 - (xi) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.
- (j) **No Material Adverse Change.** Since August 1, 2018, no Material Adverse Change has occurred.
- (k) **Compliance with Laws.** Each Purchased Corporation is conducting and has always conducted the Business and any past business in compliance with all applicable Laws, other than acts of non-compliance which, individually or in the aggregate, are not material.
- (l) **Authorizations.** The Purchased Corporations owns, holds, possesses or lawfully uses in the operation of the Business, all Authorizations which are necessary for it to conduct the Business or for the ownership and use of the Assets in compliance with all applicable Laws. Each Authorization is valid, subsisting and in good standing, no Purchased Corporation is in default or breach of any Authorization and, no proceeding is pending or, to the knowledge of the Vendors, threatened to revoke or limit any Authorization. All Authorizations are renewable by their terms or in the ordinary course of business.

Matters Relating to the Assets

- (m) **Sufficiency of Assets.** The Business is the only business operation carried on by the Purchased Corporations. The Assets include all rights and property necessary to enable the Purchased Corporations to conduct the Business after the Closing substantially in the same manner as it was conducted prior to the Closing.
- (n) **Title to the Assets.** Each Purchased Corporation owns (with good title) all of assets that it purports to own including all the properties and assets reflected as being owned by such Purchased Corporation in its financial Books and Records and does not own any other property or assets. Each Purchased Corporation has legal and beneficial ownership of its Assets free and clear of all Liens. No other Person owns any property or assets which are being used in the Business except for Intellectual Property licensed to one or more of the Purchased Corporations and disclosed in Section 3.1(u) of the Vendors' Disclosure Letter.
- (o) **No Options, etc. to Purchase Assets.** No Person has any Contract, option, understanding, or any right or privilege capable of becoming such for the

purchase or other acquisition from either Purchased Corporation of any of the Assets.

- (p) **Owned Property, Leases.** None of the Purchased Corporations owns or has ever owned any real property or leases any properties.
- (q) **Material Contracts.** Except for the Contracts described in Section 3.1(q) of the Vendors' Disclosure Letter (collectively, the "**Material Contracts**"), no Purchased Corporation is a party to or bound by:
 - (i) any continuing Contract involving the performance of services, delivery of goods or materials, or payments to the Purchased Corporations of an amount or value in excess of \$10,000;
 - (ii) any Contract that expires or may be renewed at the option of any Person other than the applicable Purchased Corporation so as to expire more than one year after the date of this Agreement;
 - (iii) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or Indebtedness of any other Person;
 - (iv) any Contract in respect of the Intellectual Property or Software owned by, licensed to or used by either Purchased Corporation;
 - (v) any confidentiality, secrecy, non-disclosure or exclusivity Contract or any Contract limiting the freedom of either Purchased Corporation to engage in any line of business, set the material terms of its Contracts, compete with any other Person, solicit any Persons for any purpose or otherwise to conduct its business;
 - (vi) any distributor, sales, advertising, agency or manufacturer's representative Contract;
 - (vii) any Contract made out of the Ordinary Course; or
 - (viii) any Contract that is material to the Business.
- (r) **No Breach of Material Contracts.** Each Purchased Corporation has performed, and has all the requisite assets to perform, all of the obligations required to be performed by it and is entitled to all benefits under the Material Contracts to which it is a party. No Purchased Corporation is alleged to be in default of any Material Contract to which it is a party. Each of the Material Contracts is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the transactions contemplated herein) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would

become a default or event of default of either Purchased Corporation or its counterparty under any Material Contract. True, correct and complete copies of all Material Contracts have been delivered to the Purchaser.

- (s) **No Breach of Other Contracts.** With respect to Contracts to which either Purchased Corporation is a party that are not Material Contracts, no Purchased Corporation or its counterparty has violated or breached, in any respect, any of the terms or conditions of any such Contract, and to the knowledge of the Vendors, and all the covenants to be performed by the parties to such Contracts have been fully performed, in all material respects.
- (t) **Accounts Receivable.** All accounts receivables of the Purchased Corporations are bona fide.
- (u) **Intellectual Property.**
 - (i) Section 3.1(u) of the Vendors' Disclosure Letter sets out all (i) patents, provisional patent applications, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) common law trademarks, trademark registrations and applications, business names, corporate names, trade names and logos; (iii) copyrights, copyright registrations and applications, and (iv) domain name registrations, website names and world wide web addresses, in each case that are owned by the Purchased Corporation so indicated. With respect to each such item listed in Section 3.1(u) of the Vendors' Disclosure Letter, except as set out therein (i) the applicable Purchased Corporation is the sole owner and possesses all right, title and interest in and to the item, free and clear of all Liens, and (ii) no action, suit, proceeding, arbitration, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of the Vendors, is threatened, that challenges the legality, validity, enforceability, registration, use or ownership of the item. Except as set out in Section 3.1(u) of the Vendors' Disclosure Letter, each such registration, filing, issuance and/or application (i) has not been abandoned, cancelled or otherwise compromised, (ii) has been maintained effective by all requisite filings, renewals and payments, and (iii) remains in full force and effect. Section 3.1(u) of the Vendors' Disclosure Letter sets out a list of all jurisdictions in which such Intellectual Property is registered or registrations have been applied for and all registration and application numbers.
 - (ii) Except as set out in Section 3.1(u) of the Vendors' Disclosure Letter, (i) no Purchased Corporation is infringing upon, misappropriating or otherwise violating any copyrights or trade secrets of any Person, (ii) no Purchased Corporation is infringing upon, misappropriating or otherwise violating any Intellectual Property (other than copyrights and trade secrets) of any Person, (iii) no Purchased Corporation has received from any Person in the past twelve months any written

notice, charge, complaint, claim or other written assertion alleging any such infringement, misappropriation, or other violation by either Purchased Corporation of the Intellectual Property of any Person. To the knowledge of the Vendors, no Person is infringing, misappropriating, or otherwise violating the Intellectual Property of either Purchased Corporation in any manner that would reasonably be expected to have a Material Adverse Change.

- (iii) Section 3.1(u) of the Vendors' Disclosure Letter sets out all material Intellectual Property of third parties used by the Purchased Corporations in the Business. Except as set forth in Section 3.1(u) of the Vendors' Disclosure Letter, each Purchased Corporation uses the Intellectual Property of third parties only pursuant to valid, effective written license agreements (collectively, the "**Third Party Licenses**") and no Purchased Corporation has exercised any rights, including without limitation any use, reproduction, distribution or derivative work rights, outside the scope of any Third Party Licenses.
- (iv) Except as set forth in Section 3.1(u) of the Vendors' Disclosure Letter, the Intellectual Property listed therein, together with the Third Party Licenses, constitutes all material Intellectual Property currently used by the Purchased Corporations in the Business.
- (v) Except as set forth in Section 3.1(u) of the Vendors' Disclosure Letter, each Purchased Corporation has taken commercially reasonable actions to protect, preserve and maintain its Intellectual Property and to maintain the confidentiality and secrecy of and restrict the improper use of confidential information, trade secrets and proprietary information under applicable Law, including, such reasonable actions as requiring employees and consultants to enter into non-disclosure, intellectual property assignment agreements and waivers to any non-assignable rights (including moral rights), in each case to the extent that such employees or consultants have created, worked on or have developed any part of the Intellectual Property. Except as set forth in Section 3.1(u) of the Vendors' Disclosure Letter, to the knowledge of the Vendors, there has been no unauthorized disclosure of any trade secrets or proprietary information of either Purchased Corporation.
- (vi) Except as set forth in Section 3.1(u) of the Vendors' Disclosure Letter, following the Closing, no Vendor or any affiliate of any Vendor will retain or use any of the Intellectual Property owned by, licensed to or used by either Purchased Corporation in connection with the Business.

(v) **Software and Technology.**

- (i) To the knowledge of Vendors, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change, the computer and data processing systems, facilities and services used by either Purchased Corporation are substantially free of any material defects, bugs and errors, and do not contain any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials wherein any trade secrets, or proprietary information of either Purchased Corporation has been disclosed to a third party ("**Self-Help Code or Unauthorized Code**").
- (ii) Section 3.1(v) of the Vendors' Disclosure Letter sets forth a list of all Software owned by a Purchased Corporation and used by either Purchased Corporation in the Business ("**Corporation Software**") and all third-party Software contained or embedded in the Corporation Software and a list of all material third-party Software used in the Business. Except as set out in Section 3.1(v) of the Vendors' Disclosure Letter, none of the Corporation Software incorporates or is comprised of or distributed with any Publicly Available Software in a manner which (i) requires the distribution of source code in connection with the distribution of such software in object code form; (ii) materially limits either Purchased Corporation's freedom to seek full compensation in connection with marketing, licensing, and distributing such applications; or (iii) allows a user to have the right to decompile, disassemble or otherwise reverse engineer the software by its terms and not by operation of applicable Law. Except as set forth in Section 3.1(v) of the Vendors' Disclosure Letter, at least one of the Purchased Corporations is in actual possession and control of the applicable source code, object code, code writes, notes, documentation, programmers' notes, source code annotations, user manuals and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of each item of material Corporation Software, subject to any licenses granted to third parties therein. Except as set forth in Section 3.1(v) of the Vendors' Disclosure Letter, to the knowledge of the Vendors, the Corporation Software does not contain any Self-Help Code or Unauthorized Code.

Financial Matters

- (w) **Books and Records.** All accounting and financial Books and Records of the Purchased Corporations have been fully, properly and accurately kept and completed in all material respects. Such Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any

electronic, mechanical or photographic process, whether computerized or not) which will not be available in the Ordinary Course.

- (x) **Purchased Corporations Financial Statements.** The Purchased Corporations Management Financial Statements have been prepared in accordance with IFRS and each presents fairly:
 - (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of the Purchased Corporations as at the respective dates of the relevant statements; and
 - (ii) the sales and earnings of the Purchased Corporations during the periods covered by the Purchased Corporations Management Financial Statements.

True, correct and complete copies of the Purchased Corporations Management Financial Statements are attached as Section 3.1(x) of the Vendors' Disclosure Letter.

- (y) **No Liabilities.** No Purchased Corporation has any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent or otherwise) other than (i) liabilities or obligations to the extent shown on the Purchased Corporations Management Financial Statements; (ii) current liabilities incurred in the Ordinary Course of Business since the date of June 30, 2018; and (iii) as disclosed in Section 3.1(y) of the Vendors' Disclosure Letter.

Particular Matters Relating to the Business

- (z) **Subsidiaries.** Neither Purchased Corporation has any subsidiaries.
- (aa) **Employee Plans.** Neither Purchased Corporation has any Employee Plans, except as described in Section 3.1 (aa) of the Vendors' Disclosure Letter.
- (bb) **Litigation.** Except as described in Section 3.1(bb) of the Vendors' Disclosure Letter, there are no actions, suits, proceedings, grievance, arbitration, investigation, audit, or other alternative dispute resolution process involving either Purchased Corporation, pending, or, to the knowledge of the Vendors, threatened, against either Purchased Corporation. To the knowledge of the Vendors, there is no valid basis for any action, suit, proceeding, grievance, arbitration, investigation, audit, or other alternative dispute resolution process involving either Purchased Corporation. No Purchased Corporation is subject to any judgment, order or decree entered in any lawsuit or proceeding nor has either Purchased Corporation settled any claim prior to being prosecuted in respect of it.
- (cc) **Full Disclosure.** Neither this Agreement nor any Ancillary Agreement (i) contains any untrue statement of a material fact in respect of the affairs,

operations or condition of the Corporation, the Assets, the Business or the transactions contemplated herein, or (ii), omits any statement of a material fact necessary in order to make the statements in respect of, the affairs, operations or condition of either Purchased Corporation, the Assets, the Business or the transactions contemplated by the Agreement contained herein or therein not misleading.

Section 3.2 Representations and Warranties Regarding the Vendors.

Each Vendor, severally (and not jointly and severally), as to itself only, represents and warrants to the Purchaser and acknowledges and confirms that the Purchaser is relying upon the representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

- (a) **Required Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any Lease or any Contract to which the Vendor is a party to any of the transactions contemplated by this Agreement.
- (b) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which it is a party has been duly executed and delivered by such Vendor, and constitutes a legal, valid and binding obligation of such Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (c) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no Person has any Contract, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual granted by such Vendor) capable of becoming such for the purchase or acquisition from such Vendor of any Purchased Shares of such Vendor;
- (d) **Title to Purchased Shares.** Such Vendor owns that number of the Purchased Shares set out opposite its name on Schedule A. The Vendor owns such Purchased Shares as the registered and beneficial owner with a good title, free and clear of all Liens other than those restrictions on transfer, if any, contained in the articles of the Corporation. Upon completion of the transaction contemplated by this Agreement, such Vendor will have transferred to the Purchaser good and valid title to such Purchased Shares, free and clear of all Liens other than (i) those restrictions on transfer, if any, contained in the articles of the Corporation, and (ii) Liens granted by the Purchaser.
- (e) **Residence.** Such Vendor is not a non-resident of Canada within the meaning of the Tax Act.

- (f) **No Brokers.** Except as described in Section 3.2(f) of the Vendors' Disclosure Letter, no Vendor nor any of its representatives has incurred any liability or obligation to any broker, agent, investment bank or other intermediary for any fee, commission or other similar payment in connection with the transactions contemplated by this Agreement.

Section 3.3 Representations and Warranties Regarding BPI.

BPI represents and warrants to the Purchaser and acknowledges and confirms that the Purchaser is relying upon the representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

- (a) **Incorporation and Qualification.** BPI is incorporated and existing under the laws of the jurisdiction of its organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party;
- (b) **Corporate Authorization.** The execution, delivery of and performance by such Vendor of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by it have been duly authorized by all necessary corporation action on the part of BPI.
- (c) **No Conflict.** The execution, delivery and performance by BPI of this Agreement and the consummation of the transaction of purchase and sale contemplated by this Agreement and each of the Ancillary Agreements to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of BPI's constating documents or by-laws;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any Contracts to which BPI is a party or pursuant to which any of its assets or property may be affected;
 - (iii) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by BPI in connection with the ownership of the Purchased Shares or the operation of the Business and
 - (iv) do not and will not result in the violation of any Law.

- (d) **Endorsement Agreement.** Each of HeyBryan and BPI has performed, and has all the requisite assets to perform, all of the obligations required to be performed by it and is entitled to all benefits under the Endorsement and License Agreement dated June 1, 2018 among HeyBryan, BPI and Bryan Baeumler (the “**Endorsement Agreement**”). Neither HeyBryan nor BPI is alleged to be in default of the Endorsement Agreement. The Endorsement Agreement is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the transactions contemplated herein) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default of HeyBryan, BPI or their counterparties under the Endorsement Agreement. The Endorsement Agreement has been duly executed and delivered by each of HeyBryan and BPI and it constitutes a legal, valid and binding agreement of each of HeyBryan and BPI, enforceable against such party in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction. A true, correct and complete copy of the Endorsement Agreement has been delivered to the Purchaser.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendors and acknowledges and agrees that each Vendor is relying on such representations and warranties in connection with the sale of the Purchased Shares:

- (a) **Incorporation and Corporate Power.** The Purchaser is an entity that is duly formed and validly existing under the laws of the jurisdiction of its organization. The Purchaser has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
- (b) **Corporate Authorization.** The execution and delivery of and performance by the Purchaser of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) **No Conflict.** The execution and delivery of and performance by the Purchaser of this Agreement and each of the Ancillary Agreements to which it is a party:

- (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any Contracts or instruments to which it is a party; and
 - (iii) do not and will not result in the violation of any Law.
- (d) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Purchaser is a party have been duly executed and delivered by the Purchaser and constitute legal, valid and binding agreements of the Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (e) **The Consideration Units.** Upon issuance to the Vendors in accordance with this Agreement, the Common Shares comprising the Consideration Units will be issued as fully paid and non-assessable common shares of the Purchaser, the share purchase warrants comprising the Consideration Units will be created and issued to the Vendors and exercisable in accordance with their terms, and upon the exercise of such share purchase warrants in accordance with their terms, the Common Shares issuable upon their due exercise shall be issued as fully paid and non-assessable common shares of the Purchaser.
- (f) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement.
- (g) **Required Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any Contract to which the Purchaser is a party to any of the transactions contemplated by this Agreement.
- (h) **Authorized and Issued Capital.** The Purchaser is authorized to issue an unlimited number of common shares without par value. Schedule B sets out the issued and outstanding share capital of the Purchaser as of the date hereof, all of which (and no more) (i) have been duly issued and are outstanding as fully paid and non-assessable, and (ii) at the Closing Date, the

securities set out in Schedule B (and any additional securities issued in connection with the Purchaser Financing in respect of which the Purchaser will update Schedule B as of the Closing) will be duly issued and will be outstanding as fully paid and non-assessable and have been issued in compliance with all applicable Laws. As of the date hereof and at all times up to and including the closing, the Purchaser will be controlled directly or indirectly by Penny Green.

- (i) **Dividends and Distributions.** The Purchaser has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.
- (j) **Corporate Records.** The Corporate Records of the Purchaser are complete and accurate and all corporate proceedings and actions (including all meetings, passing of resolutions, transfers, elections and appointments) are reflected in the Corporate Records and have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of such Purchased Corporation in all material respects. The Purchaser has never been subject to, or affected by, any unanimous shareholders agreement.
- (k) **Books and Records.** All accounting and financial Books and Records of the Purchaser have been fully, properly and accurately kept and completed in all material respects. Such Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available in the Ordinary Course.
- (l) **Purchaser Financial Statements.** The Purchaser Financial Statements have been prepared in accordance with IFRS and present fairly:
 - (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of the Purchaser as at the date of the Purchaser Financial Statements; and
 - (ii) the sales and earnings of the Purchaser during the periods covered by the Purchaser Financial Statements.

True, correct and complete copies of the Purchaser Financial Statements are attached as Section 4.1(l) of the Purchaser's Disclosure Letter.

- (m) **No Liabilities.** The Purchase has no liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent or otherwise) other than (i) liabilities or obligations to the extent shown on the Purchaser Financial Statements and (ii) current liabilities incurred in the Ordinary Course of Business since the date of June 30, 2018;

- (n) **Compliance with Laws.** The Purchaser is conducting and has always conducted its current business and any past business in compliance with all applicable Laws, other than acts of non-compliance which, individually or in the aggregate, are not material. The Purchaser Financing will be completed by the Purchaser in compliance with all applicable Laws and the Purchaser will provide to the Vendors copies of all exempt distribution reports and other documents filed or required to be filed with any Governmental Entity in connection with the Purchaser Financing up to and including the Closing.
- (o) **No Other Business.** The Purchaser does not carry on any business and has no assets, liabilities or Indebtedness except with respect to (a) this Agreement and (b) the transactions contemplated by this Agreement.
- (p) **No Brokers.** Neither the Purchaser nor any of its representatives has incurred any liability or obligation to any broker, agent, investment bank or other intermediary for any fee, commission or other similar payment in connection with the transactions contemplated by this Agreement.

ARTICLE 5 PRE-CLOSING COVENANTS OF THE PARTIES

Section 5.1 Conduct of Business Prior to Closing.

- (1) During the Interim Period, the Vendors shall cause each Purchased Corporation to conduct the Business in the Ordinary Course such that the representation and warranty set out in Section 3.1(i) (Conduct of Business in the Ordinary Course) is true, correct and complete at all times and that on the Closing Date such representation and warranty will be true, correct and complete as if it were made on and as of such date, subject to any exceptions expressly consented to by the Purchaser in writing.
- (2) Subject to Section 5.1(1), the Vendors shall use their commercially reasonable efforts (i) to not cause or permit to exist a breach of any representations and warranties of the Vendors contained in this Agreement; and (ii) to cause the Business to be conducted in such a manner that on the Closing Date such representations and warranties will be true, correct and complete as if they were made on and as of such date.

Section 5.2 Access by Purchaser.

- (1) Subject to applicable Law, during the Interim Period, the Vendors shall (i) upon reasonable notice to the Vendors' Representative from the Purchaser, permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (A) the premises of either Purchased Corporation, (B) the Assets, including all Books and Records whether retained by any Vendor, either Purchased Corporation or otherwise, (C) all Contracts, and (D) the senior personnel of either Purchased Corporation, in each case, so long as the access does not unduly interfere with the ordinary conduct of the

- Business; (ii) furnish to the Purchaser or its employees, agents, counsel, accountants or other representatives, lenders, potential lenders and potential investors such financial and operating data and other information with respect to the Assets and either Purchased Corporation as the Purchaser from time to time reasonably requests; and (iii) co-operate, or cause the co-operation, with the Purchaser and its representatives in the arrangement of any financing in connection with the transactions contemplated by the Agreement, as the Purchaser may reasonably request from time to time.
- (2) No investigations made by or on behalf of the Purchaser, whether under this Section 5.2 or any other provision of this Agreement, will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made in this Agreement.

Section 5.3 Actions to Satisfy Closing Conditions.

- (1) The Vendors shall use its commercially reasonable efforts to take or cause to be taken all such actions so as to ensure compliance with all of the conditions set forth in Section 6.1.
- (2) Subject to Section 5.5, the Purchaser shall use its commercially reasonable efforts to take or cause to be taken all such actions so as to ensure compliance with all of the conditions set forth in Section 6.2.

Section 5.4 Notices and Requests for Consents.

- (1) The Vendors shall obtain or cause to be obtained prior to Closing, all consents, approvals and waivers that are required by the terms of leases and the Contracts to which either Purchased Corporation is a party in order to complete the transactions contemplated by this Agreement. Such consents, approvals and waivers will be upon such terms as are acceptable to the Purchaser, acting reasonably. The Purchaser shall, at the expense of the Vendors, reasonably co-operate in obtaining such consents, approvals and waivers.

Section 5.5 Filings and Authorizations.

- (1) Each of the Purchaser and the Vendors, as promptly as practicable after the execution of this Agreement, shall (i) make, or cause to be made, all filings and submissions under all Laws applicable to it, that are required for it to consummate the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement, (ii) use its commercially reasonable best efforts to obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate such transfer, and (iii) use its commercially reasonable best efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement.
- (2) The Parties will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 5.5 including

providing each other with advance copies and reasonable opportunity to comment on and participate in all communication with and information supplied to any Governmental Entity, and all information and communication received from any Governmental Entity. To the extent that any information or documentation to be provided by the Vendors to the Purchaser pursuant to this Section 5.6 is competitively sensitive, such information may be provided on an external counsel only basis.

Section 5.6 Notice of Untrue Representation or Warranty.

- (1) The Vendors shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Vendors' Representative, upon any representation or warranty made by it contained in this Agreement becoming untrue or incorrect during the Interim Period. Each representation and warranty will be deemed to be given at and as of all times during the Interim Period. Any such notification must set out the particulars of the untrue, incorrect or inaccurate representation or warranty and details of any actions being taken by the Vendors or the Purchaser, as the case may be, to rectify that state of affairs (the "**Interim Notice**").

Section 5.7 Exclusive Dealing.

During the Interim Period, none of the Vendors, Vendors' Representative or the Purchased Corporations shall, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, or enter into any agreement with, any Person (other than Purchaser) relating to any transaction involving the sale of any shares of any Vendor, the Purchased Corporations or any Subsidiary or the sale of the Business or any of the Assets (other than as permitted in this Agreement) or any other business combination.

**ARTICLE 6
CONDITIONS OF CLOSING**

Section 6.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Shares is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendors contained in this Agreement were true and correct as of the date of this Agreement and are true and correct in all material respects as of the Closing Date, provided that in respect of the Closing Date, to the extent any such representation and warranties of the Vendor contains any materiality qualification, such representations and warranties are accurate in all respects, with the same force and effect as if such representations and warranties had been made on and as of such date and

each Vendor shall have executed and delivered a certificate of a senior officer to that effect. Upon the delivery of such certificate, the representations and warranties of the Vendors in Article 3 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.

- (b) **Performance of Covenants.** The Vendors shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by them at or prior to the Closing, and each Vendor shall have executed and delivered a certificate of a senior officer to that effect.
- (c) **Consents and Authorizations.** All filings, notices, Authorizations, consents, approvals and waivers required in order to complete the transactions contemplated by this Agreement will have been obtained on terms acceptable to the Purchaser, acting reasonably. All Authorizations will have each been obtained on terms (including undertakings) acceptable to the Purchaser acting reasonably. All such consents, approvals, waivers, filings, notifications and Authorizations will be in force and will not have been modified or rescinded.
- (d) **Deliveries.** The Vendors shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser acting reasonably:
 - (i) share certificates representing the Purchased Shares, free and clear of all Liens, other than (i) those restrictions on transfer, if any, contained in the articles of the Corporation, and (ii) Liens granted by the Purchaser held by the Vendors duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record, together with evidence satisfactory to the Purchaser that the Purchaser or its nominee(s) have been entered upon the books of the Corporation as the holder of the Purchased Shares;
 - (ii) certified copies of (i) the charter documents and by laws of each Vendor and each Purchased Corporation, (ii) all resolutions of the shareholders and the board of directors of each Vendor and the Corporation approving the entering into and completion of the transaction contemplated by this Agreement and the Ancillary Agreements, and (iii) a list of the directors and officers of each Purchased Corporation authorized to sign agreements together with their specimen signatures;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to each Vendor and each Purchased Corporation issued by appropriate government officials of their respective jurisdictions of incorporation;

- (iv) the certificates referred to in Section 6.1(a) and Section 6.1(b);
- (v) a counterpart of the Conditional Purchase Price Agreement, duly executed by the HeyBryan Vendors;
- (e) **No Material Adverse Change.** Since August 1, 2018, there shall not have occurred any Material Adverse Change.
- (f) **No Legal Action.** No action or proceeding will be pending or threatened by any Person (other than the Purchaser), and there is no order or notice from any Governmental Entity, to (or seeks to) enjoin, restrict or prohibit, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any terms or conditions on the transactions contemplated by this Agreement, the Business or the business of the Purchaser or otherwise limiting the right of the Purchaser to conduct its business or the Business after Closing on substantially the same basis as heretofore operated.
- (g) **Purchaser Financing.** The Purchaser Financing in the minimum aggregate gross amount of \$2,000,000 shall have completed.

Section 6.2 Conditions for the Benefit of the Vendors.

The purchase and sale of the Purchased Shares is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors' Representative in its sole discretion.

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement were true and correct as of the date of this Agreement and are true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. Upon delivery of such certificate, the representations and warranties of the Purchaser in Article 4 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it at or prior to Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (c) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendors' Representative the following in form and substance satisfactory to the Vendors' Representative, acting reasonably:

- (i) certified copies of (i) the charter documents and extracts from the by-laws of the Purchaser relating to the execution of documents, (ii) all resolutions of the shareholders and the board of directors of the Purchaser approving the entering into and completion of the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) a list of its officers and directors authorized to sign agreements together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by appropriate government official of the jurisdiction of its incorporation;
 - (iii) the certificates referred to in Section 6.2(a) and Section 6.2(b);
 - (iv) to the HeyBryan Vendors, certificates representing the Consideration Units, free and clear of all Liens, other than (i) those restrictions on transfer, if any, contained in the articles of the Purchaser, and (ii) Liens granted by the HeyBryan Vendors;
 - (v) to the HeyBryan Vendors, a counterpart of the Conditional Purchase Price Agreement, duly executed by the Purchaser;
- (d) **No Legal Action.** No action or proceeding will be pending or threatened by any Person (other than the Vendors' Representative, Vendors, the Purchaser or the Corporation) and there is no order or notice from any Governmental Entity, to (or seeks to) enjoin, restrict or prohibit, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any terms or conditions on the transactions contemplated by this Agreement.
- (e) **Purchaser Financing.** The Purchaser Financing in the minimum aggregate gross amount of \$2,000,000 shall have completed.
- (f) **Option Grants.** The Purchaser will have granted options to acquire Common Shares to the persons, in the amounts and at the exercise price indicated in Section 6.2(f) of the Vendors' Disclosure Letter, and will deliver to the Vendors' Representative all necessary documents required to effect the granting of such options, in form and substance satisfactory to the Vendors' Representative, acting reasonably.

ARTICLE 7 TERMINATION

Section 7.1 Termination Rights.

This Agreement may, by notice in writing given on or prior to the Closing Date, be terminated:

- (a) by mutual consent of the Vendors' Representative and the Purchaser;
- (b) by the Purchaser, if:
 - (i) there has been a material breach of this Agreement by any of the Vendors and where such breach is capable of being cured, such breach has not been waived by the Purchaser in writing or cured within 15 days following written notice of such breach by the Purchaser;
 - (ii) any of the conditions in Section 6.1 have not been satisfied or it becomes reasonably apparent that any of such conditions will not be satisfied by the Closing Date (other than as result of the failure of the Purchaser to perform any of its material obligations) and the Purchaser has not waived such condition in writing at or prior to Closing;
 - (iii) there has occurred a Material Adverse Change; or
 - (iv) the Closing has not occurred on or prior to the Outside Date, provided that the Purchaser is not in material breach of any of its obligations or covenants under this Agreement.
- (c) by the Vendors' Representative, if:
 - (i) there has been a material breach of this Agreement by Purchaser and where such breach is capable of being cured, such breach has not been waived by the Vendors' Representative or cured within 15 days following written notice of such breach by the Vendors' Representative;
 - (ii) any of the conditions in Section 6.2 have not been satisfied or it becomes reasonably apparent that any of such conditions will not be satisfied by the Closing Date (other than as result of the failure of any of the Vendors to perform any of its material obligations) and the Vendors have not waived such condition at or prior to Closing; or
 - (iii) the Closing has not occurred on or prior to the Outside Date.

Section 7.2 Effect of Termination.

The Vendors' right of termination under this Article 7 and/or the Purchaser's rights of termination under this Article 7 are in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination by a Party will not constitute an election of remedies. If this Agreement is terminated pursuant to Article 7, this Agreement will be of no further force or effect; provided, however, that (i) Section 5.1 (Confidentiality), this Section 7.2, and Article 10 (Miscellaneous) and provisions that by their nature should survive, will survive the termination of this Agreement, and (ii) the

termination of this Agreement will not relieve any Party from any liability for any breach of this Agreement occurring prior to termination.

ARTICLE 8 INDEMNIFICATION

Section 8.1 Survival.

All provisions of this Agreement and of any certificate, instrument or document to be delivered pursuant to or in connection with this Agreement shall not merge on Closing and shall survive the Closing for a period of three years.

Section 8.2 Indemnification in Favour of the Purchaser.

Each Vendor shall severally and not jointly and severally indemnify and save the Purchaser and each Purchased Corporation harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty given by such Vendor with respect to such Vendor or the Purchased Corporations, as the case may be, in this Agreement or the certificates, instruments or documents to be delivered by such Vendor pursuant to this Agreement; and
- (b) any failure of a Vendor to perform or fulfil any of its covenants or obligations under this Agreement or any Ancillary Agreement.

Section 8.3 Indemnification in Favour of the Vendors.

Purchaser shall indemnify and save the Vendors harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty given by the Purchaser contained in this Agreement or the certificates, instruments or documents to be delivered pursuant to this Agreement; and
- (b) any failure of the Purchaser to perform or fulfil any of its covenants or obligations under this Agreement.

Section 8.4 Limitations on Indemnification.

The maximum liability of each Vendor for the payment of Damages pursuant to Section 8.2 shall not exceed \$10,000. The maximum liability of the Purchaser to each Vendor for the payment of Damages pursuant to Section 8.3 shall not exceed \$10,000, provided that the foregoing limitation shall not apply to the payment of the Purchase Price or any payments to be made pursuant to the Conditional Purchase Price Agreement or the Purchaser's obligations under Section 9.5.

Section 8.5 Exclusive Remedy

After Closing, the rights of the Parties hereto to indemnification relating to this Agreement or the transactions contemplated by this Agreement shall be strictly limited to those contained in this Article 8, and such indemnification rights shall be sole and exclusive remedies of the Parties hereto subsequent to the Closing Date with respect to any matter in any way relating to this Agreement or its subject or arising in connection herewith. To the maximum extent permitted by Applicable Law, the Parties hereto hereby waive all other rights and remedies with respect to any matter in any way relating to this Agreement or arising in connection herewith, whether under any Laws at common law, in equity or otherwise. Except as provided in this Article 8, no claim, action or remedy shall be brought or maintained by any Party against any other Party, and no recourse be brought or granted against any of them, by virtue of or based upon any alleged misstatement or omission respecting an inaccuracy in or breach of any of the representations, warranties, or agreements of any of the Parties hereto set forth or contained in this Agreement.

ARTICLE 9 POST-CLOSING COVENANTS

Section 9.1 Access to Books and Records.

For a period of six years from the Closing Date, the Purchaser shall use reasonable commercial efforts to retain all original accounting Books and Records relating to either Purchased Corporation that are part of the Books and Records existing on the Closing Date that relate to the six year period prior to the Closing Date. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendors shall have the reasonable right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable written notice for any proper purpose and without undue interference to the business operations of the Purchased Corporations. The Purchaser shall have the right to have its representatives present during any such inspection.

Section 9.2 Confidentiality.

Each Vendor hereby acknowledges that each is in possession of proprietary information in connection with the Business, the Assets and the Purchased Corporations ("**Confidential Information**"). Each Vendor shall and shall cause its affiliates and representatives to keep confidential and shall not use for any improper purpose or disclose to any other Person any Confidential Information, unless such information is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement. In the event any Vendor is required by Law to disclose any Confidential Information, such Vendor shall, to the extent not prohibited by applicable Law, provide the Purchaser with prompt notice of such requirements so that the Purchaser may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 9.2. Each Vendor agrees that such obligation of confidentiality continues after the Closing Date and upon request of the Purchaser, after the Closing, it shall return to

Purchaser or cause to be destroyed all Confidential Information in its possession or control. To the extent that any Vendor is an employee of the Corporation or any of its Subsidiaries after Closing, such Vendor shall, during the term of his/her employment, be permitted to use Confidential Information only in the performance of duties in such employment.

Section 9.3 Tax Matters.

- (1) The Vendor and the Purchaser will co-operate fully and assist each other and make available to each other in a timely fashion all data and other information as may reasonably be required for the preparation and filing of all tax returns of the Purchased Corporations and any tax elections to be filed by any or all of the Vendors, Purchasers, and/or Purchased Corporations.
- (2) At the sole discretion of the relevant Vendor, each Vendor and the Purchaser shall separately jointly elect in the prescribed manner and within the prescribed time, pursuant to the provisions subsection 85(1) of the Tax Act , in respect of the transfer of such Vendor's Purchased Shares to the Purchaser in consideration for the issuance of their pro rata share of the Consideration Units. The agreed amount shall be determined by the Vendor at its sole discretion, and must be within the limits set forth in subsection 85(1) of the Tax Act.

Section 9.4 Board Composition and Name Change

At Closing or as soon as reasonably practicable thereafter, or at such other date as the Purchaser and Vendors' Representative may agree:

- (1) the board of directors of the Purchaser will be reconstituted to consist of Lance Montgomery, Spiros Margaris, Penny Green or other nominee of the Vendor, and Mike Stulp or other nominee designated by BPI.
- (2) the Purchaser will change its name to HeyBryan Media Inc.; provided, that, in the event the Endorsement Agreement is terminated, the Purchaser shall change its name as soon as practicable to remove any references to "HeyBryan" or "Bryan Baeumler".

Section 9.5 Share Redemptions and Repurchases

Notwithstanding the provisions of Section 7.1 of the articles of the Purchaser, the Purchaser shall not repurchase or redeem any Common Shares held by any Vendor without the prior written consent of the Vendor. In addition, the Purchaser shall, within three months following the Closing, amend its articles to clarify that the Common Shares are not redeemable or repurchaseable by the Purchaser without the prior written consent of the holders of such Common Shares.

Section 9.6 Further Assurances.

From time to time after the Closing Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as

may be reasonably required to effectively transfer the Purchased Shares to the Purchaser and carry out the intent of this Agreement and each of the Ancillary Agreement.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Appointment of Vendors' Representative.

- (1) Each Vendor hereby irrevocably appoints Dave Whitney and Bryan Baeumler (or his nominee), or any successors thereto, as its representative, agent, proxy and attorney in fact (collectively, the "Vendors' Representative") for such Vendor and in such Vendor's name, place and stead for all purposes of this Agreement.
- (2) In order to administer efficiently the determination of certain matters under this Agreement, each Vendor hereby agrees that the Purchaser, subject to Section 1.6, will be entitled to:
 - (a) rely on the Vendors' Representative as having full power, authority and discretion to make all decisions and take all actions relating to the Vendors' respective rights, obligations and remedies under this Agreement including to receive and make payments, to receive and send notices, to receive and deliver documents, to exercise, enforce or waive rights or conditions, to give releases and discharges, to seek indemnification on behalf of Vendors and to defend against indemnification claims of the Purchaser; and
 - (b) deal only with the Vendors' Representative in respect of all matters arising under this Agreement including to receive and make payments, to receive and send notices (including notices of termination), to receive and deliver documents, to exercise, enforce or waive rights or conditions, to give releases and discharges, to seek indemnification against the Vendors or any one of them and to defend against indemnification claims of the Vendors.
- (3) All references in this Agreement to decisions and actions to be taken by Vendors or any one of them, as the case may be, shall be deemed taken by the Vendors or any one of them, as the case may be, if such decisions or actions are taken by the Vendors' Representative. All references in this Agreement to decisions and actions to be taken by the Purchaser and directed to the Vendors or any one of them, as the case may be, shall be deemed directed to the Vendors or any one of them, as the case may be, if such decisions or actions are directed by the Purchaser to the Vendors' Representative.
- (4) Notwithstanding the foregoing, no payment, notice, receipt or delivery of documents, exercise, enforcement or waiver of rights or conditions, indemnification claim or indemnification defence shall be ineffective by reason only of it having been made or given to or by a Vendor directly if each of the Purchaser and such Vendor consent by virtue of not objecting to such dealings without the intermediary of the Vendors' Representative.

Section 10.2 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "Notice") must be in writing, sent by personal delivery or courier and addressed:

(a) to the Purchaser at:

200 - 1238 Homer Street, Vancouver, BC, V6B 2Y5

Attention: Penny Green

Telephone: 604 5632 1700

(b) to the Vendors and the Vendors' Representative at:

1900 - 1040 West Georgia Street, Vancouver, BC V6E 4H3

Attention: Dave Whitney

Telephone: 778 828 2742

and to:

3416 Fairview Street, Burlington, ON

Attention: Bryan Baeumler

Telephone:

with a copy to:

227 Holly Avenue, New Westminister, BC V3M 0V3

Attention: Lance Montgomery

Telephone: 778 928 7708

A Notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

Section 10.3 Announcements.

No press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to Closing except with the prior written consent and joint approval of both the Vendors' Representative and the Purchaser, or if required by Law or a Governmental Entity. Where such disclosure is required by Law or a Governmental Entity, the Party required to make such disclosure will use its commercially reasonable efforts to obtain the approval of the other Party as to its form, nature and extent of the disclosure.

Section 10.4 Third Party Beneficiaries.

The Vendors and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and no Person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

Section 10.5 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses (including the fees and expenses of legal counsel, accountants and other advisors) incurred in connection with this Agreement or any Ancillary Agreements and the transactions contemplated by them.

Section 10.6 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendors' Representative and the Purchaser.

Section 10.7 Waiver.

No waiver of any of the provisions of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver.

Section 10.8 Entire Agreement.

This Agreement, the Vendors' Disclosure Letter, the Purchaser's Disclosure Letter together with the Ancillary Agreements, (i) constitutes the entire agreement between the Parties; (ii) supersedes all prior agreements or discussions of the Parties; and (iii) sets forth the complete and exclusive agreement between the Parties, in all cases, with respect to the subject matter herein.

Section 10.9 Successors and Assigns.

- (1) Upon execution of the Agreement by the Parties, it will be binding upon and enure to the benefit of the Vendors, the Purchaser and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns.
- (2) Except as provided in this Section 10.9, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Party. Upon giving notice to the Vendors' Representative the Purchaser may assign this Agreement or any of its rights and/or obligations under this Agreement to:
 - (a) any of its affiliates, provided that such affiliate and the Purchaser shall be jointly and severally liable with respect to all of the obligations of the Purchaser, including the representations, warranties, covenants, indemnities and agreements of the Purchaser;
 - (b) to any Person that acquires all or substantially all of the assets of the Purchaser.

Section 10.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 10.11 Governing Law.

This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Section 10.12 Counterparts.

This Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

Schedule A
The Purchased Shares and Vendor Consideration

FastTask Inc.

Vendor	FT Shares	Consideration Units
Dave Whitney	2,500,000	333,333
Lance Montgomery	2,500,000	333,333
Nevin Petersen	2,500,000	333,333
W. Fraser Hartley	1,500,000	200,001
TOTAL	9,000,000	1,200,000

HeyBryan Inc.

Vendor	HeyBryan Shares	Cash Consideration (\$)	Consideration Units
Baeumler Productions Inc.	2,500,001	250,001	2,000,008
Dave Whitney	2,020,833	202,083	1,616,664
Lance Montgomery	2,020,833	202,083	1,616,664
Nevin Petersen	2,020,833	202,083	1,616,664
W Fraser Hartley	1,212,500	121,250	970,000
Sam Richardson	150,000	15,000	120,000
Dylan Petley	75,000	7,500	60,000
TOTAL	10,000,000	\$1,000,000	8,000,000

IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement.

FASTTASK TECHNOLOGIES INC.

"PENNY GREEN"

By: _____

Authorized Signing Officer

"DAVE WHITNEY"

DAVE WHITNEY

"LANCE MONTGOMERY"

LANCE MONTGOMERY

"NEVIN PETERSEN"

NEVIN PETERSEN

"FRASER HARTLEY"

W. FRASER HARTLEY

BAEUMLER PRODUCTIONS INC.

"BRYAN BAEUMLER"

By: _____

Authorized Signing Officer

"SAM RICHARDSON"

SAM RICHARDSON

"DYLAN PETLEY"

DYLAN PETLEY

Schedule B
Purchaser Capitalization

Unlimited number of common shares without par value authorized

38,540,000 common shares issued and outstanding as of the date of this Agreement

Additional common shares to be issued on or prior to the Closing in connection with the Purchaser Financing