

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is dated as of November 24, 2020 (the “**Effective Date**”) by and between HeyBryan Inc. a company incorporated under the laws of Canada (“**HeyBryan**”), Hey Bryan Media Inc., a company incorporated under the laws of British Columbia (the “**Pubco**”) and FastTask Inc., a company incorporated under the laws of Canada (“**FastTask**”) on the one hand, and Baeumler Productions, Inc., a company incorporated under the laws of Ontario (“**BPI**”), and Bryan Baeumler, an individual resident in the Town of Milton, in the Province of Ontario (“**BB**”) (BPI and BB collectively “**Licensor**”). Each party may be referred to as a party or collectively, the parties (the “**Parties**”).

WHEREAS:

- A. Licensor granted certain rights and agreed to provide certain services to HeyBryan pursuant to an agreement called Endorsement and LicenseAgreement dated June 1, 2018 (the “**Endorsement Agreement**”);
- B. Pursuant to the Endorsement Agreement, HeyBryan’s parent company, the Pubco, and its subsidiary FastTask, developed and launched an application for peer to peer services and payments called HeyBryan (the “**Peer to Peer App**”);
- C. Due to COVID-19 and other factors, the Pubco was unable to grow the business of the Peer to Peer App and is now under new management and seeking to reduce its debt and reorganize its business.
- D. As a result, FastTask failed to make payment of the minimum royalty in the amount of \$337,778.00 which was due on October 1, 2020 pursuant to the terms of the Endorsement Agreement, and as a result BPI terminated the Endorsement Agreement by letter dated November 11, 2020 (the “**Termination Notice**”);
- E. The Parties have a dispute as to how much is owing to the Licensor by HeyBryan pursuant to the Endorsement Agreement due to BPI’s alleged failure to perform the number of social media posts required by the Endorsement Agreement; and
- F. The Parties wish to settle and agree upon the amount owing pursuant to the Endorsement Agreement (the “**Settled Amount**”), and provide for

certain ongoing rights and entitlements notwithstanding the termination of the Endorsement Agreement.

NOW THEREFORE, for the consideration detailed below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the Endorsement Agreement has been effectively terminated as of November 11, 2020, and accordingly:
 - a. HeyBryan and the Pubco shall change their corporate names to remove the word "HeyBryan" or any combination of words incorporating the word "Bryan" within three weeks of the Effective Date;
 - b. HeyBryan and the Pubco each agree to immediately take steps to change the name of all of its social media accounts incorporating the Peer to Peer App to remove any reference to the words "HeyBryan" or the name Bryan Baeumler, and all images or likenesses of Bryan Baeumler, and to change or remove all social posts that reference the word "HeyBryan" or the name Bryan Baeumler, or contain any images or likenesses of Bryan Baeumler.
 - c. Heybryan, Fasttask and the Pubco each agree to immediately take steps so they will not to use the names HeyBryan or Bryan Baeumler in the sale promotion or advertising of the Peer to Peer App and will fully comply with all terms outlined in the Endorsement Agreement and in the Termination Notice, with the following exceptions:
 - i. HeyBryan represents to the Licensor that the domain www.heybryan.com has been incorporated into the code of the technology platform underlying the Peer to Peer App, which has a web interface, and that to remove all references to www.heybryan.com would cost HeyBryan approximately \$50,000 and take several months, whereas if the Peer to Peer app can continue to refer to and use the www.heybryan.com domain,
 - ii. FastTask could reskin the Peer to Peer App to remove all references to "Hey Bryan" and to "Bryan Baeumler" for an approximate cost of \$10,000, and it could be completed within a few weeks (the "**Representation**");
 - ii. Based on the Representation, the Licensor hereby grants a limited license to HeyBryan and FastTask and the Pubco to continue to reference the code www.heybryan.com and use the domain to

operate the Peer to Peer App, as long as HeyBryan does not otherwise use the name Hey Bryan throughout the app and web properties, for a period not to exceed 12 months from the Effective Date; and

- iii. The Licensor will provide HeyBryan and the Pubco and FastTask access to the domain www.heybryan.com as needed to develop and operate the Peer to Peer App under a new name for a period not to exceed 12 months from the Effective Date.
2. The Parties agree that the Settled Amount as of the Effective Date is \$150,000, that is payable by the Pubco to BPI.
 3. Other than the Settled Amount no additional fees are owed by Heybryan or Fasttask or the Pubco to Licensor.
 4. BPI agrees to convert the Settled Amount into units of the Pubco at \$0.10 per unit, (the "**Conversion Price**"), with each unit consisting of one share and one full warrant to purchase another share at \$0.40 per share for a period of 2 years from the issuance of the unit (the "**Conversion**"), subject to adjustment in accordance with paragraph 5.
 5. Should any other investors purchase units prior to BPI's Conversion at a price lower than the Conversion Price, the Conversion Price will be adjusted downward to reflect the lowest price paid by any other such investors.
 6. The Parties agree that the Conversion will happen after a 1 for 5 consolidation of the Pubco stock, which is currently being contemplated by the Pubco board of directors.
 7. The Parties agree that the Conversion will happen after the Canadian Securities Exchange has granted approval for the Pubco to return to the active issuers list, either with its current business or after a reverse merger is completed (the "**Listing Date**").
 8. Both the shares and the warrants that are issued as part of the Conversion will be restricted from being sold and will be released from restriction over a two year period as follows:
 - a. 20% on the Listing Date;

- b. 20% 6 months after the Listing Date;
 - c. 20% 12 months after the Listing Date;
 - d. 20% 18 months after the Listing Date; and
 - e. 20% 24 months after the Listing Date.
9. In the event that both of the conditions set out in paragraphs 6 and 7 are not fulfilled on or before the 12-month anniversary of the Effective Date, the Parties agree that Pubco will be indebted to BPI in the liquidated amount of \$150,000, and BPI shall be entitled to seek recovery of such amount through all available legal avenues.
10. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, and may be amended only by written agreement signed by the Parties to the Agreement.
11. The Pubco shall draft a press release consistent with this Agreement and send it to BPI within one day of the Effective Date and BPI will provide its consent or required changes within one day of receiving the draft, for the press release to be disseminated, BPI acting reasonably.
12. . This Agreement may be executed electronically via DocuSign and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in counterparts as of the date first written above.

HEYBRYAN INC.

"William White"
Per: William White, President & CEO

HEYBRYAN MEDIA INC.

"William White"
Per: William White, President & CEO

FASTTASK INC.

"William White"
Per: William White, President

BAEUMLER PRODUCTIONS INC.

"Bryan Baeumler"
Per: Bryan Baeumler, President

"Bryan Baeumler"
BRYAN BAEUMLER