

ENGAGEMENT LETTER
1111 ACQUISITION CORP. and VESTED TECHNOLOGY CORP.

Dated: February 28, 2020

1111 ACQUISITION CORP.

Dear **Mr. Cameron**,

You have indicated that **1111 ACQUISITION CORP.** (the “**Issuer**”) desires to retain Vested Technology Corp., (“**Vested**”, “us”, “our”, or “we”) for the purposes of providing capital markets compliance and other services for the Issuer wishing to conduct offerings of securities pursuant to exemptions from the prospectus and registration requirements of applicable securities laws.

Vested has created and maintains a portal (the “**Portal**”) that comprises certain proprietary tools and technology, negotiated third-party integrations, and has operational services, including limited customer service and compliance, to provide certain back-end tools and specific compliance services to issuers raising capital.

Neither Vested nor the Portal is required to be registered under applicable Canadian securities legislation provided they operate in conformity to the Multilateral Canadian Securities Administrators Notice 45-316 - Start-up Crowdfunding Registration and Prospectus Exemptions, and the applicable securities legislation in the provinces of Alberta (ASC BO 45-521), British Columbia (BC Instrument 45-535), Saskatchewan (General Order 45-929), Manitoba (Blanket Order 45-502), Quebec (Blanket Order Decision No. 2016-PDG-0095), New Brunswick (Blanket Order 45-506) and Nova Scotia (Blanket Order 45-524), (collectively the “**Crowdfunding Exemption**”). Alberta, British Columbia, Saskatchewan, Manitoba, Quebec, New Brunswick and Nova Scotia are collectively referred to as the “**Provinces**”.

The Issuer seeks to sell securities by way of private placement exempt from the prospectus and registration requirements (the “**Offering**”) pursuant to the Crowdfunding Exemption and other applicable securities law (such Crowdfunding Exemption and other applicable securities law, the “**Securities Laws**”), the terms of which are set out in **Schedule A “Term Sheet”**.

All capitalized words and phrases used in this Engagement Letter, if not herein defined, shall have the meaning attributed to them in Schedule A “Term Sheet”.

The Issuer recognizes the benefit of having Vested provide certain portal services as described herein for proposed investors in the Offering, and the Issuer desires to retain Vested and Vested desires to be retained by the Issuer pursuant to the terms and conditions in this Engagement Letter.

Now, therefore, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Evaluation:**
 - 1.1 Vested shall evaluate, at its sole discretion, the Issuer’s business, corporate and Offering information (the “**Preliminary Information**”) to determine if the Issuer is eligible to receive the crowdfunding portal services set out in section 2 of this Engagement Letter (the “**Services**”).
 - 1.2 The Issuer shall provide information and fully cooperate with Vested to permit such evaluation. The Issuer acknowledges any delay in providing such information may delay delivery of the Services.
 - 1.3 If Vested determines at its sole discretion that the Issuer is ineligible for Services, this Engagement Letter shall terminate pursuant to section 18.4.

2. **Services:**

- 2.1 Upon satisfactory review of the Preliminary Information, Vested shall perform the following services in exchange for the Issuer paying the fees as set out in this Engagement Letter:
- (a) assist the Issuer in the preparation of an offering document (the “**Offering Document**”), and the other documentation necessary to complete the Offering;
 - (b) post to the Portal information and documentation relating to the Offering and the Issuer’s business, and applicable amendments thereto, for investors to access and review, such information and documentation and amendments thereto to first be approved by the Issuer;
 - (c) review and process information submitted by investors (“**Potential Investors**”) to the Portal;
 - (d) deliver information relating to the Offering to the Issuer and Potential Investors respectively; and
 - (e) keep confidential information and data relating to Potential Investors.

3. **Participating Investor Subscription in Offering**

- 3.1 Vested will ensure the Portal can receive and process requisite information from a Potential Investor who elects to participate in the Offering (the “**Participating Investor**”), including their subscription (“**Investor Subscription**”), payment, and other forms required by applicable Securities Laws. Portal shall then redirect Participating Investor to a third-party payment handling service (the “**Payment Service**”) to make payment for the Participating Investor’s subscription (each a “**Subscription Amount**” and collectively, “**Subscription Amounts**”).
- 3.2 Portal will send confirmation to Participating Investor of their payment of Subscription Amount (the “**Subscription Confirmation**”).
- 3.3 Vested will hold all Subscription Amounts in escrow pursuant to Securities Laws until all conditions of the Offering have been met.

4. **Right of Withdrawal and Return of Funds**

- 4.1 The Participating Investor has a right to withdraw their Investor Subscription by delivering a withdrawal notice (the “**Withdrawal Notice**”) to Vested within 48 hours of:
- (a) the Participating Investor’s receipt of the Subscription Confirmation; or
 - (b) the Participating Investor’s receipt of notice that the Offering Document has been amended.
- 4.2 If Vested receives a Withdrawal Notice from a Participating Investor, the Subscription Amount shall be forthwith returned to the Participating Investor and no payment relating to that Participating Investor shall be made to the Issuer or Vested whatsoever.

5. **Meeting the Minimum Threshold**

- 5.1 Vested will release funds to the Issuer as follows:
- (i) when the aggregate Subscription Amounts from Participating Investors who do not deliver a Withdrawal Notice (“**Final Investors**”) meets or exceeds the Minimum Threshold before the Offering Close, Vested shall, within five business days thereafter, release from escrow the Subscription Amounts comprising the Minimum Threshold to the Issuer, less applicable Fees (as defined below);
 - (ii) provided the Minimum Threshold has been met, within five business days after the Offering Close, release from escrow the remaining Final Investor Subscription Amounts to the Issuer, less applicable Fees (as defined below),

and within five business days after releasing Subscription Amounts to the Issuer, Vested shall:

- (i) notify the applicable Final Investors that their Subscription Amounts have been released to the Issuer; and

- (ii) provide to the Issuer all necessary information about Final Investors to assist with the Issuer's compliance with the Securities Laws and issuance of Securities to the Final Investors in compliance with corporate law.

5.2 In all other cases, the Subscription Amounts shall be returned by Vested to the Participating Investors forthwith following the Offering Close.

6. **Compensation:**

6.1 The Issuer has agreed to pay to Vested the following fees:

- (a) **Portal Fee:** a portal fee (the "**Portal Fee**") in an amount equal to 5% of the aggregate amount of actual gross proceeds raised in the crowdfunding distribution described in this offering document (the "**Offering Proceeds**"); payable upon each date funds are released to the Issuer;
- (b) **Payment Processing Fees:** Payment processing fees (the "**Processing Fees**") in an amount equal to the aggregate of 2.9% of Offering Proceeds and a further \$0.30 per investor subscription plus \$200 for filing the 45-106F1 report with the applicable securities regulatory authorities; and
- (c) **Compensation Special Warrants:** 200,000 compensation special warrants,

(collectively, the "**Fees**").

6.2 Payment Terms: Vested will charge Portal Fees directly to the Issuer via automatic deduction from the Subscription Amounts released to the Issuer pursuant to section 5.1 above and the Issuer hereby authorizes such payment. The parties shall have the reasonable right to obtain documentation concerning the details of the payments due. Vested will hold-back 10% of the funds raised, with a minimum of \$1,500 for a 90-day period, to account for any potential credit card charge-backs.

7. **Limited License of Trademarks.**

7.1 Subject to the terms and conditions of this Engagement Letter, Vested grants the Issuer a non-exclusive, non-transferable license (the "**License**") during the term of this Engagement Letter to use Vested's name, logo and trademarks and URL website links if and as provided by Vested to the Issuer (collectively, "**Vested's Marks**") on the Issuer's website and other marketing or promotional materials in connection with the Offering ("**Materials**").

7.2 The Issuer shall ensure:

- (a) all Materials feature Vested's Marks in a clear and prominent manner, and state "securities are offered/sold through Vested Technology Corp., a Crowdfunding Portal operating pursuant to Multilateral Canadian Securities Administrators Notice 45-316 – *Start-up Crowdfunding Registration and Prospectus Exemptions*";
- (b) all marketing and promotional activities it engages in are in compliance with all applicable securities law rules and regulatory guidance, including without limitation the Securities Laws;
- (c) it does not make copies of Vested's Marks nor permit anyone else to use, have access to, or copy Vested's Marks except in accordance with this Engagement Letter;
- (d) it does not change, customize, enhance, augment, partially delete or alter, or otherwise modify the Vested's Marks in any manner or to any extent whatsoever;
- (e) upon termination of the License, the Issuer shall return to Vested or destroy under oath all copies of the Vested's Marks in its possession, and notify Vested in writing of the Issuer's compliance with same.

- 7.3 The Issuer acknowledges and agrees that the use of Vested's Marks cannot be used in a manner that implies the Offering is endorsed, recommended, or vetted by Vested, or that the Issuer is authorized to act as a securities agent or a representative of Vested.
- 7.4 Vested does not grant to the Issuer any ownership or security right or title in any intellectual property right relating to any of Vested's Marks, and Vested reserves all other rights not expressly granted herein.
- 7.5 The Issuer agrees that it will not challenge the right of the License or any rights of Vested in and to the Vested Marks or otherwise take or fail to take any action that impairs such rights or license. The Issuer agrees to assist Vested to the extent necessary in the procurement of any protection or to protect any of Vested's rights in or to the Vested Marks. In the event any third-party lodges a claim concerning the Vested Marks, Vested may commence or prosecute any claims or lawsuits in its own name or, with the prior consent of the Issuer, in the name of the Issuer or join the Issuer as a party thereto. In the event any third party infringes on the above-mentioned Vested Marks, the Issuer shall notify Vested in writing of any infringements or imitations by others of Vested Marks which may come to the Issuer's attention, and Vested shall have the sole right to determine whether or not any action shall be taken on account of any such infringements.
- 7.6 Vested shall have the right to review the Issuer's compliance with the terms of the License at any time during the term of this Engagement Letter. Upon written request from Vested, the Issuer shall submit to Vested copies or evidence of any and all Materials featuring Vested's Marks and, if and to the full extent directed by Vested, will immediately cease any and all use of Vested's Marks.

8. **Compliance and Filings**

- 8.1 Securities Laws. The Issuer agrees that it shall take all steps necessary to comply with the applicable provisions of National Instrument 45-106: Prospectus Exemptions, Securities Laws and any other applicable instruments, including making applicable filings with Canadian securities regulatory authorities within the prescribed time periods and payment of applicable fees. Completion of the Offering will be subject to the receipt of all necessary regulatory approvals.
- 8.2 Corporate Laws. The Issuer agrees that it shall take all steps necessary to comply with all corporate laws to which it is subject and that the Issuer will be solely responsible for issuing all Securities to Final Investors in compliance with all applicable law. The Issuer shall be responsible for any costs associated with the distribution of Securities to the Crowdfunding Investors.

9. **Third Party Terms and Conditions**

- 9.1 The Issuer expressly agrees that its access to and/or use of the Portal and Services may be subject to third party terms and conditions, either with respect to the Portal or aspect of the Services, that Vested is bound to and flow through to the Issuer which may be attached to this Agreement, or otherwise made available to the Issuer from time to time ("**Third Party Terms and Conditions**"), and such Third Party Terms and Conditions may be modified from time to time by the applicable third party in accordance with the terms and conditions if so required by the applicable third party, and that Vested has no control over such Third Party Terms and Conditions.

10. **Accuracy and Confidentiality of Information**

- 10.1 Vested shall ensure the Offering Document and documents prepared in connection with the Offering will meet applicable Securities Laws requirements.
- 10.2 In carrying out its responsibilities hereunder, Vested will necessarily rely on information prepared or supplied by the Issuer and other sources believed by Vested to be reliable and will be entitled to rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will we be liable to the Issuer or its securityholders for any damages arising out of the inaccuracy or incompleteness of such

information. The Issuer hereby indemnifies, releases, and saves Vested harmless for any damages arising out of the inaccuracy or incompleteness of such information.

- 10.3 Vested agrees to keep any such information confidential if requested by the Issuer unless otherwise required to be disclosed by law or court order, by any court of competent jurisdiction, by the requirements or policies of any regulatory body or governmental agency. For greater certainty, confidential information does not include information that: (i) is or becomes generally available to the public at or prior to the time of disclosure or use by Vested (other than as a result of the disclosure or use by Vested in violation of this Agreement); (ii) was available to Vested on a non-confidential basis prior to its disclosure to Vested; (iii) becomes available to Vested on a non-confidential basis provided that such information is not to Vested's knowledge disclosed by such source to Vested in violation of a confidentiality agreement with the Issuer; or (iv) is approved for disclosure by the Issuer. The Issuer represents and warrants to Vested that all information and documentation concerning it, its affiliates, the Securities and the Offering that is provided by it in connection with this Engagement Letter will be accurate and complete in all material respects and not misleading and will not omit to state any fact or information which would be material to Vested or those that may participate in the Offering.

11. Due Diligence and Material Changes

- 11.1 In connection with Vested's obligations to perform due diligence in connection with the Offering, and evaluate the Issuer subject to section 1 of this Engagement Letter, the Issuer shall make available to Vested and its advisors all corporate, financial and operating information and documentation regarding the Issuer, its securities, and the Offering, and shall provide access to the Issuer's key officers, facilities, employees, auditors, legal counsel, technical advisors and consultants.
- 11.2 The Issuer shall advise Vested promptly of any material change, actual or contemplated, in its affairs or in any information provided to Vested concerning the Issuer or the Offering, and to the extent that the Issuer is aware or becomes aware of such changes, in information concerning any relevant third-party. The Issuer shall also advise Vested if there is any undisclosed material fact concerning the Issuer or the Offering. Unless so advised otherwise, Vested will be entitled to assume that there has been no material change in such information and that there is no undisclosed material fact, and will be entitled to rely on the Issuer's advice or absence of advice, as the case may be. The Issuer will notify Vested promptly of any notice by any judicial or regulatory authority requesting any information, meeting or hearing relating to the Issuer and its affairs or the Offering or any other event or state of affairs that may be relevant to Vested, or the Issuer's securityholders.

12. Indemnity – Issuer to Vested

- 12.1 The Issuer (hereinafter the "**Indemnitor**") agrees to defend, indemnify and save harmless Vested and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**"), to the full extent lawful, from and against all expenses, losses, claims, actions, damages and liabilities, joint or several, of any nature (including the reasonable fees and expenses of their respective counsel and other expenses but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**") or to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, this Engagement Letter, the License, any of the Services, or in relation to the Offering, the issuance of the Securities to Final Investors, or the Issuer's breach of any of the terms or conditions of this Engagement Letter, together with any Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses resulted solely from the gross negligence or willful misconduct of the Indemnified Party.
- 12.2 If for any reason (other than a determination as to any of the events referred to above) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim,

the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations.

- 12.3 The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Engagement Letter, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and, subject to section 12.6, the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.
- 12.4 Vested will notify the Indemnitor promptly in writing after receiving notice of an action, suit, proceeding or claim against Vested or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had Vested not so delayed in giving, or failed to give, the notice required hereunder.
- 12.5 The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any Claim, provided such defence is conducted by counsel of good standing acceptable to Vested. Upon the Indemnitor notifying Vested in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to an Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to Vested, will keep Vested advised of the progress thereof and will discuss with Vested all significant actions proposed.
- 12.6 Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (i) the employment of such counsel has been authorized by the Indemnitor; (ii) the Indemnitor has not assumed the defence and employed counsel therefore promptly after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor (in which event and to that extent, the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf) or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.

- 12.7 No admission of liability and no settlement of any Claim shall be made by the Indemnitor without the prior written consent of the Indemnified Parties affected. No admission of liability and no settlement of any Claim shall be made by the Indemnified Parties without the prior written consent of the Indemnitor.
- 12.8 The Indemnitor hereby acknowledges that Vested acts as trustee for the other Indemnified Parties of the Indemnitor's covenants under this indemnity and Vested agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- 12.9 The indemnity and contribution obligations of the Indemnitor hereunder shall be in addition to any liability which the Indemnitor may otherwise have (including under the Engagement), shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, Vested and any other Indemnified Party. The foregoing provisions shall survive any termination of the Engagement.

13. **Indemnity – Vested to Issuer**

- 13.1 Vested agrees to defend, indemnify and save harmless the Issuer and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**Issuer Indemnified Parties**" and each, an "**Issuer Indemnified Party**"), to the full extent lawful, from and against all expenses, losses, claims, actions, damages and liabilities, joint or several, of any nature (including the reasonable fees and expenses of their respective counsel and other expenses but not including any amount for lost profits) (collectively, "**Issuer Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Issuer Claims**") or to which an Issuer Indemnified Party may become subject or otherwise involved in any capacity insofar as the Issuer Claims arise out of or are based upon, directly or indirectly, this Engagement Letter, the License, any of the Services, or Vested's breach of any of the terms or conditions of this Engagement Letter, together with any Issuer Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Issuer Indemnified Party in respect of Issuer Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Issuer Losses resulted solely from the gross negligence or willful misconduct of the Issuer Indemnified Party.

14. **Limitations of Liability**

- 14.1 The Issuer agrees that under no circumstances will Vested be liable to the Issuer, any authorized representative, or any agent, investor or any other third party for: (i) indirect, consequential, exemplary, special, incidental, punitive damages or any similar damages in connection with or relating to, without limitation, this Engagement Letter, the License, any of the Services, or any matter in relation to the Offering howsoever caused and regardless of the form or cause of action or basis of liability (including for breach of contract, tort, including negligence, by statute or otherwise), even if such damages are foreseeable or the Issuer has been advised of the possibility of such damages; (ii) lost profits or revenue; (iii) business interruption; (iv) damages pursuant to any third party terms and conditions, or otherwise relating to payment services.
- 14.2 Vested agrees that under no circumstances will the Issuer be liable to the Issuer, any authorized representative, or any agent, investor or any other third party for: (i) indirect, consequential, exemplary, special, incidental, punitive damages or any similar damages in connection with or relating to, without limitation, this Engagement Letter, the License, or any matter in relation to the Offering howsoever caused and regardless of the form or cause of action or basis of liability (including for breach of contract, tort, including negligence, by statute or otherwise), even if such damages are foreseeable or the Issuer has been advised of the possibility of such damages; (ii) lost profits or revenue; (iii) business interruption; (iv) damages pursuant to any third party terms and conditions, or otherwise relating to payment services.
- 14.3 Vested's total liability and obligation to the Issuer, in the aggregate for any and all claims arising out of or in any way connected with this Engagement Letter, the License, any of the Services, or matters in relation to the Offering,

with respect to any expense, damage, loss, injury, or liability of any kind or nature, regardless of the form of action or theory of liability (including for breach of contract, tort, including negligence, by statute or otherwise) shall be limited to the actual direct damages suffered and shall not exceed \$1,000,000.

15. Warranties and Representations:

- 15.1 The Issuer and Vested represent and warrant to each other that each has all requisite power and authority to enter into and carry out the terms and provisions of this Engagement Letter and the execution, delivery and performance of this Engagement Letter does not breach or conflict with any agreement, document or instrument to which it is a party or bound.
- 15.2 Vested represents and warrants to the Issuer that it complies and will continue to comply with the requirements of operating a crowdfunding portal as required in the Securities Laws, including each of those items set forth in section 7 of BC Instrument 45-535 and the following:
- (a) its head office is located in one of the Provinces;
 - (b) a majority of its directors are Canadian residents;
 - (c) it shall keep its books and records, including its compliance procedures, at its head office for eight years from the date a record is created
 - (d) that it is not registered under Canadian securities legislation;
 - (e) does not provide advice about the suitability of any security or about the merits of any investment;
 - (f) has filed and delivered to each of the securities commissions of the Provinces (the “**Commissions**”):
 - (i) Form 3 - Start-up Crowdfunding - Funding Portal Information Form,
 - (ii) Form 4 - Start-up Crowdfunding - Funding Portal - Individual Information Form for each principal of the funding portal, and
 - (iii) such other documents as may be requested by the Commissions,and none of the Commissions have informed Vested that it objects to it facilitating crowdfunding distributions.
- 15.3 The Issuer represents and warrants to Vested that it is eligible to rely on the Crowdfunding Exemption and meets or will meet the requisite criteria as set out in the Securities Laws, including each of those items set forth in sections 8 of BC Instrument 45-535.

16. Notices

- 16.1 Any notice or other communication required or permitted to be given under this letter agreement shall be in writing and shall be sufficiently given or made by delivery, by e-mail (read receipt confirmed) or similar facsimile transmission (receipt confirmed) to the respective parties as follows:

If to the Issuer:

1111 ACQUISITION CORP.
Address: #1100-1111 Melville Street
Vancouver, BC CANADA V6E 3V6
Attn: Robert Cameron, President and CEO
Phone: 778.989.1501
E-Mail: rcpgeo@gmail.com

If to Vested:

Vested Technology Corp.
1100-1111 Melville Street

Vancouver, BC Canada V6E 3V6
Attn: David Brook, COO
Phone: 604-687-1005
E-Mail: dave.brook@vested.ca

16.2 Any notice so given shall be deemed conclusively to have been given and received: (i) in the case of personal delivery, when so personally delivered; (ii) in the case of postal mail, on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); and (iii) in the case of e-mail or facsimile transmission, on the same day that it was sent if sent during business hours on a business day or on the first business day thereafter. Any party may change its address by notice to the others in the manner set out above.

17. **Miscellaneous Terms**

17.1 This Engagement Letter may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which, when taken together, will constitute one and the same Engagement Letter.

17.2 Each of the parties to this Engagement Letter will be entitled to rely on delivery of an electronic copy of this Engagement Letter and acceptance by each party of any such electronic copy will be legally effective to create a valid and binding agreement between the parties to this Engagement Letter in accordance with its terms.

17.3 This Engagement Letter supersedes any prior agreement, representation or undertaking between the parties hereto with respect to the subject matter hereof.

17.4 This Engagement Letter will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided that no party may assign this Engagement Letter or any rights or obligations hereunder without the prior written consent of the other.

17.5 Where a court of competent jurisdiction declares any provision of this Engagement Letter to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.

17.6 No modifications of this Engagement Letter or waiver of any term or condition hereof will be binding upon the parties unless approved in writing.

17.7 Time will be of the essence of this Engagement Letter and, following any waiver or indulgence by any party, time will again be of the essence of this Engagement Letter and, unless otherwise provided, shall be limited to the specific breach waived or indulged.

17.8 It is agreed that Vested and the Issuer are independent contractors for the business and services provided hereunder. Under no circumstances shall this Engagement Letter be deemed to imply or infer that the Issuer and Vested have anything other than an arm's length and independent relationship.

18. **Survival and Term**

18.1 This Engagement Letter shall be effective as of the date hereof and shall continue until the Offering is completed or this Engagement Letter is terminated by either the Issuer or Vested upon 30 days written notice.

18.2 Such termination shall only affect future business and not apply to transactions or other business conducted prior to the date of termination.

- 18.3 Either Party may terminate their participation in this Agreement for cause immediately by giving notice via email to the other at any time. Such termination shall only affect future business and not apply to transactions or other business conducted prior to the date of termination. The non-breaching Party has the sole discretion to grant a period to cure by giving notice via email of the time period for such cure. However, the grant of a cure period does not waive any indemnification or rights of the non-breaching Party to pursue all remedies.
- 18.4 In the event Vested determines that the Issuer is not eligible for the Services pursuant to section 1, the Engagement Letter shall terminate effective immediately.
- 18.5 The representations and warranties contained in this Engagement Letter and the obligations pursuant to section 6: Compensation; section 10: Accuracy and Confidentiality of Information; section 11: Due Diligence and Material Changes; section 12: Indemnity; section 17: Miscellaneous Terms; section 18: Survival and Term; and section 19: Governing Law will survive the termination hereof, any withdrawal or termination of or decision not to proceed with the Offering or the expiry or other termination or purported termination of this Engagement Letter in accordance with the terms thereof.

19. **Governing Law**

This Agreement is made pursuant to and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Issuer hereby submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF, the parties have entered into this Engagement Letter as of the date set forth above.

Yours very truly,

"David Brook"

Vested Technology Corp.

Name: David Brook

Title: COO

AGREED:

"Robert Cameron"

1111 ACQUISITION CORP.

Name: Robert Cameron

Title: President and CEO

SCHEDULE A "TERM SHEET"

1111 ACQUISITION CORP.

\$250,000 CROWDFUNDING OF SPECIAL WARRANTS

Issuer: 1111 ACQUISITION CORP. the "Issuer")
Anticipated Offering: \$250,000
Minimum Threshold: \$5,000
Issue: Crowdfunding of **SPECIAL WARRANTS**

of the Issuer (the "Securities")

Issue Price: \$0.05 per Security

Pricing Matrix: \$100, \$200, \$300, \$500, \$1000, \$1500

Selling Jurisdictions: Alberta, British Columbia, Saskatchewan, Manitoba, Quebec, Nova Scotia and New Brunswick

Use of Proceeds: The net proceeds raised through the issue of Securities will be for the identification and evaluation of assets or businesses with a view to completing an acquisition.

Resale Restrictions: The Special Warrants automatically convert into common shares of the Issuer on a one to one basis (i) upon the issuance by a Canadian securities regulatory authority of a receipt for a final prospectus qualifying the issuance of the common shares upon conversion of the special warrants or (ii) on that date that is 18 months from the date of issuance of the Special Warrants.

Compensation Fee Special Warrants: The Issuer shall issue to Vested, at Offering Close, 200,000 compensation special warrants (the "Compensation Special Warrants").

The compensation special warrants are not subject to consolidation.

Anticipated Offering Start Date ("Offering Start") March 3, 2020

Anticipated Offering Close Date (the actual closing date of the Offering referred to as the "Offering Close") June 3, 2020
(at most 90 days from Offering Start Date)