

TERM LOAN AGREEMENT

This Agreement made as of the 8th day of December, 2021.

B E T W E E N:

TALENT INFINITY CAPITAL FUND CORP.,
a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as the "**Borrower**")

- and -



(hereinafter referred to as the "**Lender**")

WHEREAS the Lender wishes to Loan CAD \$65,000 (sixty-five thousand Canadian dollars) of funds to the Borrower as a Term Loan for 24 months ending with the full balance and simple interest due December 7, 2023, with 10% simple interest and no terms of repayment.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the foregoing, the covenants, agreements, representations, warranties, terms, conditions and payments herein set forth and provided for, the parties hereto hereby covenant and agree, each with the other, as follows:

ARTICLE ONE: DEFINITIONS

Section 1.01 **Definitions:**

- (a) "**Agreement**" means this agreement and any amendments or schedules hereto; and
- (b) "**Term Loan**" means the loan described in Section 2.01 herein.

ARTICLE TWO: THE LOAN

Section 2.01 **Term Loan:** Subject to the terms and conditions of this Agreement, the Lender shall make a Term loan to the Borrower in the principal amount of sixty-five thousand Canadian Dollars (CAD \$65,000) (the "**Term Loan**") repayable after 24 months with 10% simple interest due at the end of the term with no other terms of repayment.

Section 2.02 **Advance of the Term Loan:** The Term Loan will be converted from the February 1, 2021 revolving demand grid note loan amounts owing by the Borrower the bear no interest under the terms of the February 1, 2021 agreement and shall now begin to bear interest starting December 8, 2021, under the conditions of this new Term Loan agreement subject to the conditions hereof.

ARTICLE THREE: CONVERTIBILITY

Section 3.01 **Convertibility:** The Term Loan shall does not have a convertibility feature.

Section 3.02 **Forced Conversion by the Company:**The Company does not have the right to force the conversion of the loan.

ARTICLE FOUR: INTEREST & REPAYMENT

Section 4.01 **Interest:** 10% simple interest due and payable at the end of the 24 month term.

Section 4.02 **Repayment:** Repayment of the entire Term Loan can be made in full or in part at any time as provided for in Section 2.01 herein. No partial repayments during the term of the loan shall be required; however, the Borrower may prepay any part or parts of principal sum outstanding at any time or times.

Section 4.03 **Default:** Should the loan be deemed in default it will be callable at the option of the Lender at anytime.

ARTICLE FIVE: MISCELLANEOUS

Section 5.01 **Successors and Assigns:** All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith by or on behalf of the Borrower shall survive the execution of this Agreement, and shall continue in full force and effect so long as any indebtedness under this Agreement is outstanding and unpaid. This Agreement shall enure to the benefit of and shall be binding upon the Borrower and its successors and assigns and shall also enure to the benefit of and be binding upon the Lender and his heirs, executors and assigns. Except as provided herein, the Borrower may not assign any of its rights hereunder without the prior written consent of the Lender.

Section 5.02 **Notices:** Unless otherwise specified herein all notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be personally delivered to and addressed as follows:

- (a) if to the Borrower, at:
Talent Infinity Capital Fund Corp.
5728 E. Blvd., Vancouver, BC, V6M 4M4
Attention: Derrick Gaon

- (b) 

or at such other address as the parties hereto may designate by written notice to the other parties hereto. All deliveries required by this Agreement shall be made to the Borrower, or to the Lender,

as the case may be, at the places specified in this Section for the delivery of notices, requests, demands or communications.

Section 5.03 **Law Governing:** This Agreement shall be construed in accordance with and governed by the laws of the Province of BC.

Section 5.04 **Time:** Time is of the essence of this Agreement.

Section 5.05 **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.06 **Transmission by Facsimile:** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

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

per: _____
_____ (Lender)

Talent Infinity Capital Fund Corp.

Per: _____
_____ (Borrower)