

## TWENTY THOUSAND (\$20,000) TERM LOAN AGREEMENT

This Agreement made as of the 19th day of JULY, 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 "**Lender**")

- and -

**MR. DERRICK GAON,**

a person resident in the Province of Ontario, Canada

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

**WHEREAS** the Lender wishes to lend CAD \$20,000 (twenty thousand Canadian dollars) to the Borrower by an 24 month term loan with simple interest of 10% due at the end of the term, on the terms and conditions hereinafter set forth.

**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 24 month loan to the Borrower in the principal amount of twenty thousand Canadian Dollars (CAD \$20,000) (the "**Term Loan**") repayable on the terms set forth in Section 4.02 herein. The term for repayment of the loan shall be twenty four (24) months from the date of this agreement.

Section 2.02 **Advance of the Term Loan:** The Term Loan will be advanced to the Borrower by Bank Draft for \$20,000 CAD, subject to the conditions hereof.

**ARTICLE THREE: CONVERTIBILITY**

Section 3.01 **Convertibility:** The Term Loan 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:** There shall accrue at 10% per annum and no interest payments are due until the term of the loan.

Section 4.02 **Repayment:** Repayment of the entire Term Loan can be made in full at any time on or prior to expiration of the term of the loan 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 shall 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:

- [REDACTED]
- [REDACTED]

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 Twenty Thousand Dollar (\$20,000) Term Loan Agreement as of the date first written above (July 19, 2021).

**TALENT INFINITY CAPITAL FUND CORP.**

per:  \_\_\_\_\_  
Mr. Ron Ozols, CFO of the Company (Lender)

**MR. DERRICK GAON**

Per  \_\_\_\_\_  
Mr. Derrick Gaon, (Borrower)