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July 21, 2022

BY EMAIL

PRIVATE & CONFIDENTIAL

REKTRON AQ LIMITED

120 New Cavendish Street,
London, England W1W 6XX

Attention : Mr. Moises Michan Portillo and Mr. Sanjeev Shah Tolia, Directors

**RE: REKTRON AQ LIMITED
PROPOSED IPO AND LISTING ON THE CANADIAN SECURITIES
EXCHANGE**

Dear Sirs:

Mid Atlantic Capital Associations Inc. (the “**Consultant**” or “**Mid Atlantic**”) hereby offers to act as Consultant for Rektron AQ Limited, its parent company or any of its subsidiaries (“**Rektron**” or the “**Company**”) for a proposed listing by way of initial public offering (“**IPO**”) on the Canadian Securities Exchange (the “**CSE**”). This letter confirms the terms upon which the Company agrees to engage Mid Atlantic to act as a Consultant, on a non-exclusive basis in its efforts to list the shares of Rektron on the CSE.

Mid Atlantic hereby agrees to act as Consultant in respect of the proposed IPO, on the terms and conditions set out below:

1. Rektron agrees that Mid Atlantic will act as consultant on a non-exclusive basis in connection with the IPO and subsequent listing on the CSE.
2. MidAtlantic will facilitate the introduction of agents to act as sole and exclusive agent to the IPO (the “**Agent**”) to complete the IPO offering of a minimum of USD\$10,000,000 and up to USD\$15,000,000. The maximum amount will permit any over-allotment option provisions to be added.
3. The Company will prepare and file in selected Canadian Jurisdictions, with the assistance of the Consultant and legal counsel (“**legal counsel**”) and with the advice of auditors to the Company and the Consultant, a preliminary prospectus and final prospectus (collectively, the “**Prospectus**”) and obtain receipts therefore with respect to the IPO. The Company will work with the consultant and legal counsel to ensure the preparation and filing of the Prospectus, and all

other documentation that may be required for the IPO and the subsequent listing on the CSE. The Consultant's legal counsel will be entitled to participate fully in the preparation of the Prospectus, the CSE listing application or filings required for approval in connection with the IPO and the subsequent listing on the CSE and all related documentation. Prior to the filing of the final Prospectus and again at the closing of the IPO, the Consultant will receive comfort letters from the Company's auditors in respect of the financial statements included in the Prospectus, in form and content satisfactory to the Consultant and legal counsel. The Consultant will pay all of legal counsel's legal fees in connection with the IPO and the subsequent listing on the CSE. The Consultant will also act as principal intermediary between the Company and legal counsel.

4. In connection with the filing of the preliminary prospectus, the Company will also apply to have its common shares listed for trading on the CSE.
5. During the course of the IPO and the subsequent listing on the CSE, the Company shall allow the Consultant to conduct all due diligence investigations that the Consultant may reasonably require to fulfil their obligations as Consultant and to execute the certificate required of them in the Prospectus and, if applicable any amendments thereto. For the purposes of conducting due diligence, the Company will provide the Consultant on a timely basis with access to the management, employees, auditors and consultants of the Company, as well as to all of the books and records of the Company and will assist the Consultant and legal counsel in sourcing information useful and necessary to the Consultant in conducting their due diligence.
6. The Company agrees that if, during the term of the IPO and the subsequent listing on the CSE, it receives notice of, or discovers, any material change, actual or contemplated, or any event or the discovery of any fact which it believes is material to the business affairs of the Company, the Company will promptly notify the Consultant and legal counsel in writing of the full particulars thereof. With the input of the Consultant, the Company shall prepare and distribute such amendments to the Prospectus in the manner required pursuant to all applicable legislation and the Company shall provide to the Consultant such number of copies of the amendments as the Consultant or their counsel may reasonably request.
7. The Company hereby represents and warrants to Mid Atlantic that the execution and delivery of this Agreement by it, and the performance by it of its obligations hereunder, do not and will not violate, result in a breach of, or constitute a default under their respective constating documents or any agreement or understanding, which binds the Company.
8. The Company represents and warrants to Mid Atlantic that the Prospectus will contain full, true and plain disclosure of all material facts relating to the IPO and the subsequent listing on the CSE as required by applicable securities legislation. The Company hereby represents and warrants to Mid Atlantic that all information and documentation concerning the Company, the IPO and the subsequent listing on the CSE that is provided by the Company in connection with this engagement will be accurate and complete in all material respects, not

contain any untrue statement of any material facts and will not omit to state a material fact.

9. The Company will comply with all applicable laws, regulations and policies, whether domestic, foreign, national, federal, provincial, state or otherwise, applicable to the IPO and the subsequent listing on the CSE. In addition, the Company will retain, subject to Mid Atlantic's reasonable approval, legal, accounting and tax advisors experienced in these matters to work with the Consultant in effecting the IPO and the subsequent listing on the CSE. The Consultant will pay the fees and disbursements of legal counsel, accounting, tax advisors and ALL costs and expenses pertaining to the listing.
10. In consideration of the covenants and agreements herein set forth, this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement shall be effective as of the date hereof and shall terminate by either the Company or Mid Atlantic upon 30 days' written notice. Notwithstanding the foregoing, the rights and obligations of the parties set out in section 11 (expenses of the Consultant) and 20 (indemnity) hereto shall survive any withdrawal or termination of the IPO or the expiry or termination of this Agreement other than in accordance with (i) above.
11. Mid Atlantic has entered into a consulting agreement with Rektron by which Mid Atlantic will provide its consulting services in connection with the IPO and the subsequent listing on the CSE for an amount of USD\$250,000 payable in Rektron common shares based on the initial listing price on the CSE for the first year, subject to both parties agreeing to renew the services provided by Mid Atlantic thereafter. Mid Atlantic shall additionally receive 3 million options with an exercise price equal to the listing price of Rektron common shares on the CSE for a duration of 2 years. For the 12 months following listing on the CSE, the Company will give a valid mandate to Mid Atlantic to search for an investor relations firm who shall promote the affairs of the Company for recognition on social media and with various and recognized broker dealers.
12. Mid Atlantic will review the Company's corporate governance plan regarding board compositions, committees and mandates to ensure adequate representations of independent directors and compliance with corporate governance requirements pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices*.
13. Rektron shall mandate an auditing firm of its choice to provide audited financial statements that are IFRS compliant for the three most recently completed financial years in connection with the IPO and the subsequent listing on the CSE.
14. The Company shall pay Mid Atlantic or any other compliant nominee (and approved by the Company's Compliance Team) chosen by Mid Atlantic 5% of Rektron's evaluation as finder's fee in common shares, the whole in accordance with applicable securities legislation. The Company shall also pay common shares totaling 5% of Rektron's share capital.

15. Mid Atlantic engages with Michel Lebeuf Jr. and his Securities and Corporate Finance team of legal counsel to act as the Company's legal counsel for the IPO and subsequent listing on the CSE.
16. In performing its responsibilities under this Agreement, Mid Atlantic may utilize the services of its affiliates provided that it will be responsible to ensure that such affiliates comply with the terms of this Agreement. For the purposes of this Agreement and the indemnity, the terms "Mid Atlantic", "Consultant", "us", "we", "our" and like expressions will include such affiliates.
17. In carrying out our responsibilities hereunder, the Consultant will necessarily rely on information prepared or supplied by the Company and other sources believed by us to be reliable and will apply reasonable standards of diligence to any work which we perform hereunder in the nature of an assessment or review of data or other information. However, the Consultant will be entitled to rely on, and assume no obligation to verify, the accuracy or completeness of such information and under no circumstances will the Consultant be liable to the Company for any damages arising out of the inaccuracy or incompleteness of any such information.
18. During the term of this Agreement, the Company will provide Mid Atlantic and its counsel with the opportunity to review any press release of the Company prior to release.
19. After completion of the IPO and subsequent listing on the CSE, Mid Atlantic shall be entitled to place advertisements or announcements in financial and other newspapers, journals or other publications at their own expense describing their services in connection with the IPO and subsequent listing on the CSE.
20. The Company agrees to indemnify the Consultant and each of the Consultant's consultants, directors, officer and employees and save them harmless against all losses, (other than loss of profit), claims, damages or liabilities, incurred by each party related to or arising out of any activities performed or role assumed in connection with the IPO and subsequent listing on the CSE. For the purpose of this Agreement, all losses are specific to any losses incurred related to specific activities performed or role assumed only to do with the IPO and subsequent listing on the CSE.
21. As soon as practicable following the acceptance hereof by the Company, the Company will:
 - a. obtain, to the extent not already obtained, all necessary regulatory consents and approvals required in order to give effect to the IPO and subsequent listing on the CSE;
 - b. arrange for the listing of the common shares of the Company (including, for greater certainty, common shares issuable upon exercise of any warrants issued in connection with the IPO and subsequent listing on the CSE; and

- c. make all necessary filings and use reasonable best efforts to obtain all other necessary regulatory and other consents and approvals required in connection with the IPO and subsequent listing on the CSE.
22. Neither party may assign all or part of its interest in or to this Agreement without the consent of the other party in writing. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and indemnified parties.
23. In consideration of the mutual covenants set forth herein and the Consultant's willingness to pursue this transaction, the Company shall not, except as expressly contemplated herein, directly or indirectly, without the Consultant's prior written consent, initiate or hold discussions with, or provide any information to, any person acting as broker dealer to propose the listing on the Company shares on the CSE or on any other recognized Canadian stock exchange for 12 months from the date hereof. The Company will promptly notify the Consultant by written notice and thereafter confirm in writing if any such discussions or negotiations are sought to be initiated with, or any such proposal or possible proposal is received by the Company or its officers, managers, members, advisors or Affiliates and shall indicate in reasonable detail the identity of the person making and the terms and conditions of such proposal, inquiry or contact. In the event the Company receives an unsolicited offer relating to a type of transaction described above, the Company shall promptly inform the person making such unsolicited offer of the existence of this provision, and the Company shall decline to entertain such offer. In case of any breach of this clause 23, the Company shall pay a break-up fee of CDN\$250,000.

This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein and the parties irrevocably attorn and submit to the jurisdiction of the court of the district of Vancouver, British Columbia with respect to any dispute related to this Agreement.

This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, between Mid Atlantic and the Company with respect to the IPO of the Company and its subsequent listing on the CSE.

Mid Atlantic welcomes this opportunity to act as consultant for the Company in connection with the IPO and the subsequent listing on the CSE. Should you wish to

accept this offer, please sign and return one signed copy of this letter to our attention whereupon this letter shall become a binding agreement.

Yours very truly,

MID ATLANTIC CAPITAL ASSOCIATES LTD.



Per: Charlie D. Flynn, CEO

Accepted this 21th day of July 2022.

REKTRON AQ LIMITED



Per: Moises Michan Portillo, Director



Per: Sanjeev Shah Tolia, Director