

INVESTMENT AGREEMENT dated as of the 22nd day of June, 2019

BETWEEN:

HK Datang Investment Holding Corp., a corporation with offices at Hong Kong, PRC (hereinafter referred to as “**HKD**”)

AND:

DeepMarkit Corp., a corporation with offices at Calgary, Alberta, Canada (hereinafter referred to as the “**Corporation**”)

WHEREAS:

- (1) HKD wishes to make an investment in the Corporation resulting in a controlling equity position, subject to conditions relating to the restructuring of the Corporation described herein;
- (2) HKD proposes to continue the business of the Corporation, and to expand the business operations of the Corporation and to investigate new business opportunities for the Corporation in the Asian markets; and
- (3) HKD and the Corporation have agreed to enter into this Agreement in order to give effect to the Transaction described herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree and covenant as follows:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) “**Agreement**” means this Investment Agreement, including all amendments and modifications hereto “hereof”, “herein”, “hereto” and similar expressions mean and refer to this Agreement as a whole and not to any particular part;
- (b) “**Closing**” means the closing of the Transaction described herein;
- (c) “**Closing Date**” means that date upon which the Transaction is completed on the terms and conditions set forth herein, which shall be August 7, 2019, unless otherwise agreed to by the Parties;
- (d) “**Corporation**” means DeepMarkit Corp. a public Canadian company;
- (e) “**Debentures**” means \$2,000,000 (CAD) in principal amount of 12% Participating Debentures of the Corporation which are outstanding as at the date of this Agreement;
- (f) “**Debenture Amending Agreement**” means the agreement to be entered into between the Corporation and all of the holders of the Debentures, amending the terms of the Debentures as described in Section 4 hereof;

- (g) **“Parties”** means the parties to this Agreement;
 - (h) **“Investment”** means the purchase by HKD of 29,527,120 common shares of the Corporation (on a post consolidation basis as described herein) at a price of \$0.075 (CAD) per share for a total investment amount of \$2,214,535 (CAD); and
 - (i) **“Transaction”** means the transaction evidenced by this Agreement whereby HKD and the Corporation will use their best efforts to satisfy the conditions precedent set out herein and, assuming satisfaction of all such conditions precedent, will complete the Investment.
- 1.2 Terms defined in the Preamble shall carry the same meanings in this Agreement. Any word or expression otherwise defined in this Agreement shall have the meaning respectively ascribed thereto notwithstanding that such definition does not appear in Section 1.1 hereof.
- 1.3 In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders; and words importing persons shall include corporations.

2. PURCHASE AND SALE OF COMMON SHARES

- 2.1 Subject to the terms and conditions set forth herein and specifically the satisfaction of all conditions precedent set out in Section 3 of this Agreement, HKD hereby agrees to purchase, and the Corporation hereby agrees to sell only to HKD on the Closing Date, 29,527,120 common shares of the Corporation on a post consolidation basis, at a price of \$0.075 (CAD) per share for a total purchase price of \$2,214,534 (CAD).

3. CONDITIONS PRECEDENT

- 3.1 **Mutual Conditions Precedent.** The obligations of the Parties to complete the Investment, are subject to the following conditions precedent:
- (a) at the Closing Date, the Corporation shall have completed a share consolidation on a one for ten basis consolidating the current 114,827,733 outstanding common shares to 11,482,773 common shares;
 - (b) at the Closing Date, shareholders of the Corporation shall have approved the Investment and the establishment of HKD as a “control person” of the Corporation;
 - (c) at the Closing Date, TSX Venture Exchange shall have approved the Investment, the establishment of HKD as a “control person” and the Debenture Amending Agreement;
 - (d) at the Closing Date, the Corporation shall have received all required federal or provincial government approvals relating to the Transaction;
 - (e) at the Closing Date, the Corporation shall have entered into the Debenture Amending Agreement; and
 - (f) at the Closing Date, HKD and the Corporation shall have entered into a subscription agreement and HKD shall have provided subscription documents that comply with Canadian securities laws and the rules of the TSX Venture Exchange.

If any such conditions shall not be fulfilled at or prior to the Closing Date this Agreement shall terminate each of the Parties shall be released from all rights and obligations hereunder.

3.2 **HKD Conditions Precedent.** In addition to the mutual conditions precedent set out in Section 3.1 above, the obligation of HKD to complete the Transaction is subject to the fulfilment of each of the following conditions precedent, unless waived in writing by HKD.

- (a) **Corporation's Representations and Warranties.** At the Closing Date, all representations and warranties of the Corporation contained in Section 5.2 herein, shall be true at the Closing Date, with the same effect as if made on and as of such date.
- (b) **Closing Documents.** The Corporation shall have executed and delivered to HKD all documents as HKD may reasonably request for the purposes of effecting the Investment and evidencing the restructuring elements associated with the satisfaction of the conditions precedent.
- (c) **No Litigation.** At the Closing Date, no legal proceedings or regulatory actions or proceedings shall be in existence, threatened or contemplated against the Corporation which may, if determined adversely, have a material adverse effect on the completion of the Transaction.
- (d) **Option Cancellation.** At the Closing Date, all options to purchase common shares of the Corporation shall have been cancelled.
- (e) **No Debt.** At the Closing Date, the Corporation shall have no debt other than the Debenture debt and normal day-to-day operating expenses and trade payables. If there is any debt to the CEO of the Corporation related to operating or other expenses paid prior to the Closing date, such debt shall be repaid to the CEO out of tax credits received by the Corporation subsequent to the date of this Agreement but only up to the amount of such tax credits received.
- (f) **No Material Adverse Change.** At the Closing Date there shall have been no material adverse change in the business or affairs of the Corporation from that state of affairs evidenced by the financial statements and Management Discussion and Analysis of the Corporation for the three months ended March 31, 2019.

If any such conditions shall not be fulfilled or waived in writing by HKD at or prior to the Closing Date, HKD may rescind this Agreement by written notice to the Corporation and, in such event, HKD and the Corporation shall be released from all rights and obligations hereunder.

3.3 **Corporation's Conditions Precedent.** In addition to the mutual conditions precedent set out in Section 3.1 above, the obligation of the Corporation to complete the Transaction contemplated herein, is subject to the fulfilment of each of the following conditions precedent, unless waived in writing by the Corporation.

- (a) **HKD's Representations and Warranties.** At the Closing Date, all representations and warranties of HKD contained in Section 5.1 herein, shall be true at the Closing Date, with the same effect as if made on and as of such date.

- (b) **Payment of the Investment Funds.** On or prior to the Closing Date, HKD shall have delivered to the Corporation and the Corporation shall have received the Investment funds of \$2,214,535 (CAD) by bank wire transfer.

If any such conditions shall not be fulfilled or waived in writing by the Corporation at or prior to the Closing Date, the Corporation may rescind this Agreement by written notice to HKD and, in such event, the Corporation and HKD shall be released from all rights and obligations hereunder and this Agreement shall be terminated.

- 3.4 All of the parties agree with each other to use all reasonable efforts until the Closing Date to ensure that all of the conditions precedent, as set forth in this Article 3, shall be satisfied and all covenants and agreements herein made by them shall have been performed.

4. DEBENTURE AMENDING AGREEMENT

- 4.1 At the Closing Date, the Corporation and the holders of the Debentures shall have entered into an agreement providing for:

- (a) the immediate repayment of \$1,000,000 (CAD) owing under the Debentures;
- (b) the elimination of all “Participation Interest” as described in the Debentures;
- (c) the reduction of the “Basic Interest” rate as described in the Debentures from 12% per to 10% per annum;
- (d) the deferral of “Basic Interest” payments under the Debentures from the Closing Date to the maturity date as set out in the Debentures;
- (e) a provision whereby on the date which is one year from the Closing Date, the Corporation shall repay the entire amount outstanding on the Debentures, including accrued “Basic Interest” provided that, where the common shares of the Corporation have traded on the TSX Venture Exchange at or above the price of \$0.33 (CAD) per share for the twenty (20) trading days preceding such anniversary date, then in such event the principal amount owing under the Debentures shall be converted to common shares of the Corporation at a conversion price of \$0.33 (CAD) per Share and any accrued interest will be waived; and
- (f) in the event of the conversion of the Debentures into common shares as contemplated in (e) above, the holders of the Debentures shall enter into an escrow agreement relating to the common shares issued on conversions, providing for the release from escrow on the following terms:
 - (i) 25% of the escrowed shares on July 14, 2021 and 25% of the escrowed shares on the expiry date of each six-month period thereafter; provided that if the common shares of the Corporation trade at a price less than \$0.33 (CAD) at any point during any six-month period following conversion of the Debentures, 25% of the escrowed shares shall be immediately released and this provision shall apply to each subsequent six-month period following conversion.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 HKD hereby represents and warrants to the Corporation and acknowledges that the Corporation is relying on such representations and warranties in entering into this Agreement, that to the best of HKD's knowledge, information and belief:
- (a) it has the capacity to enter into this Agreement, the Transaction and all other documents contemplated herein; and
 - (b) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms.
- 5.2 The Corporation hereby represents and warrants to HKD and acknowledges that HKD is relying on such representations and warranties in entering into this Agreement, that to the best of the Corporation's knowledge, information and belief:
- (a) it has the capacity to enter into this Agreement, the Transaction and all other documents contemplated herein; and
 - (b) this Agreement has been duly executed and delivered by the Corporation and is valid and binding upon the Corporation accordance with its terms.
- 5.3 The representations and warranties of the Parties as contained in this Article 5 and elsewhere in this Agreement shall survive the Closing Date for a period of two (2) years.

6. GENERAL PROVISIONS

- 6.1 The Purchaser and the Vendors shall each pay their own expenses incidental to the preparation of this Agreement and all other matters relating to the Transaction, through the Closing Date. Notwithstanding the foregoing, it is contemplated that following successful completion of the Transaction, the Corporation may reimburse HKD for its reasonable due diligence expenses incurred in connection with the Transaction.
- 6.2 On or after the Closing Date, the Corporation will facilitate the appointment of three HKD nominees to the Board of Directors of the Corporation.
- 6.3 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. No Party shall assign its rights or delegate its obligations hereunder voluntarily or by operation of law, without the prior written consent of the other Parties.
- 6.4 The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such Party's right thereafter to enforce any provision or exercise any right.
- 6.5 Subject to specific terms in this Agreement to the contrary, no modification or amendment to this Agreement shall be valid unless made in writing and duly executed by all of the Parties.
- 6.6 This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated hereby. Any and all previous discussions, agreements and

understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

- 6.7 Subject to the specific terms in this Agreement to the contrary, any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.
- 6.8 If any term, part or provision of this Agreement is declared unenforceable, illegal, or in conflict with any laws to which this Agreement is subject, such term, part or provision shall be considered severed from this Agreement, the remaining portions thereof shall not be affected and this Agreement shall be construed and enforced as if it did not contain that term, part or provision.
- 6.9 Time is of the essence of this Agreement and of all related documents and instruments.
- 6.10 There are no implied covenants or agreements contained in this Agreement other than those of good faith and fair dealing.
- 6.11 The Parties each acknowledge that they have been advised of the tax, corporate and securities laws consequences of the Transaction by their own advisers, and that they are relying on their own advisers in determining their respective consequences in connection with the Transaction.
- 6.12 This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.
- 6.13 Any notice to be provided under this Agreement may be given by email to any designated email address for each Party or to the legal representative of such Party.
- 6.14 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the parties irrevocably hereby attorn to the jurisdiction of the courts of Alberta, and all courts competent to hear appeals therefrom.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

THE CORPORATION:

DEEPMARKIT CORP.

Per: (signed) "*Darold Parken*" _____
Darold Parken
President and Chief Executive Officer

HKD:

HK DATANG INVESTMENT HOLDING CORP.

Per: (signed) "*Jason He*" _____
Jason He
Chairman