MARKETING AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS MARKETING AND INTELLECTUAL PROPERTY LICENSE AGREEMENT (the "Agreement") made as of the 30th day of September, 2014 ("Effective Date").

BY AND BETWEEN:

Prospector Technologies Inc., a corporation organized under the laws of Colorado ("Licensor") having an address at**8123 South Interport Blvd #A**, Denver, CO 80112 and the licensor of the "License" to "Intellectual Property" as defined herein ("**Prospector Technologies Inc.**"),

AND

1008324 B.C. LTD a B.C. company("Licensee", the "Company") having an address at 1200 - 750 West Pender St. Vancouver, BC V6C2T8.

WHEREAS

A. The Licensorhas100% ownership of all rights, title, and interests to the Intellectual Property described in as Exhibit "A" (hereinafter the "Intellectual Property"); and

B. Licensee desires to gain rights under the Intellectual Property, and to commercialize and market current and future products and services covered by the Intellectual Property in the Territory (as defined herein); and

C. Licensor is willing to grant to Licensee, and Licensee accepts from Licensor, an exclusive license to the Intellectual Property for the Territory (as defined herein) in accordance with the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the preceding recitals and of the following terms, conditions, and Promises, the Parties hereby covenant and agree as follows:

1. DEFINITIONS IN THIS AGREEMENT

1.1."Affiliate" is a corporation of which more than 20% of the voting shares are owned by a Party, or which owns more than 20% of the voting shares of a Party.

1.2."Intellectual Property" shall have the meaning set forth in the Recitals and as described in Exhibit "A.

1.3. "Licensed Process" means any process covered by a claim of the Intellectual Property or a Claim of any other patent rights licensed under this Agreement as branded under the **"Prospector Technologies Inc."** brand. A Licensed Process also includes the provision of any service using a Licensed Product.

1.4. "Licensed Product" means any **"Prospector Technologies Inc."** branded article, software, program, commercial product or system, unit, proprietary hardware product, or component part and for sales retail or wholesale and covered by a claim of the Intellectual Property, or a claim of any other rights licensed under this Agreement.

1.5. "Gross Revenues" means one hundred percent (100%) of the pre-tax revenue or other consideration received by the Licensee or any sub-licensee, from all sources whatsoever as restricted to the Territory (as defined herein), from the sale, transfer, assignment, licensee or sub-license of Licensed Products or Licensed Process using the Intellectual Property less the following ("Exclusions"); (a) cash, trade, or quantity discounts actually given, (b) rebates allowed or granted to governmental agencies or other payors, (c) credits, returns, and replacements, (d) taxes or duties, including sales taxes and duties, incurred by reason of the sale of or use such products as required in the Territory, and (e) shipping costs, all of which calculated and determined under US GAAP consistently applied.

1.6. "Term" means the three (3) year period starting from the date of this Agreement.

1.7."Territory" means Canada, continental Europe, and other countries outside of the United States of America, Canada and Europe by mutual agreement in writing.

2. GRANT OF LICENCE

2.1. Grant of License: During the Term (as defined herein), Licensor, hereby grants Licensee an exclusive, licence in the Territory, in and to the Intellectual Property to make, have made, use, sell, offer for sale, export and sub-license (in accordance with the terms hereof)the Licensed Products and Licensed Process, subject to the terms and conditions outlined in this Agreement ("License"):

2.1.1. This Agreement does not grant any ownership rights to the Intellectual Property or any other rights except as specifically granted herein.

2.2. Sub-licensing: Licensee may grant a sub-license to the Licensed Products and Licensed Process as described herein provided that any sub-license must be subject to the terms and conditions of this Agreement, including the payment of the royalty to Licensor, and Licensee hereby guarantees the payment of all royalties required to be paid by any sub-licensee to Licensor and sub-license must be approved by Licensor in writing, such approval is not to be unreasonably withheld by Licensor.

2.2.2. Except as may otherwise be agreed to by the Licensor acting on behalf of itself, the termination of this Agreement will cause an immediate termination of any sub-license agreement.

2.2.3. Any sub-licensee shall not have the right to sell, assign, transfer, convey or further sub-license any rights and privileges obtained under its agreement with Licenseewithout the written approval of Licensor.

2.2.4. Prior to the grant of any sub-license by Licensee, Licensee will provide Licensor with (a) the name, address, and principal officer of the sub-licensee and (b) the terms and condition of the sub-license arrangement and the benefits to both Licensee and Licensor, and Licensor will promptly approve the sublicense within 30 days or provide substantial reasons why the sublicense is not in the best interests of Licensor and Licensee.

2.3 This Agreement does not grant any rights to any intellectual property except as specifically granted. A license to permit any other use of any intellectual property other than as explicitly granted in this Agreement must be negotiated separately. Licensee is licensed to have licensed Products made or sold by or to have Licensed Processes practiced by agents of Licensor.

3. CONSIDERATION AND REPORTING

3.1. License Fees, Royalties and Taxes: This License is being granted to Licensee, and Licensee hereby agrees to deliver to the Licensor, a cash payment totallingUSD$500,000 (Schedule attached as Exhibit "C"), and an aggregate of 13,000,000 common shares in the capital of the Licensee/Company.

In addition, Licensee and any sub-licensee granted rights under this Agreement shall agree to pay a royalty of 8% of the Gross Revenues (as defined herein) to Licensor for ongoing and additional product development for continued enhancements, new product offerings, technological support as relating to the Licensed Products or Licensed Process using the Intellectual Property and for other actions by the Licensor to the benefit of the Licensee or applicable sub-licensee. From time to time, the Licensee and Licensor will negotiate lower or higher royalties in order to be responsive to market conditions, for example when there pressure to keep costs and prices low or alternatively, when there are unique highly profitable opportunities to both Licensee and Licensor to cooperate to achieve higher profits. This royalty will be calculated on a gross sales basis, and paid to Licensor within 30 calendar days following the end of each calendar quarter (each a ("Payment Date"). Licensor, at its option, may terminate this Agreement if any royalty, including amount due from any sub-licensee, is not paid to Licensor within ninety (90) days from a respective Payment Date.

4. MARKING OF INTELLECTUAL PROPERTY RIGHTS

4.1.INTELLECTUAL PROPERTY Marking: The Licensee and any sub-licensee will mark all Licensed Products in a manner consistent with their current intellectual property marking practices for their own products provided appropriate notice is given under the relevant statutes. Where marking is to be performed but the Licensed Product cannot be marked, the patent notice shall be placed on associated tags, labels, packaging, or accompanying documentation either electronic or paper as appropriate. The obligations required of the Licensee and sub-licensee shall be satisfied by including a notice, as may be updated from time to time, of the form consistent with the brand as defined and updated by the Licensor.

5. ADDITIONAL OBLIGATIONS OF THE LICENSEE

5.1. The Licensee, in addition to its obligations described elsewhere in this Agreement shall use commercially reasonable efforts to:

(a) Actively market and sell **Prospector Technologies Inc**. products in a professional manner in the Territory.

5.2. Marketing and Technical Support: Licensor shall provide marketing and technical assistance to Licensee or sub-licensees relating to the use of the Intellectual Property at no cost unless extraordinary efforts are required in which case, Licensee and Licensor will agree on how to handle the costs between them.

6. PUBLICITY

6.1. Announcements: Licensee shall not make any public announcement regarding this Agreement or the terms thereof without the prior approval of Licensor.

6.2. Use of Licensor's Name: Licensee may not use Licensor's name, any abbreviations, words, or images that apparently refer to Licensor, or any trade name, trademark, or service mark owned by Licensor without the prior written consent of Licensor. Licensor will undertake in its reasonable discretion, if requested in writing by Licensee, to approve in advance any proposed use of its name. In the event Licensee inadvertently uses Licensor's name or other marks without prior approval from Licensor, Licensee shall promptly notify Licensor and shall use its best efforts to withdraw from circulation any written material containing such an unapproved use.

7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Ownership: Licensor represent that they own100% of all rights to the Intellectual Property not already in the public domain or used under existing license that are necessary for granting a license pursuant to this Agreement.

7.2. Non-Warranty of Validity: Licensor does not warrant the validity of the Intellectual Property and makes no representation as to its scope. Licensor disclaim any warranty of non-infringement of the rights of others under any present or future intellectual property.

8. INFRINGEMENT

8.1. Decision to Assert: Licensor reserves the right in its sole discretion to decide what actions to take in the event that either Licensee or Licensor identifies an infringement of the Intellectual Property licensed under this Agreement. Licensor will be under no obligation to assert the Intellectual Property against any alleged infringer. Licensee agrees that it shall not initiate any action against alleged infringers and shall not be entitled to recover damages for infringement from any infringer, provided that the Licensee shall notify the Licensor forthwith of any infringement of the Intellectual Property rights that it becomes aware of.

9. LIMITATION OF LIABILITY

9.1. No Liability: Licensor shall not be responsible for any losses due to Licensee actions and accepts no liability for indirect or consequential damages whatsoever. For greater certainty, Licensor accepts no liability for direct, indirect or consequential damages whatsoever even if Licensor has been advised of the possibility of such damages, including, but not limited to, business interruption, lost business revenue, lost profits, failure to realize expected savings, economic loss, loss of data, loss of business opportunity or any claim against licensee by any other party.

10. DURATION AND TERMINATION

10.1. Effective Date and Duration: This Agreement shall become effective as of the Effective Date upon receipt by Licensor of a signed copy of this Agreement. The rights and obligations of this Agreement shall remain in effect during the Term, except as may otherwise be terminated herein.

10.2. Termination by Licensor: Except as stated in Section 10.3, if Licensee defaults or breaches any provision of this Agreement, Licensor, at its option, may terminate this Agreement by providing written notice to Licensee of such default or breach.

10.3. Reparations for Default or Breach: Except for breaches or defaults under Section 3.1 or Section 3.2, if, upon receipt of Licensor's notice of termination of this Agreement, Licensee cures the default or breach within thirty (30) days after notice is given, this Agreement shall continue in full force and effect.

11. GENERAL TERMS AND CONDITIONS

11.1. Prior Agreement: This Agreement supersedes all prior communications, negotiations and agreements, written or oral, concerning the same subject matter.

11.2. Entire Agreement: This Agreement represents the entire Agreement between the Parties as of the Effective Date hereof and may only be subsequently altered or modified by an instrument in writing, signed by the Parties, which expressly states the intention of affecting this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

11.3. Waiver: A failure by any of the Parties to assert rights arising from any breach ordefault of this Agreement shall not be regarded as a waiver of rights. No waiver ortoleration implies any continuing or future waiver of rights.

11.4. Assignment: This Agreement and everything herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties hereto, but shall not be assigned, sub-licensed, transferred, conveyed, or encumbered by Licensee or Licensor except to the extent otherwise herein expressly provided. Licensor may assign this Agreement, without the prior consent of Licensee, to any successor to the business of Licensor or to an acquirer of all or substantially all of the assets of Licensor.

11.5. Addresses: Any notice contemplated by this Agreement, unless a different address is subsequently notified by one party to the other in writing, must be sent to the address stated at the beginning of this Agreement where the Parties are identified, either by registered mail and then it is deemed to be an effective notice five days after it is sent, or by courier or facsimile, and then it is an effective notice only when acknowledged by an official receipt or a return facsimile transmission.

11.6. Choice of Law: This Agreement shall be interpreted according to the laws of British Columbia, Canada. All material legal conflicts not resolved shall at torn to the courts in the Province of British Columbia under relevant Provincial or the Federal laws of Canada.

11.7. Counterparts: This Agreement may be signed in counterparts and delivered electronically by fax or scan, each of which will be deemed to be an original and together will be deemed to constitute the same intrusment.

Prospector Technologies Inc.
Signed by LICENSOR this 30th day of September, 2014

By: *"Chris Dorris"*

Name: Chris Dorris
Title: Chris Dorris, President/CEO

1008324 B.C. Ltd.
Signed by LICENSEE this 30th day of September, 2014

By: *"Greg Clark"*

Greg Clark
Title: President, Sole Director

Exhibit “A”

Prospector Guardian

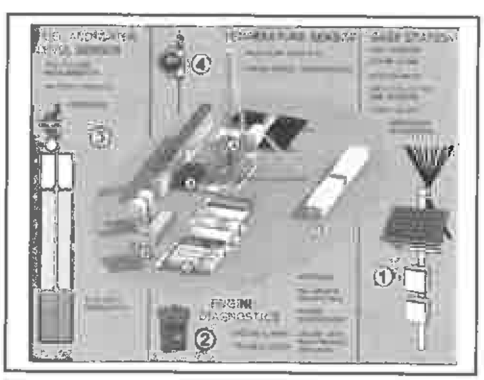
Description of Intellectual Property:

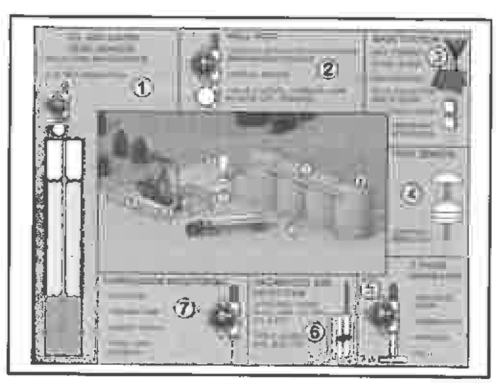
Prospector ™is a turnkey, wireless sensor based, persistent monitoring and data mining technology. It combines real-time critical monitoring of fluid levels, temperatures, engines, safety, and video in one package. This information is compiled and exported offsite to a centralized operations center where it is processed and viewed connecting information to expertise. **Prospector ™** is configurable for the following application: ***Exploration, Productions Site, Coil Tubing, Fracking, and Workover.***

The **Prospector ™**system consists of two main parts.

1. **Field components**
   a. The basic architecture of the fielded system consists of the following hardware: Base station (black box), wireless sensors, and communication array.

2. **Web Components**
   a. This segment includes the web-based graphical user interface (GUI), cloud server, and database. This is where you access the reports and real-time data.



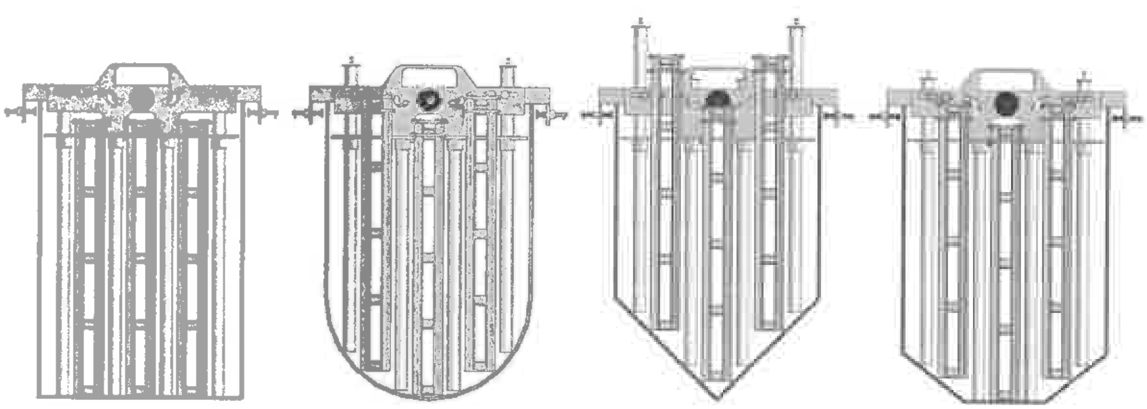


Ditch Demon

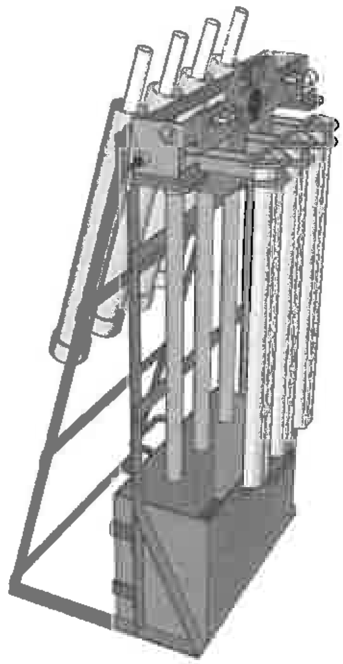
Description of Intellectual Property:

Practical Application—Part A Mud Pump Protection

To accommodate ditches of different shapes, the Ditch Demon incorporates a floating collector and turbulence generator design, allowing it to adapt to any shape of ditch while eliminating the need for costly custom sizing.



At periodic intervals, utilizing our mag-neutral stand, samples are taken and analyzed (or quickly disposed of if not using the Part B functions of the Ditch Demon). With no high pressure spraying or scraping required, this process is quick and efficient.



Practical Application—Part B Drilling Optimization

The collected particles are processed and analyzed. The Ditch Demon's proprietary algorithm and software uses those results in conjunction with WITS rig data to forecast the following:

Pipe wear analysis

Casing wear analysis

Drag and hydraulic analysis

Failure points along the drill string

Bit and motor failure projections

Exhibit "C"

Schedule of Cash payments for territories outside of the USA and USA provinces:

Company agrees to pay $300,000 for Prospector and $200,000 for Ditch Demon with minimum payments of $25,000.00 over the course of the agreement from operating capital if available. If this agreement is terminated for any reason balance shall be paid in full within 5 business days.

Schedule of Stock issuance of 13,000,000:

13,000,000- Due before listing on the Canadian Stock Exchange

Other:

Upon the signing of this license agreement, Chris Dorris agrees to the appointment of CEO, President and director of company. See Chris Dorris Employment Agreement.