**Employment Agreement**

THIS AGREEMENT made as of the 19th day of November, 2014 , between

8.5:1 Entertainment Inc., a corporation incorporated under the laws of the Province of Ontario,

and having its principal place of business at 5 Cardinal Court, St. Thomas, ON, N5P0C5 (the "Employer");

and Andrew Best, of the City of London in the Province of Ontario

(the "Employee").

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the

Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the

sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill,

ability, experience and talents, perform all of the duties required of his position. In carrying out

these duties and responsibilities, the Employee shall comply with all Employer policies,

procedures, rules and regulations, both written and oral, as are announced by the Employer from

time to time. It is also understood and agreed to by the Employee that his assignment, duties and

responsibilities and reporting arrangements may be changed by the Employer in its sole

discretion without causing termination of this agreement.

2. Position Title

As a Video Game Designer, the Employee is required to perform the following duties and undertake

the following responsibilities in a professional manner.

(a)- Monitor and report on the operation of the game

(b) – Troubleshoot and repair technical issues with programming

(c) – Develop new content as prescribed by management team

(d) – oversee and advise on all technical aspects of the operations of the game

(e) Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the

rate of $6720.00 for the term of 4 (four) months. This will be paid biweekly and such payments shall be subject to such normal statutory deductions by the Employer.

(b) This contract may be extended after the duration of 4 months.

(c) The salary mentioned in paragraph (l)(a) shall be review on an ongoing basis.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming

same have been authorized prior to being incurred and with the provision of

appropriate receipts.

4. Probation Period

It is understood and agreed that the first ninety days of employment shall constitute a

probationary period during which period the Employer may, in its absolute discretion, terminate

the Employee's employment, for any reason without notice or cause.

5. Termination

(a) The Employee may at any time terminate this agreement and his employment by

giving not less than two weeks written notice to the Employer.

(b) The Employer may terminate this Agreement and the Employee’s employment at

any time, without notice or payment in lieu of notice, for sufficient cause.

(c) The Employer may terminate the employment of the Employee at any time

without the requirement to show sufficient cause pursuant to (b) above, provided

the Employer pays to the Employee an amount as required by the Employment

Standards Act 2000 or other such legislation as may be in effect at the time of

termination. This payment shall constitute the employees entire entitlement

arising from said termination.

(d) The employee agrees to return any property of 8.5:1 Entertainment Inc.

at the time of termination.

9. Non- Competition

(1) It is further acknowledged and agreed that following termination of the

employee’s employment with 8.5:1 Entertainment Inc. for any reason the employee

shall not hire or attempt to hire any current employees of 8.5:1 Entertainment Inc.

(2) It is further acknowledged and agreed that following termination of the

employee’s employment with 8.5:1 Entertainment Inc. for any reason the employee

shall not solicit business from current clients or clients who have retained

8.5:1 Entertainment Inc. in the 6 month period immediately preceding the employee’s

termination.

10. Laws

This agreement shall be governed by the laws of the Province of Ontario.

11. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable

opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a) The Employee has had such independent legal advice prior to executing

this agreement, or;

(b) The Employee has willingly chosen not to obtain such advice and to

execute this agreement without having obtained such advice.

12. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any

and all prior oral or written agreements or understandings pertaining to the employment of the

Employee by the Employer and shall be amended or modified only by written instrument signed

by both of the parties hereto.

13. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be

unenforceable or invalid then said article or part shall be struck and all remaining provision shall

remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be

executed by its duly authorized officers and the Employee has set his hand

as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

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[Name of employee]

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[Signature of Employee]

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[Name of Employer Rep]

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[Signature of Employer Rep]