

FORM 8

NOTICE OF PROPOSED PROSPECTUS OFFERING

Please complete the following:

Name of Listed Issuer: SponsorsOne Inc. (the "Issuer").

Trading Symbol: SPO

Date: May 16, 2018

Is this an updating or amending Notice: No

If yes provide date(s) of prior Notices: N/A.

Issued and Outstanding Securities of Issuer Prior to Proposed Prospectus Offering:

30,409,712.

Date of News Release Announcing Proposed Prospectus Offering: May 16, 2018 .
(or provide explanation if news release not disseminated yet and expected date or circumstances that are expected to trigger news release dissemination)

1. Prospectus Offering

1. Description of securities to be issued:

(a) Class:

A combination of Special Warrants and Units. The Special Warrants are convertible into Units. The Units consist of 1 common share and 1/2 common share purchase warrant. Each whole warrant will be convertible into 1 common share for a period of 1 year from closing for \$0.30 provided that if the closing price at which the Common Shares trade exceeds \$0.55 for five (5) consecutive trading days at any time following the date that is four months and one day after the closing date, the Corporation may accelerate the expiry date of the Warrants (the "Reduced Warrant Term") to the date that is twenty-one (21) calendar days following the date a press release is issued by the Corporation announcing the Reduced Warrant Term. In the event that the Special Warrants are not cleared by a final Prospectus within 60 days of the Closing Date, an additional 0.1 Common Share will be issued for every Special Warrant (the "Penalty Shares"). The offering includes 16,666,667 Units at \$0.30 per Unit for gross proceeds of \$3,000,000 plus and over-allotment option (the "Over-Allotment) for an additional 5,555,556 for additional gross proceeds of \$1,000,000.

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(b) Number:

39,788,890 (including the OverAllotment and the Penalty Shares) including:

22,222,223 Common Shares under the Special Warrants and Units

11,111,111 Common Shares under the Warrants

2,222,222 Penalty Shares

2,222,223 Common Shares Under the Agents Option Units

1,111,111 Common Shares under the Agent Option Warrants

600,000 Common Shares under the Agent's Compensation Units

300,000 Common Shares under the Agent's Warrants

(c) Price per security:

Special Warrants and Units are \$0.18 and all warrants are exercisable at \$0.30 .

(d) Voting rights 1 vote per Common Share .

2. Provide details of the net proceeds to the Issuer as follows:

(a) Per security: \$0.162 .

(b) Aggregate proceeds: \$3,600,000 (including the Over-Allotment) .

3. Provide description of any Warrants (or options) including:

(a) Number:

12,522,222 including:

11,111,111 Warrants under the Special Warrants and Units

1,111,111 Agent's Option Warrants

300,000 Agent's Compensation Warrants

(b) Number of securities eligible to be purchased on exercise of Warrants (or options):

12,522,222

(c) Exercise price:

\$0.30 .

(d) Expiry date:

Warrants: 1 year from closing provided that if the closing price at which the Common Shares trade exceeds \$0.55 for five (5) consecutive trading days at any time following the date that is four months and one day after the closing date, the Corporation may accelerate the expiry date of the Warrants (the "Reduced Warrant Term") to the date that is twenty-one (21) calendar days following the date a press release is issued by the Corporation announcing the Reduced Warrant Term .

Agent's Option Warrants and Agent's Compensation Warrants: 24 months from Closing. .

(e) Other significant terms N/A .

4. Provide the following information if debt securities are to be issued: N/A

(a) Aggregate principal amount _____ .

(b) Maturity date _____ .

(c) Interest rate _____ .

(d) Conversion terms _____ .

(e) Default provisions _____ .

5. Details of currently issued and outstanding shares of each class of shares of the Issuer:

30,409,712 Common Shares

3,335,000 Stock Options

11,766,332 Warrants

1,568,440 Special Warrants are being issued today under the Private Placement which forms part of the Offering

6. Describe any unusual particulars of the offering (i.e. tax “flow through” shares, special warrants, etc.).

N/A _____ .

7. Provide details of the use of the proceeds:

The net proceeds are proposed to be used to refine and further the development of SponsorsCloud and SponsorCoin and to fund their launch in the initial business segments of fashion (“Fashion Vertical”), specialty food (“Specialty Food Vertical”) and e-gaming (“eGaming Vertical”) and for general working capital purposes in the following manner (assuming no exercise of the Over-Allotment Option):

Fashion Launch	\$ 300,000
Specialty Food Launch	\$ 300,000
Product Development	\$ 500,000
eGaming Launch	\$ 500,000
Working Capital	<u>\$1,100,000</u>
Total	\$2,700,000

If the Over-Allotment Option is fully exercised, the additional gross proceeds to the Corporation will be \$1,000,000 and the additional aggregate net proceeds to be received by the Corporation after payment of the additional Agents’ Fee of \$100,000 (assuming the Agent places all of these Special Warrants), will be \$900,000. Additional net proceeds from the exercise of the Over-Allotment Option, if any, is expected to be added to general working capital. _____ .

8. Provide particulars of any proceeds of the offering which are to be paid to Related Persons of the Issuer: N/A.
9. Provide details of the amounts and sources of any other funds that will be available to the Issuer prior to or concurrently with the completion of the offering: N/A.
10. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the offering (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker, finder or other person receiving compensation in connection with the offering (name, address, beneficial ownership where applicable):
- The Corporation has engaged Emerging Equities Inc. as the exclusive agent for the Offering.
- (b) Cash:
- \$30,000 as a Sponsorship Fee plus 10% commission on all sales under the Offering
- (c) Securities:
- Agent's Option to purchase the number of Units equal to 10% of the number of Units sold under the Offering exercisable at \$0.18 for a period of 24 months after Closing; and
- Sponsorship Compensation Warrants to purchase 600,000 Units exercisable at \$0.18 for a period of 24 months after Closing
- See 3 above.
- (c) Other:
- Reasonable expenses
- (d) Expiry date of any options, warrants etc.:
- 24 months from Closing
- (e) Exercise price of any options, warrants etc.:
- \$0.18 per Unit

11. State whether the sales agent, broker, dealer, finder, or other person receiving compensation in connection with the offering is a Related Person of the Issuer with details of the relationship:

Emerging Equities Inc. is not a Related Person of the Issuer.

12. Provide details of the manner in which the securities being offered are to be distributed. Include details of agency agreements and sub-agency agreements outstanding or proposed to be made including any assignments or proposed assignments of any such agreements and any rights of first refusal on future offerings:

Emerging Equities Inc. is the exclusive agent under the Offering and has been provided with a Right of First Refusal for up to 50% of all future nonbank debt or equity financings of the Corporation for 18 months after Closing.

13. Attach any term sheet, engagement letter or other document setting out terms, conditions or features of the proposed offering.

Attached hereto.


Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).
4. All of the information in this Form 8 Notice of Proposed Prospectus Offering is true.

Dated May 16, 2018.

Myles Bartholomew
Name of Director or Senior
Officer


Signature

President & CEO
Official Capacity

TERM SHEET



**Sponsors
One™**

SPONSORSONE INC. TERMS OF THE OFFERING – PRIVATE PLACEMENT OF SPECIAL WARRANTS MAY 2018

Issuer:	SponsorsOne Inc. (the “ Company ”). The Company’s common shares (the “ Common Shares ”) are listed for trading on the Canadian Securities Exchange (the “ CSE ”) under the symbol “ SPO ”.
Offering:	<p>A private placement on a “best efforts” non-brokered private placement basis of special warrants of the Company (the “Special Warrants”).</p> <p>Each Special Warrant will entitle the holder thereof to receive, upon voluntary exercise prior to, or deemed exercise on, the Automatic Exercise Date (as defined herein) and without payment of additional consideration, one (1) unit of the Company (each a “Unit” and collectively the “Units”) consisting of one (1) Common Share (each a “Unit Share”) and one-half of one (0.5) Common Share purchase warrant (each whole Common Share purchase warrant a “Warrant”). Each whole Warrant, subject to customary adjustments, shall be exercisable into one (1) Common Share (a “Warrant Share”) at an exercise price of C\$0.30 per Warrant Share for a period of one (1) year from the first Closing Date.</p>
Offering Price:	C\$0.18 per Special Warrant (the “ Issue Price ”).
Warrant Accelerator:	If the closing price of the Common Shares on the CSE (or any such other stock exchange in Canada as the Common Shares may trade at the applicable time) is greater than C\$0.55 for a period of 5 consecutive trading days at any time following the date that is four months and one day after the date of the issuance of the Units then the Company may anytime thereafter accelerate the expiry date of the Warrants to the date that is twenty-one (21) calendar days following the date a press release is issued by the Company announcing the Reduced Warrant Term.
Prospectus Offering:	<p>The Company will use its reasonable commercial best efforts to file a final short form prospectus (the “Prospectus”) and to receive a receipt or deemed receipt therefor from the securities regulatory authorities in each of the provinces of Canada (except Quebec) to qualify the distribution of the Units (the “Qualification Condition”) (including, if applicable, the Penalty Shares (as defined herein).</p> <p>Each Special Warrant not previously exercised will be automatically exercised, without payment of additional consideration and without any further act of the</p>

holder thereof, into one (1) Unit on the earlier of (the “**Automatic Exercise Date**”): (i) the date which is one hundred and twenty (120) days following the closing of the Offering; and (ii) the fifth (5th) business day after the Qualification Date (as defined herein). Notwithstanding the foregoing, in the event the Qualification Date has not occurred prior to 5:00 p.m. (Toronto time) on the date which is sixty (60) days following the closing of the Offering (the “**Qualification Deadline**”), each unexercised Special Warrant will thereafter entitle the holder to receive upon the exercise or deemed exercise thereof, for no additional consideration, 1.1 Common Shares in lieu of one (1) Common Share (the additional 0.1 Common Share individually a “**Penalty Share**” and collectively the “**Penalty Shares**”). The “**Qualification Date**” means the date on which a receipt for the Prospectus is issued by the Ontario Securities Commission, as principal regulator, on its own behalf and on behalf of each of the other relevant securities regulators. Notwithstanding any failure by the Company to satisfy the Qualification Condition by the Qualification Deadline, the Company shall continue to use reasonable commercial best efforts to satisfy the Qualification Condition as soon as possible thereafter until such time as all the Special Warrants have been, or deemed to have been, exercised.

Gross Proceeds: The aggregate gross proceeds from the Offering and sale of Units under the Prospectus will be up to C\$3.0 million (the “**Offering**”), or such other amount as the Company may determine.

Offering Procedure: The Special Warrants will be sold by way of a private placement in all the provinces of Canada (excluding Quebec) (the “**Qualifying Jurisdictions**”) to accredited investors, or pursuant to such other available exemption to the prospectus requirements, and in such other foreign jurisdictions outside of Canada and the United States as are agreed to by the Company, provided that no prospectus filing or comparable obligation arises in such jurisdictions as a result of Special Warrant sales.

The offer and sale of the Special Warrants into the United States will be permitted to “qualified institutional buyers” in accordance with Rule 144A of the U.S. Securities Act of 1933, as amended (the “**US Securities Act**”), and to accredited investors pursuant to exemption from the registration requirements provided by Rule 506 of Regulation D under the U.S. Securities Act.

Listing: The Company shall obtain, and it shall be a condition of closing of the Offering, the necessary approvals to list the Unit Shares and Warrant Shares underlying the Warrants (including those Common Shares underlying the Agent’s Options (as herein defined) and the Penalty Shares) on the CSE and all other consents and approvals which may be required to permit the Offering to be completed on the terms set out herein. The Warrants will not be listed on the CSE or any other exchange.

Regulatory Approval: The Offering is subject to receipt of all necessary regulatory approvals from all regulatory bodies, including without limitation the conditional approval of the CSE subject only to customary conditions.

Eligibility: Eligible for RRSPs, RRIFFs, DPSPs, RESPs, and TFSAs.

Commissions: 10% of the aggregate gross proceeds of the Offering. In addition, as additional consideration, the Company shall issue that number of Agent’s Options (the “**Agent’s Options**”) equal to 10% of the aggregate number of Special Warrants issued pursuant to the Offering. Each Agent’s Option will entitle the holder thereof to acquire one Unit at a price of \$0.18 at any time during the 2-year period following the issuance of such option.

Hold Period:	The Special Warrants will be subject under applicable Canadian securities laws to a hold period expiring on the earlier of (i) the exchange of the Special Warrants for Units, and (ii) four (4) months and one (1) day following the Closing Date.
Closing Date:	During the week of May 18, 2018 or such other date or dates as the Company may determine (each a “ Closing Date ”).
Use of Proceeds:	The Company intends to use the net proceeds of the Offering for (i) product development; (ii) the launch of its fashion, specialty food and eGaming products; and (iii) general corporate purposes.

EMERGING EQUITIES INC.

April 18, 2018

PRIVATE AND CONFIDENTIAL

SponsorsOne Inc

365 Bay Street, Suite 400

Toronto, Ontario

M5H 2V1

Attention: Mr. Myles Bartholomew
CEO

Re: Letter of Engagement
Prospectus Offering – Units

Dear Mr. Bartholomew:

Emerging Equities Inc. ("EEI") is pleased to submit this offer to SponsorsOne Inc. (the "Corporation") to act as exclusive agent, (the "Agent") for the proposed prospectus offering by the Corporation of Units (the "Offering"), on a commercially reasonable best efforts basis, for aggregate gross proceeds of a maximum of \$3,000,000 plus a \$1,000,000 over allotment option. Without the express written consent of EEI, the Corporation agrees to not offer any other debt or equity securities until after closing of the Offering ("Closing").

The purpose of this letter is to set forth with EEI's understanding of the terms of our engagement by the Corporation in connection with the Offering.

- Offering:** The Offering will consist of units ("Units") (each Unit comprised of one common share in the capital of the Corporation (a "Common Share") and one half common share purchase warrant (each whole warrant, a "Warrant").
- Private Placement:** Prior to the Offering, the Corporation will be completing a financing of special warrants (the "Special Warrants") at a price of \$0.18 Special Warrant that shall be exercisable into Units upon receipt for the final short form prospectus under the Offering issued by the applicable securities regulators.
- Issue Size:** The issue size of the Offering, including any units issued on conversion of the Special Warrants, will be for a maximum of 16,666,667 Units plus a 5,555,556 Units over allotment option, for aggregate gross proceeds a maximum of \$3,000,000 plus a \$1,000,000 over allotment option.
- Issue Price for Unit:** The issue price is \$0.18 per Unit.
- Warrants:** Each whole Warrant will entitle the holder to acquire one Common Share at an exercise price of \$0.30 for a period of twelve (12) months from the Closing Date (as defined below), subject to acceleration of exercise if the volume weighted average closing price of the Shares for a consecutive 10 trading day period on the Canadian Securities Exchange (the "CSE") (or any such other stock exchange in Canada as the Common Shares may trade at the applicable time) is at least \$0.55 per Share at any time following the date that is four months and one day after the Closing Date, the Company may accelerate the expiry date of the Warrants (the "Reduced Warrant Term") to the date that is twenty-one (21) calendar days following the date a press release is issued by the Company announcing the Reduced Warrant Term.
- Selling Jurisdictions:** The Offering will be offered in the jurisdictions of Alberta, British Columbia, and Ontario (collectively the "Selling Jurisdictions").
- Sponsorship:** The Corporation agrees to retain EEI to act as the sole and exclusive sponsor of the Corporation in connection with the application to list the Common Shares on the Canadian Securities Exchange (the "Exchange" on "CSE"). In addition, EEI will be responsible for preparing and filing any

documents and forms required by the Exchange in connection with our sponsorship of the Corporation, including, without limitation, a sponsorship report in compliance with the rules and regulations of the Exchange, as amended from time to time (the "Sponsorship Report") and satisfying such other duties and responsibilities as may be otherwise required by the Exchange.

8. **Apply for listing on CSE:** The corporation undertakes to apply for a listing of the Common Shares, and all Common Shares issued upon exercise of the Warrants and Special Warrants, on the CSE.
9. **Closing:** Closing of the Offering is targeted to occur on or before May 29, 2018 or such other date as may be mutually agreed upon between EEI and the Corporation.
10. **Due Diligence:** The Corporation will make available to EEI, on a timely basis, all corporate and operating records, engineering, and financial information, including budgets, key officers and other information in order for EEI to complete its due diligence investigation of the business and affairs of the Corporation.
11. **Compensation:** The Corporation agrees to pay EEI the following:
 - a) **Commission:** At Closing, a commission fee equal to ten percent (10.0%) of the aggregate gross proceeds realized by the Corporation from the Offering.
 - b) **Agent's Options:** At Closing, agent's options (the "Options") for the purchase of that number of Units equal to ten percent (10.0%) of the number of Units subscribed for under the Offering, exercisable at \$0.18, for a period of twenty-four (24) months following the Closing.
 - c) **Sponsorship Fees:** The Corporation shall pay EEI the following sponsorship work fees:
 - i. Fifteen thousand dollars (\$15,000), plus GST upon the execution of this letter of engagement; and
 - ii. Fifteen thousand dollars (\$15,000), plus GST after 30 days of the execution of this letter of engagement; and
 - iii. Six Hundred thousand (600,000) compensation warrants exercisable at \$0.18, for a period of twenty-four (24) months following the Closing of the Offering.
 - d) **Expenses:** The Corporation will reimburse EEI for all reasonable expenses, of or incidental to the issue of Units, incurred by EEI (including the legal fees of EEI's counsel, travel expenses, and other third party expenses). EEI agrees to advise the Corporation of any expenses in excess of \$5,000 in advance, for approval and consent. Such approval will not be unreasonably withheld, having regard to the circumstances.
12. **Selling Group:** The Agent reserves the right to form a selling group (the "Selling Group"), in consultation with the Corporation, or such Selling Group members as the Agent determines appropriate to assist in the sale of the Offering on a commercially reasonable best efforts basis. Selling Group members shall be paid a selling concession of seven percent (7%) cash and Options equal to seven percent (7%) of the aggregate number of Units issued in the Offering, each paid or issued, as applicable, from EEI's compensation pursuant to Subsections 11(a) and 11(b), respectively.
13. **Confidentiality:** The Corporation agrees that any advice it may receive from EEI pursuant to or as a result of this agreement (and including this agreement) shall not be disclosed publicly without the prior written consent of EEI. EEI agrees that any information that it receives from the Corporation is to be held in the strictest confidence and EEI shall not disclose such information to any person, firm, association, corporation or business without prior written consent of the Corporation and with respect to such matters the parties hereto agree to enter into an appropriate form of non-disclosure and confidentiality agreement.
14. **Communication:** In the event the Corporation issues a press release with respect to the Offering, prior to the completion, the Corporation shall disclose EEI and its role as the Corporation's Agent for this Offering

in such press release upon first receiving EEI's approval as to the contents of the press release. Upon the successful Closing of the Offering, the Corporation agrees to issue a press release in respect to the financing and shall issue such release disclosing EEI and its role as the Corporation's Agent with respect to the Offering upon having first received EEI's approval as to the contents of the press release. The Corporation further agrees to provide EEI and its counsel with a reasonable opportunity to review all other public documents or correspondence with securities regulators or exchanges that refers to EEI or its role as Agent.

15. **Use of Proceeds:** The Corporation will use all the proceeds from the sale of the Units for general corporate purposes.
16. **Right of First Refusal:** EEI will have a right of first refusal to act as the Corporation's agent for up to fifty percent (50%) of all future non-bank debt or equity financings of the Corporation during the period from the Closing date hereunder to the eighteen (18) month anniversary of such Closing (the "Option Period"). If the Corporation wishes to effect a financing at any time during the Option Period, it shall provide EEI with written notice thereof setting forth the proposed terms thereof, including the proposed terms and conditions relative to the compensation of the agent or underwriter, as the case may be. EEI acknowledges that the issue price per share of any financing for previously announced transactions will be that price determined by the Corporation's board of directors. EEI shall have six business days after receipt of such notice within which to notify the Corporation of its election to exercise its rights hereunder in respect to such financing. If EEI elects not to exercise its rights hereunder or the Corporation and EEI are unable to agree on terms of the proposed financing within such six business day period, then the Corporation may for a period of 60 days proceed with the financing through any other agent or underwriter, as the case may be, and without EEI's participation provided that the terms and conditions of such financing are not more favorable, to such agent or underwriter, as the case may be, than the terms and conditions proposed by the Corporation to the Agent.
17. **Indemnity:** The Corporation agrees to indemnify EEI against any losses, claims, damages, expenses or liability (collectively "losses") by EEI or to which EEI may become subject in connection with, or resulting from this engagement, except to the extent that any losses result from the gross negligence of EEI in performing the services which are the subject of this agreement. The reimbursement and indemnity obligations of the Corporation under this agreement are in addition to any liability which the Corporation may otherwise have, would extend upon the same terms and conditions to the partners, associates, employees, shareholders and agents of EEI and are binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, EEI and any such person. This indemnity shall survive any termination of this agreement. Notwithstanding the foregoing, "losses" does not include the Agent's commission referred to in section 11 above.
18. **Agency Agreement:** Both EEI and the Corporation agree to enter into an agency agreement (the "Agency Agreement") and that EEI shall act as lead agent for the issuance of the Units. The Agency Agreement shall be in the customary form of agency agreement for a short form prospectus offering of common shares and warrants and shall contain the usual "market out" clauses in the event of a material adverse change, catastrophe, or unsalability of the Units due to market conditions.
19. **Priority of Agency Agreement:** The provisions of this agreement shall be superceded in their entirety by the Agency Agreement upon full execution thereof.
20. **Termination:** EEI may terminate its obligations under this agreement in writing prior to the Close upon the occurrence of any of the following events:
 - a) a trading suspension is imposed upon the Corporation;
 - b) an inquiry or investigation is commenced against the Corporation, its senior officers, or its directors;
 - c) the Corporation is in non-compliance with any representation, warranty, or condition of any agreements; or
 - d) a material adverse change in the business of the Corporation has occurred.

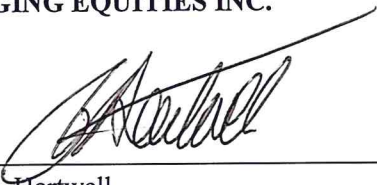
21. **Governing Law:** The agreement confirmed by this letter is to be governed by and construed in accordance with the laws of the Province of Alberta.
22. **Counterpart:** This Offering may be executed in several counterparts and may be delivered by facsimile, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

This offer to act as Agent in respect to the Offering is open for acceptance by the Corporation until 4:00 p.m. (Calgary time), April 19, 2018, unless otherwise withdrawn or extended by EEI.

If you are in agreement with the foregoing, please indicate by signing the three copies of this letter at the place indicated below and return two fully executed copies to the attention of the writer.

Yours truly,

EMERGING EQUITIES INC.



James B. Hartwell
President & CEO

Acknowledged, accepted and agreed to this _____ day of April, 2018.

SPONSORSONE INC.



Myles Bartholomew
CEO