AGENCY AGREEMENT

November 16, 2021

Tokens.com Corp.
3400 One First Canadian Place
Toronto, Ontario
M5X 1A4

Attention: Andrew Kiguel, Founder and Chief Executive Officer

Dear Sir:

The undersigned, Stifel Nicolaus Canada Inc. ("**Stifel**" or the "**Lead Agent**") as sole lead agent and bookrunner, together with PowerOne Capital Markets Limited, Canaccord Genuity Corp., Eventus Capital Corp., M Partners Inc. and Richardson Wealth Limited (together, with the Lead Agent, the "**Agents**"), understand that Tokens.com Corp. (the "**Company**") proposes to create, issue and sell by way of private placement 13,333,400 units of the Company (each, a "**Base Unit**") on a brokered, best efforts agency basis, at a price of $0.90 per Base Unit (the "**Issue Price**") for gross proceeds of $12,000,060 (the "**Offering**"). Each Unit (as defined herein) shall consist of one Common Share (as defined herein) (each, a "**Unit Share**") and one-half of one Common Share purchase warrant (each whole warrant, a "**Warrant**") of the Company. The Warrants shall be issued pursuant to, and the exercise of the Warrants shall be governed by, the provisions of a warrant indenture (the "**Warrant Indenture**"), in the form and on terms satisfactory to the Company and the Lead Agent, acting reasonably. Each Warrant shall entitle the holder to acquire one Common Share (each, a "**Warrant Share**") at a price of $1.15 per Warrant Share, subject to adjustment in certain events as set out in the Warrant Indenture, until the date which is 36 months following the closing of the Offering. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement (as defined below) and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern

The Company hereby grants the Agents an option (the "**Agents' Option**") to purchase up to an additional 3,823,945 units of the Company (each, an "**Additional Unit**") at the Issue Price, upon the terms and conditions set forth herein. The Agents' Option shall be exercisable, in whole or in part, at any time until 48 hours prior to the Closing Time (as defined herein), by giving written notice to the Company, after which time the Agents' Option shall be void and of no further force and effect. If exercised, any Additional Units issued upon exercise of the Agents' Option shall be deemed to form part of the Offering for the purposes hereof.

The Base Units and the Additional Units are collectively referred to herein as the "**Units**". Unless the context requires otherwise, references herein to "**Unit Shares**", "**Warrants**" and "**Warrant Shares**" shall assume the exercise of the Agents' Option and include all Additional Units issuable thereunder.

The Agents also understand that the Company proposes to issue and sell, on a non-brokered basis pursuant to a concurrent private placement, 620,555 units of the Company at the Issue Price for gross proceeds of $558,499.50 (the "**Concurrent Placement**").

Subject to the terms and conditions set out in this Agreement, the Agents hereby agree to offer the Units for sale on a best efforts private placement basis as agents for the Company, without underwriting liability, and by its acceptance hereof, the Company agrees to create, issue and sell the Units at the Issue Price, payable at the Closing Time (as defined herein). The Company agrees and understands that the Agents will be permitted to appoint other registered dealers or other dealers qualified in their respective jurisdictions, including in Canada, the United States and other international jurisdictions, for the purpose of arranging for purchasers of the Units. The Agents may determine the remuneration payable to any other dealers appointed by them, provided that such remuneration is payable by the Agents from, and not in addition to, the remuneration payable to the Agents pursuant to this Agreement.

In consideration of the services to be rendered by the Agents in connection with the Offering and all other matters in connection with the issue and sale of the Units, the Company shall pay to the Agents compensation in accordance with the provisions of Section 3.

The net proceeds of the Offering will be used for making investments in cryptocurrencies to be used for staking, investments in the Company's 50% subsidiary, Metaverse Group Ltd., and for working capital and general corporate purposes.

1. INTERPRETATION

1.1 In this Agreement and the schedules hereto, in addition to the terms defined above, unless otherwise indicated or unless the context otherwise requires, the following terms shall have the following meanings:

"**Additional Units**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Advisory Fee**" has the meaning ascribed thereto in Section 3.1(c);

"**affiliate**" has the meaning ascribed thereto in the *Securities Act* (Ontario);

"**Agents**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Agents' Option**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Agreement**" means this agreement and includes the schedules hereto, as modified, amended or supplemented from time to time;

"**Ancillary Documents**" means the Subscription Agreements, the Warrant Indenture, all certificates representing the Unit Shares, Warrants and Broker Warrants, and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the Offering;

"**Base Units**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Bison Trails Master Services Agreement**" means the agreement dated December 11, 2020 between TCC and Bison Trails Co.;

"**Broker Warrant**" has the meaning ascribed thereto in Section 3.1(b);

"**Broker Unit**" has the meaning ascribed thereto in Section 3.1(b);

"**Broker Unit Share**" has the meaning ascribed thereto in Section 3.1(b);

"**Broker Unit Warrant**" has the meaning ascribed thereto in Section 3.1(b);

"**Broker Unit Warrant Share**" means the Common Share issuable on the exercise of a Broker Unit Warrant;

"**Business Day**" means a day which is not a Saturday, a Sunday or a statutory or civic holiday, or a day on which commercial banks are not open for business, in the City of Toronto, Canada;

"**Canadian Securities Laws**" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such provinces;

"**Closing**" means the completion on a Closing Date of the issue and sale by the Company, and the purchase by the Purchasers, of Units pursuant to Subscription Agreements;

"**Closing Date**" means such date or dates as the Company and the Agents may agree, it being anticipated that the Closing Date will occur on or about November 16, 2021;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Agents may agree;

"**Common Share**" means a common share of the Company;

"**Company**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Company's Auditor**" means Manning Elliott LLP;

"**Company Disclosure Documents**" means all of the documents which have been filed by or on behalf of the Company since the date of the Reverse Takeover and prior to the Closing Time with the relevant securities commissions in the Reporting Jurisdictions pursuant to the requirements of Canadian Securities Laws, including all documents filed on SEDAR at www.sedar.com;

"**Compensation Securities**" means collectively, the Broker Warrants, the Broker Units, the Broker Unit Shares, the Broker Unit Warrants and the Broker Unit Warrant Shares;

"**Concurrent Placement**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Engagement Letter**" means the engagement letter dated October 25, 2021 between the Company and the Lead Agent, as amended;

"**Exchange**" means the NEO Exchange;

"**Excluded Issuance**" means the issuance, sale, offer or grant of an option or right in respect of additional Common Shares or any securities convertible or exchangeable into Common Shares pursuant to: (i) the Offering; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the date hereof; (iii) the grant of restricted share units; (iv) the issuance of Common Shares upon the exercise of convertible securities, warrants, options, or any other commitment or agreement outstanding prior to the date hereof; and/or (v) the issuance of Common Shares or any other securities of the Company as consideration for asset or share acquisitions following the date hereof;

"**IFRS**" means International Financial Reporting Standards;

"**Intellectual Property**" means intellectual property rights, including: (i) patents and inventions; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works in whatever form or medium; (iv) registrations, applications and renewals for any of the foregoing; (v) proprietary computer software (including but not limited to data, data bases and documentation); and (vi) trade secrets, confidential information and know-how;

"**Investor Presentation**" means the investor presentation of the Company respecting the Offering dated October 2021, as the same may be amended from time to time and delivered to Purchasers prior to Closing Time;

"**Issue Price**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Lead Agent**" has the meaning ascribed to it in the opening paragraphs of this Agreement;

"**Master Services Agreements**" means the Bison Trails Master Services Agreement, the Staked Securely Master Services Agreement and the Polychain Master Services Agreement;

"**Material Adverse Effect**" means any change, fact, or state of being that has a material and adverse effect (actual or anticipated, whether financial or otherwise) on the business, affairs, operations, properties, permits, assets, licenses, liabilities (contingent or otherwise), capital, results of operations or condition (financial or otherwise) of the Company, as applicable;

"**Metaverse**" means Metaverse Group Ltd.;

"**misrepresentation**", "**material fact**", "**material change**" and "**distribution**" have the respective meanings ascribed to them in the *Securities Act* (Ontario);

"**NI 51-102**" means National Instrument 51-102 *Continuous Disclosure Obligations*;

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Offering**" has the meaning ascribed thereto in the opening paragraphs of this Agreement;

"**Offering Documents**" means all documents prepared by the parties to this Agreement or at the direction of the parties to this Agreement in relation to the Offering, including without limitation, the Investor Presentation;

"**Person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Polychain Master Services Agreement**" means the master services agreement dated November 23, 2020 between TCC and Polychain Crypto Laboratory LLC;

"**President's List Subscribers**" means those Purchasers that are designated by the Company as being on its president's list, who are entitled to participate in the Offering up to a maximum of 10% of the Offering;

"**Purchased Securities**" means together, the Unit Shares and the Warrants;

"**Purchasers**" means, collectively, each Person who acquires Units offered and sold under the Offering and hereunder by duly completing, executing and delivering a Subscription Agreement and fulfilling its obligations thereunder;

"**Qualifying Jurisdictions**" means each of the provinces and territories of Canada;

"**Reporting Jurisdictions**" means each of the provinces of Canada except Québec;

"**Reverse Takeover**" means the acquisition by the Company of all of the outstanding shares of Tokens.com Inc. by way of a three-cornered amalgamation, which closed on April 28, 2021, following which the Common Shares began trading on the Exchange and the Company began carrying on the business of Tokens.com Inc.;

"**Selling Group**" has the meaning ascribed to it in Section 2.1;

"**Staked Securely Master Services Agreement**" means the master services agreement dated January 18, 2021 between the Company and Staked Securely, Inc.;

"**Stifel**" has the meaning ascribed to it in the opening paragraphs of this Agreement;

"**Subscription Agreements**" means the subscription agreements including all schedules thereto, in the form agreed upon by the Company and the Agents, pursuant to which Purchasers agree to subscribe for and purchase Units;

"**TCC**" means Tokens.com Capital Corp.;

"**Transfer Agent**" means Computershare Investor Services Inc., in its capacity as transfer agent and registrar in respect of the Common Shares, at its principal office in Toronto, Ontario;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**Unit**" has the meaning ascribed thereto in the opening paragraphs of this Agreement, and for certainty includes any Additional Units issued on the exercise of the Agents' Option;

"**Unit Shares**" has the meaning ascribed thereto in the opening paragraphs of this Agreement, and for certainty includes any Unit Shares issued on the exercise of the Agents' Option;

"**Warrant**" has the meaning ascribed thereto in the opening paragraphs of this Agreement, and for certainty includes any Warrants issued on the exercise of the Agents' Option;

"**Warrant Agent**" means Computershare Trust Company of Canada, in its capacity as warrant agent in respect of the Warrants, at its principal office in Vancouver, British Columbia;

"**Warrant Indenture**" has the meaning ascribed to it in the opening paragraphs of this Agreement; and

"**Warrant Share**" has the meaning ascribed thereto in the opening paragraphs of this Agreement, and for certainty includes any additional Warrant Shares issuable upon exercise of the Warrants issued on the exercise of the Agents' Option.

1.2 **Business Days.** Where any action or step is to be taken or completed on or by a specified date, and such date is not a Business Day in the applicable jurisdiction, then such action or step may be taken or completed on the next following Business Day.

1.3 **Plural and Gender.** Whenever used in this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and neuter.

1.4 **Currency.** All references to monetary amounts in this Agreement are to lawful currency of Canada unless otherwise specified.

1.5 **Schedules.** The following schedules are attached to this Agreement and are deemed to be a part of and incorporated into this Agreement:

Schedule		**Title**
"A"	-	Compliance With United States Securities Laws and Form of Agents' Certificate
"B"	-	Matters to be Addressed in the Canadian Counsel Opinion of the Company

2. TERMS AND CONDITIONS

2.1 Appointment of Agents. Subject to the terms and conditions of this Agreement, the Company hereby appoints the Agents as, and the Agents hereby agree to act as, the exclusive Agents of the Company to offer for sale on behalf of the Company the Units on a best efforts private placement basis under the Offering on the terms and conditions described herein. It is understood and agreed by the parties that the Agents shall act as agents in respect of the Offering and at no time shall the Agents have any obligation whatsoever to purchase any Purchased Securities. The Agents shall have the right to form a selling group (the "**Selling Group**") consisting of other securities dealers duly registered under Canadian Securities Laws and in other international jurisdictions, including, but not limited to the United States, upon the terms and conditions set out in a Selling Group agreement to be entered into between the Agents and the members of the Selling Group, and the Agents shall have the right to determine such terms and conditions, provided that they are consistent with the terms and conditions of this Agreement, and further provided that the Agents alone shall be responsible for the payment of any commissions or fees payable to such members of the Selling Group.

2.2 Sale of Units. The Company agrees that the Units sold under the Offering shall be offered for sale solely through the Agents in accordance with this Agreement, except those Units offered through members of the Selling Group acting as sub-Agents qualified to trade in the Units under the laws of the Qualifying Jurisdictions or other international jurisdictions, including, but not limited to the United States, appointed as authorized by the Agents as provided herein.

2.3 Sale on Exempt Basis. The Agents covenant and agree not to, directly or indirectly, solicit offers to purchase or sell the Units or do anything in furtherance of a trade in such a manner as to require registration of the Purchased Securities or the filing of a prospectus (as such term is defined in Canadian Securities Laws) or similar document with respect to the Purchased Securities. The Agents shall offer the Units for sale in the Qualifying Jurisdictions in accordance with National Instrument 45-106 *Prospectus Exemptions*, OSC Rule 72-503 *Distributions Outside of Canada* and in the United States to U.S. Accredited Investors (as defined in Schedule "A") or to Qualified Institutional Buyers (as defined in Schedule "A") pursuant to an available exemption from registration under the U.S. Securities Act and in compliance with applicable state securities laws, and to Persons in other international jurisdictions as permitted by applicable laws and agreed to by the Company provided that no prospectus filing or comparable obligation arises in any such jurisdiction and the Company does not become subject to continuous disclosure, reporting, filing or similar obligations in such jurisdictions. The Agents covenant with the Company that they will: (i) obtain from each Purchaser an appropriate executed Subscription Agreement; and (ii) ensure that any member of the Selling Group appointed by the Agents in connection with sales of Units agrees with the Agents to comply with the covenants and obligations of the Agents contained herein.

2.4 Subscription Proceeds. The Lead Agent shall act as custodian of funds received from the Purchasers pending the Closing. Such funds shall be released at the Closing in accordance with Section 7.1(b).

2.5 Legal Compliance. The Company undertakes to file or cause to be filed, within the time periods stipulated by Canadian Securities Laws, all forms, undertakings and other documents required to be filed by the Company under Canadian Securities Laws in connection with the offer and sale of the Purchased Securities and the issuance of the Compensation Securities so that the distribution of the Units and the issuance of the Compensation Securities may lawfully occur without the necessity of filing a prospectus or similar document in Canada. All filing fees required to be paid under Canadian Securities Laws in connection with the Offering shall be at the sole expense of the Company. The Company further agrees to comply with all Canadian Securities Laws in connection with the distribution of the Units and the issuance of the Compensation Securities.

2.6 **No Media.** Subject to Section 15, neither the Company nor the Agents shall cause the sale of the Units to be advertised in printed media of general and regular paid circulation, radio or television or telecommunications, including electronic display, such as the Internet.

2.7 **Securities Laws.** The Agents covenant and agree with the Company that they shall conduct, and shall cause their respective affiliates and any member of the Selling Group to conduct, and shall require members of the Selling Group to conduct, all activities in connection with the Offering, including arranging for the sale of the Units, in compliance with applicable Canadian Securities Laws, and the securities laws of any other jurisdiction in which the Units are offered for sale.

3. AGENTS' COMPENSATION

3.1 In consideration of the Agents' services to be rendered to the Company in connection herewith, including soliciting offers to purchase Units, and performing administrative work in connection therewith, and all other services arising out of this Agreement, the Company shall, at the Closing Time:

(a) pay or cause to be paid in cash to the Agents, a cash commission equal to 6.0% of the gross proceeds raised from the sale of Units under the Offering, including any Additional Units sold in connection with any exercise of the Agents' Option, with the exception of gross proceeds raised from President's List Subscribers which shall be subject to a cash commission of 3.0% of such gross proceeds (the "**Commission**");

(b) issue and deliver to the Agents such number of non-transferable broker warrants (each, a "**Broker Warrant**") equal to 6.0% of the number of Units sold under the Offering, including any Additional Units sold in connection with any exercise of the Agents' Option, with the exception of Units sold to President's List Subscribers which shall be subject to a number of Broker Warrants equal to 3.0% of such Units. Subject to adjustment as provided in the certificate(s) representing the Broker Warrants, each Broker Warrant shall entitle the holder to purchase one Unit (each, a "**Broker Unit**") of the Company at the Issue Price for a period of 36 months from the Closing Date. Each Broker Unit shall be comprised of one Common Share (each, a "**Broker Unit Share**") and one-half of one Warrant (each whole Warrant, a "**Broker Unit Warrant**"); and

(c) as consideration for the advisory services rendered by the Agents in connection with the Concurrent Placement, the Company shall: (i) pay the Agents a cash advisory fee equal to $33,509.97 (the "**Advisory Fee**"); and (ii) issue and deliver to the Agents an additional 37,233 Broker Warrants.

4. DUE DILIGENCE

4.1 Upon reasonable request, the Company will make available to the Agents all corporate and operating records, legal information related to its corporate activities normally required by a prudent and diligent investor, financial information and key officers in order to permit the Agents to conduct such due diligence investigation of the business and affairs of the Company as the Agents deem appropriate, acting reasonably and upon reasonable notice. The Agents may retain the services of independent consultants, mutually acceptable to the Agents and the Company, to complete their due diligence investigations.

4.2 Senior management of the Company will make themselves available to provide such assistance in marketing the Offering as the Agents may request.

4.3 The Company shall ensure that any of the advisors and/or consultants of the Company, including the Company's Auditor, as may be reasonably determined by the Agents, are able to provide written or oral responses to due diligence matters. In addition to any due diligence meetings, the Company agrees to make their respective senior management personnel available to meet with potential institutional investors if reasonably requested by the Agents. It shall be a condition of closing of the Offering that the Agents are satisfied, in their sole discretion, each acting reasonably, with their due diligence review of the Company and the Offering.

4.4 The Company undertakes to participate, and cause its legal counsel to participate, in one or more due diligence sessions with the Agents and their legal counsel. The Company agrees that during the term of the engagement, the Agents will be kept informed of all material business and financial developments affecting the Company and its affairs whether or not requested by the Agents or their legal counsel

5. COVENANTS OF THE COMPANY

In addition to the covenants of the Company set out in the other sections of this Agreement, the Company hereby covenants to and for the benefit of the Agents and the Purchasers that the Company shall:

(a) use its best efforts to comply with its obligations under Canadian Securities Laws and under other applicable laws in connection with the Offering;

(b) use commercially reasonable efforts to remain a "reporting issuer" in good standing under Canadian Securities Laws and to maintain the listing of the Common Shares on the Exchange or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, for a period of two years from the Closing Date;

(c) at all times prior to the Closing Date allow the Agents and their representatives to conduct all due diligence which the Agents reasonably require;

(d) use its commercially reasonable efforts to fulfill each of the conditions set out in Section 8;

(e) deploy the net proceeds of the Offering into investments in cryptocurrencies to be used for staking, investments in Metaverse, and for working capital and general corporate purposes;

(f) not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any Common Shares, or any securities or other financial instruments convertible, exchangeable, or exercisable into Common Shares, or agree to or publicly announce any intention to do so, from the date hereof through a period of 120 days from the Closing Date without the prior written consent of the Lead Agent, which will not be unreasonably withheld, delayed or conditioned, provided that the foregoing shall not apply to any Excluded Issuance;

(g) deliver to the Lead Agent copies of all correspondence and other written communications between the Company, the Exchange and the securities regulatory authorities of the Qualifying Jurisdictions and other jurisdictions relating to the Offering, and keep the Lead Agent apprised of the status of, including all developments relating to, the Offering and the Company, generally;

(h) use its commercially reasonable efforts to obtain, to the extent not already obtained, all consents and approvals from the securities regulatory authorities of the Qualifying Jurisdictions related to the Offering that are necessary, such consents and approvals to be on such terms as are mutually acceptable to the Company and the Agents, and make all necessary filings and give any required notices, and use its commercially reasonable efforts to obtain all other necessary governmental, regulatory and other consents and approvals, required in connection with the Offering, including any grant of the Agents' Option;

(i) fulfill all legal requirements to permit the grant of the Agents' Option, the creation, issue, offering and sale of the Purchased Securities, the issuance of the Warrant Shares upon the exercise of the Warrants, and the issuance of the Compensation Securities as contemplated in this Agreement, including, without limitation, in compliance with Canadian Securities Laws;

(j) following the Closing, use best efforts to list the Warrants for trading on the Exchange, subject to compliance with all requirements of the Exchange, including expiration of all applicable hold periods with respect to the Warrants under Canadian Securities Laws;

(k) prior to the Closing Date, at all times continue to operate its business in the ordinary course, in compliance in all material respects with all applicable laws (including, without limitation, those of the Qualifying Jurisdictions), and notify the Lead Agent of any material changes, actual or threatened in writing, in the business, affairs, operations, assets, properties, permits, licenses, prospects, financial condition, capital or liabilities (contingent or otherwise) of the Company; and

(l) notify the Lead Agent if it becomes aware of any breach of any covenant of this Agreement by any party hereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement is or has become untrue or inaccurate in any material respect.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

The Company represents and warrants to, and covenants with, the Agents and the Purchasers, and acknowledges that each of them is relying upon such representations, warranties and covenants in completing the Closing, that as of the Closing Time, or as of such other time as is contemplated by any representation, warranty or covenant set forth below:

(a) the Company has been duly incorporated and is validly existing under the laws of the Province of Ontario and has all requisite corporate power, capacity and authority to (i) own, lease and operate its properties and assets; (ii) conduct its business as currently conducted; (iii) execute, deliver and carry out its obligations under this Agreement and all Ancillary Documents; (iv) do all acts and things, and execute and deliver all documents, required pursuant to this Agreement and in furtherance of the Offering; (v) create, offer, issue, grant and sell, as applicable, the Purchased Securities and the Compensation Securities in accordance with the provisions of this Agreement; and (vi) grant the Agents' Option;

(b) TCC has been duly incorporated and is validly existing under the laws of the Province of Ontario and has all requisite corporate power, capacity and authority to (i) own, lease and operate its properties and assets; and (ii) conduct its business as currently conducted;

(c) other than TCC, the Company has no material subsidiaries;

(d) the minute books of the Company and TCC made available to the Agents contain a complete summary of all meetings and all actions by written consent without a meeting of directors and shareholders of the Company or TCC, as applicable, and reflect all transactions referred to in such minutes and resolutions accurately in all material respects;

(e) each of the Company and TCC is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of such jurisdictions, and, to the knowledge of the Company, is not otherwise precluded from carrying on business or owning property in such jurisdictions by any commitment, agreement or document, or subject to any unfavourable decision, order, ruling or finding which would reasonably be expected to result in a Material Adverse Effect;

(f) the Company has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents and to observe and perform the provisions of this Agreement and the Ancillary Documents in accordance with the provisions hereof and thereof;

(g) each of the Company and TCC (i) has not committed an act of bankruptcy and is not insolvent; (ii) has not proposed a compromise or arrangement to its creditors generally; (iii) has not had a petition or a receiving order in bankruptcy filed against it; (iv) has not made a voluntary assignment in bankruptcy; (v) has not taken any proceedings with respect to a compromise or arrangement; (vi) has not taken any proceedings to have itself declared bankrupt or wound-up; (vii) has not taken any proceedings to have a receiver appointed for any of its property; and (viii) has not had any execution or distress become enforceable or become levied upon any of its property;

(h) the authorized capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series, of which immediately prior to the Closing, 77,160,125 Common Shares were issued and outstanding as fully paid and non-assessable. As of the date hereof, no Person has any agreement, or option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement, for the purchase, acquisition, subscription for or issue of any securities of the Company and, no rights to acquire, or instruments convertible into or exchangeable for, any Common Shares are outstanding, other than as contemplated in connection with the Offering and as disclosed in the Company Disclosure Documents;

(i) there are no, and at the Closing Time there will be no, shareholders' agreements, pooling agreements, voting trusts or other similar agreements to which the Company or TCC are a party with respect to the ownership or voting of any of the securities of the Company or TCC;

(j) there is not, in the constating documents of the Company or TTC (or equivalent organizational or governing documents), or in any agreement, instrument or document to which the Company or TCC is a party, any restriction upon or impediment to, the declaration of dividends by the directors of the Company or TCC or the payment of dividends by the Company to the holders of the Common Shares or by TCC to its immediate parent. Since the date of the Reverse Takeover, the Company and TCC have not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of their shares or securities of any class or, directly or indirectly, redeemed, purchased or otherwise acquired any of their Common Shares or other securities or agreed to do any of the foregoing;

(k) the Transfer Agent at its principal offices in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in respect of the Common Shares;

(l) at the Closing Time, the Warrant Agent will have been duly appointed as warrant agent in respect of the Warrants under the Warrant Indenture;

(m) none of the (i) offering, issuance, sale and delivery of the Purchased Securities; (ii) grant of the Broker Warrants; (iii) the grant of the Agents' Option; (iv) execution and delivery of this Agreement and the Ancillary Documents; (v) compliance by the Company with the provisions of this Agreement and the Ancillary Documents, or (vi) the consummation of the transactions contemplated herein and therein, do or will constitute a default under (A) to the knowledge of the Company, any statute, rule or regulation applicable to the Company or TCC; (B) the constating documents or resolutions of the Company or TCC which are in effect at the date hereof; (C) any written agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Company or TCC is a party or by which it is bound; or (D) any judgment, decree or order binding the Company or TCC or the property or assets of the Company or TCC;

(n) at the Closing, all necessary corporate action will have been taken by the Company to (i) issue the Unit Shares as fully paid and non-assessable Common Shares; (ii) validly create and issue the Warrants; (iii) validly create and grant the Broker Warrants; (iv) issue the Warrant Shares upon the exercise of the Warrants; (iv) issue Broker Unit Shares and Broker Unit Warrants upon the exercise of the Broker Warrants; (v) issue the Broker Unit Warrant Shares upon exercise of the Broker Unit Warrants; and (vi) grant the Agents' Option;

(o) there is no material fact known to the Company which the Company has not disclosed to, or which the Company has withheld from, the Agents and which results, or would reasonably be expected to result, in a Material Adverse Effect, or which materially adversely affects, or which would reasonably be expected to materially adversely affect, the ability of the Company to perform its obligations under this Agreement or the Ancillary Documents;

(p) there has not occurred any Material Adverse Effect with respect to the Company and TCC, nor is there any change, fact or state of being that would reasonably be expected to have a Material Adverse Effect (actual or anticipated, financial or otherwise) on the business, affairs, operations, properties, permits, assets, licenses, liabilities (contingent or otherwise), capital, results of operations or condition (financial or otherwise) of the Company and TCC which has not been disclosed to the Agents;

(q) no order preventing, ceasing or suspending trading in any securities of the Company or prohibiting the issue and sale of securities by the Company has been issued, and no proceedings for either of such purposes have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened;

(r) since the date of the Reverse Takeover and other than as disclosed in the Company Disclosure Documents, the Company and TCC have not:

(i) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material;

(ii) approved or entered into any written agreement in respect of:

(A) the purchase of any real property, permit or material assets, or any interest therein;

(B) the sale, transfer or other disposition of any real property, permit or material assets, or any interest therein, currently owned, directly or indirectly, by the Company or TCC, whether by asset sale, transfer of shares or otherwise;

(C) the change of control (by sale or transfer of shares or sale of all or substantially all of the properties, permits, licenses and assets of the Company or TCC, as applicable, or otherwise) of the Company or TCC; or

(D) any other material transaction;

(s) except as disclosed in the Company Disclosure Documents, the assets of the Company and TCC and the business and operations thereof are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in a comparable business in comparable circumstances, such coverage is in full force and effect, and the Company and TCC have not failed to comply, promptly give any notice or present any material claim thereunder;

(t) other than as set out in the Company Disclosure Documents or as otherwise disclosed to the Agents, there are no agreements, understandings or proposed transactions between the Company or TCC and any of their respective officers, directors or affiliates;

(u) to the knowledge of the Company, each of the other parties to any material contract to which the Company or TCC is party are in compliance, in all material respects, with the terms of such material contract;

(v) other than the Master Services Agreements and this Agreement, there are no agreements the breach or termination of which by the other party to such agreement would reasonably be expected to result in a Material Adverse Effect;

(w) there are no obligations of the Company or TCC, or indebtedness or other amounts owing to any of the officers, directors, shareholders, or employees of the Company or TCC, other than (i) for payment for services rendered; and (ii) reimbursement for reasonable expenses incurred on behalf of the Company or TCC. To the Company's knowledge, none of the officers, directors or material shareholders of the Company or any of their affiliates are indebted to the Company or TCC. Other than as set out in the Company Disclosure Documents, no officer, director or material shareholder of the Company, or any of their respective affiliates, is, directly or indirectly, interested in any material contract with the Company or TCC. The Company and TCC are not a guarantor or indemnitor of any indebtedness of any officer, director or material shareholder of the Company or any of their affiliates. For the purposes of this section "material shareholder" means any shareholder of the Company who would be required to file insider trading reports pursuant to the *Securities Act* (Ontario);

(x) to the knowledge of the Company, the Company and TCC (i) own or have the valid right to use all of the Company's and TCC's Intellectual Property material to the conduct of the business of the Company and TCC as currently conducted, and (ii) have a valid and enforceable right to use all material third party Intellectual Property used or held for use in the business of the Company and TCC, except where the same would not result in a Material Adverse Effect;

(y) to the knowledge of the Company, all of the licenses, sublicenses and other agreements concerning Intellectual Property to which the Company or TCC is a party that are material to the conduct of the business of the Company and TCC as currently conducted are (i) valid and binding obligations of the Company or TCC, as the case may be, and (ii) enforceable in accordance with their terms, and, to the knowledge of the Company, there exists no event or condition that will result in a material violation or breach of, or constitute (with or without due notice or lapse of time or both) a default by the Company under, any such agreement;

(z) to the Company's knowledge, the conduct of the Company's and TCC's business as currently conducted does not infringe, or otherwise impair or conflict with (collectively, "**Infringe**"), any Intellectual Property rights of any third party or any confidentiality obligation owed to a third party, and the Intellectual Property of the Company and TCC which is material to the conduct of the business of the Company and TCC as currently conducted is not, to the Company's knowledge, being Infringed by any third party. To the Company's knowledge, there is no litigation or order pending or outstanding that seeks to limit or challenge (i) the ownership, use, validity or enforceability of any Intellectual Property of the Company or TCC or (ii) the Company's or TCC's use of any Intellectual Property owned by a third party, and, to the Company's knowledge, there is no valid basis for the same. The Company and TCC have not received any written communication alleging that the Company or TCC has violated or, by conducting its business as presently conducted, would violate any Intellectual

Property or other proprietary rights of any other Person, nor, without undertaking an investigation, is the Company aware of any basis therefor;

(aa) the Company and TCC are not in violation of any term of their respective constating documents or in default in the payment of any obligation owed which is now due, and, to the knowledge of the Company, there are no actions, suits, proceedings or investigations commenced, pending or threatened which, in the aggregate, would be reasonably expected to result in any Material Adverse Effect with respect to the Company or TCC, or in any material liability on the part of the Company or TCC, or which place, or would be reasonably expected to place, in question the validity of the Offering, or the validity or enforceability of this Agreement, the Ancillary Documents or any document or instrument delivered, or to be delivered, by the Company pursuant hereto or thereto;

(bb) to the knowledge of the Company, the Company and TCC are not in default of any material term, covenant or condition under, or in respect of, any written judgement, order, agreement or instrument to which it is a party, or to which it or any of its properties or assets are subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Company or TCC is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which might reasonably be expected to result in a Material Adverse Effect;

(cc) the Company and TCC are in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance could not reasonably be expected to result in a Material Adverse Effect;

(dd) all consents, approvals, permits, authorizations or filings as may be required under Canadian Securities Laws necessary to the performance by the Company of its obligations under this Agreement and the Ancillary Documents will have been obtained at the Closing Date or will be obtained within the time prescribed by Canadian Securities Laws;

(ee) to the knowledge of the Company, no material legal or governmental proceedings to which the Company or TCC, or any material property or assets of the Company or TCC, would be subject are pending, threatened or contemplated;

(ff) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority in any of the Reporting Jurisdictions and is continuing in effect, and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any governmental authority in any of the Reporting Jurisdictions;

(gg) other than the Agents or a member of the Selling Group, there is no Person acting or purporting to act at the request of the Company who is entitled to any brokerage or agency fee in connection with the transactions contemplated herein, including, without limitation, the Offering and the Concurrent Placement;

(hh) the Company's Auditor has been independent with respect to the Company at all relevant times within the meaning of Canadian Securities Laws and the rules and regulations of the Canadian securities regulatory authorities;

(ii) the Company is a "reporting issuer" as the term in defined under securities laws in the Reporting Jurisdictions, and is not in default of the requirements of the applicable securities laws in any such jurisdiction in any material respect;

(jj) the Company has filed all forms, reports, documents and information required to be filed by it since the date of the Reverse Takeover, whether pursuant to Canadian Securities Laws in the Reporting Jurisdictions, or otherwise, with the applicable securities commissions, and the Company does not have any confidential filings with any applicable securities regulatory authorities. As of the time the Company Disclosure Documents were filed with the applicable securities regulatory authorities and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Company Disclosure Documents complied in all material respects with the requirements of the Canadian Securities Laws in the jurisdictions they were filed; and (ii) none of the Company Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(kk) the Company's interim condensed consolidated financial statements for the three and nine months ended September 30, 2021, and the audited financial statements of Tokens.com Inc. for the period from incorporation until December 31, 2020 were prepared in accordance with IFRS and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of the Company as at the applicable dates thereof, and the results of its operations and its cash flows for the periods then ended, and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company in accordance with IFRS, and there has been no material change in accounting policies or practices of the Company since the date of the Reverse Takeover;

(ll) all taxes due and payable, or required to be collected or withheld and remitted, by the Company and TCC have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by the Company and TCC have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the

Company, no examination of any tax return of the Company or TCC is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company or TCC. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Company or TCC;

(mm) the Company and TCC have established on their books and records reserves that are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets and properties of the Company or TCC (other than liens for taxes that are not yet due and payable), and there are no audits pending of the tax returns of the Company or TCC (whether federal, state, provincial, territorial, local or foreign), and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental authority of any material deficiency;

(nn) the Company and TCC maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(oo) there are no third party consents required to be obtained in order for the Company to complete the Offering and grant the Agents' Option;

(pp) the Company and TCC have not delegated any of their respective cryptocurrency assets to any third party, other than to Polychain Crypto Laboratory LLC pursuant to (i) the Polychain Master Services Agreement; (ii) Staked Securely, Inc. pursuant to the Staked Securely Master Services Agreement; and (iii) Bison Trails Co. pursuant to the Bison Trails Master Services Agreement;

(qq) the Company does not have any agreements with digital asset custodians other than the user agreement dated December 8, 2020 between the Company and COINbase Inc.;

(rr) Metaverse has been duly incorporated and is validly existing under the laws of Ontario and has all requisite corporate power, capacity and authority to (i) own, lease and operate its properties and assets; and (ii) conduct its business as currently conducted;

(ss) to the knowledge of the Company, (i) Metaverse owns or has the valid rights to use all of Intellectual Property material to the conduct of the business of Metaverse as currently conducted, and (ii) has a valid and enforceable right to use all material third party Intellectual Property used or held for use in the business of Metaverse, except where the same would not result in a Material Adverse Effect;

(tt) to the knowledge of the Company, no material legal or governmental proceedings to which Metaverse, or any material property or assets of Metaverse, would be subject are pending, threatened or contemplated;

(uu) the shareholders' agreement of Metaverse dated October 14, 2021 to which the Company is a party constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms subject to applicable laws relating to bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and

(vv) to the knowledge of the Company, the authorized capital of Metaverse consists of an unlimited number of common shares of which 50,000,000 common shares are issued and outstanding and the Company is the registered and beneficial holder of 25,000,000 common shares of Metaverse.

7. CLOSING

7.1 The Offering shall be completed at the Closing Time virtually or at such other place as the Agents and the Company may agree upon. Multiple closings of the Offering may occur. At the Closing Time:

(a) the Company shall deliver to the Agents certificates representing, or other evidence of the electronic issuance of, the Unit Shares and Warrants issued under the Offering, registered in accordance with the terms and conditions of the Subscription Agreements (or as the Agents may otherwise direct), completed and executed copies of which shall have been received by the Company at least 24 hours prior to the Closing Time;

(b) the Agents shall deliver the aggregate proceeds of the Offering, net of the Commission, the Agents' Expenses, the Advisory Fee and any other fees payable to the Agents under this Agreement, to the Company in lawful money of Canada by wire transfers; and

(c) the Company shall issue and deliver certificates representing the Broker Warrants to the Agents.

7.2 Notwithstanding any contrary provision in this Agreement including any schedule hereto, no investigation or opportunity afforded the Agents or their advisors to conduct due diligence shall in any way affect, or limit liability for, any representation, warranty or covenant of the Company contained in this Agreement and the Agents will be deemed to have relied solely upon the representations, warranties and covenants contained in this Agreement, notwithstanding any contrary information that may have been provided or made available to the Agents or any of the Agents' representatives or that the Agents discovered in the course of any such investigation either prior to or subsequent to the date of this Agreement.

8. CLOSING CONDITIONS

In addition to the deliveries contemplated by Section 7, each Purchaser's subscription to purchase Units and the Agents' obligation to close the purchase of Units at the Closing Time shall also be conditional upon the satisfaction or waiver, at or before the Closing Time, of the following conditions:

(a) each executive officer and director of the Company shall enter into, prior to the Closing, agreements pursuant to which such Persons will agree not to sell Common Shares or securities convertible or exchangeable into Common Shares, for a period of 120 days from the Closing Date without the prior written consent of the Lead Agent;

(b) the Company shall have made and/or obtained the necessary filings, approvals, consents and acceptances under Canadian Securities Laws required to be made or obtained by the Company prior to the Closing Time in connection with the Offering, on terms which are acceptable to the Agents, acting reasonably;

(c) the Company shall have delivered certificates dated the Closing Date, signed by appropriate officers of the Company addressed to the Agents and counsel to the Agents, with respect to (i) the constating documents of the Company; (ii) all resolutions of the Company's board of directors relating to this Agreement, the Ancillary Documents, the grant of the Agents' Option, the creation, issuance, grant, sale, reservation and allotment, as applicable, of the Purchased Securities, the Warrant Shares, the Compensation Securities, and the consummation of the respective transactions contemplated herein and therein; (iii) the incumbency and specimen signatures of signing officers; and (iv) such other matters as the Agents may reasonably request;

(d) the Company's boards of directors shall have authorized and approved this Agreement, the Ancillary Documents and any other agreements pursuant to which the Purchased Securities are to be issued, the grant of the Agents' Option, the creation, offering, issuance, grant and sale, reservation and allotment, as the case may be, of the Purchased Securities, the Warrant Shares and the Compensation Securities, and all matters relating to the foregoing;

(e) the Subscription Agreements shall have been accepted, executed and delivered by the Company;

(f) the Agents shall have received favourable legal opinions addressed to the Purchasers and to the Agents and their counsel, in form and substance reasonably satisfactory to the Agents' counsel, dated the Closing Date from Bennett Jones LLP, counsel for the Company, as to the laws of Canada and of the Qualifying Jurisdictions in which Purchasers are resident at the Closing Time, provided that counsel may rely on opinions of local counsel of recognized standing in such jurisdictions where they are not qualified to practice law, in which counsel may rely, as to factual matters only, on certificates, the Transfer Agent, the Warrant Agent, public officials and officers of the Company, which opinion shall address such matters as the Agents may reasonably request, including those matters identified in Schedule “B”;

(g) if any Units are sold in the United States or to, or for the account or benefit of a U.S. Person (as defined in Schedule "A") or a Person in the United States, the Agents shall have received, at the Closing Time, an opinion from Dorsey & Whitney LLP, U.S. legal counsel to the Company, in form and substance reasonably satisfactory to the Agents, to the effect that registration under the U.S. Securities Act is not required in connection with the offer and sale of such Units, provided such offers and sales are made in compliance with Schedule “A” to this Agreement and provided further that it is understood by the Agents that no opinion is expressed as to any subsequent resale of any Unit Shares, Warrants or Warrant Shares;

(h) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at the end of business on the Business Day prior to the Closing Date;

(i) the Agents shall have received a certificate from the Warrant Agent confirming its appointment as the warrant agent in respect of the Warrants;

(j) the Company shall have delivered to the Agents evidence of the approval (or conditional approval) of the listing and posting for trading of the Unit Shares, and when issued, the Warrant Shares, Broker Unit Shares and Broker Unit Warrant Shares, on the Exchange, subject only to satisfaction by the Company of standard listing conditions;

(k) the Company shall have fulfilled, in all material respects to the satisfaction of the Agents, acting reasonably, all covenants set forth in Section 5 that are required to be satisfied by it on or prior to the Closing Time; and

(l) the Company shall have provided confirmation to the Agents that the subscribers under the Concurrent Placement have: (i) provided executed subscription agreements to the Company; and (ii) delivered the Company, the proceeds of the Concurrent Placement.

9. RIGHTS OF TERMINATION

(a) The Agents (on their own behalf and on behalf of the Purchasers) shall be entitled, at their discretion, acting reasonably, to terminate and cancel, without any liability on their part (or on the part of the Purchasers), the obligations of the Agents and the Purchasers under this Agreement or the Subscription Agreements, by notice in writing to that effect delivered to the Company prior to or at the Closing Time, if:

(i) any enquiry, action, suit, investigation or other proceeding, whether formal or informal (including matters of regulatory transgression or unlawful conduct), is instituted, announced or threatened, or any order or ruling is made by any federal, provincial or other governmental authority or any securities regulatory authority in relation to or against the Company or TCC or any directors or officers of principal shareholders thereof that, in the reasonable opinion of the Agents, operates to prevent or restrict the distribution or trading of the Purchased Securities or which, in the reasonable opinion of the Agents, might be expected to have a significant adverse effect on the market price or value of the Purchased Securities; or

(ii) there should develop, occur or come into effect any occurrence, event or incident of any nature, including, without limitation, accident, natural disaster, act of terrorism, public protest, governmental law or regulation, or financial occurrence, of national or international consequence, or any escalation in the severity of COVID 19, which in the sole opinion of the Agents, acting reasonably, seriously adversely affects, or may seriously adversely affect, the national or international financial markets or the properties, operations, business, affairs, profitability, financial condition or assets of the Company or TCC or the market price or value or marketability of the securities of the Company; or

(iii) there is, in the sole opinion of the Agents, acting reasonably, any material change in relation to the Company or TCC, or if there should be discovered, whether as a result of the Agents' continuing due diligence or otherwise, any previously undisclosed material fact with respect to the Company or TCC, or if there should occur a change in any material fact or a new material fact should arise with respect to the Company or TCC, which in any case, in the opinion of the Agents, acting reasonably, has or would reasonably be expected to result in a Material Adverse Effect; or

(iv) the Company is in breach of a material term, condition or covenant of this Agreement required to be fulfilled at or prior to the Closing Time (the Company agreeing that all terms and conditions in this Agreement to be fulfilled at or prior to the Closing Time shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by it, that it will use its commercially reasonable best efforts to cause such conditions to be complied with, and that the Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions of this Agreement without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agents only if the same is in writing); or

(v) there should develop, occur or come into effect or existence any occurrence in any financial market, including the Canadian, United States or any international financial market(s), which, in the sole opinion of the Agents, acting reasonably, materially adversely affects or may materially adversely affect the marketability of the Purchased Securities such that, in the sole opinion of the Agents, acting reasonably, the Purchased Securities cannot be profitably marketed; or

(vi) the Company is in breach of any material term of any Ancillary Document or if any of the representations or warranties made by the Company in this Agreement or in any Ancillary Document delivered by the Company in connection with the Offering is false or has become false in any material respect; or

(vii) any order to cease trading in securities of the Company is made or threatened by a securities regulatory authority or other body with jurisdiction; or

(viii) any condition precedent set out in Section 8 remains outstanding and uncompleted at the Closing Time.

(b) The rights of termination contained in Section 9(a) may be exercised by the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act, failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the Agents to the Company, or on the part of the Company to the Agents, except in respect of any liability which may have arisen or arises after such termination under Sections 10, 11 and 13.

(c) The Agents shall make reasonable best efforts to give the notice to the Company as contemplated by Section 9(a) on the occurrence of any of the events or circumstances referred to therein, provided that neither the giving nor the failure to give such notice shall in any way affect the Agents' entitlement to exercise its rights contained in Section 9(a) at any time through to the Closing Time.

10. EXPENSES

Whether or not the Offering is completed, all reasonable expenses of the Company incurred in relation to the Offering shall be borne by the Company including, without limitation, all private placement fees required under Canadian Securities Laws or in any other jurisdiction (provided that such jurisdiction was agreed to by the Company), all filing fees in connection therewith, the fees and expenses of counsel to the Company, including all local counsel (including United States counsel), and all fees and expenses of the Company's Auditors. The Company shall further be responsible for all reasonable expenses of the Agents and members of the Selling Group (including, without limitation, all reasonable travel, meals and accommodation expenses in connection with road show presentations, marketing and due diligence, preparation of audio-visual and other information, meeting materials and costs incurred in connection with preparing, filing, printing, translating and providing commercial copies of any offering documents, marketing materials or other documents, and all applicable taxes on any of the foregoing) and all reasonable disbursements, fees and expenses of legal counsel to the Agents in all jurisdictions, subject to the maximum amount set out in the Engagement Letter (collectively, the "**Agents' Expenses**"). The Agents' Expenses will be payable by the Company in addition to any other fees payable to the Agents under this Agreement and will be payable as at the Closing Date.

In the event that the Offering is not completed, for any reason whatsoever, or the Agents have terminated this Agreement pursuant to Section 9, the Company shall be responsible for the payment of the Agents' Expenses otherwise payable by the Company under this Section 10. All or part of any of the Commission, the Agents' Expenses and any other fees payable to the Agents under this Agreement may be subject to applicable taxes in which event a corresponding additional amount may be payable by the Company to the Agents.

11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All warranties, representations, covenants and agreements herein contained shall survive the issuance and sale of the Purchased Securities, the grant of Broker Warrants, the issuance of the Warrant Shares, and the issuance of the Broker Warrant Shares and grant of the Warrants upon exercise of the Broker Warrants, and continue in full force and effect for the benefit of the Agents and the Purchasers, for a period of two years following the Closing Date, and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the issuance and sale of the Purchased Securities, the grant of the Broker Warrants, the issuance of the Warrant Shares, the issuance of the Broker Warrant Shares and the grant of the Warrants upon exercise of the Broker Warrants. Notwithstanding the foregoing, the Indemnity provided in Section 13 shall not be limited to or otherwise affected by any other indemnity obtained from any other Person and shall continue in full force and effect with all possible liability arising directly or indirectly from the transactions and actions contemplated by this Agreement have been fully extinguished by operation of law.

12. BEST EFFORTS

The Agents and the Company agree that nothing herein shall be deemed to constitute: (a) an offer, binding commitment or undertaking on the part of the Agents or any member of the Selling Group who may participate in the Offering and does not ensure the successful arrangement or completion of the Offering or any portion thereof; or (b) a binding commitment by the Company to proceed with the Offering. The Agents and the Selling Group shall use commercially reasonable best efforts to complete the Offering.

13. INDEMNITY

13.1 The Company (the "**Indemnitor**") hereby agrees to indemnify, defend and hold harmless the Agents and their respective affiliates, shareholders, partners, the Selling Group and each of their respective directors, officers, employees and agents (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") to the fullest extent permitted by law, against all losses, claims, damages, expenses or liabilities of any nature (other than loss of profit), including the reasonable fees and expenses of their counsel and other reasonable out-of-pocket expenses incurred in investigating and defending any pending or threatened action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, the Offering (including, but not limited to: (a) any information or statement contained in the Offering Documents, which at the time and in light of the circumstances in which it was made, contains or is alleged to contain a misrepresentation; (b) any omission to state in the Offering Documents any fact required to be stated to make any statement in the Offering Documents not misleading in light of the circumstances in which it was made; (c) any omission or alleged omission to state, in any certificate of the Indemnitor delivered under or pursuant to the Agreement, any fact (except facts relating solely to the Lead Agent) required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances it was made; (d) the non-compliance by the Indemnitor with the requirements of applicable securities laws, regulations or rules; and (e) any order made or investigation or proceeding commenced or threatened by any securities commission or other competent authority based upon any untrue statement, omission or misrepresentation (alleged or otherwise) in the Offering Documents or based on any failure to comply with securities legislation, preventing or restricting the trading in or sale of the Unit Shares or the Warrants), and including any matter arising prior to the date hereof. This indemnity shall not apply to the extent that any losses, claims, damages, expenses or liabilities are determined by a final judicial determination to have directly been caused by or resulted from the negligence, fraudulent acts or wilful misconduct of the Indemnified Party.

13.2 Promptly after receiving notice of an action, suit, proceeding or claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Indemnified Party will notify the Indemnitor in writing of the particulars thereof, provided that the omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which it may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required materially prejudices the defense of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnitor have under this indemnity. Upon receipt of such notice, the Indemnitor shall promptly retain counsel (who shall be reasonably acceptable to the Indemnified Party) to represent the Indemnified Party in such matter and the Indemnitor shall pay the reasonable fees and disbursements of such counsel relating to such matter.

13.3 In any such matter, the Indemnified Party shall have the right to retain one other counsel to act on his, her or its behalf, and the Indemnitor shall pay the reasonable fees and disbursements of such other counsel if: (a) the Indemnified Party is advised by counsel that there is an actual or potential conflict in the Indemnitor's and their respective interests or additional defenses are available to the Indemnified Party such that representation by the same counsel would be inappropriate; (b) the Indemnitor has not assumed the defense of the claim, action, suit or proceeding within 10 Business Days after receiving notice thereof; or (c) employment of such other counsel has been authorized by the Indemnitor; provided, however, that the Indemnitor shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.

13.4 The Indemnitor agrees that the Indemnified Parties shall not have any liability to the Indemnitor or any Person asserting claims on behalf of or in right of the Indemnitor in connection with or as a result of any of the Indemnified Parties' entering into this Agreement or any matter referred to in this Agreement, including, without limitation, related services and activities prior to the date of the this Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by the Indemnitor were directly caused by or resulted from the negligence, and fraudulent acts or wilful misconduct of the Indemnified Parties in performing the services that are the subject of this Agreement or arose from information provided by the Agents to the Indemnitor that was included in the Offering Documents.

13.5 No admission of liability, fault, culpability or failure to act and no settlement of any claim, action, suit or proceeding shall be made without the consent of each Indemnified Party affected, such consent not to be unreasonably withheld, unless such admission or settlement includes an unconditional and full release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding. The Indemnitor shall be liable for any settlement of any claim, action, suit or proceeding made without such consent (such consent not to be unreasonably withheld in connection with any settlement involving only the payment of monetary damages).

13.6 If the foregoing indemnification is not for any reason available, the Indemnitor agrees to contribute to the amount paid or payable by the Indemnified Party as a result of any losses, claims, damages, liabilities and expenses involved (A) in the proportion appropriate to reflect the relative benefits received or sought to be received by the Indemnitor and its shareholders and affiliates and other constituencies, on the one hand, and any Indemnified Party on the other hand, in connection with the matters contemplated by this Agreement or (B) if (but only if and to the extent) the allocation provided for in clause (A) is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (A) but also the relative fault of the Indemnitor and its shareholders and affiliates and other constituencies, on the one hand, and the party entitled to contribution, on the other hand, as well as any other relevant equitable considerations. The Indemnitor agrees that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Indemnitor and its shareholders and affiliates and other constituencies, on the one hand, and the party entitled to contribution, on the other hand, in connection with the matters contemplated by this Agreement shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Indemnitor or its shareholders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which any Indemnified Party has been retained to perform services bears to the fees paid to any Indemnified Party under this Agreement; provided that, in no event shall the Indemnitor contribute less than the amount necessary to assure that any Indemnified Party is not liable for losses, claims, damages, liabilities and expenses in excess of the amount of fees actually received by any Indemnified Party pursuant to this Agreement. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Indemnitor or other conduct by the Indemnitor (or its employees or other agents), on the one hand, or by any Indemnified Party on the other hand. The contribution provisions contained in this paragraph shall not apply to the extent that any losses, claims, damages, expenses or liabilities are determined by a final judicial determination to have resulted directly from the negligence or wilful misconduct of the Indemnified Party.

13.7 For purposes of this Agreement, reference to an Indemnified Party that is an Agent or the Selling Group shall include each of its affiliates, each other person, if any, controlling the Agents or any of its affiliates, their respective officers, current and former directors, employees and agents, and the successors and assigns of all of the foregoing persons.

13.8 The Indemnitor and the Agents agree that the Agents hereby acts as trustee on behalf of all Indemnified Parties hereunder who are not a direct signatory to this Agreement and that the Agents hold the entitlements and benefits of this Indemnity in trust for each such Indemnified Party.

13.9 The foregoing rights of indemnity and contribution shall be in addition to any rights that any Indemnified Party may have at common law or otherwise.

13.10 The rights of indemnification and contribution contained herein and any Claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Agreement, directly or indirectly, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except as set forth below in respect of any Claim brought by a third party against any Indemnified Party, no Claim may be commenced, prosecuted or continued in any court other than the courts of the Province of Ontario, which courts shall have exclusive jurisdiction over the adjudication of such matters, and the Indemnitor and the Agents irrevocably attorn to the jurisdiction of such courts and consent to personal service with respect thereto. The Indemnitor hereby consent to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Agreement is brought by any third party against any Indemnified Party, provided the foregoing shall not prevent the Indemnitor from contesting the personal jurisdiction, service or venue of such court over the applicable Indemnified Parties and the Agents shall use their best efforts to cause the Indemnified Parties to, cooperate with the Indemnitor in that regard. Each of the Agents and the Indemnitor waive all right to trial by jury in any proceeding or Claim (whether based upon contract, tort or otherwise) arising out of or in any way relating to this Agreement. The Indemnitor agrees that a final judgment in any proceeding or Claim arising out of or in any way relating to this Agreement brought in any such court shall be conclusive and binding upon the Indemnitor and may be enforced in any other courts to the jurisdiction of which the Indemnitor is or may be subject, by suit upon such judgment.

14. CONFIDENTIAL INFORMATION

The Agents agree, and each of the Agents' subsidiaries and affiliates agree, and each of their directors, officers, employees and members of the Selling Group ("**Personnel**") agree, subject to any applicable laws and regulations which may require disclosure, to take all reasonable steps to keep all information or documents relating to this Agreement, the Offering and the Company ("**Confidential Information**") confidential, and not use the Confidential Information except to the extent necessary for the Offering. The Agents and the Personnel will ensure that Confidential Information is only disclosed to those Persons who need to know the

Confidential Information for the purpose of the Offering and will ensure that such Persons are aware of the obligations of confidentiality in relation to such Confidential Information.

15. ADVERTISEMENTS

Except as may be otherwise provided in Schedule "A" hereof, the Company acknowledges that the Agents shall have the right, at their own expense, to place such advertisements or press releases relating to the Offering, following the Closing, as the Agents may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Agents each agree not to make or publish any advertisement or press release in any media whatsoever relating to, or otherwise publicizing, the Offering so as to result in any exemption from the prospectus and registration requirements of applicable securities legislation in Canada, the United States or any other applicable jurisdiction, or of any province, territory, possession, administrative district or state thereof, being unavailable in respect of the sale of the Units to prospective purchasers. Subject to compliance with applicable law, any press release or advertisement of the Company or the Agents relating to the Offering will be provided in advance to each of the other parties to this Agreement, and each will use its reasonable commercial efforts to agree to the form and substance thereof with the other parties prior to the release thereof.

16. DIRECTION OF INQUIRIES

The Company agrees to direct all inquiries from Persons expressing an interest in participating in the Offering to the Agents as long as the Agents are engaged under this Agreement.

17. USE OF ADVICE

17.1 The Company acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by the Agents in connection with this Agreement are intended solely for the Company's benefit and its internal use only in considering the Offering. The Company agrees that no such opinion, advice, analysis or material will be used for any other purpose other than the completion of the Offering, or publicly reproduced, disseminated, quoted from or referred to, in whole or in part, at any time, in any manner or for any purpose, without the Agents' prior written consent in each specific instance.

17.2 Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications and reservations as the Agents, in their sole judgment, deem necessary or prudent in the circumstances.

17.3 The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by, or any unauthorized reference to, the Agents or this Agreement.

18. RELATIONSHIP

In connection with the services described herein, each of the Agents shall act as an independent contractor, and any duties of the Agents arising out of this Agreement shall be owed solely to the Company. The Company acknowledges that the Agents are securities firms engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other Persons engaged in businesses similar or competitive to the business of the Company. The Company acknowledges and agrees that, in connection with all aspects of this Agreement, and any communications in connection therewith, the Company, on the one hand, and the Agents and any of their respective affiliates through which the Agents may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or their affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. Information which is held elsewhere within the Agents, but of which none of the individuals in the investment banking department or division of the Agents involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain), will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Company under this Agreement.

19. NOTICES

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

If to the Company, at:

Tokens.com Corp.
c/o 3400 One First Canadian Place
Toronto, ON M5X 1A4

Attention: Andrew Kiguel, Chief Executive Officer
Email: **[Redacted – Personal Information]**

and, in respect of any notice given to the Company, with a copy, which shall not constitute notice, to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Attention: Curtis Cusinato / Angela Blake
E-mail: cusinatoc@bennettjones.com / blakea@bennettjones.com

If to the Agents, at:

Stifel Nicolaus Canada Inc.
145 King Street West, Suite 300
Toronto, ON M5H 1J8

Attention: Harris Fricker
E-mail: **[Redacted – Personal Information]**

and, in respect of any notice given to any Agent, with a copy, which shall not constitute notice, to:

McMillan LLP
Brookfield Place
181 Bay Street, Suite 440
Toronto, ON M5J 2T3

Attention: Georges Dubé
E-mail: georges.dube@mcmillan.ca
Telecopy: (416) 865-7048

or to such other address as any of the parties may designate by notice given to the others. Each notice shall be personally delivered to the addressee or sent by email to the addressee and a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and a notice which is sent by email shall be deemed to be given and received on the Business Day on which it is sent, provided it is sent prior to 5:00 p.m. (Toronto time) on such Business Day, and, if not, on the Business Day following the day on which it is sent.

20. GENERAL

20.1 Time of the Essence. Time shall, in all respects, be of the essence hereof.

20.2 Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

20.3 Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

20.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

20.5 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Agents and the Purchasers and their respective successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the prior written consent of the other parties.

20.6 Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things, and shall execute or cause to be executed all such documents, agreements and other instruments, as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

20.7 **Effective Date.** This Agreement is intended to, and shall, take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

20.8 **Counterparts and Electronic Execution.** This Agreement may be executed in any number of counterparts, which taken together shall form one and the same agreement. This Agreement may be executed by one or more of the parties by DocuSign or other form of electronic transmission, and all parties agree that the reproduction of signature by way of DocuSign or other form of electronic transmission will be treated as though such reproductions were executed originals.

20.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereto attorn to the non-exclusive jurisdiction of the courts of such province in connection with all matters arising hereunder.

[*Signatures on following page*]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this letter where indicated below and delivering the same to the Agents.

Yours very truly,

STIFEL NICOLAUS CANADA INC.

(signed) "*Harris Fricker*"

By: Harris Fricker
Title: President

POWERONE CAPITAL MARKETS LIMITED

(signed) "*David D'Onofrio*"

By: David D'Onofrio
Title: Chief Financial Officer

CANACCORD GENUITY CORP.

(signed) "*Gene McBurney*"

By: Gene McBurney
Title: Chief Executive Officer, Canaccord Genuity Emerging Markets

EVENTUS CAPITAL CORP.

(signed) "*Jeffrey Zicherman*"

By: Jeffrey Zicherman
Title: Chief Executive Officer

M PARTNERS INC.

(signed) "*Steve Isenberg*"

By: Steve Isenberg
Title: Chief Executive Officer

RICHARDSON WEALTH LIMITED

(signed) "*Nargis Sunderji*"

By: Nargis Sunderji
Title: Vice President, Private Client Capital Markets

The foregoing is hereby accepted on the terms and conditions herein set forth.

DATED as of the 16th day of November, 2021.

TOKENS.COM CORP.

(signed) "*Andrew Kiguel*"

By: Andrew Kiguel
Title: Chief Executive Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

A. Definitions

Capitalized terms used in this Schedule "A" and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule "A" is attached, and the following terms shall have the meanings indicated:

(a) "**Dealer Covered Person**" has the meaning set forth below;

(b) "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Purchased Securities or Broker Warrants and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of such securities;

(c) "**Disqualification Event**" has the meaning set forth below;

(d) "**QIB Letter**" has the meaning set forth below;

(e) "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A under the U.S. Securities Act;

(f) "**Regulation D**" means Regulation D as promulgated under the U.S. Securities Act;

(g) "**Regulation D Purchased Securities**" has the meaning set forth below;

(h) "**Regulation D Units**" has the meaning set forth below;

(i) "**Regulation S**" means Regulation S as promulgated under the U.S. Securities Act;

(j) "**Substantial U.S. Market Interest**" means a "substantial U.S. market interest" as that term is defined in Regulation S;

(k) "**U.S. Accredited Investor**" means an "accredited investor" as that term is defined in Rule 501(a) of Regulation D;

(l) "**U.S. Accredited Investor Certificate**" has the meaning set forth below;

(m) "**U.S. Person**" means a "U.S. person", as such term is defined in Rule 902(k) of Regulation S; and

(n) "**U.S. Securities Act**" means the *United States Securities Act* of 1933, as amended.

B. Representations, Warranties and Covenants of the Agents

The Agents acknowledge and agrees that the Purchased Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws, and the Purchased Securities may be offered and sold only in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any applicable state securities laws. Accordingly, the Agents represent, warrant and covenant to the Company that:

1. None of the Agents, a member of the Selling Group, their respective affiliates or any person acting on any their behalves has offered or will offer any Units except: (a) in an "offshore transaction," as such term is defined in Regulation S, outside the United States in accordance with Rule 903 of Regulation S; or (b) in the United States to, or for the account or benefit of, Qualified Institutional Buyers or U.S. Accredited Investors purchasing pursuant to the exemption from the registration requirements of the U.S. Securities Act under Rule 506(b) of Regulation D and in compliance with similar exemptions under applicable state securities laws as provided in paragraphs 2 through 12 below. Accordingly, none of the Agents, a member of the Selling Group, their respective affiliates or any person acting on any their behalves, has made or will make (except as permitted in paragraphs 2 through 13 below): (i) any offer to sell, or any solicitation of an offer to buy, any Units in the United States or to, or for the account or benefit of, U.S. Persons; (ii) any sale of Units to any purchaser unless, at the time the buy order was or is originated, the purchaser was outside the United States, or the Agents, the Selling Group, their respective affiliates or person acting on their behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Units, except with a member of the Selling Group or with the prior written consent of the Company. It shall require the Selling Group to agree in writing, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that the Selling Group complies with, the same provisions of this Schedule "A", as apply to such Agents as if such provisions applied to the Selling Group.

3. All offers and sales of the Units in the United States or to, or for the account or benefit of, U.S. Persons have been and shall be made only by the Selling Group which will be comprised of U.S. broker-dealers registered pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements) and in good standing with the Financial Industry Regulatory Authority, Inc., in compliance with all applicable U.S. federal and state broker-dealer requirements.

4. Offers of Units in the United States or to, or for the account or benefit of, U.S. Persons have not been made and shall not be made: (i) by any form of "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D), including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or (ii) or has taken or will take any action that

would constitute a public offering of the Units in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. The Agents, acting only through the Selling Group, have offered and will offer the Units in the United States or to, or for the account or benefit of, U.S. Persons only to offerees with respect to which the Agent, the Selling Group has a pre-existing business relationship and has reasonable grounds to believe and does believe, are either Qualified Institutional Buyers or U.S. Accredited Investors (and in compliance with Rule 506(b) of Regulation D and applicable state securities laws).

6. Prior to the completion of any sale by the Company of the Units in the United States or to, or for the account or benefit of, U.S. Persons, (i) each such purchaser that is a Qualified Institutional Buyer thereof will be required to execute a Qualified Institutional Buyer Letter in the form attached as Annex II to Schedule "C" of the Subscription Agreements (the "**QIB Letter**"); or (ii) each such purchaser that is a U.S. Accredited Investor thereof will be required to execute Annex I to Schedule "C" of the Subscription Agreements (the "**U.S. Accredited Investor Certificate**").

7. Prior to the Closing Date, the Agents will provide the Company and the transfer agent of the Company with a list of all purchasers of the Units who are in the United States or are U.S. Persons or who were offered Units in the United States. Prior to the Closing Date, the Agents will provide the Company with copies of all QIB Letters and U.S. Accredited Investor Certificates, duly executed by such purchasers for acceptance by the Company.

8. The Agent agrees to deliver, through the U.S. Affiliate, to each offeree in the United States a Subscription Agreement. Prior to the completion of any sale of the Offered Securities to a U.S. Purchaser, each such U.S. Purchaser will be required to execute and deliver a Subscription Agreement and any applicable schedules thereto, including the schedule applicable to U.S. Accredited Investors or the schedule applicable to Qualified Institutional Buyers. No other written material (other than the Presentation) will be used in connection with the offer or sale of the Offered Securities in the United States.

9. At Closing, each of the Agents and members of the Selling Group that have offered or sold Purchased Securities in the United States or to, or for the account or benefit of, U.S. Persons will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "A", relating to the manner of the offer and sale of the Units in the United States or to, or for the account or benefit of, U.S. Persons or the Agents and such persons will be deemed to have represented and warranted that no offers or sales of the Units were made in the United States.

10. None of the Agents, the Selling Group, their respective affiliates or any person acting on their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Units.

11. As of the Closing Date, with respect to Units to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Units**"), the Agents represent that

none of (i) the Agents or Selling Group, (ii) the Agents or the Selling Group's general partners or managing members, (iii) any of the Agent's or the Selling Group's directors, executive officers or other officers participating in the offering of the Regulation D Units, (iv) any of the Agents' or the Selling Group's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Units or (v) any other person associated with any of the above persons, including any member of the Selling Group, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Units (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1) under Regulation D (a "**Disqualification Event**").

12. As of the Closing Date, the Agents represent that they are not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Units.

13. It is acquiring the Broker Warrants as principal for its own account and not for the benefit of any other person. Furthermore, in connection with the grant of the Broker Warrants, it is (i) not a U.S. Person and it is not acquiring the Broker Warrants in the United States, or on behalf of a U.S. Person or a person located in the United States, and (ii) the Agency Agreement was executed and delivered outside the United States. It agrees that it will not engage in any Directed Selling Efforts with respect to any Broker Warrants.

C. Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that, as of the date hereof and the Closing Date:

1. The Company is a "foreign issuer", within the meaning of Regulation S, and reasonably believes that there is no Substantial U.S. Market Interest in Units or any class of the Company's equity securities.

2. The Company is not, and as a result of the sale of the Purchased Securities will not be, an "investment company", as defined in the United States Investment Company Act of 1940, as amended, registered or required to registered under such Act.

3. During the period in which the Purchased Securities are offered for sale, none of its affiliates, or any person acting on its or their behalf (other than the Agents, the Selling Group, any of their respective affiliates, or any person acting on their behalf in respect of which no representation, warranty, covenant or agreement is made): (i) has made or will make any Directed Selling Efforts; or (ii) has engaged in or will engage in any form of "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D) with respect to offers or sales of Purchased Securities in the United States or to, or for the account or benefit of, U.S. Persons, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet, or broadcast over radio, television or the

internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or has taken or will take any action that would constitute a public offering of the Purchased Securities in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

4. For a period of six months prior to the commencement of the Offering, none of it, its affiliates or any person acting on its or their behalf (other than the Agents, the Selling Group, any of their respective affiliates, or any person acting on their behalf in respect of which no representation, warranty, covenant or agreement is made): (i) has sold, offered for sale or solicited any offer to buy, and will not sell, offer for sale or solicit any offer to buy, any of the Company's securities in a manner that would be integrated with the offer and sale of the Units and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Purchased Securities, and (ii) has engaged or will engage in any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D) in connection with any offer or sale of the Company's securities in reliance upon Rule 506(c) of Regulation D or otherwise in a manner that would be integrated with the offer and sale of the Purchased Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Purchased Securities in the United States or to, or for the account or benefit of, U.S. Persons.

5. During the period in which the Purchased Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of its or their behalf (other than the Agents, the Selling Group, any of its or their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take any action (i) in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Purchased Securities or (ii) that would cause the exemption afforded by Rule 506(b) of Regulation D to be unavailable for offers and sales of the Purchased Securities in the United States or to, or for the account or benefit of, U.S. Persons in accordance with the Agreement, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Units outside the United States in accordance with the Agreement.

6. Within 15 days of the first sale of the Purchased Securities in the United States or to, or for the account or benefit of, U.S. Persons, the Company will file a Form D, Notice of Sale, with the United States Securities and Exchange Commission and any applicable state securities commissions in connection with the offer and sale of such securities.

7. Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction, temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

8. Except with respect to offers and sales in accordance with this Agreement (including this Schedule "A") in the United States to persons that are either U.S. Accredited Investors or Qualified Institutional Buyers in reliance upon the exemption from registration set forth in Rule 506(b) of Regulation D, none of the Company, its affiliates, or any person acting on

its or their behalf (other than the Agents, the Selling Group, any of its or their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Purchased Securities in the United States; or (B) any sale of Purchased Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Company, its affiliates, and any person acting on their behalf reasonably believes that the purchaser is outside the United States.

9. As of the Closing Date, with respect to the Purchased Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Purchased Securities**"), none of the Company, any of its predecessors, any "affiliated" (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Company participating in the offering of the Regulation D Purchased Securities, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale of the Regulation D Purchased Securities (other than any Dealer Covered Person, as to whom no representation, warranty, acknowledgement, covenant or agreement is made) is subject to any Disqualification Event.

10. As of the Closing Date, the Company is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Purchased Securities.

EXHIBIT 1 TO SCHEDULE "A"

AGENTS' CERTIFICATE

In connection with the private placement of the Units of Tokens.com Corp. (the "**Company**") in the United States pursuant to the agency agreement dated November 16, 2021 by and between the Company and the Agents (the "**Agreement**"), the undersigned do hereby certify as follows:

1. Stifel, Nicolaus & Company, Incorporated (the "**U.S. Selling Group Member**") was on the date of each offer and sale of Units in the United States or to, or for the account or benefit of, U.S. Persons, and is on the date hereof, a duly registered broker-dealer with the United States Securities and Exchange Commission and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.

2. All offers and sales of the Units in the United States or to, or for the account or benefit of, U.S. Persons have been conducted by us through the U.S. Selling Group Member and in accordance with the terms of the Agency Agreement (including Schedule "A" thereto) and all applicable U.S. federal and state broker-dealers requirements.

3. Immediately prior to offering Units to each prospective purchasers in the United States or who were, or were acting for the account or benefit of, U.S. Persons (each, a "**U.S. Offeree**"), we had reasonable grounds to believe and did believe that each U.S. Offeree was either a U.S. Accredited Investor or a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each U.S. Offeree purchasing the Units from the Company is either a U.S. Accredited Investor or a Qualified Institutional Buyer.

4. Each U.S. Offeree of Units was provided with a copy of the Subscription Agreement in the form agreed to by the Company and the Agents, and each purchaser of Units who is in the United States or is a U.S. Person was provided with a copy of the Subscription Agreement in the form agreed to by the Company and the Agents, and was provided with no other written material, other than the Investor Presentation used in connection with the offer and sale of the Units in the United States.

5. No form of "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D) was used by us, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer and sale of the Units in the United States or to, or for the account or benefit of U.S. Persons.

6. Prior to any sale of Units to a U.S. Offeree, we caused each such U.S. Offeree who is (i) a Qualified Institutional Buyer to execute and a QIB Letter in the form of Annex II to Schedule C of the Subscription Agreement or (ii) a U.S. Accredited Investor to execute a

U.S. Accredited Investor Certificate substantially in the form of Annex I to Schedule C of the Subscription Agreement.

7. Neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Purchased Securities.

8. None of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the offering of the Regulation D Units, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Units or (v) any other person associated with any of the above persons, including any of the Selling Group and any such persons related to such Selling Group, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Units (each, a "**Dealer Covered Person**"), is subject to any to any of the "Bad Actor" disqualifications described in Rule 506(d)(1) under Regulation D.

9. The undersigned represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Units.

10. The offering of the Units in the United States has been conducted by us in accordance with the terms of the Agreement, including Schedule "A" thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agreement, including Schedule "A" attached thereto, unless otherwise defined herein.

DATED this ________ day of ________________, 2021.

STIFEL NICOLAUS CANADA INC.

By: ___________________________

Name: ___________________________

Title: ___________________________

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: ___________________________

Name: ___________________________

Title: ___________________________

SCHEDULE "B"

MATTERS TO BE ADDRESSED IN THE CANADIAN COUNSEL OPINION OF COUNSEL TO COMPANY

The Agents shall have received favourable legal opinions addressed to the Purchasers and the Agents and their counsel, in form and substance satisfactory to the Agents' counsel, dated the Closing Date from Bennett Jones LLP, counsel for the Company, as to the laws of Canada and of the Qualifying Jurisdictions in which Purchasers are resident at the Closing Time, provided that they may rely on opinions of local counsel of recognized standing in such jurisdictions, where they are not qualified to practice law, which counsel may rely as to factual matters only, on certificates of the Transfer Agent, the Warrant Agent, public officials and officers of the Company, which opinion shall address such matters as the Agents may reasonably request including those matters identified below:

(a) as to the valid existence and good standing of the Company and TCC under the respective laws of their jurisdiction of incorporation;

(b) the Company has the requisite corporate power and capacity to carry on its business as presently carried on, and to own, its properties and assets;

(c) the Company is a "reporting issuer" not included on the list of issuers in default in the Reporting Jurisdictions;

(d) as to the authorized share capital and the issued and outstanding share capital of the Company and TCC;

(e) the Company has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under the Agreement and Ancillary Documents;

(f) each of the Agreement and Ancillary Documents has been duly and validly authorized, executed and delivered by the Company and constitute a legal, valid and binding obligation of the Company enforceable in accordance with their respective terms subject to such exceptions and limitations considered appropriate by counsel for the Company;

(g) the execution and delivery of the Agreement and Ancillary Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of or default under, and do not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with, any of the terms, conditions or provisions of (a) the constating documents of the Company, (ii) any resolutions of the board or shareholders; (iii) any applicable Ontario laws and any federal laws applicable therein;

(h) upon payment of the requisite consideration therefore, the Unit Shares will have been validly issued as fully-paid and non-assessable common shares in the capital of the Company;

(i) the Warrants and Broker Warrants will be validly issued and created;

(j) the Broker Unit Warrants have been duly authorized and validly allotted for issued by the Company and, when issued in accordance with the terms of the certificates representing the Broker Warrants, will be validly issued and created by the Company;

(k) the Warrant Shares, Broker Unit Shares and Broker Unit Warrant Shares upon due exercise of the Warrants, Broker Warrants and Broker Unit Warrants, respectively, have been duly authorized and validly allotted for issuance by the Company and, when issued in accordance with the terms of the Warrant Indenture or the certificates representing the Broker Warrants, as applicable, will be validly issued and outstanding as fully paid and non-assessable common shares in the capital of the Company;

(l) that the forms of the certificates or other electronic confirmation representing the Purchased Securities, the Warrant Shares and the Compensation Securities have been duly approved by the Company and comply with the requirements of the *Business Corporations Act* (Ontario), the constating documents of the Company and the applicable requirements of the Exchange;

(m) the issuance, sale and delivery of the Unit Shares, the Warrants and the Broker Warrants to the Purchasers or the Agents, as applicable, in the Qualifying Jurisdictions, has been effected in such a manner as to be exempt from the prospectus and registration requirements of the Canadian Securities Laws in the Qualifying Jurisdictions, subject to the filing of requisite notices and the payments of requisite fees by the Company under applicable Canadian Securities Laws; and the issuance and delivery, as applicable, of the Warrant Shares, Broker Unit Shares, Broker Unit Warrants, Broker Unit Warrant Shares to the Purchasers or the Agents, as applicable, are exempt from the prospectus and registration requirements of Canadian Securities Laws;

(n) the first trade in or resale of the Unit Shares, the Warrants, the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrants and the Broker Unit Warrant Shares will be subject to the prospectus requirements of Canadian Securities Laws;

(o) subject only to the standard listing conditions, the Unit Shares, Warrant Shares and Broker Unit Shares have been conditionally approved for listing on the Exchange;

(p) Computershare Investor Services Inc. has been duly appointed as the Transfer Agent;

(q) Computershare Trust Company of Canada has been duly appointed as the Warrant Agent; and

(r) with respect to such other matters as may reasonably be requested by the Agents prior to the Closing Time.