

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of the 6th day of April, 2026.

BETWEEN:

DARKLAKE LABS PTE. LTD., a corporation organized and existing under the laws of Singapore (the “**Seller**”)

- and -

SOL STRATEGIES INC., a corporation organized and existing under the laws of the Province of Ontario (the “**Buyer**”)

WITNESSETH

WHEREAS, the Seller owns and carries on the business of developing and managing decentralized exchange protocols and zero-knowledge proof systems (the “**Business**”);

AND WHEREAS, the Seller wishes to sell and assign to the Buyer, and the Buyer wishes to purchase and assume from the Seller, all rights, title, and interest in the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1 PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred

Subject to the terms and conditions of this Agreement, the Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, free and clear of any and all liens, charges, security interests, mortgages, pledges, hypothecs, easements, rights of way, covenants, servitudes, options, rights of first refusal, restrictions, claims, defects in title, leases, licences, adverse claims, trusts, encroachments, conditional sales agreements, title retention agreements, or other encumbrances or interests of any kind whatsoever, whether registered or unregistered, legal or equitable, absolute or contingent (the “**Encumbrances**”), all of the Seller’s right, title, and interest in, to, and under the assets owned by the Seller in the Business including, without limitation, the assets listed on Schedule “A” to this agreement (collectively the “**Purchased Assets**”).

1.2 Specification of Purchased Assets

The Purchased Assets include all items specifically itemized and detailed in Schedule “A” attached hereto, including but not limited to:

- (a) Proprietary Software: All right, title and interest in and to *[Redacted - Commercially Sensitive Confidential Information]*.

- (b) Inchoate Rights: All Seller Intellectual Property (as defined herein), including the right to file for, prosecute, and own patents globally based on the technological methodologies and inventions described in the technical documentation.
- (c) Tangible Assets: *[Redacted - Commercially Sensitive Confidential Information]*.
- (d) Digital Assets: All associated domain names and administrative rights to social media handles.
- (e) Goodwill: All goodwill associated with the Purchased Assets.

1.3 Assumed Liabilities

The Buyer shall assume only those liabilities relating to the Purchased Assets (the “**Liabilities**”) arising on or after the Closing Date (as defined herein). It is acknowledged and agreed by the parties that any present or past Liabilities and any Liabilities that exist as a result of the Seller’s actions prior to the Closing Date shall remain with the Seller. For greater certainty, the Buyer does not assume any other Liabilities of the Seller, including any pre-Closing employment claims, Singaporean tax obligations, or debts related to the Seller’s corporate existence.

Article 2 PURCHASE PRICE AND PAYMENT

2.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall be \$1,200,000 USD (the “**Purchase Price**”):

- (a) Cash Consideration: \$200,000 USD to be delivered to the Seller at Closing (as defined herein) in USDC or wire transfer at the election of the Buyer in its sole discretion, with the value of one USDC being \$1.00 USD.
- (b) Share Consideration: \$1,000,000 USD of common shares in the capital of the Buyer (“**Common Shares**”) registered in accordance with the instructions provided by the Seller to be delivered to the Seller at Closing.

2.2 Share Pricing

The number of Common Shares (the “**Share Quantity**”) to be issued pursuant to Section 2.1(b) shall be determined by dividing \$1,000,000 USD by the volume-weighted average trading price of the Common Shares on the Canadian Securities Exchange (“**CSE**”) for the five trading day period immediately preceding the Closing Date.

Buyer shall deliver to the Seller a written statement (the “**Price Notice**”) showing the math used to reach the Share Quantity. Once the Seller agrees with the Price Notice in writing, the Share Quantity is deemed final, binding, and non-disputable.

For the purposes of this Agreement, “**Business Day**” refers to any day, excluding Saturdays, Sundays, and public holidays, on which banks are open for general business in Canada.

2.3 Share Issuance and Securities Law Matters

- (a) The Common Shares to be issued to the Seller pursuant to Section 2.1(b) of this Agreement will be subject to all applicable securities laws of Canada and the policies and regulations of the CSE, as they may be promulgated or amended from time to time (collectively, the “**Applicable Securities Laws**”) and issued pursuant to available prospectus exemption under Applicable Securities Laws. The Common Shares will be subject to a four month and one day hold period pursuant to Applicable Securities Laws. The certificates representing the Common Shares shall bear the legends required by applicable laws and stock exchange rules.
- (b) Forthwith after the Closing Date, the Buyer shall file such forms and documents as may be required under Applicable Securities Laws, which, without limiting the generality of the foregoing, shall include a Form 72-503F as prescribed by Ontario Securities Commission Rule 72-503 *Distributions Outside Canada*.

2.4 Allocation of Purchase Price

To the extent permissible under the applicable law, the parties agree to allocate **[Redacted - Commercially Sensitive Confidential Information]**. The parties shall file all tax returns consistent with this allocation.

2.5 Transfer Taxes

Each party to this Agreement acknowledges that the Purchase Price is exclusive of all applicable value-added, goods and services, harmonized sales, sales, retail sales, use, consumption, customs, excise, stamp, transfer, or similar taxes, duties or charges (“**Transfer Taxes**”). All Transfer Taxes imposed or levied by reason of, in connection with or attributable to this Agreement and the transactions contemplated hereby shall be borne equally by the Buyer and the Seller, provided that any Transfer Taxes arising solely from the Buyer’s choice of acquisition structure or jurisdiction shall be borne solely by the Buyer. The parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any such Transfer Taxes. The party required by law to file a tax return with respect to such Transfer Taxes shall do so within the time period prescribed by law.

2.6 Withholding Tax

The Buyer shall not deduct or withhold from any consideration or amount otherwise payable or deliverable to the Seller under this Agreement, except as required by applicable law. In such cases, the Buyer shall use commercially reasonable efforts to mitigate or eliminate any such withholding to the maximum extent permitted by applicable law. The Buyer shall notify the Seller of its intent to withhold at least five (5) Business Days prior to the relevant payment date with a written explanation substantiating the requirement to deduct or withhold. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the Seller, in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate government authority. To the extent that the amount so required to be deducted or withheld from any payment to the Seller exceeds the cash component, if any, of the consideration otherwise payable to such person, the Buyer may, with the Seller’s consent, sell or otherwise dispose of such portion of the Share Consideration issuable to the Seller as is necessary to provide sufficient funds to the Buyer to enable it to comply with such deduction or withholding requirement, and the Buyer

shall notify the Seller thereof and remit the applicable portion of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate government authority and shall remit to such holder any unapplied balance of the net proceeds of such sale. Any sale will be made at prevailing market prices and the Buyer shall not be under any obligation to obtain or indemnify any Seller in respect of a particular price for the Share Consideration so sold.

Article 3

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER

3.1 Existence and Capacity

The Seller is a corporation formed under and governed by the laws of Singapore and has the requisite capacity, power and authority (a) to own and sell the Purchased Assets, (b) to execute and deliver this Agreement, (c) to sell, assign, transfer, convey and deliver the Purchased Assets to the Buyer as herein contemplated, and (d) to otherwise observe, perform, satisfy and carry out its obligations hereunder.

3.2 Binding Effect

This Agreement has been duly and validly approved, executed and delivered by the Seller and constitutes a valid and legally binding agreement of the Seller enforceable against the Seller in accordance with the terms hereof, subject to the qualification that enforceability may be limited by bankruptcy, insolvency or other laws affecting the enforceability of creditors' rights generally and that equitable remedies, including the remedies of specific enforcement and injunction, may only be granted in the discretion of a court of competent jurisdiction from which such remedies are sought.

3.3 Absence of Conflicting Agreements

To the knowledge of the Seller, neither the execution and delivery of this Agreement or any Transfer Document to which it is a party or the completion of the transactions contemplated herein nor the consummation of the transaction contemplated hereby will (a) conflict with or violate any provision of any law, ordinance or regulation or any decree, judgment or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against the Seller or the Purchased Assets, (b) result in any material breach of or default under the constating documents or bylaws of the Seller or any contract, agreement, indenture, trust or other instrument which is either binding upon or enforceable against the Seller or the Purchased Assets, or (c) result in the creation of or imposition of any Encumbrance upon all or any part of the Purchased Assets.

3.4 Intellectual Property Rights

(a) “**Intellectual Property**” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including design patents, industrial design applications and registrations, divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”), (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use

of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”), (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”), (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights, (e) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”), (f) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, screens, user interfaces, report formats, templates, menus, buttons and icons, application programming interfaces, data files, databases, protocols, specifications, and all files, data, materials, manuals, design notes and other items and other documentation related thereto or associated therewith (“**Software**”), (g) rights of publicity, and (h) all other intellectual or industrial property and proprietary rights.

“**Business Intellectual Property**” means all Intellectual Property used or held for use by the Seller in the conduct of the Business.

“**Seller Intellectual Property**” means all Intellectual Property owned or purported to be owned by the Seller, except for any open source materials incorporated therein, all of which are subject to the applicable licenses related thereto.

- (b) Schedule “A” contains a list of the Seller Intellectual Property, including: (i) all applied-for or registered Seller Intellectual Property, specifying as to each, as applicable: the title, mark, or design; the record owner and inventor(s), if any; the jurisdiction by or in which it has been issued, registered, or filed; the patent, registration, or application serial number; the issue, registration, or filing date; and the current status, (ii) all unregistered Trademarks included in the Seller Intellectual Property, and (iii) all proprietary Software included in the Seller Intellectual Property.
- (c) To the knowledge of the Seller, none of the Seller Intellectual Property is subject to any outstanding order restricting the use or licensing thereof by the Seller. The Seller has not received any claim challenging the validity, use, ownership, enforceability, or effectiveness of any of the Business Intellectual Property and, to the Seller’s knowledge, no such claim has been threatened. The Seller does not have any current or future obligation to pay any royalty, license fee, honoraria or other similar consideration to any Person or to obtain any approval or consent for use of any of the Seller Intellectual Property. Each item of the Seller Intellectual Property included in the Purchased Assets will be owned by the Buyer immediately subsequent to the Closing.
- (d) The Seller has not entered into any agreements: (i) under which the Seller is a licensor or otherwise grants to any Person any right or interest relating to any Seller Intellectual Property; (ii) under which the Seller is a licensee or otherwise granted any right or interest relating to the Intellectual Property of any Person that is material to the conduct of the Business, other than with respect to the Excluded Assets; and (iii) which otherwise relate to the Seller’s ownership or use of any Seller Intellectual Property, none of the foregoing (i)-(iii) including off-the-shelf software agreements or any open source materials and applicable licenses related thereto.

- (e) The Seller owns all right, title and interest in and to all the Seller Intellectual Property, free and clear of any Encumbrance, and has the right to use and exploit such Seller Intellectual Property without payment to any other Person. The Seller is not bound by, and none of the Seller Intellectual Property is subject to, any agreement that in any way limits or restricts the Seller's ability to use, exploit, assert or enforce the Seller Intellectual Property anywhere in the world. To the knowledge of the Seller, the Seller is using all Business Intellectual Property owned by third parties with the consent of or license from the rightful owner thereof. To the knowledge of the Seller, all such licenses included in the Business Intellectual Property are in full force and effect, and not subject to any Encumbrance.
- (f) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of, or require the consent of any other Person in respect of, the Seller's right to own or use any Seller Intellectual Property, or the Seller's right to use any Business Intellectual Property in the conduct of the Business as currently conducted.
- (g) To the knowledge of the Seller, there is no claim that any Seller Intellectual Property, including the design, development, use, import, export, manufacture, licensing, sale or other disposition of the Seller Intellectual Property and the exploitation of the functionality of the Seller Intellectual Property in the conduct of the Business, infringes, misappropriates or interferes with the Intellectual Property rights of any Person, or violate the rights of any Person (including rights to privacy or publicity) and the Seller is not aware of any circumstances which would give rise to such a claim. The Seller has not at any time (i) received any written notice from any Person claiming that the Business Intellectual Property (including any rights thereof), infringes, misappropriates or interferes with the Intellectual Property (including any rights thereof) of any Person, violate the rights of any Person (including rights to privacy or publicity) or constitute unfair competition or trade practices under the applicable laws of any jurisdiction (nor does there exist any basis therefor) or (ii) received any offer for a license of Intellectual Property rights implying that the Business Intellectual Property infringes or misappropriates the Intellectual Property rights of a third party or violates the rights of any Person (including rights to privacy or publicity).
- (h) To the knowledge of the Seller, no Person has infringed, misappropriated or otherwise violated, or is currently infringing, misappropriating, or otherwise violating, any Seller Intellectual Property.
- (i) All Seller Intellectual Property was created solely by past and present employees, independent contractors and consultants of the Seller that were bound by written agreements pursuant to which such Persons: (i) agreed and were bound to maintain and protect the confidential information of the Seller; (ii) acknowledge the Seller's exclusive ownership of all Intellectual Property invented, created or developed by such employee, independent contractor or consultant within the scope of their employment or engagement with the Seller; (iii) grant to the Seller a valid and irrevocable assignment of any ownership interest such employee, independent contractor or consultant may have in or to such Intellectual Property; and (iv) validly and irrevocably waive, their moral rights therein in favour of the Seller and its successors and assigns. No such Person has expressly excluded works or inventions that are used in the Business from any such assignment. To the knowledge of the Seller, no such Person is in violation of any such assignment or confidential information agreement.

- (j) The Business Intellectual Property materially performs in accordance with the specifications and user documentation provided to the Buyer and contains all current revisions.

3.5 Taxes

- (a) There are no Encumbrances for taxes upon the Purchased Assets. The Seller has paid or has made arrangements for the payment of all taxes which have accrued or are due on or before the Closing Date and which would result in an Encumbrance on the Purchased Assets. The Seller has filed all income and other material tax returns required to be filed by it with the appropriate taxing authority, and such tax returns were complete and correct in all material respects. The Seller has paid all income and other material taxes relating to the Business which are due and payable by it. The Purchased Assets were not used in, or held by the Seller in respect of, a business carried on in Canada.
- (b) The Seller is not registered for any Canadian Transfer Taxes.

3.6 Non-Competition

- (a) In consideration of the Buyer entering into this Agreement and acquiring the Purchased Assets, including the goodwill included therein, the Seller hereby covenants and agrees that, for a period of three years following the Closing Date, the Seller shall not, and shall cause its affiliates, directors, and officers, shareholders and employees not to, directly or indirectly, whether alone or in conjunction with any other person, carry on, engage in, invest in, or assist any business that competes with the business represented by the Purchased Assets as carried on immediately prior to the Closing Date (each, a “**Restricted Business**”) in any jurisdiction in which, during the 12 months immediately preceding the Closing Date, the Seller derived revenues from, or had active customers, clients or users.
- (b) Nothing in this Section 3.6 shall prevent the Seller from (i) owning, for investment purposes only, not more than five (5) percent of the outstanding voting securities of a publicly traded company engaged in a Restricted Business, provided the Seller does not otherwise participate in the management or control of such company, or (ii) carrying on any business that does not constitute a Restricted Business.
- (c) The Seller acknowledges and agrees that (i) the restrictions in this Section 3.6 are reasonable and necessary to protect the Buyer’s legitimate interest in the Purchased Assets and goodwill, (ii) damages alone would be an inadequate remedy for any such breach, and the Buyer will be entitled to injunctive relief, in addition to any other remedies available in law or equity, and (iii) if any provision of this Section 3.6 is determined by a court of competent jurisdiction to be invalid or unenforceable, the court is requested to modify such provision to the minimum extent necessary to render it valid and enforceable, and the provision as so modified shall be enforced.

3.7 Non-Residency

The Seller is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada). The Purchased Assets are not “taxable Canadian property.”

Article 4

REPRESENTATIONS AND WARRANTIES OF THE BUYER

4.1 Existence and Capacity

The Buyer is a corporation formed under and governed by the laws of the Province of Ontario and has the requisite capacity, power and authority (a) to purchase and own the Purchased Assets, (b) to execute and deliver this Agreement, (c) to issue the Common Shares representing the Share Consider as contemplated herein, and (d) to otherwise observe, perform, satisfy and carry out its obligations hereunder.

4.2 Binding Effect

This Agreement has been duly and validly approved, executed and delivered by the Buyer and constitutes a valid and legally binding agreement of the Buyer enforceable against the Buyer in accordance with the terms hereof, subject to the qualification that enforceability may be limited by bankruptcy, insolvency or other laws affecting the enforceability of creditors' rights generally and that equitable remedies, including the remedies of specific enforcement and injunction, may only be granted in the discretion of a court of competent jurisdiction from which such remedies are sought.

4.3 Absence of Conflicting Agreements

To the knowledge of the Buyer, neither the execution and delivery of this Agreement or any Transfer Document to which it is a party or the completion of the transactions contemplated herein nor the consummation of the transaction contemplated hereby will (a) conflict with or violate any provision of any law, ordinance or regulation or any decree, judgment or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against the Buyer, or (b) result in any material breach of or default under the constating documents or bylaws of the Buyer or any contract, agreement, indenture, trust or other instrument which is either binding upon or enforceable against the Buyer.

4.4 Capitalization

The authorized share capital of the Buyer consists of an unlimited number of Common Shares, of which 33,295,351 Common Shares were issued and outstanding as of March 31, 2026. As at the date hereof, the Common Shares are listed and posted for trading on the CSE and Nasdaq Global Select Market ("NASDAQ"), no order ceasing or suspending trading in any securities of the Buyer or prohibiting the issue, sale and delivery (as applicable) of Common Shares or trading of any of the Buyer's securities has been issued and is in effect and no proceedings for such purpose are pending or, to the Buyer's knowledge, threatened. The Buyer has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the CSE or NASDAQ.

Article 5

CLOSING MATTERS

5.1 Closing Date

The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place virtually by exchange of confirmatory emails of the parties, on the fifth Business Day following

the date of this Agreement or at such other time, date or place as the parties may mutually agree in writing (the “**Closing Date**”), provided that if Closing has not occurred prior to the date which is 30 days after the date of this Agreement (the “**Outside Date**”), then this Agreement may be terminated in accordance with Article 7.

5.2 Conditions to the Buyer’s Obligation to Close

The obligation of the Buyer to close the transactions contemplated by this Agreement is subject to the fulfillment (either by satisfaction or by written waiver by the Buyer), on or before the Closing Date, of the following conditions:

- (a) The Seller shall have delivered *[Redacted - Commercially Sensitive Confidential Information]*.
- (b) The Seller shall have delivered to the Buyer certified copies of (i) the constating documents of the Seller and (ii) resolutions of the directors of the Seller approving the entering into and completion of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to the Buyer.
- (c) *[Redacted - Commercially Sensitive Confidential Information]* shall have entered into an employment or independent contractor agreement with the Buyer on terms satisfactory to both parties thereto.
- (d) The Buyer shall have obtained all approvals necessary to be obtained in order to consummate the transactions contemplated hereby, including approval (or conditional approval in the case of CSE approval, which may be in the form of the Buyer not receiving any objection from the CSE to such transactions during the requisite five (5) Business Day period after the Buyer posts notice of such transactions) of the CSE for listing and posting for trading the Share Consideration.
- (e) The Seller shall have delivered to the Buyer a certificate of the Seller certifying (i) the continued accuracy of the representations and warranties contained in this Agreement (except those representations and warranties that address matters only as of a specified date, which shall be accurate as of that specified date), except where the failure of such representations and warranties to be accurate would not have a material adverse effect on the Buyer, (ii) all covenants to be performed by Seller as set forth in this Agreement have been satisfied, in form and substance reasonably satisfactory to the Buyer, and (iii) that there have been no material adverse change in the condition of the Purchased Assets.
- (f) Seller shall have executed and delivered to the Buyer such bills of sale, assignments, endorsements and other good and sufficient instruments of conveyance and transfer reasonably satisfactory to the Buyer as shall be effective to vest in the Buyer all of the Seller’s right, title and interest in and to the Purchased Assets, including but not limited to an Intellectual Property assignment in form and substance reasonably satisfactory to the Buyer (collectively, the “**Transfer Documents**”).

5.3 Conditions to the Seller’s Obligation to Close

The obligation of the Seller to close the transactions contemplated by this Agreement is subject to the fulfillment (either by satisfaction or by written waiver by the Seller), on or before the Closing Date, of the following conditions:

- (a) The Buyer shall have delivered to the Seller certified copies of (i) the constating documents of the Buyer and (ii) resolutions of the directors of the Buyer approving the entering into and completion of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to the Seller.
- (b) *[Redacted - Commercially Sensitive Confidential Information]* shall have entered into an employment or independent contractor agreement with the Buyer on terms satisfactory to both parties thereto.
- (c) The Buyer shall have delivered to the Seller a certificate of the Buyer certifying (i) the continued accuracy of the representations and warranties contained in this Agreement (except those representations and warranties that address matters only as of a specified date, which shall be accurate as of that specified date), except where the failure of such representations and warranties to be accurate would not have a material adverse effect on the Seller, and (ii) all covenants to be performed by Buyer as set forth in this Agreement have been satisfied, in form and substance reasonably satisfactory to the Seller.
- (d) The Buyer shall have delivered to the Seller the Cash Consideration and the Share Consideration as set out in Section 2.1.
- (e) The Buyer shall have executed and delivered to the Seller the Transfer Documents.

5.4 Further IP Assurances

At the request and expense of the Buyer, the Seller shall do all such lawful acts and things, render such commercially reasonable assistance, and execute all such documents and specify all oaths as may reasonably be required to perfect the assignment of the Intellectual Property to the Buyer or its successors.

5.5 Power of Attorney

The Seller hereby appoints the Buyer (and its officers) as its attorney-in-fact, with full power of substitution, to execute and deliver any documents and take any actions necessary to prosecute patent applications, register trademarks, or perfect the transfer of title to the Purchased Assets (including Inchoate Rights) in any jurisdiction should the Seller fail to do so within ten (10) Business Days of a request. This power of attorney is coupled with an interest and is irrevocable solely with respect to the limited purpose described herein.

Notwithstanding that the Seller may continue to have access to the Purchased Assets following Closing, the Seller covenants not to access or otherwise make any modifications, changes, or take any other actions with respect to the Purchased Assets after Closing unless explicitly instructed to by the Buyer.

5.6 Confidentiality

The Seller shall not use for any purpose, nor disclose to any person or company, any confidential information relating to the Purchased Assets unless solely to the extent required by applicable law, regulation, or any binding legal process, or as reasonably necessary for the Seller's continued operations, provided that any such disclosure is subject to the prior written consent of the Buyer, and is made on a need-to-know basis with reasonable efforts to maintain confidentiality.

Article 6

INDEMNIFICATION

6.1 Indemnification

Each party shall indemnify and hold the other party and its directors, officers, and employees harmless against any losses arising out of any inaccuracy or breach of representations or warranties set forth in this Agreement or failure by to perform its obligations hereunder or any third party claim based upon, resulting from or arising out of conduct relating to the Excluded Liabilities and the Purchased Assets following the Closing. The party or parties to be indemnified (the “**Indemnified Party**”) will give the party from which indemnification is sought (the “**Indemnifying Party**”) prompt written notice of any claim, proceeding or other matter (a “**Claim**”), and the Indemnifying Party will undertake the defence by representatives chosen by the Indemnifying Party. If the Indemnifying Party fails to defend a Claim actively and in good faith in a reasonable time after receiving notice or if the Indemnifying Party requests the Indemnified Party to undertake a defence of the Claim, the Indemnified Party will (upon further notice) have the right to undertake the defence or settlement of the Claim at the expense of the Indemnifying Party or consent to the entry of a judgment with respect to the Claim, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s action under this paragraph.

6.2 Survival

The representations and warranties set out in Sections 3.1 through 3.4 inclusive, and in Sections 4.1 through 4.3 inclusive, shall survive the Closing for a period of twenty-four (24) months following the Closing Date, provided that the representations and warranties set forth in Section 3.4 (Intellectual Property Rights) shall survive for a period of three (3) years following the Closing Date; the representations and warranties in Sections 3.5 and 3.6 shall survive Closing for a period ending 60 days after the date on which a governmental authority shall no longer be entitled to assess or reassess liability for taxes.

Article 7

TERMINATION

7.1 Termination

This Agreement may be terminated on or prior to the Closing Date as follows:

- (a) by the mutual written agreement of the parties hereto; or
- (b) by either party upon written notice to the other party if Closing has not occurred on or before the Outside Date, provided that the terminating party is not in breach of any representation, warranty, or covenant in this Agreement that would prevent the satisfaction of the conditions set out in Article 5 on or before the Outside Date.

7.2 Effect of Termination and Survival

If this Agreement is terminated pursuant to Section 7.1, this Agreement shall become null and void and of no further force or effect without liability of either party to the other party to this Agreement, except that Article 6, Article 7 and Article 8 shall survive.

Article 8

MISCELLANEOUS

8.1 Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8.2 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the Courts of the City of Toronto with respect to any matter arising under this Agreement.

8.3 Equitable Relief for Violations

The Seller agrees that the provisions and restrictions contained in this Agreement are necessary to protect the legitimate continuing interests of the Buyer as a result of its acquisition of the Purchased Assets, and that any violation or breach of these provisions may result in irreparable injury to the Buyer for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to the Buyer for such violation or breach, and regardless of any other provision contained in this Agreement, the Buyer shall be entitled to seek such injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

8.4 Further Assurances

Each of the parties shall, from time to time after the Closing, at its own cost and expense, execute and deliver such further documents and instruments and take such further actions as may be reasonably required to give effect to the transactions contemplated by this Agreement and to carry out the intent and purpose hereof.

8.5 Severability

This Agreement is severable if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions under this Agreement.

8.6 No waiver

A waiver of a breach of any of these terms and conditions or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms and conditions. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement, of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement,

or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.

8.7 Entire understanding

Save in the case of a fraudulent misrepresentation, this Agreement constitute the entire Agreement and understanding of the parties and supersede any previous agreement or understanding between the Parties relating to the same subject matter.

8.8 Amendments

No amendment to this Agreement shall be effective unless in writing and executed by all the parties.

8.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[signature page follows]

DARKLAKE LABS PTE. LTD.

By: (signed) "Vitor Py Braga"

Name: Vitor Py Braga

Title: Director

SOL STRATEGIES INC.

By: (signed) "Michael Hubbard"

Name: Michael Hubbard

Title: Chief Executive Officer

**Schedule “A”
ITEMIZED PURCHASED ASSETS**

[Redacted - Commercially Sensitive Confidential Information]