

THIS SHARE PURCHASE AGREEMENT is dated the 26th of October, 2021(the “**Execution Date**”).

B E T W E E N :



(the “**Purchaser**”)

– and –

MEMO NEWS AG

(the “**Vendor**”)

– and –

COINANALYST CORP.

(“**Resulting Issuer**”)

(each a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A.** 2864014 Ontario Inc. (the “**Corporation**”) is a company existing under the laws of the Province of Ontario, having an authorized capital comprised of an unlimited number of common shares, of which 54,230,000 are currently issued and outstanding.
- B.** Pursuant to the terms and conditions of a business combination agreement between Resulting Issuer and Coin Analyst UG (“**Coin Analyst**”) dated August 6, 2021, as amended September 8, 2021 and October 14, 2021 (together, the “**Business Combination Agreement**”), Resulting Issuer and Coin Analyst contemplate effecting a merger (the “**Business Combination**”), pursuant to which, among other things, the Corporation has now acquired all of the issued and outstanding common shares and preferred shares in the capital of the Coin Analyst in consideration for common shares of the Corporation, and the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, **3,231,583** common shares in the capital of the Corporation held by the Vendor (the “**Purchased Shares**”) in consideration for \$1.00 (the “**Consideration**”).

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this agreement, on the Closing Date, as that term is defined in Article 2 of this agreement, the Vendor will sell, and the Purchaser will buy, the Purchased Shares.

1.2 Purchase Price

The purchase price for the Purchased Shares shall be satisfied by the payment of the Consideration.

ARTICLE 2 CLOSING ARRANGEMENTS

2.1 Closing Arrangements

The completion of the sale of the Purchased Shares (the “**Closing**”) will occur immediately prior to the “three-cornered amalgamation” of Resulting Issuer, the Corporation, and 2864021 Ontario Inc. (the “**Closing Date**”). The Vendor will deliver to the Purchaser original certificates representing the Purchased Shares duly endorsed in blank for transfer or accompanied by duly executed blank stock transfer powers, and with all security, transfer and other similar taxes, if any, paid. The Purchaser will make payment of the purchase price in accordance with the provisions of Section 1.2 and the transfer of the Purchased Shares into the name of the Purchaser and/or its nominees will be duly and validly recorded on the books of the Corporation.

2.2 Regulatory and Corporate Approvals

On or prior to the Closing Date, all applicable regulatory approvals and corporate approvals shall have been obtained including for the transactions to be performed under this agreement and the Business Combination Agreement.

2.3 Closing Documentation

2.3.1 On the Closing Date, the Vendor and the Purchaser will provide each other with documentation to evidence that the execution and delivery of this agreement and the completion of the transactions contemplated by this agreement have been duly authorized by all necessary corporate action on the part of each of them, and each will deliver a certificate, executed by one of its senior officers, to the effect that the representations and warranties it has provided in this agreement are true on and as of the Closing Date as if made on and as of the Closing Date.

2.3.2 If the Purchaser is (i) a “U.S. Person” as defined in Rule 902(k) of Regulation S (a “**U.S. Person**”), then the Purchaser shall have completed, executed and delivered to the Purchaser and Resulting Issuer a U.S. Certificate in the form of Exhibit II attached to this agreement, or (ii) not a “U.S. Person”, then the Purchaser shall have completed, executed and delivered to the Purchaser and Resulting Issuer a Non-U.S. Certificate in the form of Exhibit I attached to this agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Vendor's Representations, Warranties and Acknowledgements

The Vendor represents, warrants and acknowledges to the Purchaser as follows, and acknowledges that the Purchaser is relying upon these representations, warranties and acknowledgments in connection with the purchase of the Purchased Shares:

3.1.1 if the Vendor is:

3.1.1.1 a corporation, the Vendor is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement, and to carry out and perform its covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement;

3.1.1.2 a partnership, syndicate or other form of unincorporated organization, the Vendor has all requisite legal capacity and authority to execute and deliver this Agreement, and to carry out and perform its covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement; or

3.1.1.3 an individual, the Vendor is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute, deliver and be bound by this Agreement, and to carry out and perform his or her covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof;

3.1.2 this agreement has been duly executed and delivered by the Vendor and constitutes a valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults;

3.1.3 the Vendor is the registered and beneficial owner of the Purchased Shares, free and clear of all encumbrances. Upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all the Purchased Shares, free and clear of all encumbrances; and

3.1.4 on the Closing Date, all agreements or restrictions which limit or restrict the transfer of the Purchased Shares to the Purchaser will have been complied with and the Vendor will have good and marketable title to the Purchased Shares with the full legal right, power and authority to sell and transfer them to the Purchaser free and clear of all liens, charges, encumbrances and adverse claims.

3.2 Buyer's Representations and Warranties

The Purchaser represents and warrants to each of the Vendor and Resulting Issuer as follows, and acknowledges that the Vendor and Resulting Issuer are relying upon these representations and warranties in connection with the sale of the Purchased Shares:

3.2.1 if the Purchaser is:

3.2.1.1 a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement, and to carry out and perform its covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement;

3.2.1.2 a partnership, syndicate or other form of unincorporated organization, the Purchaser has all requisite legal capacity and authority to execute and deliver this Agreement, and to carry out and perform its covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement; or

3.2.1.3 an individual, the Purchaser is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute, deliver and be bound by this Agreement, and to carry out and perform his or her covenants and obligations under the terms of this Agreement and has obtained all necessary approvals in respect thereof;

3.2.2 the Purchaser is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its by-laws or articles of incorporation, which would be violated, contravened or infringed by the execution and delivery of this agreement by the Purchaser or the performance of its obligations under this agreement; and

3.2.3 no authorization, approval, order, consent of, or filing with, any governmental authority is required on the part of the Purchaser in connection with the execution, delivery and performance of this agreement or any other documents and agreements to be delivered under this agreement.

ARTICLE 4 COVENANTS

4.1 Confidentiality

The collection, use and disclosure of information relating to identifiable individuals ("**Personal Information**") by any of the Parties before the Closing is restricted to those purposes that relate to the transactions contemplated by this agreement.

ARTICLE 5

NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 Survival of Representations and Warranties

All provisions of this agreement and of any other agreement, certificate or instrument delivered pursuant to this agreement shall survive the execution, delivery and performance of this agreement, the Closing and the execution and delivery of any transfer documents or other documents or title to the Purchased Shares and all other agreements, certificates and instruments delivered pursuant to this agreement as follows:

- 5.1.1 the covenants, representations and warranties contained in this agreement will survive until the Closing Date.
- 5.1.2 Each of the representations and warranties in this agreement, if the breach is a result of a Party's wilful misrepresentation or fraud, will survive forever.

5.2 Conditions

All representations, warranties and agreements in this agreement may, at the option of the party to which they are given, be treated as conditions, the breach of any of which will entitle that party to terminate this agreement.

ARTICLE 6

GENERAL

6.1 Time of Essence

Time is of the essence in all respects of this agreement.

6.2 Governing law

This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

6.3 Further Assurances

Each of the Parties, upon the request of the other party, whether before or after the Closing Date, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this agreement.

6.4 Assignment and Enurement

Neither this agreement nor any right or obligation under this agreement may be assigned by either party without the prior consent of the other party. This agreement enures to the benefit of and is binding upon the Parties, successors and permitted assigns.

6.5 Counterparts

This agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and each of which may be delivered by facsimile or functionally equivalent electronic means, and those counterparts will together constitute one and the same instrument.

[signature page follows]

Each of the Parties has executed and delivered this agreement as of the 26th day of October, 2021.

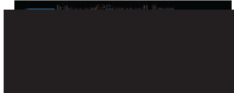


WITNESS





MEMO NEWS AG

Per: 

Name:
Authorized Signing Officer

COINANALYST CORP.

Per: 

N
Authorized Signing Officer

EXHIBIT I

NON-U.S. CERTIFICATE

In connection with the purchase of the Purchased Shares and in connection with the subsequent issuance of common shares in the capital of Resulting Issuer to the Purchaser in exchange therefor (the “**Resulting Issuer Shares**”; together with the Purchased Shares, the “**Payment Shares**”), the Purchaser hereby represents, warrants, acknowledges and agrees, with the Vendor and Resulting Issuer as an integral part of the Agreement, that, as at the time immediately following the Closing:

1. it is not a U.S. Person;
2. it is the registered and beneficial owner of the number of the Purchased Shares free and clear of any encumbrances (the “**Purchased Shares**”), and the Purchaser has no interest, legal or beneficial, direct or indirect, in any other securities or other instruments convertible, exchangeable or otherwise capable of becoming a right to acquire any securities of the Corporation (collectively, “**Other Securities**”);
3. no person has or will have any contract or option to acquire, or any right capable at any time of becoming an contract to purchase or otherwise acquire, any Purchased Shares held by the Purchaser, or to require the Purchaser to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Purchased Shares held by the Purchaser;
4. there are no contracts that could restrict the transfer of any of the issued and outstanding Purchased Shares held by the Purchaser, and no voting agreements, shareholders’ agreements, voting trusts, or other arrangements or contracts restricting or affecting the voting of any of the Purchased Shares held by the Purchaser to which the Purchaser is a party or of which the Purchaser is aware;
5. it has the legal capacity and competence to enter into this agreement and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance,;
6. all of the information which the Purchaser has provided to the Vendor and Resulting Issuer in this agreement is correct and complete, and if there should be any change in such information prior to the Closing, the Purchaser will immediately notify the Vendor and Resulting Issuer, in writing, of the are of any such change;
7. The Vendor and Resulting Issuer are entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Purchaser contained in this agreement, and the Purchaser will hold the Vendor and Resulting Issuer harmless from any loss or damage it may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Purchaser not being true and correct;
8. the entering into of this agreement and the transactions contemplated hereunder do not result in the violation of any of the terms and provisions of any applicable laws, or, if applicable, the constating documents of the Purchaser or of any contract or other arrangement, written or oral, to which the Purchaser may be a party or by which the Purchaser is or may be bound;

9. Resulting Issuer and Vendor have entered into this agreement relying on the representations and warranties of the Purchaser and other terms, conditions and covenants with respect to the Purchaser contained in this agreement, notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the, and no information which is now known or should be known or which may hereafter become known by the or its officers, directors or professional advisers, on or prior to the Closing will limit or extinguish Resulting Issuer and Vendor's right to indemnification by the Purchaser as provided for in this agreement;
10. the Payment Shares to be issued to the Purchaser will have such hold periods as are required under applicable securities laws, and, as a result, may not be sold, transferred or otherwise disposed of by the Purchaser, except pursuant to an effective registration statement, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirements of applicable securities laws, and in each case only in accordance with all applicable securities laws;
11. none of the Payment Shares have been registered under the *United States Securities Act of 1933*, as amended (the "**1933 Act**"), or under any state securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Rule 902(k) of Regulation S under the 1933 Act), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable securities laws;
12. Resulting Issuer and Vendor have not undertaken, and will have no obligation, to register any of the Payment Shares under the 1933 Act;
13. Resulting Issuer and Vendor will refuse to register the transfer of any of the Payment Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act, and in each case in accordance with applicable laws;
14. the decision to execute this agreement and acquire the Payment Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Vendor, the Corporation or Resulting Issuer other than as set out in this agreement, and such decision is based entirely upon a review of this agreement;
15. there are risks associated with the acquisition of the Payment Shares, and the Purchaser understands such risks;
16. it is acquiring the Payment Shares for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Payment Shares in violation of applicable securities laws and, in particular, it has no intention to distribute, either directly or indirectly, any of the Payment Shares in the United States or to U.S. Persons;
17. it has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Payment Shares and applicable resale restrictions, and it is solely responsible (and the Vendor, the Corporation and Resulting Issuer are not in any way responsible) for compliance with applicable resale restrictions with respect to the Payment Shares;

18. it and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Vendor, the Corporation and Resulting Issuer in connection with the acquisition of the Payment Shares, the transactions contemplated by this agreement and to obtain additional information from Vendor, the Corporation and Resulting Issuer, to the extent possessed or obtainable without unreasonable effort or expense;
19. it: (a) is able to fend for itself in connection with the acquisition of the Purchased Shares; (b) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Payment Shares; and (c) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;
20. it is not aware of any advertisement of any of the Payment Shares and is not acquiring the Payment Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
21. the Purchaser acknowledges and agrees:
 - a. that the obligation of the Corporation, the Vendor and Resulting Issuer to issue the Payment Shares to the Purchaser is conditioned on such issuance of Payment Shares being exempt from the requirements to provide any Purchaser with a prospectus or similar disclosure document and to sell securities through a person registered to sell securities under applicable securities laws (the "**Exemption**");
 - b. as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - i. the Purchaser will be restricted from using certain of the civil remedies available under applicable laws;
 - ii. the Purchaser may not receive information that might otherwise be required to be provided to the Corporation, the Vendor and Resulting Issuer are relieved from certain obligations that would otherwise apply under the applicable securities laws if the Exemptions were not being relied upon by Resulting Issuer and Vendor; and
 - iii. certain protections, rights and remedies provided by applicable securities laws including statutory rights of rescission or damages, will not be available to the Purchaser; and
 - c. no person, including for greater certainty Corporation, the Vendor and Resulting Issuer, has made to the Purchaser any written or oral representations;
 - i. that any person will resell or repurchase any of the Payment Shares;
 - ii. that any person will refund the purchase price of any of the Payment Shares;
 - iii. as to the future price or value of any of the Payment Shares;
22. it is acquiring the Payment Shares as principal for its own account, for investment purposes only, and not with a view to or for resale, distribution or fractionalization thereof, in whole

or in part, and no other person has a direct or indirect beneficial interest in the Payment Shares;

23. there may be material tax consequences to the Purchaser as a result of the disposition of Purchased Shares or the acquisition or disposition of the Payment Shares, and Corporation, the Vendor and Resulting Issuer give no opinion and make no representations to the Purchaser with respect to the tax consequences to the Purchaser under federal, state, provincial, local or foreign tax laws that may apply to any such acquisitions or dispositions;
24. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Payment Shares;
25. the Purchaser covenants and agrees that upon the completion of the Business Combination, the Resulting Issuer Shares may be subject to restrictive hold periods or escrow provisions and shall be subject to a voluntary resale restriction agreement (the "**Corporation Lock-Up Agreement**") between Resulting Issuer, and the Purchaser, in a form to be agreed upon by Resulting Issuer and the Corporation, each acting reasonably, under which the Purchaser will agree not to trade the Resulting Issuer Shares, provided that 10% of its Resulting Issuer Shares may be traded on the date of completion of the Business Combination, and further 22.5% tranches of their respective Resulting Issuer Shares may be traded on each successive three month anniversary of the completion of the Business Combination, and the Purchaser hereby agrees to accept such hold periods and/or escrow provisions and in furtherance of this covenant and to execute all documents in connection herewith (the "**Escrow Covenant**");
26. the Purchaser's Representative, whether before or after Closing, is irrevocably authorized to vote or cause to be voted, to the extent applicable, all of the Payment Shares, held by the Purchaser now or in the future (collectively, the "**Subject Securities**"): (i) to approve or support the Business Combination; and (ii) in favour of or in support of all matters related to the Business Combination that are necessary or advisable for, or ancillary to, implementing the Business Combination (the "**Approval Covenant**");
27. it: (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Payment Shares for an indefinite period of time;
28. the Purchaser (initial the appropriate line):
 - a. _____ is a resident of Canada;
 - b.  is a resident of a jurisdiction other than Canada or the United States and agrees to complete Appendix "A" attached hereto and covenants that it is receiving the Purchased Shares pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws and that the information contained in Appendix "A" is accurate as of the date hereof and as of Closing and can be relied upon by Newco;
29. the Purchaser hereby covenants and agrees not to:
 - a. take any action that is reasonably likely to impede, interfere with, delay, postpone, or adversely affect, in any material respect, the Business Combination;

- b. sell, transfer, assign, or otherwise dispose of (other than by operation of applicable laws), or enter into any agreement or understanding relating to the sale, transfer, assignment or other disposition of, the Subject Securities other than in accordance with this agreement;
 - c. other than as contained in this agreement, grant or agree to grant any proxy or other right to vote the Subject Securities or give support that is inconsistent with the terms hereof, or enter into any voting trust, vote pooling, support agreement or other agreement or give consents or approvals of any kind as to the Subject Securities;
 - d. exercise any rights of dissent or appraisal in respect of any resolution approving the Business Combination or any aspect thereof or matter related thereto, or in any manner delay, hinder, prevent, interfere with or challenge the Business Combination;
 - e. except to the extent permitted hereunder, take any action of any kind which would cause any of its representations or warranties in this agreement to become untrue, or which may in any way adversely affect the success of the completion of the Business Combination;
30. the Purchaser hereby irrevocably grants to the Purchaser's Representative a proxy or other right to consent to, approve, vote or cause to be voted the Subject Securities to approve the Business Combination and all matters contemplated by the Business Combination in the Business Combination Agreement (the "**Voting Covenant**");
31. the Purchaser covenants and agrees not to make any public announcement concerning this agreement, the Business Combination Agreement, the Business Combination or the matters contemplated herein or disclose the contents or existences of this agreement or the Business Combination Agreement to any person other than the Purchaser's advisors on a need to know basis;
32. the Purchaser acknowledges and consents to the fact that Corporation, the Vendor and Resulting Issuer are collecting the Purchaser's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), for the purpose of completing this agreement. The Purchaser acknowledges and consents to Corporation, the Vendor and Resulting Issuer retaining such personal information for as long as permitted or required by law or business practices. The Purchaser further acknowledges and consents to the fact that Corporation, the Vendor and Resulting Issuer may be required by applicable securities laws to provide regulatory authorities with any personal information provided under this agreement;
33. if required by applicable securities laws or by any securities commission, stock exchange or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist Corporation, the Vendor and Resulting Issuer in filing such reports, undertakings and other documents with respect to the Payment Shares.
34. any certificates representing the Payment Shares will bear legends substantially similar to the following:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE

LATER OF (I) DATE OF DISTRIBUTION OF THE SECURITIES AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

35. any resale of the Payment Shares may be subject to resale restrictions contained in applicable securities laws and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with such restrictions before selling any of the Payment Shares.

POWER OF ATTORNEY

The Purchaser irrevocably authorizes Pascal Lauria (the "**Purchaser's Representative**"), in its discretion, to act as the Purchaser's representative, and hereby appoints the Purchaser's Representative, with full power of substitution, as its true and lawful attorney with full power and authority in the Purchaser's place and stead to take all actions required, as determined by the Purchaser's Representative in its sole discretion, including the authorization, delivery, approval and execution of any documents, to perform the Voting Covenant, the Approval Covenant, and the Escrow Covenant. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Purchaser. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of a Purchaser. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Purchaser. Any person dealing with the Purchaser's Representative may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Purchaser's Representative pursuant to this power of attorney is authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations or actions made or taken by the Purchaser's Representative pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Non-Purchaser Party taken in good faith under this power of attorney relating to the Voting Covenant, the Approval Covenant and the Escrow Covenant.

[signature page follows]

IN WITNESS WHEREOF, the Purchaser has executed this agreement as of the Execution Date.

Address:		
		Name of Purchaser
Tel:		By:
Email:		
		Title (if applicable)

Registration Instructions:

If different than the above, register the Purchased Shares and the Resulting Issuer Shares issuable to the signatory as follows:

Name for Registration	Address for Registration:	
	Telephone for Registration:	
	Email for Registration:	

Appendix "A"
Offshore Purchaser Certificate

**TO: Memo News AG (the "Vendor") and CoinAnalyst Corp.
("Resulting Issuer")**

In connection with the purchaser of common shares (the "**Purchased Securities**") in the capital of 2864014 Ontario Inc. (the "**Corporation**"), the undersigned (the "**Purchaser**") hereby represents, warrants and certifies (by completing and signing this certificate below) on its own behalf or, if applicable on behalf of those for whom the Purchaser is contracting hereunder, to the Vendor (which representations, warranties and certifications shall survive the closing of the purchase of the Purchased Securities by the Purchaser and acknowledges that the Vendor is relying thereon that):

1. The Purchaser is (i) purchasing the securities as principal for its own account and not for the benefit of any other person, and it is purchasing for investment only and not with a view to resale or distribution and no other person, has a beneficial interest in the said securities being purchased;
2. The Purchaser is located outside of Canada and the United States and is not a 'U.S. Person' as defined in Rule 902(k) of Regulation S under the United States Securities Act of 1933, as amended (the "**International Jurisdiction**");
3. the Purchaser is purchasing the Purchased Securities pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of the International Jurisdiction or, if such is not applicable, Purchaser is permitted to purchase the Purchased Securities under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;
4. the applicable securities laws of the International Jurisdiction do not require the Vendor to file a prospectus, registration statement or similar document with, to register the Purchased Securities with, or to make any filings with or seek any approvals of any kind whatsoever from, any regulatory authority of any kind whatsoever in the International Jurisdiction;
5. the delivery of the Share Purchase Agreement between Newco and the undersigned (the "**SPA**") to which this certificate is attached, the acceptance of it by the Purchaser and the issuance of the Purchased Securities, as applicable, to the Purchaser complies with or will comply with, as applicable, all applicable laws of the International Jurisdiction and all other applicable laws; and
6. the Purchaser confirms the truth and accuracy of all statements made in such certificate as of the Closing (as defined in the SPA).

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 26th day of October, 2021.

If a Company, Partnership or Other Entity

If an Individual:

Name of Entity



Signature

Signature of Person Signing



Print or Type Name

EXHIBIT II

U.S. CERTIFICATE

In connection with the purchase of the Purchased Shares and in connection with the subsequent issuance of common shares in the capital of Resulting Issuer to the Purchaser in exchange therefor (the “**Resulting Issuer Shares**”; together with the Purchased Shares, the “**Payment Shares**”), the Purchaser hereby represents, warrants, acknowledges and agrees, with the Vendor and Resulting Issuer as an integral part of the Agreement, that, as at the time immediately following the Closing:

1. it is a U.S. Person and is not resident of Canada;
2. it is the registered and beneficial owner of the number of the Purchased Shares free and clear of any encumbrances, and the Purchaser has no interest, legal or beneficial, direct or indirect, in any other securities or other instruments convertible, exchangeable or otherwise capable of becoming a right to acquire any securities of the Corporation (collectively, “**Other Securities**”);
3. no person has or will have any contract or option to acquire, or any right capable at any time of becoming an contract to purchase or otherwise acquire, any Purchased Shares held by the Purchaser, or to require the Purchaser to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Purchased Shares held by the Purchaser;
4. there are no contracts that could restrict the transfer of any of the issued and outstanding Purchased Shares held by the Purchaser, and no voting agreements, shareholders’ agreements, voting trusts, or other arrangements or contracts restricting or affecting the voting of any of the Purchased Shares held by the Purchaser to which the Purchaser is a party or of which the Purchaser is aware;
5. it has the legal capacity and competence to enter into this agreement and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance,;
6. all of the information which the Purchaser has provided to the Vendor and Resulting Issuer in this agreement is correct and complete, and if there should be any change in such information prior to the Closing, the Purchaser will immediately notify the Vendor and Resulting Issuer, in writing, of the are of any such change;
7. The Vendor and Resulting Issuer are entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Purchaser contained in this agreement, and the Purchaser will hold the Vendor and Resulting Issuer harmless from any loss or damage it may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Purchaser not being true and correct;
8. the entering into of this agreement and the transactions contemplated hereunder do not result in the violation of any of the terms and provisions of any applicable laws, or, if applicable, the constating documents of the Purchaser or of any contract or other arrangement, written or oral, to which the Purchaser may be a party or by which the Purchaser is or may be bound;

9. Resulting Issuer and Vendor have entered into this agreement relying on the representations and warranties of the Purchaser and other terms, conditions and covenants with respect to the Purchaser contained in this agreement, notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the, and no information which is now known or should be known or which may hereafter become known by the or its officers, directors or professional advisers, on or prior to the Closing will limit or extinguish Resulting Issuer and Vendor's right to indemnification by the Purchaser as provided for in this agreement;

10. the Payment Shares to be issued to the Purchaser will have such hold periods as are required under applicable securities laws, and, as a result, may not be sold, transferred or otherwise disposed of by the Purchaser, except pursuant to an effective registration statement, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirements of applicable securities laws, and in each case only in accordance with all applicable securities laws;

11. none of the Payment Shares have been registered under the United States Securities Act of 1933, as amended (the "**1933 Act**"), or under any state securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Rule 902(k) of Regulation S under the 1933 Act), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable securities laws;

12. Resulting Issuer and Vendor have not undertaken, and will have no obligation, to register any of the Payment Shares under the 1933 Act;

13. Resulting Issuer and Vendor will refuse to register the transfer of any of the Payment Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act, and in each case in accordance with applicable laws;

14. the decision to execute this agreement and acquire the Payment Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Vendor, the Corporation or Resulting Issuer other than as set out in this agreement, and such decision is based entirely upon a review of this agreement;

15. there are risks associated with the acquisition of the Payment Shares, and the Purchaser understands such risks;

16. it is acquiring the Payment Shares for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Payment Shares in violation of applicable securities laws and, in particular, it has no intention to distribute, either directly or indirectly, any of the Payment Shares in the United States or to U.S. Persons;

17. it: (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Payment Shares for an indefinite period of time;

18. the Purchaser is a resident of the United States and agrees to complete Appendix "A" attached hereto and covenants that it is an "accredited investor" as defined in Rule 501(a) of Regulation D under the 1933 Act and that the information contained in Appendix "A" is accurate as of the date hereof and as of Closing and can be relied upon by the Corporation, the Vendor and Resulting Issuer;

19. offers and sales of any of the Payment Shares to be issued to the Purchaser will be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable securities laws;
20. the Corporation, the Vendor and Resulting Issuer have not undertaken, and will have no obligation, to register any of the Payment Shares under the 1933 Act or to take action so as to permit sales pursuant to the 1933 Act (including Rule 144 thereunder);
21. Purchaser is not an underwriter of, or dealer in, any of the Payment Shares, nor is the Purchaser participating, pursuant to a contract or otherwise, in the distribution of the Payment Shares;
22. it and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from Resulting Issuer and Vendor in connection with the acquisition of the Payment Shares, and to obtain additional information from Newco or Resulting Issuer, to the extent possessed or obtainable by Resulting Issuer and Vendor without unreasonable effort or expense;
23. it: (a) is able to fend for itself in connection with the acquisition of the Payment Shares; (b) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Payment Shares; and (c) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;
24. it has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Payment Shares and applicable resale restrictions, and it is solely responsible (and Resulting Issuer and Vendor are not in any way responsible) for compliance with applicable resale restrictions with respect to the Payment Shares;
25. it is not aware of any advertisement of any of the Payment Shares and is not acquiring the Payment Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
26. the Purchaser acknowledges and agrees:
 - (a) that the obligation of the Corporation, the Vendor and Resulting Issuer to issue the Payment Shares to the Purchaser is conditioned on such issuance of Payment Shares being exempt from the requirements to provide any Purchaser with a prospectus or similar disclosure document and to sell securities through a person registered to sell securities under applicable securities laws (the "**Exemption**");
 - (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the Purchaser will be restricted from using certain of the civil remedies available under applicable laws;
 - (ii) the Purchaser may not receive information that might otherwise be required to be provided to the Corporation, the Vendor and Resulting Issuer are relieved from certain obligations that would otherwise apply under the applicable securities laws if the Exemptions were not being relied upon by Resulting Issuer and Vendor; and

- (iii) certain protections, rights and remedies provided by applicable securities laws including statutory rights of rescission or damages, will not be available to the Purchaser; and
- (c) no person, including for greater certainty Corporation, the Vendor and Resulting Issuer, has made to the Purchaser any written or oral representations;
 - (i) that any person will resell or repurchase any of the Payment Shares;
 - (ii) that any person will refund the purchase price of any of the Payment Shares;
 - (iii) as to the future price or value of any of the Payment Shares;

27. there may be material tax consequences to the Purchaser as a result of the disposition of Purchased Shares or the acquisition or disposition of the Payment Shares, and Corporation, the Vendor and Resulting Issuer give no opinion and makes no representations to the Purchaser with respect to the tax consequences to the Purchaser under federal, state, provincial, local or foreign tax laws that may apply to any such acquisitions or dispositions, in particular, no determination has been made whether Corporation, the Vendor and Resulting Issuer will be a "passive Foreign investment company" within the meaning of Section 1291 of the United States Internal Revenue Code;

28. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Payment Shares;

29. the Purchaser covenants and agrees that upon the completion of the Business Combination, the Resulting Issuer Shares may be subject to restrictive hold periods or escrow provisions and shall be subject to a voluntary resale restriction agreement (the "**Corporation Lock-Up Agreement**") between Resulting Issuer, and the Purchaser, in a form to be agreed upon by Resulting Issuer and the Corporation, each acting reasonably, under which the Purchaser will agree not to trade the Resulting Issuer Shares, provided that 10% of its Resulting Issuer Shares may be traded on the date of completion of the Business Combination, and further 22.5% tranches of their respective Resulting Issuer Shares may be traded on each successive three month anniversary of the completion of the Business Combination, and the Purchaser hereby agrees to accept such hold periods and/or escrow provisions and in furtherance of this covenant and to execute all documents in connection herewith (the "**Escrow Covenant**");

30. the Purchaser's Representative, whether before or after Closing, is irrevocably authorized to vote or cause to be voted, to the extent applicable, all of the Payment Shares, held by the Purchaser now or in the future (collectively, the "**Subject Securities**"): (i) to approve or support the Business Combination; and (ii) in favour of or in support of all matters related to the Business Combination that are necessary or advisable for, or ancillary to, implementing the Business Combination (the "**Approval Covenant**");

31. the Purchaser hereby covenants and agrees not to:

- (a) take any action that is reasonably likely to impede, interfere with, delay, postpone, or adversely affect, in any material respect, the Business Combination;
- (b) sell, transfer, assign, or otherwise dispose of (other than by operation of applicable laws), or enter into any agreement or understanding relating to the sale, transfer, assignment or other disposition of, the Subject Securities other than in accordance with this agreement;

- (c) exercise any rights of dissent or appraisal in respect of any resolution approving the Business Combination or any aspect thereof or matter related thereto, or in any manner delay, hinder, prevent, interfere with or challenge the Business Combination;
- (d) except to the extent permitted hereunder, take any action of any kind which would cause any of its representations or warranties in this agreement to become untrue, or which may in any way adversely affect the success of the completion of the Business Combination;

32. the Purchaser hereby irrevocably grants to the Purchaser's Representative a proxy or other right to consent to, approve, vote or cause to be voted the Subject Securities to approve the Business Combination and all matters contemplated by the Business Combination in the Business Combination Agreement (the "**Voting Covenant**");

33. the Purchaser covenants and agrees not to make any public announcement concerning this agreement, the Business Combination Agreement, the Business Combination or the matters contemplated herein or disclose the contents or existences of this agreement or the Business Combination Agreement to any person other than the Purchaser's advisors on a need to know basis;

34. the Purchaser acknowledges and consents to the fact that Corporation, the Vendor and Resulting Issuer are collecting the Purchaser's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), for the purpose of completing this agreement. The Purchaser acknowledges and consents to Corporation, the Vendor and Resulting Issuer retaining such personal information for as long as permitted or required by law or business practices. The Purchaser further acknowledges and consents to the fact that Corporation, the Vendor and Resulting Issuer may be required by applicable securities laws to provide regulatory authorities with any personal information provided under this agreement;

35. if required by applicable securities laws or by any securities commission, stock exchange or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist Corporation, the Vendor and Resulting Issuer in filing such reports, undertakings and other documents with respect to the Payment Shares.

36. any resale of the Payment Shares may be subject to resale restrictions contained in applicable securities laws and it is the responsibility of the Vendor to find out what those restrictions are and to comply with such restrictions before selling any of the Payment Shares;

37. any certificates representing the Payment Shares will bear legends substantially similar to the following:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) DATE OF DISTRIBUTION OF THE SECURITIES AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR ANY STATE SECURITIES LAWS,

AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (ii) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION AND TRANSFER AGENT MUST FIRST BE PROVIDED TO THE CORPORATION AND TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS U.S. ACCREDITED INVESTOR CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

38. the Corporation, the Vendor and Resulting Issuer are entitled to rely on the acknowledgements, agreements, representations and warranties and the Corporation, the Vendor and Resulting Issuer and answers of the Purchaser in this agreement, and the Purchaser will hold harmless Newco from any loss or damage either one may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Purchaser not being true and correct, in accordance with the provisions of this agreement; and

39. the address of the Purchaser set out below is the sole address of the Purchaser as of the date hereof and will be the sole address of the Purchaser as of the Closing Date.

POWER OF ATTORNEY

The Purchaser irrevocably authorizes Pascal Lauria (the "**Purchaser's Representative**"), in its discretion, to act as the Purchaser's representative, and hereby appoints the Purchaser's Representative, with full power of substitution, as its true and lawful attorney with full power and authority in the Purchaser's place and stead to take all actions required, as determined by the Purchaser's Representative in its sole discretion, including the authorization, delivery, approval and execution of any documents, to perform the Voting Covenant, the Approval Covenant, and the Escrow Covenant. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Purchaser. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of a Purchaser. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Purchaser. Any person dealing with the Purchaser's Representative may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Purchaser's Representative pursuant to this power of attorney is authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations or actions made or taken by the Purchaser's Representative pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Non-Purchaser Party taken in good faith

under this power of attorney relating to the Voting Covenant, the Approval Covenant and the Escrow Covenant.

[signature page follows]

IN WITNESS WHEREOF, the Purchaser has executed this agreement as of the Execution Date.

Address:		Name of Purchaser
Tel:		By:
Email:		Title (if applicable)

Registration Instructions:

If different than the above, register the Payment Shares issuable to the signatory as follows:

Name for Registration	Address for Registration:	
	Telephone for Registration:	
	Email for Registration:	

Appendix "A"

U.S. ACCREDITED INVESTOR CERTIFICATE

NOTE: the provisions on this page are applicable ONLY to residents of the United States or a U.S. Person.

TO: Memo News AG (the "Vendor") and CoinAnalyst Corp. ("CoinAnalyst")

The undersigned (the "**Purchaser**") represents, warrants and covenants (which representations, warranties and covenants shall survive the Closing) to the Vendor and CoinAnalyst and their counsel (and acknowledges that the Vendor and CoinAnalyst and its counsel are relying thereon) that:

1. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Payment Shares and it is able to bear the economic risk of loss of the investment in the Payment Shares;
2. 2864014 Ontario Inc. (the "**Corporation**") and Resulting Issuer have provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Corporation and Resulting Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Payment Shares, and that any answers to questions and any request for information have been complied with to the Purchaser's satisfaction;
3. it is purchasing the Payment Shares for its own account, for investment purposes only and not with a view to resale or distribution of any of the Payment Shares in violation of applicable securities laws and, it does not have any intention to distribute either directly or indirectly any of the Payment Shares in the United States; provided, however, that this paragraph shall not restrict the Purchaser from selling or otherwise disposing of any of the Payment Shares pursuant to registration thereof under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws or in compliance with an exemption from such registration requirements;
4. it is an "accredited investor" (a "**U.S. Accredited Investor**") that satisfies one or more of the categories of U.S. Accredited Investor indicated below (**please initial on the appropriate line(s)**):

- | | |
|-------------------|---|
| _____ Category 1. | A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or |
| _____ Category 2. | A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or |
| _____ Category 3. | A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or |
| _____ Category 4. | An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or |
| _____ Category 5. | An investment company registered under the United States Investment Company Act of 1940, as amended; or |
| _____ Category 6. | A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or |
| _____ Category 7. | A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or |
| _____ Category 8. | A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. \$5,000,000; or |
| _____ Category 9. | An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 in which the investment decision is made by |

a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or

- _____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or
- _____ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or
- _____ Category 12. Any director or executive officer of the Corporation; or
- _____ Category 13. A natural person whose individual net worth, or joint net worth with his or her spouse, excluding the value of his or her primary residence net of any mortgage obligation secured by the property, exceeds U.S.\$1,000,000 (for the purposes of calculating net worth: (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of securities contemplated by the accompanying Subscription Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of securities contemplated by the accompanying Subscription Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability); or
- _____ Category 14. A natural person who had an individual income in excess of U.S. \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S. \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- _____ Category 15. A trust, with total assets in excess of U.S. \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
- _____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories;

5. it understands that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. state securities laws, the certificates representing the Payment Shares, and all securities issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LAWS AND REGULATIONS, (C) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER

TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE TRANSFER AGENT. THESE SECURITIES MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.";

provided that, if any Payment Shares are being sold in compliance with Rule 904 of Regulation S under the U.S. Securities Act, the legend may be removed by providing to the registrar and transfer agent: (i) a declaration in the form as the Corporation or Resulting Issuer may prescribe from time to time) and/or (ii) if required by the registrar and transfer agent, an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation or Resulting Issuer, or other evidence reasonably satisfactory to the Corporation or Resulting Issuer, that the proposed transfer may be effected without registration under the U.S. Securities Act;

and provided, further, that, if any Payment Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivering to the registrar and transfer agent an opinion of counsel of recognized standing reasonably satisfactory to the Corporation or Resulting Issuer, as applicable, that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

6. it consents to the Corporation and Resulting Issuer making a notation on its records or giving instruction to its registrar and transfer agent in order to implement the restrictions on transfer and exercise with respect to the Payment Shares set forth and described herein;
7. it acknowledges that the Payment Shares are, or will when issued be, "restricted securities", as such term is defined in Rule 144 under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws or in compliance with an exemption therefrom, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Payment Shares absent such registration, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Payment Shares, except as permitted by paragraph 5 above and the legend included therein;
8. it understands and acknowledges that (i) if the Corporation or Resulting Issuer is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Payment Shares and (ii) the Corporation or Resulting Issuer is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Payment Shares;
9. it understands and acknowledges that the Corporation and Resulting Issuer have no obligation or present intention of filing with the SEC or with any state securities administrator any registration statement in respect of resales of the Payment Shares in the United States;
10. the office or other address of the Purchaser at which the Purchaser received and accepted the offer to purchase the Payment Shares is the address listed above;
11. it understands and agrees that there may be material tax consequences to the Corporation and Resulting Issuer of an acquisition, disposition or exercise of the Payment Shares, as applicable; the Corporation and Resulting Issuer give no opinion and make no representation with respect to the tax consequences to the Corporation and Resulting Issuer under United States, state, local or foreign tax law of the Corporation's and Resulting Issuer's acquisition, disposition or exercise of such Payment Shares, as applicable; in particular, no determination has been made whether the Corporation or Resulting Issuer will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended;
12. it understands and agrees that the Payment Shares have not been and will not be registered under the U.S. Securities Act, or applicable state securities laws, and the Purchased Shares are being offered and sold to the Corporation reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D thereunder and similar exemptions under applicable state securities laws;

13. it has not purchased the Payment Shares as a result of any form of "directed selling efforts" (as defined in Rule 902(c) of Regulation S under the U.S. Securities Act) or any form of "general solicitation" or "general advertising" (as defined in Regulation D under the U.S. Securities Act), including, without limitation, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or internet or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
14. it understands and acknowledges that the Corporation and Resulting Issuer are incorporated outside the United States, most of its assets are located outside the United States, and most or all of its directors and officers are residents of countries other than the United States. Consequently, it may be difficult for the Purchaser to effect service of process within the United States upon the Corporation and Resulting Issuer or such directors and officers, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of the Corporation and Resulting Issuer and their respective directors and officers under the U.S. federal securities laws; and
15. it acknowledges that the representations, warranties and covenants hereto are made by it with the intent that they may be relied upon by the Corporation and its counsel in determining its eligibility or the eligibility of others on whose behalf it is contracting thereunder to purchase the Payment Shares. It agrees that by accepting the Purchased Shares it shall be representing and warranting that the representations and warranties above are true as at the Closing with the same force and effect as if they had been made by it at the Closing and that they shall survive the purchase by it of the Payment Shares and shall continue in full force and effect notwithstanding any subsequent disposition by it of such Payment Shares.

[Signature follows.]

The Purchaser undertakes to notify the Corporation and Resulting Issuer immediately of any change in any representation, warranty or other information relating to the Corporation and Resulting Issuer or any beneficial purchaser set forth herein which takes place prior to the Closing.

Dated: _____, 2021.

If a Corporation, Partnership or Other Entity:

Name of Entity

Type of Entity

Signature of Person Signing

Print or Type Name and Title of Person Signing

If an Individual:

Signature

Print or Type Name