

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 1st day of April, 2022.

AMONG:

COINANALYST CORP.,

a corporation existing under the laws of British Columbia, having an office at 4005 Grant St. Burnaby, British Columbia, V5C 3N6.

(hereinafter referred to as the “**Purchaser**”)

- and -

ROCKSTOCK EQUITIES INC.,

a corporation existing under the laws of Alberta, having an office at 164-99 Scurfield Blvd, Winnipeg, Manitoba, R3Y 1Y1

(hereinafter referred to as “**Vendor**”)

- and -

The common shareholders of Vendor listed in the attached Schedule “A” (which shareholders, together, if applicable, with any persons that become shareholders of Vendor prior to Closing, hereinafter collectively referred to as, the “**Shareholders**”, and individually as, a “**Shareholder**”)

WHEREAS:

- A. The Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of Vendor (the “**Vendor Shares**”);
- B. The Purchaser has agreed to purchase all of the outstanding Vendor Shares in exchange for securities of the Purchaser on the terms and conditions set forth in this Agreement (the “**Transaction**”); and
- C. The Shareholders who have executed this Agreement have agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**Agreement**” means this share exchange agreement as the same may be supplemented or amended from time to time;

- (b) “**Alternative Transaction**” means any of the following (and excludes the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving Vendor, or any analogous transaction; (b) any acquisition of all or substantially all of the assets of Vendor (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect); (c) any acquisition of beneficial ownership of 50% or more of Vendor’s common shares in a single transaction or a series of related transactions; (d) any acquisition by Vendor of any assets or capital stock of another person (other than acquisitions of capital stock or assets of any other person that are not, individually or in the aggregate, material to Vendor); or (e) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;
- (c) “**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;
- (d) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (e) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (f) “**Claim**” has the meaning set forth in Section 8.04;
- (g) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (h) “**Closing Date**” means the date of Closing as the Purchaser and Vendor may mutually determine;
- (i) “**Common Shares**” means common shares without par value in the capital of the Purchaser;
- (j) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (k) “**Consulting Agreements**” means the consulting agreements to be entered into between each the Purchaser and David Abbott, Chief Executive Officer of the Vendor, and Christelle Dussault by the Time of Closing, substantially in the form attached hereto as Schedule “C”;
- (l) “**Consideration Shares**” has the meaning set forth in Section 2.02;

- (m) “**Corporate Records**” means the corporate records of a corporation, including: (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (n) “**CSE**” means Canadian Securities Exchange;
- (o) “**Direct Claim**” has the meaning set forth in Section 8.04;
- (p) “**Disclosed**” means, in the case of the Shareholders and Vendor, fairly disclosed in writing to the Purchaser prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed), and, in the case of the Purchaser, fairly disclosed in writing to Vendor prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (q) “**Earnout Shares**” has the meaning set forth in Section 2.03;
- (r) “**Effective Date**” has the meaning set forth in Section 2.06;
- (s) “**Exemption**” has the meaning set forth in Section 2.05;
- (t) “**GAAP**” means generally accepted accounting principles in Canada (and, if applicable, includes International Financial Reporting Standards);
- (u) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the CSE;
- (v) “**Indemnified Party**” has the meaning set forth in Section 8.04;
- (w) “**Indemnifying Party**” has the meaning set forth in Section 8.04;
- (x) “**Intellectual Property**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii)

licenses, contacts and agreements otherwise relating to the Intellectual Property, and (ix) the goodwill symbolized or represented by the foregoing;

- (y) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (z) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (aa) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of the operations of either the Purchaser or Vendor, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction, provided that the COVID-19 pandemic will be deemed not to constitute a Material Adverse Effect;
- (bb) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (cc) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (dd) “**Misrepresentation**” shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (ee) “**MVP**” has the meaning set forth in Section 2.03;
- (ff) “**New Vendor Shareholder**” has the meaning set forth in Section 2.01;
- (gg) “**Non-Resident Shareholders**” means those Shareholders identified in the attached Schedule “A” as being non-residents of Canada for the purposes of the Tax Act;
- (hh) “**Non-Resident US Shareholders**” means those Shareholders identified in the attached Schedule “A” as being non-residents of Canada for the purposes of the Tax Act, and are also residents of the United States of America;
- (ii) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;

- (jj) “**Promissory Note**” means an unsecured promissory note issued by the Purchaser to the Vendor dated November 19, 2021 in the amount of \$34,999.65 which matures on November 19, 2022;
- (kk) “**Proportionate Interest**” has the meaning set forth in Section 2.02;
- (ll) “**Purchase Price**” has the meaning set forth in Section 2.02;
- (mm) “**Purchased Shares**” means all of the Vendor Shares purchased by the Purchaser pursuant to this Agreement;
- (nn) “**Purchaser Material Contracts**” has the meaning set forth in Section 5.01(f);
- (oo) “**Restrictive Covenant Agreements**” means the restrictive covenant agreements to be entered into between the Purchaser and each of the person listed in Schedule “E” as attached hereto, substantially in the form attached hereto as Schedule “F”;
- (pp) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (qq) “**Shareholder Consent Agreement**” means the consent agreement to be entered into between the Purchaser and each New Vendor Shareholder by the Time of Closing, substantially in the form attached hereto as Schedule “B”;
- (rr) “**Shareholders**” and “**Shareholder**” have the respective meanings set forth in the first page of this Agreement;
- (ss) “**Subject Shares**” has the meaning set forth in Section 2.06(b);
- (tt) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning;
- (uu) “**Tax Act**” means the *Income Tax Act* (Canada);
- (vv) “**Tax Election Form**” has the meaning set forth in Section 2.04;

- (ww) “**Tax Election Provision**” has the meaning set forth in Section 2.04;
- (xx) “**Tax Return**” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;
- (yy) “**Termination Date**” means April 30, 2022, or such later date as may be agreed in writing between the Purchaser and Vendor;
- (zz) “**Third Party**” has the meaning set forth in Section 8.06(e);
- (aaa) “**Third Party Claim**” has the meaning set forth in Section 8.06(e);
- (bbb) “**Time of Closing**” means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;
- (ccc) “**Transaction**” has the meaning set forth in the recitals of this Agreement;
- (ddd) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (eee) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (fff) “**U.S. Representation Letter**” means the representation letter in the form attached hereto as Schedule “H”;
- (ggg) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;
- (hhh) “**Vendor Material Contracts**” has the meaning set forth in Section 5.03(k); and
- (iii) “**Vendor Shares**” means the common shares in the capital of Vendor.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of Vendor” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of the Vendor, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (c) Any reference herein to “the knowledge of the Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against either Party:

<u>Schedule</u>	<u>Description</u>
Schedule “A”	Shareholders of Vendor
Schedule “B”	Form of Shareholder Consent Agreement
Schedule “C”	Form of Consulting Agreement
Schedule “D”	Certification of Shareholder’s Information
Schedule “E”	List of Parties to Restrictive Covenant Agreement
Schedule “F”	Form of Restrictive Covenant Agreement
Schedule “G”	List of Intellectual Property and Assets
Schedule “H”	U.S. Representation Letter

ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are issued and outstanding and that are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule "A" attached hereto.

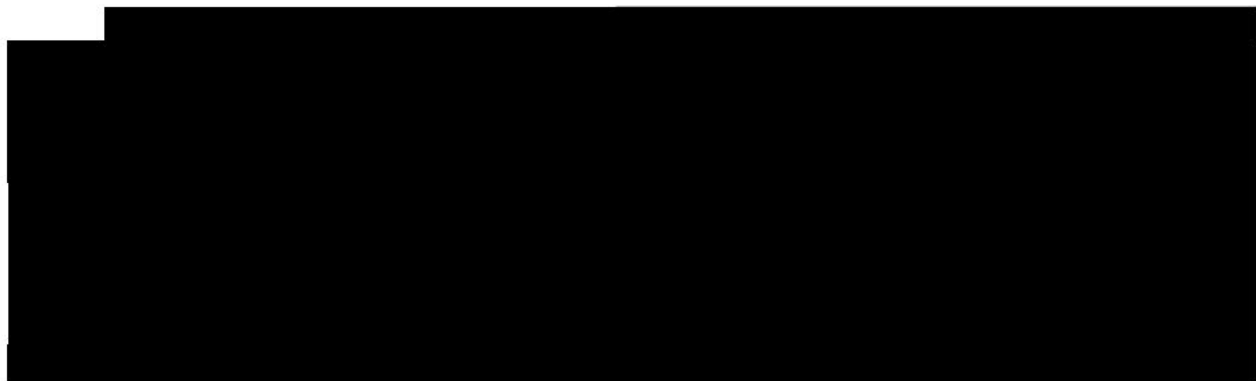
It is acknowledged and agreed that, prior to Closing, the Shareholders may transfer some or all of their Vendor Shares to a trustee or nominee shareholder (the "**New Vendor Shareholder**") (while retaining beneficial ownership) as part of personal tax planning and the Purchaser shall be notified in writing of any such transfer not less than five (5) Business Days prior to Closing, on condition that such transferring Shareholder obtains the consent and agreement of the New Vendor Shareholder to the Transaction evidenced by the execution and delivery by such New Vendor Shareholder of a Shareholder Consent Agreement in the form attached as Schedule "B" hereto. The parties agree that the New Vendor Shareholder shall become a party to and be bound by this Agreement holding the Vendor Shares previously registered in the name of the transferor of those Purchased Shares.

In addition, for greater certainty, if any Shareholder may acquire any additional Vendor Shares (for example, from another Shareholder that might not be a party to this Agreement, or with the consent of the Purchaser), such additional Vendor Shares so acquired shall form part of the Purchased Shares and the applicable Shareholder covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from such Shareholder the additional Vendor Shares held by such Shareholder so acquired, in addition to the Purchased Shares described in Schedule "A". For greater certainty, the aggregate number of Purchased Shares of the Vendor issued and outstanding on Closing Date shall be no greater than 30,000,000.

2.02 Purchase Price

The aggregate purchase price ("**Purchase Price**") for the acquisition of the Purchased Shares is \$937,500 at the Time of Closing. The Purchase Price shall be paid by the Purchaser issuing to the Shareholders, pro rata in proportion to their holdings in the Vendor ("**Proportionate Interest**"), an aggregate of 3,750,000 common shares in the capital of the Purchaser (the "**Consideration Shares**") at a deemed price of \$0.25 per share on the Closing Date.

2.03 Earnouts





2.04 Tax Election

The Purchaser agrees that, at the request and expense of any Shareholder who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Shareholder for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to the Purchased Shares acquired by the Purchaser from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.05 Restrictions on Resale

Each of the Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Consideration Shares in exchange therefor, will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) as a consequence of acquiring the Consideration Shares and Earnout Shares pursuant to the Exemptions:
 - (a) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (b) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (c) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares and Earnout Shares;

- (d) there is no government or other insurance covering the Consideration Shares and Earnout Shares; and
 - (e) an investment in the Consideration Shares is speculative and of high risk.
- (c) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and Earnout Shares and which may impose restrictions on the resale of such Purchased Shares and Earnout Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Purchased Shares and Earnout Shares.

2.06 Contractual Restriction on Sale

- (a) In consideration of the benefit that the Transaction contemplated herein will confer upon the Shareholders and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Shareholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any Consideration Shares and Earnout Shares that may be issued, directly or indirectly, to the Shareholders by the Purchaser in accordance with the terms of this Agreement (collectively, the “**Subject Shares**”), as any such Subject Shares may be reconstituted, consolidated, converted or otherwise modified, or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Shares (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Shares, other securities of the Purchaser, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of Purchaser, any such consent to be at the sole discretion of the Purchaser, for a period commencing (a) as of the date hereof and ending on the date that is 18 months following the Closing Date with respect to the Consideration Shares, and (b) as of the date the Earnout Shares are issued (the “**Effective Date**”) and ending on the date that is 18 months following the Effective Date, subject to the exceptions set forth below.
- (b) The foregoing restrictions and covenants in Section 2.06(a) shall cease to apply to the following number of Subject Shares effective as of the following dates:
- i. as to (i) 10% of the Subject Shares derived from the Consideration Shares, as of the Closing Date; and (ii) 10% of the Subject Shares derived from the Earnout Shares, as of the Effective Date;
 - ii. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 3 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 3 months following the Effective Date;
 - iii. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 6 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 6 months following the Effective Date;

- iv. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 9 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 9 months following the Effective Date;
 - v. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 12 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 12 months following the Effective Date;
 - vi. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 15 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 15 months following the Effective Date; and
 - vii. as to (i) 15% of the Subject Shares derived from the Consideration Shares, as of the date that is 18 months following the Closing Date; and (ii) 15% of the Subject Shares derived from the Earnout Shares, as of the date that is 18 months following the Effective Date.
- (c) The foregoing restrictions and covenants in Section 2.06(a) shall not apply to transfers made by a Shareholder pursuant to a bona fide take-over bid, arrangement or similar transaction involving a change of control of the Purchaser made generally to or involving all holders of equity securities of the Purchaser after the Closing Date or Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Shares, a Shareholder and the Subject Shares shall remain subject to the restrictions and covenants contained in Section 2.06(a).
- (d) Each Shareholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Purchaser reflecting restrictions and covenants binding on each Shareholder that are substantially consistent with the provisions hereof.
- (e) Each Shareholder hereby acknowledges and agrees that the Purchaser, at its discretion, may place restrictive legends on any of the Subject Shares to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Shareholders. Each Shareholder hereby agrees and consents to the entry of stop transfer restrictions with the Purchaser's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Shares contrary to the provisions hereof without any further act or approval on the part of the Shareholders.
- (f) Each Shareholder hereby represents and warrants that each Shareholder has power and authority to enter into this Agreement, and that it shall have good and marketable title to the Subject Shares upon completion of the Transaction and understands that the Purchaser is relying upon the provisions hereof in proceeding towards consummation of the Transaction. Each Shareholder further understands that the provisions hereof shall be binding upon the Shareholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Purchaser and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of a Shareholder.

**ARTICLE III
CONDITIONS OF CLOSING**

3.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) there shall be no action taken under any Applicable Law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Vendor or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Vendor which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (b) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser or Vendor, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Transaction;
- (c) receipt of all required regulatory, corporate and third party approvals including CSE approval, if applicable, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) neither party shall be subject to unresolved litigation or court proceedings;
- (e) the completion of the Transaction without being classified as a “Change of Business” or a “Fundamental Change” for the Purchaser, pursuant to the policies of the CSE;
- (f) there being no prohibition at law against the completion of the Transaction; and
- (g) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties and may be waived by Vendor (on its own behalf and on behalf of the Shareholders) and the Purchaser, in whole or in part, without prejudice to any party’s right to rely on any other condition in favour of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Shareholders and Vendor shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;
- (b) on or before the Time of Closing, Vendor shall have obtained the consent of each of the New Vendor Shareholders, if any, evidenced by the delivery of the Shareholder Consent Agreements;

- (c) at the date hereof and at the Time of Closing, David Abbott is the registered and beneficial owner of that number of Vendor Shares as set forth opposite his name in Schedule "A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any natures;
- (d) neither Vendor nor any of the Shareholders shall have violated Section 9.01;
- (e) the representations and warranties of Vendor set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of the President or Chief Executive Officer of Vendor to this effect shall have been delivered to the Purchaser;
- (f) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Vendor at or before the Time of Closing will have been complied with or performed and a certificate of the President or Chief Executive Officer of Vendor to this effect shall have been delivered to the Purchaser;
- (g) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Shareholders of the documents described in Section 4.04 required to be delivered by such Shareholders shall constitute a reaffirmation and confirmation by such Shareholders of such representations and warranties;
- (h) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 shall constitute confirmation of such compliance and performance;
- (i) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) or other persons, including, if applicable, all those party to the Material Contracts, necessary to permit the completion of the Transaction shall have been obtained;
- (j) there being no inquiry or investigation (whether formal or informal) in relation to Vendor or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, Vendor, its business, assets or financial condition;
- (k) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Vendor; and
- (l) on the Time of Closing, Vendor shall not have any debt.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of Vendor and the Shareholders

The obligations of Vendor and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02 including delivery of the Consideration Shares;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) or other persons necessary to permit the completion of the Transaction shall have been obtained;
- (c) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;
- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and Vendor;
- (e) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (f) the Consideration Shares will have been approved for issuance by the directors of the Purchaser and will be issued as fully paid and non-assessable shares in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;
- (g) David Abbott, Chief Executive Officer of the Vendor, shall have been appointed to the board of directors of the Purchaser; and
- (h) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of Vendor and the Shareholders and may be waived by Vendor (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Vendor's and the Shareholders' right to rely on any other condition in favour of Vendor and the Shareholders.

3.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01, 3.02, or 3.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of Garfinkle Biderman LLP, Suite 801, 1 Adelaide Street East, Toronto, Ontario, M5C 2V9.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates (or DRS) evidencing the Consideration Shares;
- (b) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Consideration Shares; and (iii) as to the incumbency and genuineness of the signature of each officer of the Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;
- (c) the officer's certificates referred to in Sections 3.03(c) and 3.03(d);
- (d) a certificate of good standing for the Purchaser; and
- (e) a certificate from the transfer agent of the Purchaser certifying the number of issued and outstanding shares of the Purchaser immediately prior to the Closing.

4.03 Closing Deliveries of Vendor

At the Time of Closing, Vendor will deliver or cause to be delivered:

- (a) a certificate by the President or Chief Executive Officer of Vendor, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles of incorporation and bylaws of Vendor (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Vendor approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of Vendor executing this Agreement or any of the other agreements or documents contemplated hereby;
- (b) the officer's certificates referred to in Sections 3.02(e) and 3.02(f);
- (c) if applicable, and if not previously delivered to the Purchaser, duly executed copies of (i) the Shareholder Consent Agreements referred to in Section 3.02(b) signed by each New Vendor Shareholder and Vendor; (ii) the Restrictive Covenant Agreements; and (iii) the Consulting Agreements; and
- (d) a certificate of good standing for Vendor.

4.04 Closing Deliveries of the Shareholders

At the Time of Closing, each Shareholders will cause to be delivered:

- (a) with respect to each Shareholder, notice of uncertificated securities evidencing the Purchased Shares owned by such Shareholder;
- (b) duly completed and executed copies of Certification of Shareholder's Information signed by each Shareholder; and
- (c) duly completed and executed copies of the Restrictive Covenant Agreement signed by each Shareholder listed in Schedule "E" attached hereto to

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and Vendor as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser is a "reporting issuer" in the provinces of British Columbia, Alberta, Saskatchewan and Ontario and is not in material default of the Securities Laws;

- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the Common Shares are listed for trading on the CSE and the Purchaser is not in material default of any of the listing requirements of the CSE;
- (f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not: (i) result in a breach or violation of the notice of articles and articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (g) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 73,440,003 Common Shares are issued and outstanding as fully paid and non-assessable; as of the date hereof, 6,690,200 common share purchase warrants of the Purchaser are outstanding, 645,000 restricted share units of the Purchaser are outstanding and nil stock options are outstanding;
- (h) when issued in accordance with the terms hereof, the Consideration Shares will be validly issued as fully paid and non-assessable common shares of the Purchaser;
- (i) when issued in accordance with the terms hereof, the Earnout Shares will be validly issued as fully paid and non-assessable common shares of the Purchaser;
- (j) other than as set out in Section 5.01(g), there are no other Common Shares, preferred shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares issued or outstanding;
- (k) except for the holders of the securities set out in Section 5.01(g), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (l) since December 31, 2021, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;

- (m) there is no person, firm or company acting or purporting to act at the request of the Purchaser who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (n) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (o) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Consideration Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (p) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (q) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser;
- (r) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (s) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;
- (t) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Purchaser, threatened against the Purchaser, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and the Purchaser is not aware of any contingent liability of the Purchaser for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and the Purchaser has not received any indication from any Governmental Authority that any assessment or reassessment is proposed; and
- (u) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser.

5.02 Representations and Warranties of the Shareholders

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholders, hereby severally (and, for greater certainty, not jointly with any other Shareholders) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholders and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholders, enforceable against the Shareholders in accordance with its terms;
- (b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not: (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) the Shareholder is the registered and beneficial owner of that number of Vendor Shares, as the case may be, set forth opposite the Shareholder's name in Schedule "A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) the acknowledgements, representations, warranties, covenants and information contained in this Agreement and Certification of Shareholder's Information (as attached hereto as Schedule "D") are true and correct as of the date hereof and will be true and correct as of the Closing Date;
- (f) other than as Disclosed, except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such Vendor Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Vendor;
- (g) the Vendor has good and marketable title to the Assets as set forth in Schedule "G", free and clear of any and all encumbrances. The Assets as currently used by the Vendor are free of defects, in good operating condition and in a state of good repair and maintenance.
- (h) to the knowledge of the Shareholders, Schedule "G" sets forth a complete and accurate list of all Intellectual Property owned by the Vendor, including all registrations of, and applications for registration of, Intellectual Property and all the Vendor Material Contracts that comprise or relate to Intellectual Property. The Vendor holds the entire right, title and interest in and to all of the Intellectual Property, free of all encumbrances, and has the

exclusive and unfettered right to use the Intellectual Property, and confirms that no other third party has rights to use the Intellectual Property. The Intellectual Property is valid and the rights of the Vendor in the Intellectual Property are enforceable. All registrations and applications for registration of the Intellectual Property are in good standing, have been filed in a timely manner within the appropriate offices to preserve the rights thereto and assignments have been recorded in favour of the Vendor. The Vendor has provided the Purchaser with true and complete copies of file histories, documents, certificates, examiner's report, correspondence and other materials related to all registrations and applications for registration of the Intellectual Property. The Vendor has provided the true and complete copies of all the Vendor Material Contracts that comprise or relate to Intellectual Property, including all modifications, amendments and supplements thereto and waivers thereunder. Neither the Vendor nor any other party thereto is in breach of or default under, or has provided or received any notice of breach or default of or any intention to terminate, any Vendor Material Contract. To the knowledge of the Shareholder, no Intellectual Property has expired, has been cancelled, expunged or impeached, or has lapsed for failure to be renewed or maintained and no Intellectual Property has been used, not used, enforced or not enforced in a manner that could reasonably be expected to result in the abandonment, cancellation or unenforceability of any of the Intellectual Property. Entering into this Agreement will not alter, impair or extinguish any of the Intellectual Property as owned, used or held for use in the conduct of the Vendor's business or trigger any rights of first refusal requiring the sale, assignment or transfer of any Intellectual Property to another person and do not and will not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any person. The Intellectual Property is all of the Intellectual Property used or required for the proper carrying on of Vendor's business, as it has been and is now conducted, and in accordance with the current documented plans of the Vendor. No Intellectual Property is subject to any outstanding order, award, decision, injunction, judgment, decree, stipulation or agreement materially restricting the transfer, use, enforcement or licensing thereof by the Vendor in the operation of the Vendor's business. No Intellectual Property is subject to any escrow obligations. The Purchaser has the right and authority to use after the Closing Date the Intellectual Property in connection with the conduct of its business in the manner presently conducted by the Vendor and, to the Shareholders' knowledge, Vendor is not subject to any agreement or arrangement containing any covenant or other provision that in any way limits or restricts the ability of Purchaser to register, use, exploit, assert or enforce any Intellectual Property anywhere in the world. No person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Intellectual Property. The Vendor has not issued a notice to any person alleging any such infringement, and no proceedings have been instituted or are pending or threatened, alleging any such infringement. There has been no sale, offer for sale or, to the knowledge of the Shareholders, public disclosure, of any invention owned by the Vendor and forming a part of the Intellectual Property, by the Vendor that could reasonably be expected to affect the Vendor or the Purchaser obtaining or maintaining valid patent rights for that invention. There has been no sale, offer for sale or, to the knowledge of the Shareholders, public disclosure, of any invention that is described in a patent application and forming a part of Intellectual Property by a person that would prevent the Vendor or the Purchaser from obtaining or maintaining valid patent rights to that invention following Closing. There are not actions settled, pending or threatened: (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any person by the Vendor; ii) challenging the validity, enforceability, registrability or ownership of or the Vendor's rights with respect to any Intellectual Property; or (iii) by the Vendor or any other person alleging any infringement, misappropriation, dilution or violation by any person of

the Intellectual Property. The Vendor is not subject to any outstanding or prospective governmental order (including any application or petition therefor) that does or would restrict or impair the use of any Intellectual Property. To the knowledge of the Shareholders, there is no publication, including any patent, published or laid-open patent application, journal article, catalogue, promotion, or specification of any other person which would prevent the Vendor or the Purchaser from obtaining or maintaining valid patent rights to an invention described in a patent application (whether now in preparation or filed and in good standing) and forming part of the Intellectual Property.

- (i) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholders in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (j) except for the Non-Resident Shareholders, the Shareholder is not a “non-resident” of Canada within the meaning of the Tax Act;
- (k) unless the Shareholder is a U.S. Shareholder and has completed and delivered a U.S. Representation Letter for U.S. Shareholders (in which case the Shareholder makes the representations, warranties and covenants therein):
 - (a) the offer to purchase the Shareholder’s Purchased Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (b) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Consideration Shares or Earnout Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
 - (c) except for the Non-Resident US Shareholders, at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
 - (d) if the Shareholder is a corporation or entity, (A) a majority of the Shareholder’s voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder’s affairs are wholly controlled and directed from outside of the United States;
 - (e) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Consideration Shares or Earnout Shares in the United States, except in compliance with the U.S. Securities Act; and
 - (f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;

- (l) Non-Resident Shareholders represent, including Non-Resident US Shareholders, warrant and/or acknowledge, as applicable, that:
 - (a) the Consideration Shares and Earnout Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Consideration Shares and Earnout Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
 - (b) the receipt of the Consideration Shares or Earnout Shares by Non-Resident Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser;
- (m) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Vendor or the Purchaser; and
- (n) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of Vendor

Vendor represents and warrants to the Purchaser as follows, except as Disclosed, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Vendor is a corporation validly existing and in good standing under the laws of Alberta and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Vendor has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Vendor and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Vendor, enforceable against Vendor in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of Vendor or of any resolutions of the directors or shareholders of Vendor, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Vendor Material Contract), license or permit to which Vendor is a party or by which Vendor is bound or to which any material assets or property

of Vendor is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to Vendor;

- (e) the authorized capital of Vendor consists of an unlimited number of common shares, of which, as of the date of this Agreement, 30,000,000 Vendor Shares are issued and outstanding as fully paid and non-assessable shares;
- (f) other than as described herein, Vendor does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Vendor does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (g) the Vendor has good and marketable title to the Assets as set forth in Schedule “G”, free and clear of any and all encumbrances. The Assets as currently used by the Vendor are free of defects, in good operating condition and in a state of good repair and maintenance.
- (h) Schedule “G” sets forth a complete and accurate list of all Intellectual Property owned by the Vendor, including all registrations of, and applications for registration of, Intellectual Property and all the Vendor Material Contracts that comprise or relate to Intellectual Property. The Vendor holds the entire right, title and interest in and to all of the Intellectual Property, free of all encumbrances, and has the exclusive and unfettered right to use the Intellectual Property, and confirms that no other third party has rights to use the Intellectual Property. The Intellectual Property is valid and the rights of the Vendor in the Intellectual Property are enforceable. All registrations and applications for registration of the Intellectual Property are in good standing, have been filed in a timely manner within the appropriate offices to preserve the rights thereto and assignments have been recorded in favour of the Vendor. The Vendor has provided the Purchaser with true and complete copies of file histories, documents, certificates, examiner’s report, correspondence and other materials related to all registrations and applications for registration of the Intellectual Property. The Vendor has provided the true and complete copies of all the Vendor Material Contracts that comprise or relate to Intellectual Property, including all modifications, amendments and supplements thereto and waivers thereunder. Neither the Vendor nor any other party thereto is in breach of or default under, or has provided or received any notice of breach or default of or any intention to terminate, any Vendor Material Contract. To the knowledge of the Vendor, no Intellectual Property has expired, has been cancelled, expunged or impeached, or has lapsed for failure to be renewed or maintained and no Intellectual Property has been used, not used, enforced or not enforced in a manner that could reasonably be expected to result in the abandonment, cancellation or unenforceability of any of the Intellectual Property. Entering into this Agreement will not alter, impair or extinguish any of the Intellectual Property as owned, used or held for use in the conduct of the Vendor’s business or trigger any rights of first refusal requiring the sale, assignment or transfer of any Intellectual Property to another person and do not and will not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any person. The Intellectual Property is all of the Intellectual Property used or required for the proper carrying on of Vendor’s business, as it has been and is now conducted, and in accordance with the current documented plans of the Vendor. No Intellectual Property is subject to any outstanding order, award, decision, injunction, judgment, decree, stipulation or agreement materially restricting the transfer, use, enforcement or licensing thereof by the Vendor in the operation of the Vendor’s business. No Intellectual Property is subject to any escrow obligations. The Purchaser has the right and authority to use after the Closing

Date the Intellectual Property in connection with the conduct of its business in the manner presently conducted by the Vendor and, to the Shareholders' knowledge, Vendor is not subject to any agreement or arrangement containing any covenant or other provision that in any way limits or restricts the ability of Purchaser to register, use, exploit, assert or enforce any Intellectual Property anywhere in the world. No person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Intellectual Property. The Vendor has not issued a notice to any person alleging any such infringement, and no proceedings have been instituted or are pending or threatened, alleging any such infringement. There has been no sale, offer for sale or, to the knowledge of the Vendor, public disclosure, of any invention owned by the Vendor and forming a part of the Intellectual Property, by the Vendor that could reasonably be expected to affect the Vendor or the Purchaser obtaining or maintaining valid patent rights for that invention. There has been no sale, offer for sale or, to the knowledge of the Vendor, public disclosure, of any invention that is described in a patent application and forming a part of Intellectual Property by a person that would prevent the Vendor or the Purchaser from obtaining or maintaining valid patent rights to that invention following Closing. There are not actions settled, pending or threatened: (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any person by the Vendor; ii) challenging the validity, enforceability, registrability or ownership of or the Vendor's rights with respect to any Intellectual Property; or (iii) by the Vendor or any other person alleging any infringement, misappropriation, dilution or violation by any person of the Intellectual Property. The Vendor is not subject to any outstanding or prospective governmental order (including any application or petition therefor) that does or would restrict or impair the use of any Intellectual Property. To the knowledge of the Vendor, there is no publication, including any patent, published or laid-open patent application, journal article, catalogue, promotion, or specification of any other person which would prevent the Vendor or the Purchaser from obtaining or maintaining valid patent rights to an invention described in a patent application (whether now in preparation or filed and in good standing) and forming part of the Intellectual Property.

- (i) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Vendor;
- (j) Vendor has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (k) all of the Contracts of Vendor material to its business and operations (the “**Vendor Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Vendor Material Contracts. Each of the Vendor Material Contracts is in full force and effect, unamended, there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Consideration Shares and Earnout Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Vendor has not violated

or breached, in any material respect, any of the terms or conditions of any Vendor Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

- (l) there are no waivers, consents, notices or approvals required to be given or obtained by Vendor in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Vendor is a party;
- (m) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Vendor is required to be obtained by Vendor in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Vendor from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Vendor;
- (n) there is no suit, action or proceeding or, to the knowledge of Vendor, pending or threatened against Vendor that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Vendor, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Vendor causing, or which could reasonably be expected to cause, a Material Adverse Effect on Vendor;
- (o) no bankruptcy, insolvency or receivership proceedings have been instituted by Vendor or, to the knowledge of Vendor, are pending against Vendor;
- (p) Vendor has good and marketable title to its properties and assets (other than property or an asset as to which Vendor is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Vendor;
- (q) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Vendor of any of its assets or property;
- (r) Vendor has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Vendor, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (s) Vendor has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by Vendor in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to Vendor are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. Vendor has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by

the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;

- (t) there are no audits, reassessments or other proceedings in progress or, to the knowledge of Vendor, threatened against Vendor, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and Vendor is not aware of any contingent liability of Vendor for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and Vendor has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (u) Vendor has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by Vendor;
- (v) Vendor has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Vendor of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Vendor;
- (w) Vendor is not a party to any executive or director services agreements with its current directors or officers of the Vendor, other than the Consulting Agreements;
- (x) Vendor has never had any employees;
- (y) the Corporate Records of Vendor are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Vendor, and without limiting the generality of the foregoing: (i) the minute books of Vendor contain complete and accurate minutes of all meetings of the directors and shareholders of Vendor; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Vendor; (iii) the securities register of Vendor are complete and accurate, and all transfers of shares of Vendor have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Vendor were duly elected or appointed as the case may be;
- (z) all Books and Records of Vendor have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (aa) Vendor has no material Intellectual Property and there are no Contracts that are material to the business and operations of Vendor as presently conducted under which Vendor licenses any Intellectual Property from a third party;
- (bb) Vendor is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Vendor listed or quoted on any stock exchange or electronic quotation system;
- (cc) any materials provided by Vendor to any potential investors did not contain any Misrepresentation;

- (dd) to the knowledge of Vendor, no representation or warranty of Vendor contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading;
- (ee) all inventories of Vendor (including raw materials, work in progress, finished goods, spare parts and supplies) are merchantable and fit for the specific purpose for which they are to be used at levels sufficient for the continuation of the Vendor's business in the ordinary course in the manner carried on at the date hereof;
- (ff) There are no outstanding work orders, non-compliance orders, deficiency notices, notices of violation or other such notices relative to the properties and assets of Vendor or the Vendor's business which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies. There are no matters under discussion with any such department or authority relating to work orders, non-compliance orders, deficiency notices or other such notices. To the knowledge of the Vendor, the Vendor's business is not being carried on, and none of the properties or assets of Vendor are being operated, in a manner which is in contravention of any statute, regulation, rule, code, standard or policy, and no amounts are owing by Vendor in respect of the properties or assets of Vendor to any governmental authority or public utility, other than current accounts which are not in arrears;
- (gg) Vendor is not a party to any lease, sublease, conditional sales contracts, franchises, licenses or other agreements under which Vendor is the lessee or lessor of or holds, uses or claims any interest in any personal property of the Vendor's business;
- (hh) the Vendor does not maintain any insurance policies;
- (ii) Vendor is in compliance with all federal, provincial or other Applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours and has not and is not engaged in any unfair labour practice;
- (jj) No unfair labour practice, complaint or grievance against Vendor is pending or, to the best of the knowledge of Vendor, threatened before any labour relations board or similar government tribunal or agency;
- (kk) There is no labour strike, dispute, slowdown or stoppage actually pending or, to the best of the knowledge of Vendor, threatened against or involving Vendor;
- (ll) Vendor is not aware of any current attempts to organize or establish any labour union or employee association involving any of the employees of Vendor;
- (mm) No grievance which might have a material adverse effect upon Vendor or the conduct of the Vendor's business exists, no arbitration proceeding arising out of or under any collective agreement is pending and no claim therefor has been asserted;
- (nn) Vendor has not made or is not negotiating any collective agreements with any labour union or employee association involving its employees;
- (oo) No employee of Vendor has any agreement as to length of notice required to terminate his employment, other than such as results by law from the employment of an employee without agreement as to such notice or as to length of employment;

- (pp) All vacation pay (including all banked vacation pay), bonuses, commissions and other employee benefit payments are reflected and have been accrued in the books of account of Vendor;
- (qq) except the Promissory Note, Vendor has no loan or debt outstanding (other than the normal salaries, bonuses, fringe benefits and obligations to reimburse for expenses incurred on behalf of Vendor in the normal course of employment) which has been made to any director, officer, shareholder, or employee, to any former director, officer, shareholder, or employee of Vendor or to any Person not dealing at arm's length (as such term is construed under the Tax Act with any of the foregoing);
- (rr) Environmental Matters:
 - (a) Vendor possesses all environmental consents necessary to conduct the business. Vendor has not:
 - A. received any notices to the effect that Vendor's operations or assets are:
 - a) not in full compliance with all of the requirements of applicable foreign, federal, provincial or local environmental, health and safety statutes and regulations, or
 - b) the subject of any foreign, federal or provincial remedial or control action, direction or order, or any investigation or evaluation as to whether any remedial action is needed to respond to a release or threatened release of any contaminant into the environment or any facility or structure;
 - B. received any notices or claims that Vendor is or may be liable to any Person as a result of the release or threatened release of any contaminant into the environment or into any facility or structure, nor to the best of the knowledge of Vendor, is there any basis for actions being commenced nor has Vendor or Vendor ever been convicted of an offence in respect thereof; and
 - C. provided any notifications to any Person of the release of any contaminant into the environment.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 12 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Purchaser and Vendor shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor Vendor will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and Vendor that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) in a timely and expeditious manner:
 - (a) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (b) subsequent to review by Vendor and/or its counsel, file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and

policies of the CSE (including, without limitation, the CSE Form 9) in connection with the Transaction as contemplated herein after the Closing;

- (b) to make available and afford Vendor and its authorized representatives and, if requested by Vendor, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford Vendor and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of Vendor, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable Vendor or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by governmental or other public authorities. The obligations in this Section 6.02(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Vendor under this Section 6.02(b) will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;
- (c) to the extent necessary, make application to the CSE and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Consideration Shares and Earnout Shares);
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to Vendor (on behalf of itself and the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (a) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (b) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Vendor before any Governmental Authority to the extent permitted by such authorities; and

- (c) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (h) take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares and, upon satisfaction of conditions set herein, Earnout Shares to the Shareholders; and
- (i) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Consideration Shares and Earnout Shares to the Shareholders, in each case, on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws of the provinces of Canada in which the Shareholders are resident.

6.03 Covenants of Vendor

Vendor covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.01, it will:

- (a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction with the exception of various international joint ventures of Vendor and/or business opportunities and the funding thereof, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Vendor, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, Vendor, including any of its officers or directors, receives any form of offer or inquiry, Vendor shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;
- (b) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Vendor. Vendor will afford the

Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Vendor's property, assets, undertaking, records and documents. At the request of the Purchaser, Vendor will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Vendor's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Vendor maintained by governmental or other public authorities. The obligations in this Section 6.03(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Vendor will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(b) will not mitigate or otherwise affect the representations and warranties of Vendor hereunder;

- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Vendor will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Vendor in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction, including using commercially reasonable efforts to:
 - (a) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (b) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Vendor or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (c) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Vendor will

keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;
- (h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (a) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (b) increase or decrease its paid-up capital or purchase or redeem any shares; or
 - (c) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;
 - (d) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Vendor (including those that are convertible or exchangeable into securities of Vendor), other than as contemplated under this Agreement; and
- (i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

Each of the Shareholders, on its own behalf, covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 7.01, it will:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction, including using commercially reasonable efforts to:
 - (a) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and
 - (b) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

- (b) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (c) if the Shareholder is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and
- (d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VII TERMINATION

7.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

- (a) by mutual written consent of the Purchaser and Vendor;
- (b) by either Vendor or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by Vendor or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which Vendor or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (d) by Vendor if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.03 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Vendor;
- (e) by the Purchaser or Vendor, if the other party completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and
- (f) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 10.03 and 10.08.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save the Shareholders and Vendor harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Shareholders or Vendor as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.02 Indemnification by Vendor

Subject to Section 5.04, Vendor shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Vendor contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.03 Indemnification by Shareholders

Subject to Section 5.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser directly as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 8.01, 8.02 and 8.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party

(a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.05 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;
- (b) the Indemnifying Party’s obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$5,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article VIII shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01; for greater certainty, no Shareholder shall

be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Consideration Shares;

- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Vendor or the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Consideration Shares issuable under this Agreement;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a “**Third Party**”) with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 8.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE IX EXCLUSIVITY AND ACCESS

9.01 Obligations of Vendor and Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither Vendor nor the Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to an Alternative Transaction involving Vendor or the sale or disposition of any part of the outstanding Vendor Shares or assets of Vendor, or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of Vendor or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict Vendor from furnishing or providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited

Alternative Transaction not resulting from a breach of this Section 9.01, or the directors of Vendor, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or Vendor or the Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of Vendor determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to Vendor or the Shareholders than the Transaction provided, however, that prior to taking such action, the directors of Vendor shall have concluded, after considering Applicable Laws, and receiving advice of outside counsel, that such action would be a proper exercise of its fiduciary duties, or is otherwise required, under Applicable Laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under Applicable Laws. In the event Vendor or its Shareholders receive any form of offer or inquiry, Vendor shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request.

ARTICLE X GENERAL

10.01 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints Vendor as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Consideration Shares and, upon satisfaction of certain conditions contained herein, Earnout Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Vendor may, on its own behalf and on behalf of the Shareholders, extend the Termination Date and/or the Closing Date, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction, extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each Shareholder agrees that Vendor shall have no obligation or liability to any Shareholder for any action taken or omitted by Vendor in good faith, and each Shareholder shall indemnify and hold harmless Vendor from, and shall pay to Vendor the amount of, or reimburse Vendor for, any loss that Vendor may suffer, sustain, or become subject to as a result of any such action or omission by Vendor acting as the Shareholders' agent and attorney under this Agreement. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by Vendor under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by Vendor on behalf of the Shareholders pursuant to this Article X.

10.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

(a) if to the Purchaser:

CoinAnalyst Corp.
4005 Grant St. Burnaby,
British Columbia,
V5C 3N6
Attention: Pascal Lauria, CEO
E-mail: [REDACTED]

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

Garfinkle Biderman LLP
1 Adelaide Street East
Suite 801
Toronto, Ontario, M5C 2V9
Attention: Grant Duthie
E-mail: gduthie@garfinkle.com

(b) if to Vendor or the Shareholders:

RockStock Equities Inc.
164-99 Scurfield Blvd
Winnipeg, Manitoba, R3Y 1Y1

Attention: David Abbott
E-mail: [REDACTED]

or such other address as may be designated by notice given by either Vendor or the Purchaser to the other in accordance with this Section 10.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Vendor in accordance with this Section 10.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 10.02 shall not apply to a notice given as contemplated in Section 3.04 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of Vendor (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 10.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

10.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 10.03. For greater certainty, nothing contained herein shall prevent

any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

10.04 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

10.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

10.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

10.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as an Ontario contract.

10.08 Expenses

Vendor shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged, that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Vendor's counsel with the assistance of the Purchaser as needed. The Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

10.09 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to Vendor or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Vendor (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Vendor.

10.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

10.11 Public Announcements

Vendor and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

10.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

10.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

10.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

10.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

10.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

10.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

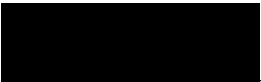
10.18 Independent Legal Advice

EACH SHAREHOLDER AND THE VENDOR ACKNOWLEDGE, CONFIRM AND AGREE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH SHAREHOLDER AND THE VENDOR ACKNOWLEDGE AND AGREE THAT GARFINKLE BIDERMAN LLP ONLY ACTS FOR THE PURCHASER, AND DOES NOT REPRESENT NOR ACT FOR THE SHAREHOLDERS OR THE VENDOR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.


[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

COINANALYST CORP.

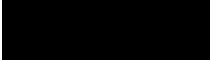
By: 
Name: Pascal Lauria
Title: Chief Executive Officer
(I have authority to bind the company)


ROCKSTOCK EQUITIES INC.

By: 
Name: David Abbott
Title: Chief Executive Officer
(I have authority to bind the company)

[Signature pages of the Shareholders follows.]

Vendor Shareholders:





Name of Witness [Please Print]


Signature of Witness








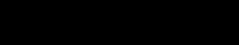
Name of Witness [Please Print]


Signature of Witness





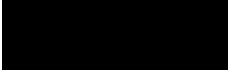



Name of Witness [Please Print]


Signature of Witness





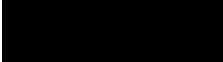



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Authorized Signing Officer

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Authorized Signing Officer

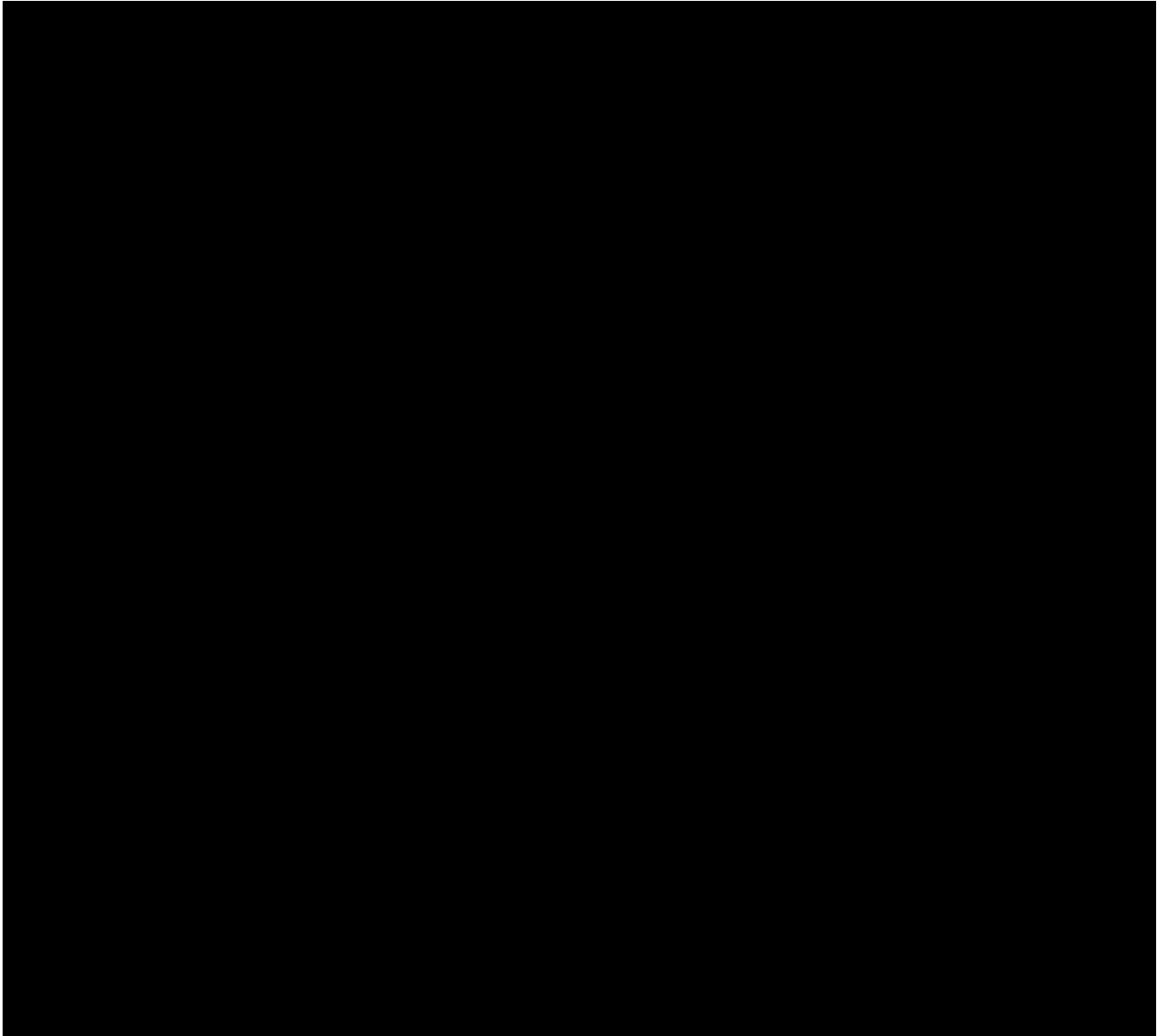
[Redacted]

[Redacted]

Authorized Signing Officer

SCHEDULE "A"

Shareholders of Vendor



SCHEDULE "B"
Form of Shareholder Consent Agreement

[See attached]

SHAREHOLDER CONSENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF _____, 2022 (the “Agreement”).

AMONG:

COINANALYST CORP.

a corporation existing under the laws of British Columbia
(the “Purchaser”)

AND:

ROCKSTOCK EQUITIES INC.

a corporation existing under the laws of Alberta

 (“Vendor”)

AND:

THE NEW SHAREHOLDERS OF VENDOR who have executed this Agreement (individually a “New Vendor Shareholder” and collectively the “New Vendor Shareholders”)

WHEREAS:

- A. The Purchaser, Vendor and the New Shareholders of Vendor entered into a Share Exchange Agreement dated effective as of _____, 2022 (the “Share Exchange Agreement”);
- B. Pursuant to the Share Exchange Agreement, Vendor agreed to the Transaction and further agreed to obtain the consent of the New Vendor Shareholders to the Transaction (as defined therein); and
- C. The New Vendor Shareholder has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by a New Vendor Shareholder, such New Vendor Shareholder covenants and agrees that it shall, together with the Shareholder (the “New Vendor Shareholder’s Transferor”) from whom such New Vendor Shareholder acquired common shares of Vendor as trustee or nominee for the New Vendor Shareholder’s Transferor, be bound by all of the provisions of the Share Exchange Agreement as if such New Vendor Shareholder and the New Vendor Shareholder’s Transferor were collectively an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the New Vendor Shareholder’s Transferor contained therein (provided that it is acknowledged and agreed that the New Vendor Shareholder is the registered owner of the common shares of Vendor acquired by the

New Vendor Shareholder referred to below, but is not the beneficial owner thereof, and that the New Vendor Shareholder's Transferor is the beneficial owner of such shares).

3. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the exclusive jurisdiction of the Courts of Ontario and not to commence any form of proceedings in any other forum.
4. This Agreement may be signed by facsimile (including in .pdf format) and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

COINANALYST CORP.

Per: _____
Authorized Signatory

ROCKSTOCK EQUITIES INC.

Per: _____
Authorized Signatory

AND THE FOLLOWING NEW VENDOR SHAREHOLDER:

Name: _____

Number of Shares: _____

Address: _____

Signed: _____

Witness Name: _____

Signed: _____

Date: _____

SCHEDULE “C”

Form of Consulting Agreement

[See attached]

CONSULTING AGREEMENT

This Consulting Agreement (the "**Agreement**") is made and entered into this _____ day of _____, 2022, by and between **CoinAnalyst Corp.**, a company incorporated pursuant to the laws of British Columbia, with a registered and records office address at 4005 Grant St. Burnaby, British Columbia, V5C 3N6 (the "**Company**"), and [●] (the "**Consultant**").

WHEREAS the Company desires to engage the Consultant and the Consultant represents that it has the requisite skills, qualifications and knowledge to serve the Company; and

WHEREAS the parties desire to state the terms and conditions of the Consultant's engagement by the Company.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto hereby declare and agree as follows:

1. Engagement and Duties

- 1.1. The Company hereby engages Consultant and Consultant hereby agrees to be engaged by the Company as an advisor to the Company whereby the Consultant will perform the services set out in Annex "A" to this Agreement, on the terms and conditions contained in this Agreement.
- 1.2. The Consultant shall report to the Company or any other person designated by the Company. The Consultant shall perform and discharge well and faithfully all duties that may be assigned to it by the Company from time to time in accordance with this Agreement.
- 1.3. The Consultant acknowledges that it is acting as Consultant that is solely responsible for its actions and that nothing in this Agreement shall be construed to create an employment relationship between the Company and the Consultant or any of the Consultant's employees or agents. The Consultant further acknowledges that it is not authorized to enter into contracts or agreements on behalf of the Company or to otherwise create obligations of the Company to third parties without the prior express written consent of the Company. No income tax of any kind shall be withheld or paid by the Company with respect to any amount paid to the Consultant pursuant to this Agreement.
- 1.4. The Consultant shall immediately notify the Company of any actual or potential conflict of interest that may arise with respect to this agreement.

2. Compensation, Benefits and Expenses.

- 2.1. In consideration for providing the Services (as defined in Annex "A" of this Agreement), the Consultant shall receive a monthly consulting fee as described in Section 2.2.
- 2.2. Subject to the terms and conditions of this Agreement, the Company shall pay to the Consultant a monthly consulting fee of \$[●] plus GST, starting on the Effective Date (as defined herein) (the "**Consulting Fees**").
- 2.3. During the term of this Agreement, the Company shall reimburse the Consultant for all reasonable office and general expenditures as required to provide the services set out in Annex "A" to this Agreement, provided that the Consultant complies with the generally applicable policies, practices and procedures of the Company for submission of expense reports, receipts or similar documentation of such expenses. Any reimbursements for such expenditures in excess of \$[●] must be approved in advance by the Company. For greater clarity, the Consultant shall only be responsible for expenses incurred by the Consultant if they are not pre-approved by the Company. The Consultant shall not be responsible for expenses incurred by the Company.

3. **Proprietary Information.** As a condition precedent to the coming into force of this Agreement, the Consultant shall execute (i) the Invention Assignment and Non-Competition Agreement attached hereto as Annex “B” (the “**Invention Assignment**”), which Invention Assignment shall (A) survive the termination of this Agreement, and (B) cover all Inventions (as defined in Annex “B”), and (ii) an intellectual property assignment agreement, attached hereto as Annex “C”.

4. **Term and Termination.**

4.1. **Term.** Consultant's work under this Agreement shall commence on _____, 2022 (the “**Effective Date**”) and shall continue until terminated by either party as set forth herein.

4.2. **Termination for Cause.**

(a) The Consultant may terminate this Agreement for cause, effective upon written notice to the Company if the Company (each, a “**Cause**”):

(1) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Company does not cure such breach within 10 days after receipt of written notice of such breach;

(b) the Company may terminate this Agreement immediately for cause, without advance written notice, payment in lieu thereof, or any other payment to the Consultant upon the occurrence of any of the following events (also, each a “**Cause**”):

(1) if the Consultant materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Consultant does not cure such breach within 10 days after receipt of written notice of such breach;

(2) theft, dishonesty, illegal conduct, or other similar act or behavior by the Consultant;

(3) any serious neglect of duty or serious misconduct by the Consultant to the material detriment of the Company or its affiliates in discharging any of the Consultant’s duties or responsibilities under this Agreement that are not cured or remedied within 10 days of written notification thereof to the Consultant by the Company;

(4) if in the reasonable opinion of the Company’s board of directors, the Consultant is not following the mandate dictated by the board of directors and is not sufficiently providing the Services as set out in Annex “A” of this Agreement, after the Company has provided sufficient warnings in writing so as to allow the Consultant to understand the Company’s board of directors’ concerns and time to revise it’s activities to be in line with the Services;

(5) any conduct of the Consultant which, in the reasonable opinion of the Company’s board of directors, is materially detrimental to the Company;

(6) any material misrepresentation by the Consultant regarding the Consultant’s background, educational, professional or other qualifications that the Company becomes aware of at any time during the Term; or

- (7) If the Consultant: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 4.3. Termination without Cause. After the 6 month earnout period has been completed, as described in the Share Exchange Agreement dated ____, 2022, or any mutually agreed upon extension, any Party may terminate this Agreement at any time and for any reason (“**Without Cause**”) by providing at least 30 days written notice to the other Parties (such period, the “**Notice Period**”). At the expiration of the Notice Period, this Agreement will terminate.
- 4.4. Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events: (a) the Company’s legal dissolution, or (b) the Consultant’s death (if an individual) or legal dissolution (if not an individual).
- 4.5. Effect of Termination. Upon termination of this Agreement for any reason, the Consultant shall promptly deliver to the Company any and all confidential information of the Company, any and all deliverables, and other Company property, including, but not limited to, all books, records, printouts, lists, internet accounts, passwords, keys, notes and other documents or copies thereof relating to the Company, which is in the Consultant’s possession or direct or indirect control (together, “**Company Property**”). Notwithstanding the foregoing, and excluding documents that may be kept by the Consultant as legal records, if requested in writing by the Company, the Consultant shall: (i) irretrievably destroy any Company Property in its possession (which, for certainty, includes copies) and, (ii) forthwith provide the Company with a certificate in writing confirming the completion of same.
- 4.6. Survival of Terms. Any provision of this Agreement that imposes an obligation after the Termination Date or expiration of the Term shall survive the termination or expiration of this Agreement.
- 4.7. Upon the expiration or termination of this Agreement, the Consultant shall help assure the smooth transfer of responsibilities to its successor, by coordinating with its successor and helping familiarize him/her/it with the Company and the nature of the Consultant.
5. **The Exclusivity of the Agreement.**
- 5.1. The terms and conditions of the Consultant shall be solely as set forth herein. Except as required by law, the terms and conditions of this Agreement shall remain confidential and treated as such by the parties, except that the Company may disclose the same to its auditors, accountants and legal advisors, in its financial statements and in the course of due diligence processes. Violation of the provision of this Section by the Consultant will be deemed material breach of this Agreement.
- 5.2. This Agreement, including its Annexes and the Share Exchange Agreement, is the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, agreements and discussions between them, oral or written, and is intended, to the extent allowed under the law of Ontario,

Canada, to override any statutory provisions related to the Consultant of the Consultant by the Company.

6. **Absence of Impediment.** The Consultant warrants, confirms and undertakes that it is entitled to enter into this Agreement and to assume all the obligations pursuant hereto, that there is no contractual or other impediment to its entering into this Agreement and that in entering into this Agreement it is not in breach of any other agreement or obligation to which it is or was a party.

7. **Independent Contractor**

7.1 Nothing in this Agreement shall create or shall be deemed to create any contract or relationship of employment, partnership, joint venture or any relationship other than that of independent contractor between the Company and the Consultant.

7.2 Without limiting the foregoing: (a) the Consultant shall not be eligible to participate in any benefit or compensation plans offered by the Company to its employees, including, without limitation, any payments under any employment standards legislation; and (b) except for the General Sales Tax of 5% as noted herein, the Company shall have no liability or responsibility for any statutory withholdings, registrations, deductions, or remittances related to the Consultant, including without limitation, any income, payroll, or other federal, state, or provincial taxes, employment insurance remittances, Canada Pension Plan contributions, or employer health tax, or worker's compensation insurance premiums for the Consultant. The Consultant is responsible for these withholding, remitting and registration obligations, and shall indemnify the Company from and against any order, penalty, interest, taxes or contributions that may be assessed against the Company as a result of the failure or delay of the Consultant to make any such withholdings, remittances or registration, or to file any information required by any law.

7.3 If for any reason Canada Revenue Agency or any other competent authority will deem the Consultant to be an employee of the Company, (i) the Consultant accepts responsibility for employee's required portion of income tax withholdings and payroll withholdings such as CPP and EI, and (ii) the Company accepts responsibility for the Company's share of payroll withholdings such as CPP and EI that would normally be required to be withheld and remitted to proper tax authorities as well as any imposed interest and penalties.

7.4 Neither Party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement or otherwise as is customary and in accordance with the nature of the Services to be provided.

8. **Limitation of Liability.** The Company's and the Consultant's liability under this Agreement, whether under contract law, tort law (including negligence) or otherwise, shall be limited to direct damages and not exceed the Consulting Fees paid to the Consultant. In no event shall either party be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss). The foregoing limitations shall apply to the fullest extent permitted by law.

9. **Indemnification.** The Consultant shall jointly and severally defend, indemnify, and hold harmless the Company and its affiliates, and their officers, directors, agents, and employees, from and against all demands, complaints, actions, suits, claims, penalties, liabilities, damages, costs, and expenses (including reasonable attorneys' and professionals' fees) of any kind whatsoever arising out of (a) any negligent acts or omissions of the Consultant (b) any breach by the Consultant of its covenants, representations, or warranties hereunder; (c) bodily injury, death of any person, or damage to property, resulting from the Consultant's acts or omissions; or (d) any act of the Consultant beyond the scope of the Consultant's authority hereunder.

The Company shall indemnify the Consultant, to the maximum extent permitted by law, against all costs, charges and expenses, including, without limitation, all amounts paid to settle any action or satisfy any judgment, reasonably incurred by the Consultant in respect of any civil, criminal, administrative, investigative or other proceeding (collectively, a “**Proceeding**”) in which the Consultant is involved because of the Consultant’s association with the Company if: (a) The Consultant acted honestly and in good faith with a view to the best interests of the Company; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Consultant had reasonable grounds for believing that the Consultant’s conduct was lawful. Furthermore, the Company shall indemnify the Consultant for any liability and costs that may arise out of the Company’s activities prior to the Effective Date.

10. **Independent Legal Advice.** The Consultant acknowledges that the Company recommended that the Consultant obtain independent legal advice before executing this Agreement and that the Consultant has had the opportunity to do so.

11. **Miscellaneous.**

11.1. The Company's failure or delay in enforcing any of the provisions of this Agreement shall not in any way be construed as a waiver of any such provisions, or prevent the Company thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.

11.2. Neither party may assign their rights under this Agreement without the prior written consent of the other party (which may not be arbitrarily withheld). The terms and conditions of this Agreement shall ensure to the benefit of each party’s permitted assigns.

11.3. The parties acknowledge and agree that the, due to the highly competitive nature of the business in which the Company is engaged, all restrictions in this Agreement are reasonable and appropriate for the protection of the legitimate business interests of the Company and the Consultant hereby waives all defences to the strict enforcement of these restrictions by the Company.

11.4. This Agreement shall be interpreted and construed in accordance with the laws of Ontario, Canada.

11.5. Captions and paragraph headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation thereof.

11.6. This Agreement (and its Annexes) shall not be amended, modified or varied by any oral agreement or representation other than by a written instrument executed by both parties.

11.7. The provisions of this Agreement shall, where possible, be interpreted in a manner necessary to sustain their legality and enforceability. Without derogating from the foregoing, in the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect due to the fact that it is over-broad or insufficiently limited in time, geography or else, the parties hereby authorize, to the maximum extent legally permissible, the tribunal interpreting such provision(s) to replace the invalid, illegal or unenforceable provision(s) with valid provision(s) the effect of which come as close as possible to that of the invalid, illegal or unenforceable provision(s). The validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected or impaired as a result of any provision contained in this Agreement being held invalid, illegal or unenforceable in any respect.

11.8. This Agreement may be executed and delivered electronically and in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year set forth above.

COINANALYST CORP.

[●]

Per: _____

Authorized Signing Officer

Per: _____

Authorized Signing Officer

Address: 4005 Grant St. Burnaby, British Columbia, V5C 3N6

Address: [●]

Email

████████████████████

Email: [●]

ANNEX "A"

SERVICES

This Annex "A" is attached to the consulting agreement between CoinAnalyst Corp. and [●] (the "Agreement"). Capitalized terms used in this Annex "A", but not defined herein, may be defined in the Agreement.

1. **General.**

Subject to the terms and conditions of the Agreement, the Consultant, through its key employee [●], shall perform the services for the Company as set out in Section 3 of this Annex "A" (the "Services") subject to the Company's prior written approval.

2. **Performance Standards.**

The Consultant shall:

- (a) ensure that the Services meet the reasonable quality standards of the Company as communicated by the Company to the Consultant;
- (b) devote the Consultant's best efforts to serving the Company in rendering the Services;
- (c) perform all Services in a professional and workmanlike manner in accordance with the highest industry standards for similar services, and in compliance with all applicable federal, provincial, territorial, and municipal laws and regulations;
- (d) act in the best interest of the Company when performing the Services;
- (e) not infringe the intellectual property rights of any third party;
- (f) perform the Services and such other acts incidental thereto as are reasonable, necessary, and proper in the discharge of its duties under the Agreement;
- (g) determine the manner and means by which it performs the Services, including but not limited to the time and place for performance of the Services;
- (h) make itself available for consultation with the Company at such times and places as are mutually agreeable to the parties; and
- (i) perform other services that the Parties agree to from time to time.

SCHEDULE “D”

Certification of Shareholder’s Information

[See attached]

COINANALYST CORP.
("CORPORATION")

CERTIFICATION

OF

SHAREHOLDER'S INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

Shareholder Information and Signature

<i>(Name of Shareholder)</i>
By:

<i>Authorized Signature</i>

<i>(Official Capacity or Title – if the Shareholder is not an individual)</i>

<i>(Name of individual whose signature appears above if different than the name of the Shareholder printed above)</i>

<i>(Shareholder's Full Residential Address, including Postal/Zip Code)</i>

<i>(Shareholder's Telephone Number)</i>
<i>(Email Address)</i>

Securities Information
Number of Securities Acquired: _____
Purchase Price per Security: _____

Relationship to the Corporation:

State whether the Shareholder is a Related Person¹ (as defined herein) of the Corporation:
Yes <input type="checkbox"/> No <input type="checkbox"/>
Number and kind of securities of the Corporation held, directly or indirectly, if any:

¹ "Related Person" means

- (i) a Related Entity (defined as (a) person that is an affiliated entity of the Corporation of which the Corporation is a control block holder, (b) a management company or distribution company of a mutual fund that is a listed issuer, or (c) a management company or other company that operates a trust or partnership that is a listed issuer), of the Corporation;
- (ii) a partner, director or officer of the Corporation or Related Entity;
- (iii) a promoter of or person who performs investor relations activities for the Corporation or Related Entity;
- (iv) any person that beneficially owns, either directly or indirectly, or exercises voting control or direction over at least 10% of the total voting rights attached to all voting securities of the Corporation or Related Entity; and (v) such other person as may be designated from time to time by the Canadian Securities Exchange.

SCHEDULE "E"

List of Parties to Restrictive Covenant Agreements

[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE "F"

Form of Restrictive Covenant Agreement

[See attached]

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement, dated as of [●], 2022 (this "**Agreement**"), is entered into between [●], a businessperson ("**Vendor**"), and CoinAnalyst Corp., a corporation existing under the laws of British Columbia ("**Purchaser**").

Recitals

WHEREAS, Purchaser and Vendor have entered into that certain Share Exchange Agreement, dated as of [●], 2022 (the "**Purchase Agreement**") under which Vendor has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Vendor, all the shares in the capital (the "**Purchased Shares**") of RockStock Equities Inc. (the "**Corporation**"), held in the name of the Vendor, directly or indirectly, all as more fully described therein;

WHEREAS, the obligations of Purchaser under the Purchase Agreement are subject to the condition that Vendor execute and deliver this Agreement;

WHEREAS, Vendor has been actively involved in the research, development, commercialization and operations of the Assets (as defined in the Purchase Agreement) and Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, Vendor acknowledges that this Agreement is an integral part of the transaction contemplated by the Purchase Agreement under which Vendor shall receive significant benefits and that Purchaser is relying on the covenants and acknowledgements given herein by Vendor in connection with its purchase of the Purchased Shares; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Vendor hereby agrees with Purchaser as follows:

ARTICLE I **Definitions and Interpretation**

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this Article:

"**Agreement**" has the meaning set forth in the preamble, as it may be amended or supplemented from time to time.

"**Business**" means the business in which the Corporation engages the market as a partner, first through app driven, new music charting, graduating to RockStock's multi genre, "American Idol" online, that showcases the artists of tomorrow. Fan voting determines the front runners with equity crowdfunding and digital assets' financing their launch. These new artists then draw on all of the various RockStock services, guided by RockStock's Music Industry Executives, to continue to advance their careers.

"**Closing Date**" means the date of this Agreement.

"**Corporation**" has the meaning set forth in the recitals.

"**Person**" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, regulatory body or agency, government or governmental agency or authority, unincorporated organization, trust, association or other entity.

"**Purchase Agreement**" has the meaning set forth in the recitals.

"**Purchased Shares**" has the meaning set forth in the recitals.

"**Purchaser**" has the meaning set forth in the preamble.

"**Restrictive Covenants**" has the meaning set forth in Section 5.01.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Territory**" means areas in which the Corporation conducted Business as of the Closing Date.

"**Vendor**" has the meaning set forth in the preamble.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles and Sections mean the Articles and Sections of, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

ARTICLE II Non-Competition

Section 2.01 Non-Competition. Subject to Section 2.02, Vendor shall not, for a period of two years from the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, as a principal, agent, director, officer, employee, consultant or shareholder:

- (a) carry on or be engaged in any business undertaking or activity;
- (b) have any financial or other interest (including an interest by way of any compensation arrangement) in or in respect of the business of any Person that carries on or is engaged in a business; or
- (c) advise, assist, invest in, lend money to, guarantee the debts or obligations of, or permit the use of either Vendor's name or trade name or any part thereof by, any Person that carries on a business;

in the Territory that is the same as, or substantially similar to, or that competes with or would compete with the Business as presently carried on as of the Closing Date.

Section 2.02 Exception. Nothing herein shall prevent Vendor or any Affiliate of Vendor from acquiring not more than 10% of any class or series of shares or other securities of a Person that are listed and posted for trading on any stock exchange in or outside Canada or that are traded in any over-the-counter market in Canada.

ARTICLE III Non-Solicitation

Section 3.01 Employees. Vendor shall not, for a period of three years from the Closing Date, directly or indirectly solicit for employment, hire or otherwise contract for the services of, or aid in the solicitation, hiring or contracting for, the services of any employee of the Corporation, the Purchaser or their Affiliates.

Section 3.02 Customers. Subject to Section 2.02, Vendor shall not, for a period of three years from the Closing Date, directly or indirectly, solicit or contract with any Person who was a customer or client of the Business at any time during the one-year period preceding the date hereof for the purpose of selling to those customers or clients any products or services in the Territory that are the same as, substantially similar to, or in any way competitive with the products or services of the Business as presently carried on as of the Closing Date.

Section 3.03 Suppliers. Subject to Section 2.02, Vendor shall not, for a period of three years from the date hereof, directly or indirectly, solicit or contract with any Person who was a supplier to the Business at any time during the one-year period preceding the date hereof for the purpose of purchasing from those suppliers any products or services that are the same as, substantially similar to, or in any way competitive with the products or services of the Business as presently carried on as of the Closing Date; *provided that* nothing in this Section 3.03 shall prohibit Vendor from continuing to engage professionals (such as lawyers, professional accountants or investment or financial advisors), bankers, utilities and telecommunications service providers that were suppliers to the Business before the Closing Date.

ARTICLE IV Non-Disparagement

Section 4.01 Non-Disparagement. Without limiting the rights of Vendor under the Purchase Agreement, Vendor shall not, for a period of seven years from the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, defame or actively disparage the commercial, business or financial reputation of the Corporation, Purchaser or their Affiliates, any of their products or services, or any of their respective shareholders, employees, officers or directors.

ARTICLE V Restrictive Covenant

Section 5.01 Restrictive Covenant. The parties intend that the conditions set forth in section 56.4(7) of the Tax Act have been satisfied such that section 56.4(5) of the Tax Act applies to any "restrictive covenants" (as defined in section 56.4(1) of the Tax Act) granted by Vendor under this Agreement with respect to the Business (collectively, the "**Restrictive Covenants**"). Accordingly, the parties acknowledge and agree that:

- (a) no proceeds shall be received or receivable by Vendor for granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Tax Act; and
- (b) the Restrictive Covenants are integral to the Purchase Agreement and have been granted to maintain or preserve the FMV of the Purchased Shares and Business.

ARTICLE VI

Miscellaneous

Section 6.01 Equitable Remedies. Vendor acknowledges that a breach or threatened breach by Vendor of any provision of this Agreement will result in Purchaser suffering irreparable harm that cannot be calculated fully or adequately by recovery of damages alone. Accordingly, Vendor agrees that, in addition to any other relief to which Purchaser may become entitled, Purchaser shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies.

Section 6.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 Reasonableness; Severability. Vendor acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to Purchaser's entering into this Agreement and consummating the transactions contemplated by this Agreement. The covenants contained in this Agreement and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.04 Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may not be assigned, in whole or in part, by Vendor without the prior written consent of Purchaser. Purchaser may assign its rights under this Agreement to a non-Affiliate acquirer of all or substantially all of the assets relating to the Business (whether by asset sale or an acquisition of control of Corporation or Purchaser by way of sale of shares or partnership interests or under a plan of arrangement or similar acquisition transaction), *provided that* such acquirer agrees, before such assignment, to assume and become liable for the performance of Purchaser's obligations under this Agreement.

Section 6.05 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Purchaser. No waiver by Purchaser of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Purchaser. No waiver by Purchaser shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 6.06 Governing Law; Forum

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- (b) Any action or proceeding arising out of or based upon this Agreement may be brought in the courts of the Province of Ontario, and Vendor irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding. Vendor irrevocably and unconditionally waives any objection to the venue of any action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in such courts that such action or proceeding has been brought in an inconvenient forum.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

[IF VENDOR IS AN ENTITY]

[NAME OF VENDOR]

Name:

Address:

[IF VENDOR IS AN INDIVIDUAL]

[NAME OF VENDOR]

[NAME OF WITNESS]

[NAME OF VENDOR]

COINANALYST CORP.

By: _____

Name: Pascal Lauria

Title: Chief Executive Officer


SCHEDULE "G"

List of Intellectual Property and Assets

[See attached]

LIST OF INTELLECTUAL PROPERTY AND ASSETS

The intellectual property included in the sale includes all of the following related to the RockStock business model as described in the business plan and website domain, included but not limited to:

- (a) inventions, innovations, and discoveries (whether patentable or unpatentable and whether or not reduced to practice), and all improvements thereto;
- (b) know-how, ideas, formulas, processes, programs, methods, computer software (including object code and source code and related documentation), and research and development;
- (c) Internet domain names and registrations and applications for registration or renewals thereof, and email addresses, telephone numbers, social media identifications and tags;
- (d) all rights in databases and data collections;
- (e) all moral and economic rights of authors and inventors, however denominated; and
- (f) trade secrets, including confidential business information including the prepared business plan, confidential business and marketing plans, 5 Year Pro-Formas, and confidential know-how, techniques and protocols).
- (g) All communication materials including website, ppts, brochure sheets, and related framing of the RockStock business matrix.
- (h) 

To date, the Assignor has not formally applied for any patents, trademarks or copyrights.

SCHEDULE "H"

U.S. Representation Letter

[See attached]

**REPRESENTATION LETTER
(FOR U.S. ACCREDITED INVESTORS)**

TO: COINANALYST CORP. (THE “ISSUER”)

Reference is made to the share purchase agreement dated March _____, 2022 (the “**Share Exchange Agreement**”) entered into by and among the Issuer, RockStock Equities Inc. (“**RockStock**”) and the shareholders of RockStock. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Share Exchange Agreement.

In connection with the issuance by the Issuer of the Consideration Shares and Earnout Shares to the undersigned (the “**Recipient**” for the purposes of this Representation Letter), the Recipient hereby represents, warrants, covenants and certifies to the Issuer that:

1. The Recipient is receiving the Consideration Shares and Earnout Shares as principal for its own account;
2. The Recipient hereby acknowledges and agrees that the Consideration Shares and the Earnout Shares have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”). As such, the Consideration Shares and Earnout Shares will be issued (i) outside the “United States” (as such term is defined in Regulation S under the U.S. Securities Act (“Regulation S”) in “offshore transactions” (as defined in Regulation S) in reliance on Regulation S, or (ii) to persons who are, or acquiring such securities for the account or benefit of, U.S. Persons (as defined in Regulation S) or persons in the United States (each, a “U.S. Securityholder”) in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act (“Regulation D”) and applicable state securities law.
3. The Recipient is a U.S. Securityholder and has completed completed, executed and delivered this Representation Letter in order to make the necessary representations and warranties to confirm the availability of an exemption from registration under the U.S. Securities Act. In connection with the issuance of Consideration Shares and Earnout Shares pursuant to the Acquisition, the undersigned U.S. Securityholder represents, warrants and covenants and certifies to the Issuer, and their respective counsel, that:
 - (a) It either alone has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this prospective investment.
 - (b) It is able to bear the economic risk of loss of its entire investment.
 - (c) It understands that none of the Consideration Shares and Earnout Shares have been or will be registered under the U.S Securities Act, or the securities law of any state of the United States, and that the issuance of the Consideration Shares and Earnout Shares is being made only to “accredited investors”, as defined in Rule 501(a) of Regulation D (“*U.S. Accredited Investors*”), in reliance on the exemption from such registration requirements provided by Rule 506(b) of Regulation D.
 - (d) It is a U.S. Accredited Investor acquiring the Consideration Shares and Earnout Shares for its own account or for the account of one or more U.S. Accredited Investors with respect to which it is acting as fiduciary or agent and each such investor account is a U.S. Accredited Investor, for investment purposes, and not with a view to any resale, distribution or other disposition of such securities in violation of United States, federal or state securities law, and it has inserted “X” next to each of the following such category applicable to each person for whom it is acting:

_____ 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; a savings andloan 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; a broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*, as amended; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States *Investment Company Act of 1940*; a business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; a smallbusiness 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*; any Rural Business Investment Company as defined in section 384A of the United States *Consolidated Farm and Rural Development Act*; 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 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 if the employee benefit plan has 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 U.S. Accredited Investors; or

_____ Category 2. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or

_____ Category 3. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust or a partnership, not formed for the specific purpose of acquiring the securities being offered, with total assets in excess of U.S.\$5,000,000; or

_____ Category 4. A director or executive officer of the Purchaser; or

_____ Category 5. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase exceeds U.S.\$1,000,000; provided, however, that (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 of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities 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 at the time of the sale of securities shall be included as a liability; or

_____ Category 6. 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 or spousal equivalent 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 7. A trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the securities being 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 8. An entity in which all of the equity owners are U.S. Accredited Investors; or

_____ Category 9. An entity of a type not listed in Category 1, 2, 3, 7 or 8 above or in Category 11 below, owning investments in excess of U.S.\$5,000,000 that is not formed for the specific purpose of acquiring the securities being offered; or

_____ Category 10. A natural person that holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65); or

_____ Category 11. An investment adviser registered pursuant to section 203 of the *Investment Advisers Act of 1940* or registered pursuant to the laws of a state, or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the *Investment Advisers Act of 1940*; or

_____ Category 12. A "family office," as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940* (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess

of U.S.\$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

_____Category 13. A “family client,” as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940* (17 CFR 275.202(a)(11)(G)- 1)), of a family office meeting the requirements in Category 12 above and whose prospective investment in the issuer is directed by such family office pursuant to (iii) of Category 12 above.

- (e) It is not acquiring the Consideration Shares and Earnout Shares as a result of any form of “general solicitation or general advertising” (as such terms are used in Regulation D), including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising
- (f) It agrees that if it decides to offer, sell, pledge or otherwise transfer any of the Consideration Shares , it will not offer, sell, pledge or otherwise transfer any of such securities, directly or indirectly, unless the transfer is made:
 - (i) to the Purchaser;
 - (ii) outside the United States in transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
 - (iii) pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities law; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities law; and it has prior to such transfer pursuant to subsection (ii) or (iii) furnished to Issuer an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Issuer to such effect.
- (g) The certificates of DRS statements representing the Consideration Shares and Earnout Shares and any certificates or DRS statements issued in exchange or substitution for such securities, will bear a legend in substantially the following form:

“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. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAYBE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, (C) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (D) (I) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE OR (II) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF

AVAILABLE, (E) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES, OR (F) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO ANY TRANSFER PURSUANT TO CLAUSES (D)(I), (E) OR (F) ABOVE, THE SELLER HAS FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

If the Consideration Shares or Earnout Shares are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations, the legend may be removed by providing a declaration to Purchaser and its transfer agent and, if requested Purchaser's transfer agent, an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to Purchaser, to the effect that the transfer is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act.

If any of the Consideration Shares or Earnout Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, the legend may be removed by delivery to Issuer and its transfer agent of an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to Purchaser, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (h) It consents to Issuer making a notation on its records or giving instructions to its transfer agent in order to implement the restrictions on transfer set forth and described in this Representation Letter.
- (i) It understands and agrees that there may be material tax consequences to it of the acquisition, holding, exercise or disposition of the Consideration Shares and Earnout Shares, and that it is its soleresponsibility to determine and assess such tax consequences as may apply to its particular circumstances. Issuer does not give any opinion or make any representation with respect to the tax consequences to it under United States, state, local or foreign tax law of the undersigned's acquisition, holding, conversion or disposition of such Consideration Shares and Earnout Shares.
- (j) It understands that the financial statements of Issuer have been and/or will be prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.
- (k) It is in the United States or is a U.S. Person.
- (l) It understands that the Consideration Shares and Earnout Shares are "restricted securities", as defined in Rule 144(a)(3) under the U.S. Securities Act, and that it may dispose of such securities only pursuant to an effective registration statement under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act. It understands and acknowledges that Issuer is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Consideration Shares or Earnout Shares in the United States. Accordingly,

it understands that absent registration under the U.S. Securities Act or an exemption therefrom, it may be required to hold the Consideration Shares and Earnout Shares indefinitely.

- (m) It understands and acknowledges that (i) if Issuer is ever deemed to be, or 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 Consideration Shares and Earnout Shares and (ii) Issuer is not obligated to take, and has no present intention of taking, any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for resales of the Consideration Shares and Earnout Shares.
 - (n) It understands that Issuer is incorporated under the federal laws of Canada and, as a result, it may be difficult for it to effect service of process within the United States upon Purchaser or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of Issuer under the U.S. federal securities laws.
 - (o) It understands that no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the United States Securities and Exchange Commission or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the Consideration Shares and Earnout Shares.
 - (p) If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist Issuer in filing reports, questionnaires, undertakings and other documents with respect to the issuance of the Consideration Shares and Earnout Shares.
4. The Recipient acknowledges that the Recipient's personal information, as disclosed to the Issuer and Issuer's legal counsel (including but not limited to the Recipient's name, address, telephone number, and email address, the number of Consideration Shares and Earnout Shares issued to the Recipient, the closing date, and the prospectus exemption being relied on to issue the Consideration Shares and Earnout Shares to the Recipient) (the "**Recipient's Personal Information**") may be disclosed by the Issuer or Issuer's legal counsel to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency or other taxing authorities, and (c) any of the other parties involved in the transaction under the Share Exchange Agreement (the "**Transaction**"), including legal counsel to the Issuer, and may be included in record books in connection with Transaction. By executing this Agreement and any ancillary agreements, the Recipient is deemed to be consenting to the foregoing collection, use and disclosure of the Recipient's personal information. The Recipient also consents to the filing of copies or originals of any of the Recipient's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Recipient's Personal Information will be disclosed to the Canadian securities regulatory authorities, and such information is being indirectly collected by the Canadian securities regulatory authorities under the authority granted to it under Canadian securities legislation. This information is being collected for the purposes of the administration and enforcement of Canadian securities legislation. The Recipient hereby authorizes the indirect collection of such information by the Canadian securities regulatory authorities. In the event the Recipient has any questions with respect to the indirect collection of such information, the Recipient should contact the applicable securities regulatory authority.
5. The statements made in this Representation Letter are true and accurate to the best of my / our information and belief and I / we will promptly notify the Purchaser hereof of any changes in any representation, warranty, agreement or other information relating to the undersigned set forth herein which takes place prior to the issuance of the Consideration Shares and Earnout Shares to the undersigned.

Dated: _____, 2022

Print name of Recipient

By: _____
Signature

Print name of Signatory (if different from Recipient)

Title