SHARE PURCHASE AGREEMENT

between

SHAREHOLDERS OF HEAD INSTRUMENTS OY

and

EVOKAI CREATIVE LABS INC.

dated as of

April 21, 2023

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**"), dated as of April 21, 2023, is entered into between

1) Veikko Lesonen, an individual with residence in [redacted], Finland;

2) Jani Katisto, an individual with residence [redacted], Finland;

3) Georg Meissner, an individual with residence in [redacted] Finland;

4) Butterfly Venture Fund III Ky, a Finnish limited partnership with domicile in [redacted] Helsinki;

5) Mika Rautio an individual with residence in [redacted], Finland;

6) Riikka Rautio an individual with residence in [redacted], Finland;

7) Sauli Törmälä an individual with residence in [redacted], Finland;

8) Hans Lauterbach an individual with residence in [redacted], Austria (parties 1 – 8 all together the "**Vendors**"); and

9) EvokAI Creative Labs Inc., a corporation incorporated under the laws of the province of British Columbia (the "**Purchaser**").

RECITALS:

WHEREAS the Vendors are the holders of 1 235 580 of shares and 106 250 of options

in the capital of Head Instruments Oy, a business company incorporated under the laws of Finland with company number 2750961-6 (the "**Corporation**");

AND WHEREAS, the Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, the Purchased Shares, subject to the terms and conditions set forth herein;

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

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.01 Definitions.

The following terms have the meanings specified or referred to in this Article I:

"**Accounting Principles**" means the generally accepted accounting principles and applied policies in Finland, as adopted and consistently applied in the Financial Statements.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term "controlled" has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

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

"**Articles**" means the original or restated articles of association or any other instrument by which a corporation, company or corporate body is incorporated or formed.

"**Assets**" means all of the assets, real and personal, tangible and intangible of the Corporation.

"**Benefit Plans**" means all mandatory or voluntary employee benefit plans, agreements, programs, policies, practices, material undertakings and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to any employees, directors or officers or former employees, directors or officers of the Corporation and mandatory employment insurance policies in Finland.

"**Books and Records**" means: (a) all of the Corporation's books of account, accounting records and other financial data and information, including copies of filed Tax Returns and Assessments for each of the financial years of the Corporation commencing after the Tax year ended seven years before the date of this Agreement; (b) the corporate records of the Corporation; (c) all sales and purchase records, lists of suppliers and customers, credit and pricing information, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Corporation or the Business; and (d) all other books, documents, files, records, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Corporation, the Vendor or an Affiliate thereof, including all data and information stored electronically or on computer related media.

"**Business**" means development of medical devices for treatment of movement disorders focusing on Parkinson's disease.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks located in Vancouver (Canada), or Helsinki (Finland) are authorized or required by Law to be closed for business.

"**Calculation Time**" means 11:59 p.m. Vancouver time on the day immediately preceding the Closing Date."

"**CE Mark Certification**" means the certification done by the European Union, signifying that the product has been assessed to meet the European Economic Area safety, health and environmental standards.

"**Closing**" means the completion of the purchase and sale of the Purchased Shares as contemplated by this Agreement.

"**Closing Consideration Shares**" has the meaning set forth in Section 2.02(a).

“**Closing Date**” means, unless the Vendors and the Purchaser otherwise agree in writing, the later of three business days following Exchange approval and May 15, 2023.

“**Closing Time**” means 11:00 a.m. (Helsinki time) on the Closing Date or such other time on the Closing Date as the parties agree in writing that the Closing shall take place.

“**Collective Agreement**” means any collective bargaining agreement applied by the Corporation in Finland, which would cover any of the Employees.

“**Contracts**” means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Corporation**” has the meaning set forth in the Recitals of this Agreement.

“**Corporate IP**” means all Intellectual Property that is owned or held for use by the Corporation.

“**Corporate IP Agreements**” means all licences, sublicences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Corporation is a party, beneficiary or otherwise bound.

“**Corporate IP Registrations**” means all Corporate IP that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trade-marks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“**Debt**” means the amount payable to the creditors in the amount of EUR 342,435 and as further specified in Exhibit C.

“**Direct Claim**” has the meaning set forth in Section 7.04(c).

“**Disclosure Material”** means the disclosure material provided by the company in virtual data room of which an index is attached to this Agreement as Exhibit D and electronically delivered by the Vendor to the Purchaser concurrently with the execution and delivery of this Agreement.

"Earn Out Period” means, with respect to the determination of the Net Profits of the Corporation pursuant to Section 2.02(b)(ii) and (iii), the period from execution of this Agreement for a period of 15 months thereafter in respect of (ii) and 22 months thereafter in respect of (iii).

“**Employees**” means those individuals employed by the Corporation on the date of this Agreement.

“**Encumbrances**” means any encumbrance or restriction such as pledge, charge, mortgage, pre-emption right, other security interest, or any option, redemption or similar third-party rights whatsoever and howsoever arising (whether registered or unregistered), affecting the Corporation, the Purchased Shares or the Assets.

“Exchange” means the TSX Venture Exchange.

“**Financial Statements**” means collectively the audited financial statements of the Corporation consisting of a balance sheet (the “**Balance Sheet**”), statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto.

“**Governmental Authority**” means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) any stock or securities exchange; and (f) any public utility authority.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

"IFRS" means International Financial Reporting Standards as adopted by the International Accounting Standards Board, from time to time.

"**Indemnified Party**" has the meaning set forth in Section 7.04.

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"**Independent Contractor**" means: (a) any individual who is not, or was not (with respect to former Independent Contractors), an employee, officer or director of the Corporation, or any such individual's personal services company, and which individual or personal services company receives or received remuneration from the Corporation under a Contract for services; and (b) any individual who is an employee, officer or director of the Corporation, but who in the past was an individual who was not an employee, officer or director of the Corporation or any such individual's personal services company, and which individual or personal services company received remuneration from the Corporation under a Contract for services.

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trade-marks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) all business names, corporate names, telephone numbers and other communication addresses owned or used by the Corporation; (c) internet domain names, whether or not trade-marks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter®, Facebook® and other social media companies and the content found thereon and related thereto, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer and moral rights, and all registrations, applications for registration and renewals of such copyrights; (e) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by the Corporation; (f) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (g) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor's certificates and patent utility models); and (h) Software.

"**Interim Period**" means the period of time from and including the date of this Agreement to the Closing Time.

"**Inventory**" means all inventories and other supplies and consumables (but excluding advertising and publicity materials of the Corporation) wherever located, and whether on consignment or not as at the Calculation Time, determined on a gross basis in accordance with IFRS consistently applied but excluding any obsolete or worn-out inventory or inventory that is no longer used or is not in its original packaging.

"**Law**" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Liabilities**" has the meaning set forth in Section 3.05.

"**Long-Stop Date**" has the meaning set forth in Section 2.04.

"**Losses**" means losses, damages, costs or expenses of whatever kind, including reasonable legal fees, actually incurred by the Purchaser or a Vendor ; provided that "Losses" shall not include indirect, consequential, punitive or exemplary damages, except in the case of fraud or willful misconduct.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Corporation; or (b) the ability of the Vendor to consummate the transactions contemplated hereby on a timely basis.

"Milestone Consideration Shares" has the meaning set forth in Section 2.02(b).

"**Net Profit**" means, for the purposes of section 2.02(b)(ii) and (iii), the net profits of the Corporation during the Earn-Out Period, calculated in accordance with IFRS.

"**Ordinary Course**" when used in relation to the conduct of the Business, means any transaction that constitutes an ordinary day-to-day business activity of the Corporation conducted in a manner consistent with the Corporation's past practice.

"**Payment Shares**" has the meaning set forth in Section 2.02(a).

"**Pension Plan**" means all plans or arrangements that are considered to be pension plans (for the purposes of any applicable pension benefits or tax statute or regulation under applicable Law) established, maintained or contributed to by the Corporation or any of its Affiliates or subsidiaries for any of its employees or former employees.

"**Permits**" means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" means: (a) statutory Encumbrances for current Taxes, special assessments or other governmental charges not yet due and payable or delinquent or, if overdue, are being contested diligently and in good faith by appropriate proceedings and for which adequate reserves are being maintained and for which appropriate accruals have been established in the Financial Statements in accordance with Accounting Principles; (b) statutory liens and deposits or pledges made in connection with, or to secure payment of, worker's compensation, employment insurance, Pension Plan programs mandated under Law and for which appropriate accruals have been established in accordance with Accounting Principles; (c) restrictions on the transfer of securities arising under Law or under the Articles; and (d) any Encumbrance in favour of Purchaser over the Purchased Shares.

“**Person**” means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Personal Information**” means any factual or subjective information, recorded or not, about an employee, Independent Contractor, contractor, agent, consultant, officer, director, executive, client, customer or supplier of the Corporation who is a natural person or a natural person who is a shareholder of the Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title or business address or telephone number of an employee of the Corporation.

“**Purchased Shares**” means the shares in the Corporation owned by the Vendors and the outstanding options in the Corporation of the Vendor Hans Lauterbach.

“**Purchase Price**” has the meaning set forth in Section 2.02.

“**Purchaser**” has the meaning set forth in the preamble.

“**Purchaser Indemnitees**” has the meaning set forth in Section 7.02.

“**Purchaser Shares**” means common shares in the capital of the Purchaser.

“**Real Property**” means rights, title, estate and interest, present or future, of the Corporation in and to any lands and premises, including all buildings, erections, structures, fixtures and improvements of any nature or kind now and hereafter situated thereon and all other appurtenances thereto.

“**Related Party**” has the meaning set forth in Section 3.15(b).

“**Related Party Debt**” means all Liabilities owed by the Corporation to the Vendor or any other Related Party.

“**Related Person**” has the meaning set forth in Section 3.15(a).

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person.

“**Software**” means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format.

“**Tax**” or “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan and Québec Pension plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental

Authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.

“**Tax Period**” means any period prescribed by any Governmental Authority for which a Tax Return is required to be filed or Tax is required to be paid.

“**Tax Return**” means all reports, returns, information returns, claims for refunds, elections, designations, estimates, reports and other documents, including any schedule or attachments thereto, filed or required to be filed or supplied to any Governmental Authority in respect of Taxes and including any amendment thereof or attachment thereto.

“**Third Party Claim**” has the meaning set forth in Section 7.04(a).

“Transaction Documents” means this Agreement.

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

“**Vendor Indemnitees**” has the meaning set forth in Section 7.03.

"**Vendor's Knowledge**" means the actual knowledge of the Vendors Georg Meissner and Hans Lauterbach as at the date hereof or the Closing Date.

“**Vendor Representative”** means Butterfly Venture Fund III Ky, being one of the Vendors.

1.02 Currency

Unless otherwise specified, all amounts expressed in this agreement refer to Euro currency.

1.03 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, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, 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. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

1.04 Headings

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

ARTICLE II
PURCHASE AND SALE

2.01 Purchase and Sale

Subject to the terms and conditions set forth herein, at the Closing, Vendors shall sell to Purchaser and Purchaser shall purchase from Vendors, the Purchased Shares, free and clear of all Encumbrances, other than Permitted Encumbrances, for the consideration specified in Section 2.02.

For the avoidance of the doubt, the Purchaser acknowledges that outstanding options ("**Remaining Options**") of the Vendor Georg Meissner ("**G.M.**") are not included in the Purchased Shares and G.M. shall be entitled to keep the Remaining Options. The Purchaser and G.M. shall separately agree on transferring the Remaining Options to the Purchaser against Purchaser's options.

2.02 Purchase Price

The aggregate purchase price for the Purchased Shares equals the value of (i) the Closing Consideration Shares and (ii) the Milestone Consideration Shares, in each case, as determined on the date on which each of items (i) – (ii) are issued (the "**Purchase Price**"). The Purchase Price shall be allocated among Vendors as set out in Schedule B satisfied as follows:

(a) On Closing, the Purchaser shall issue to the Vendors as specified in Exhibit B, Purchaser Shares equivalent to EUR 3,500,000 (Three million five hundred thousand Euros) less the Debt at a price determined by the average closing price of the Purchaser Shares from April 14, 2023 to May 12, 2023 (the "**Transaction Price**") on the Exchange (the "**Closing Consideration Shares**" and, collectively, any shares in the capital of the Purchaser used to satisfy the Purchase Price shall be referred to as "**Payment Shares**"), subject to a maximum of 9,141,150 (nine million one hundred and forty one thousand and hundred and fifty) and at least 2,261,625 (two million two hundred sixty one thousand six hundred twenty five) Payment Shares.

(b) Subject to the Corporation reaching: (i) CE Mark Certification for the whole system including the disposable sensor, within 5 months from the execution of this Agreement, the Purchaser, shall issue to the Vendors, Purchaser Shares equivalent to EUR 250,000 (Two hundred fifty thousand Euros) at the Transaction Price, (ii) EUR 500,000 (Five hundred thousand Euros) in net profits within 15 months from the execution of this Agreement, the Purchaser shall issue to the Vendors, Purchaser Shares equivalent to EUR 500,000 (Five hundred thousand Euros) at the Transaction Price, and (iii) EUR 1,500,000 (One million five hundred thousand Euros) in net profits within 22 months from the execution of this Agreement, the Purchaser shall issue to the Vendors, Purchaser Shares equivalent to EUR 750,000 (Seven hundred fifty thousand Euros), at the Transaction Price (the "**Milestone Consideration Shares**").

(c) On post-Closing basis the Purchaser undertakes to cause the Corporation or by itself to repay the subordinated capital loan in the amount of EUR 222,500 ("**Loan**") to Vendor Veikko Lesonen (i) in accordance with the terms and conditions the Loan agreement; and (ii) prior to distributing any profits to shareholders of the Corporation as dividends or as otherwise as allowed by the companies act or (iii) immediately in the event the Purchaser sells or otherwise transfers Purchased Shares to an Affiliate or to a third-party purchaser, provided however that the Corporation reaches profitability.

2.03 Transactions to be Effected at the Closing

(a) At the Closing, subject to Section 2.02, the Purchaser shall deliver to the Vendors:

(i) the Closing Consideration Shares;

(ii) all other agreements, documents, instruments or certificates required to be delivered by the Purchaser at or before the Closing under Section 6.03.

(b) At the Closing, the Vendors shall:

(i) deliver to the Purchaser the Purchased Shares, free and clear of all Encumbrances in the name of the Vendor for cancellation;

(ii) deliver to the Purchaser share transfer instruments executed by or on behalf of the Vendor in relation to the transfer of the Purchased Shares to the Purchaser;

(iii) deliver to the Purchaser all Books and Records of the Corporation, if not already possessed by the Purchaser;

(iv) deliver to the Purchaser all other agreements, documents, instruments or certificates, if any, required to be delivered by the Vendors at or before the Closing under Section 6.02; and

(v) procure that the Purchaser is entered into the register of members of the Corporation as the owner of the Purchased Shares.

2.04 Closing, Long-Stop Date and post-Closing actions

Subject to the terms and conditions of this Agreement, the Closing shall take place at the Closing Time, two Business Days after the last of the conditions to Closing set forth in Sections 6.01, 6.02, and 6.03 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date).

If the conditions to Closing set out in Sections 6.01, 6.02 and 6.03 have not been fulfilled or waived by the date falling 6 months after the signing of this Agreement (the "**Long-Stop Date**"), each party shall have the right to terminate this Agreement without any liability whatsoever to the other parties, unless the failure to achieve the Closing was caused by a breach of such party's obligations or otherwise was caused by such party. Such termination right may be exercised by giving written notice to the other parties at any time after the Long-Stop Date.

At the next annual general meeting of the Corporation, the Purchaser undertakes to procure that the managing director and those members of the board of directors of the Corporation who have resigned or been replaced in connection with the transaction contemplated in this Agreement are granted discharge from liability for their management and administration until the Closing (or the earlier date of their resignation or replacement), unless new findings as regards possible liabilities are discovered or unless the auditor of the Corporation in its report for the relevant period recommends against such discharge.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND VENDORS

Prior to the date hereof, the Purchaser has been given the opportunity to conduct due diligence reviews regarding the Corporation and the Business to the extent deemed appropriate by the Purchaser. Information contained in the Disclosure Material shall qualify the representations and warranties of the Vendors.

The Purchaser acknowledges and agrees that in entering into this Agreement, the Purchaser is relying on its own investigation, understanding and analysis of the Corporation and the Business.

Having regard to the above, and except as set forth in the Disclosure Material, the Vendors, each Vendor separately (and not jointly) as for their own behalf, represent and warrant to the Purchaser that the statements contained in this Article III are true and correct as of the date hereof. References to the Corporation within this Article III shall include the Corporation and any Affiliate and direct or indirect subsidiary of the Corporation.

3.01 Corporate Status and Authorization of the Vendor

(a) The Vendors are either individuals with residence in or a companies incorporated organized and subsisting under the laws of Finland, or as otherwise set out in the recitals to this Agreement. Each Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments. No act or proceeding has been taken or authorized by or against a Vendor by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Vendor with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, a Vendor and, to the Vendor's Knowledge, no such proceedings have been threatened by any other Person.

(b) The execution and delivery of this Agreement and all other agreements and instruments to be executed by each Vendor as contemplated herein and the completion of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Vendor.

(c) This Agreement constitutes the valid and binding obligation of each Vendor enforceable against the Vendor in accordance with its terms. Each Vendor is not an insolvent person and will not become an insolvent person as a result of the Closing. There is no Action in progress, pending, or to the Vendor's Knowledge, threatened against or affecting the Vendor or affecting the title of the Vendor to any of the Purchased Shares at law or in equity. There are no grounds on which any such Action might be commenced and there is no order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority outstanding against or affecting the Vendor, in any such case, which affects adversely or might affect adversely the ability of the Vendor to enter into this Agreement or to perform its obligations hereunder.

3.02 Capitalization

(a) All of the Purchased Shares have been duly authorized, are validly issued, fully paid and non-assessable, and the Vendor is the registered and beneficial owner of the Purchased Shares, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all of the Purchased Shares, free and clear of all Encumbrances.

(b) All of the Purchased Shares were issued in compliance with applicable Laws. None of the Purchased Shares were issued in violation of any agreement, arrangement or commitment to which a Vendor or the Corporation is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.

(c) except as set forth in this Agreement, here are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of the Corporation or obligating a Vendor or the Corporation to issue or sell any shares of, or any other interest in, the Corporation. The Corporation does not have outstanding or authorized any share appreciation, phantom share, profit participation or similar rights. Except the current shareholders' agreement of the Company, there are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Purchased Shares.

3.03 No Conflicts; Consents

The execution, delivery and performance by the Vendor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, unanimous shareholder agreement or other constating documents of the Vendor or the Corporation; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Vendor or the Corporation; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which a Vendor or the Corporation is a party or by which a Vendor or the Corporation is bound or to which any of their respective Assets are subject (including any Material Contract) or any Permit affecting the Assets or Business of the Corporation; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any Assets of the Corporation. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendor or the Corporation in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.04 Financial Statements

(a) Complete copies of the Corporation's Financial Statements and Interim Financial Statements have been delivered to the Purchaser.

(b) The Financial Statements: (i) are based on the Books and Records of the Corporation; and (ii) fairly, completely and accurately present in all material respects the Assets, Liabilities and financial position of the Corporation as of the respective dates they were prepared and the results of the operations of the Corporation for the periods covered thereby.

3.05 Undisclosed Liabilities

The Corporation has no material liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise (collectively, the "**Liabilities**"), except: (a) those that are adequately reflected or reserved against in the Balance Sheet; and (b) those that have been incurred in the Ordinary Course consistent with past practice and that are not, individually or in the aggregate, material in amount.

3.06 Absence of Certain Changes, Events and Conditions

Other than in the Ordinary Course consistent with past practice, there has not been, with respect to the Corporation, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the Articles, unanimous shareholder agreement or other constating documents of the Corporation;

(c) split, consolidation or reclassification of any shares in the Corporation;

(d) issuance, sale or other disposition of any shares in the Corporation, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares in the Corporation;

(e) declaration or payment of any dividends or distributions on or in respect of any shares in the Corporation or redemption, retraction, purchase or acquisition of its shares;

(f) material change in any method of accounting or accounting practice of the Corporation;

(g) material change in the Corporation's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(h) entry into any Contract that would constitute a Material Contract;

(i) incurrence, assumption or guarantee of any indebtedness for borrowed money, except current obligations and Liabilities incurred in the Ordinary Course consistent with past practice;

(j) transfer, assignment, sale or other disposition of any of the Assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(k) transfer, assignment or grant of any licence or sublicence of any material rights under or with respect to any Corporate IP or Corporate IP Agreements;

(l) material damage, destruction or loss (whether or not covered by insurance) to any of its Assets;

(m) any capital investment in, or any loan to, any other Person;

(n) acceleration, termination, material modification to or cancellation of any Contract to which the Corporation is a party or by which it is bound;

(o) any material capital expenditures outside the Ordinary Course of Business;

(p) imposition of any Encumbrance upon any of the Purchased Shares or Assets, tangible or intangible;

(q) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, Independent Contractors or consultants, other than as provided for in any written agreements or required by applicable Law; (ii) change in the terms of employment for any employee or any termination of any employees; or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, Independent Contractor or consultant;

(r) hiring or promoting any individual as or to (as the case may be) an officer or hiring or promoting any employee below officer except to fill a vacancy in the Ordinary Course;

(s) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, Independent Contractor or consultant; (ii) Benefit Plan; or (iii) Collective Agreement, in each case, whether written or oral;

(t) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its Related Parties;

(u) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(v) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings by the Corporation or its creditors seeking to adjudicate the Corporation as bankrupt or insolvent, making a proposal with respect to the Corporation under any Law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debts or similar laws, appointment of a trustee, receiver, receiver-manager, agent, custodian or similar official for the Corporation or for any substantial part of its Assets;

(w) purchase, lease or other acquisition of the right to own, use or lease any Assets, except for purchases of inventory or supplies in the Ordinary Course consistent with past practice;

(x) acquisition by amalgamation or arrangement with, or by purchase of a substantial portion of the assets or shares of, or by any other manner, any business or any Person or any division thereof;

(y) action by the Corporation to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset or attribute of the Corporation; or

(z) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.07 Title to Assets; Real Property; Leases

(a) The Corporation is the legal and beneficial owner of the Real Property, personal property and other Assets reflected in the Financial Statements.

(b) The Corporation has good and marketable title to, or a valid leasehold interest in, all Real Property and personal property and other Assets reflected in the Financial Statements, other than Assets sold or otherwise disposed of in the Ordinary Course. All such Real Property, personal property and Assets (including leasehold interests) are free from all Encumbrances except for Permitted Encumbrances.

(c) The Corporation does not and has not directly or indirectly owned any legal or beneficial interest in any real property, other than the Real Property.

(d) The Corporation has kept and maintained the Real Property in good operating condition and repair to preserve its value and operating efficiency, normal wear and tear excepted.

(e) There are no agreements, options, contracts or commitments to sell, transfer or otherwise dispose of any Real Property or that would restrict the ability of the Corporation to directly or indirectly transfer any Real Property.

(f) With respect to leased Real Property:

(i) the Vendor has delivered or made available to the Purchaser true, complete and correct copies of any and all leases affecting the Real Property together with all amendments and restatements, renewals, extensions, supplements or modifications thereto.

(ii) The Corporation is not a sublessor or grantor under any sublease, license, occupancy agreement or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property.

(iii) As of the date hereof, the leases affecting the Real Property together with all amendments and restatements, renewals, extensions, supplements or modifications are in good standing and in full force and effect and no default has occurred on the part of the Corporation under any of such leases, nor has any default occurred by the tenants under any of the such leases (except in each case, any such default that has previously been cured).

(iv) There is no existing condition which, but for the passage of time or the giving of notice, could result in (A) default by the Corporation under the terms of any of the leases affecting the Real Property together with all amendments and restatements, renewals, extensions, supplements or modifications, or (B) default by a tenant under the terms of its lease.

(v) There is no existing defect or condition affecting any of leased Real Property that is impairing the current use of such leased Real Property in connection with the Business and the Corporation.

(g) There are no Actions pending nor to the Vendors Knowledge threatened against the Corporation, the Real Property or any portion thereof or interest therein.

(h) the Vendor has not withheld any information of a material nature relating to the Real Property.

(i) All information relating to the Real Property that the Vendor has delivered to the Purchaser is accurate.

3.08 Condition and Sufficiency of Assets.

The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Corporation are structurally sound, are in normal operating condition and repair, and are adequate for the uses to which they are being put, are sufficient for the continued conduct of the Corporation's Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business of the Corporation as currently conducted.

3.09 Intellectual Property

(a) Neither the Corporation nor any other party thereto is in breach of or default under (or to the Vendor's Knowledge is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Corporate IP Agreement.

(b) The Corporation is the sole and exclusive legal and beneficial, and with respect to the Corporate IP Registrations, registered, owner of all right, title and interest in and to the Corporate IP, or has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business or the Corporation's current operations.

(c) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Corporation's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business or the Corporation's operations as currently conducted.

(d) The Corporation has taken all reasonable steps to maintain the Corporate IP and to protect and preserve the confidentiality of all trade secrets included in the Corporate IP.

(e) There are no Actions: (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Corporation; (ii) challenging the validity, enforceability, registrability or ownership of any Corporate IP or the Corporation's rights with respect to any Corporate IP; or (iii) by the Corporation or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Corporate IP. The Corporation 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 Corporate IP.

3.10 Inventory

All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the Ordinary Course consistent with past practice, except for obsolete, damaged, defective or slow-moving items. All Inventory is owned by the Corporation free and clear of all Encumbrances, and no inventory is held on a consignment basis.

3.11 Legal Proceedings; Governmental Orders

(a) There are no Actions pending or, to the Vendor's Knowledge, threatened: (a) against or by the Corporation affecting any of its Assets; or (b) against or by the Corporation, the Vendor or any Affiliate of the Vendor that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Corporation or any of its Assets. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

3.12 Compliance With Laws; Permits

(a) The Corporation has in all material respects complied, and is now complying, with all Laws applicable to it or its Business or Assets.

(b) All Permits required for the Corporation to conduct its Business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full.

3.13 Employment Matters

(a) All Employees are subject to a written employment contract with the Corporation. No Employees are subject to an oral employment contract with the Corporation, and no Employees have any oral entitlements in addition to their entitlements under their written employment contracts with the Corporation.

(b) The Corporation is not currently, and has not been, a party to any Collective Agreement.

(c) No notice in writing has been received by the Corporation of any complaint filed by any of its Employees or former employees against the Corporation or any current or former director or officer thereof or is threatened or pending, claiming or alleging that the Corporation has violated any Laws applicable to the employee.

(d) No Employee has stated that he or she will resign or retire or cease to provide work or services as a result of the closing of the transactions contemplated by this Agreement.

(e) There is no notice of assessment, which the Corporation has received before the date of this Agreement during the past three years from any workplace safety authority or similar Governmental Authority.

3.14 Taxes

(a) The Corporation has duly and timely filed all of its Tax Returns with all appropriate Governmental Authorities. Each such Tax Return was true, correct and complete in all respects. All Taxes due and payable by the Corporation for periods (or portions thereof) ending on or before the Closing Date (whether or not shown due on any Tax Returns and whether or not assessed or reassessed by the appropriate Governmental Authority) have been paid.

(b) There are no matters under audit or appeal with any Governmental Authority relating to Taxes of the Corporation.

(c) True copies of all Tax Returns prepared and filed by the Corporation during the past three years, together with any notices of assessment of the Corporation during the past four years, have been made available to the Purchaser on or before the date of this Agreement.

(d) The Corporation has not received any notice from any Governmental Authority that it is taking steps to assess any additional Taxes against the Corporation for any period for which Tax Returns have been filed and there are no actual or pending audit investigations or other Actions of or against the Corporation by any Governmental Authority relating to Taxes. No Governmental Authority has given notice of any intention to assert any deficiency or claim for additional Taxes against the Corporation.

(e) The Corporation has not acquired property or services from, or disposed of property to, a non-arm's length Person for consideration, the value of which is less than the fair market value of the property or services, as the case may be.

(f) The Corporation will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.

(g) The Vendor and the Corporation and each of the Corporation's direct and indirect subsidiaries have at all times been non-residents of Canada.

3.15 Related Party Transactions

(a) Save as disclosed, the Corporation has not made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any officer, director, employee, trustee or shareholder or any Person with whom the Corporation is not dealing at arm's length or any Affiliate or spouse of any of the foregoing (each, a "**Related Person**").

(b) Save as disclosed, neither the Vendor nor any Affiliate of the Vendor (each, a "**Related Party**") is a party to any Contract with the Corporation, no Related Party is indebted to the Corporation and the Corporation is not indebted to any Related Party.

3.16 Books and Records

The Books and Records of the Corporation, all of which have been made available to the Purchaser, are complete and correct and have been maintained in accordance with sound business practices.

3.17 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Vendors or the Corporation.

3.18 Anti-Money Laundering and Anti-Corruption Practices

(a) Neither the Corporation nor any of its directors, officers or employees or agents, consultants or representatives:

(i) has violated, and the Vendor's execution and delivery of and performance of its obligations under this Agreement will not violate, any Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or licenses issued thereunder in each case to which either the Corporation or the Vendor is subject

(b) The Corporation has adopted, implemented and maintained policies and procedures designed to ensure, and which are reasonably expected to ensure, continued compliance with Laws related to money laundering and anti-bribery.

3.19 Full Disclosure

No representation or warranty by a Vendor in this Agreement or any certificate or other document furnished or to be furnished to the Purchaser under this Agreement contains any untrue statement of a material fact.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

4.01 Corporate Status and Authorization of the Purchaser

The Purchaser is a corporation incorporated and validly existing under the Laws of the British Virgin Islands and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. The Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority.

The Purchaser has the corporate power and capacity to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Vendor) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

4.02 No Conflicts; Consents

The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, by-laws, unanimous shareholder agreements or other constating documents of the Purchaser; or (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Purchaser. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, other than such regulatory approvals as are necessary in connection with the issuance of the Payment Shares by the Purchaser.

4.03 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

4.04 Legal Proceedings

There are no Actions pending or, to the Purchaser's knowledge, threatened against or by the Purchaser or any Affiliate of the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE V
COVENANTS

5.01 Conduct of Business Before the Closing

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent shall not be unreasonably withheld or delayed), the Vendors shall, and shall cause the Corporation and each of its Affiliates to: (x) conduct the Business of the Corporation and its Affiliates in the Ordinary Course consistent with past practice.

5.02 Notice of Certain Events

(a) From the date hereof until the Closing, the Vendors shall promptly notify the Purchaser in writing of any:

(i) fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by a Vendor hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 6.02 to be satisfied;

(ii) notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) Actions commenced or, to the Vendor' Knowledge, threatened against, relating to or involving or otherwise affecting a Vendor, the Corporation or its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed under Section 3.11 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Purchaser's receipt of information under this Section 5.02 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by a Vendor in this Agreement.

5.03 Confidentiality

From and after the Closing, each Vendor shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Corporation and its Affiliates, except to the extent that a Vendor can show that such information: (a) is generally available to and known by the public through no fault of such Vendor, any of its Affiliates or any of their respective Representatives; or (b) is lawfully acquired by such Vendor, any of its Affiliates or any of their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If a Vendor, any of its Affiliates or any of their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Vendor shall promptly notify the Purchaser in writing and shall disclose only that portion of such information that such Vendor is advised by its counsel in writing is legally required to be disclosed; provided that such Vendor shall use its reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

5.04 Books and Records

(a) To facilitate the resolution of any claims made against or incurred by Vendor before the Closing, or for any other reasonable purpose, for a period of one (1) year after the Closing, Purchaser shall:

(i) retain the Books and Records (including personnel files) of the Corporation relating to periods before the Closing in a manner reasonably consistent with the prior practices of the Corporation; and

(ii) upon reasonable notice, afford the Representatives of the Vendor reasonable access (including the right to make, at the Vendor’ expense, photocopies), during normal business hours, to the Books and Records.

(b) To facilitate the resolution of any claims made by or against or incurred by the Corporation after the Closing, or for any other reasonable purpose, for a period of one (1) year after the Closing, the Vendor shall:

(i) retain the Books and Records (including personnel files) of the Vendor which relate to the Corporation and its Affiliates and its operations for periods before the Closing; and

(ii) upon reasonable notice, afford the Representatives of the Purchaser or the Corporation and/or its Affiliates, as applicable, reasonable access (including the right to make, at the Purchaser's expense, photocopies), during normal business hours, to the Books and Records.

5.05 Tax Obligations

Each Vendor and the Purchaser, respectively, shall carry out any formalities, whether formal or substantial, and pay and discharge any Tax due by it under applicable Law arising from and/or connected to the sale and transfer of the Purchased Shares referred to in Article II hereto.

5.06 Closing Conditions

During the Interim Period, each party hereto shall, and the Vendors shall cause the Corporation to, use its reasonably best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VI.

5.07 Public Trading

Vendors shall comply with all applicable securities Laws with respect to the Purchaser Shares received it pursuant to this Agreement, including the required hold periods in respect of the Payment Shares pursuant to National Instrument 45-102 – Resale of Securities. Vendor shall not, directly or indirectly, offer, issue, sell, lend, swap, grant or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to any of the Purchaser Shares received pursuant to the terms of this Agreement until the date that is one year after their issuance. Vendors expressly acknowledge and confirm that in connection with any distribution of Purchaser Shares by the Purchaser the Vendor is acquiring such Purchaser Shares as principal.

5.08 Further Assurances

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE VI
CONDITIONS TO CLOSING

6.01 Conditions to Obligations of All Parties

The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following the completion thereof.

(b) the Vendor shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 3.03, and the Purchaser shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.02, including the approval of the Exchange for the transactions contemplated herein, including the issuance of the Payment Shares and the Milestone Consideration Shares, in each case, in form and substance reasonably satisfactory to the Purchaser and the Vendor, and no such consent, authorization, order and approval shall have been revoked.

6.02 Conditions to Obligations of the Purchaser

The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Purchaser's waiver, at or before the Closing, of each of the following conditions:

(a) The representations and warranties of the Corporation and each Vendor contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) The Vendor shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date; provided that, with respect to agreements, covenants and conditions that are qualified by materiality, the Vendor shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against the Purchaser, a Vendor or the Corporation that would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(e) Purchaser shall have received, in a form satisfactory to the Purchaser, releases from each Vendor, and each of the directors and officers of the Corporation from any and all possible claims against the Corporation arising from any act, matter or thing arising at or prior to the Closing.

(f) Purchaser shall have received a lock-up agreement with respect to any Payment Shares issued pursuant to this Agreement in substantially the form as attached hereto as Exhibit A.

(g) Purchaser and Vendor Georg Meissner shall have entered into an agreement acceptable to the Purchaser with respect to the Remaining Options.

(h) The obtaining of all necessary regulatory approvals in connection with the issuance of the Payment Shares by the Purchaser.

6.03 Conditions to Obligations of the Vendor.

The obligations of the Vendors to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or each Vendor' waiver, at or before the Closing, of each of the following conditions:

(a) The Purchaser is prepared to issue to the Vendors the Closing Consideration Shares.

(b) Other than the representations and warranties of the Purchaser set out in Section 4.01 and Section 4.03, the representations and warranties of the Purchaser contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of the Purchaser set out in Section 4.01 and Section 4.03 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(c) the Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date; provided that, with respect to agreements, covenants and conditions that are qualified by materiality, the Purchaser shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) the Transaction Documents (other than this Agreement) shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to the Vendor.

ARTICLE VII
INDEMNIFICATION

7.01 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties set out herein shall survive the Closing and shall remain in full force and effect until the date that is 18 months from the Closing Date; provided that the representations and warranties in: (a) Section 3.01, Section 3.02, Section 4.01 and Section 4.03 shall survive indefinitely; and (b) Section 3.19 shall survive for a period of six years after the Closing. All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

7.02 Indemnification by the Vendor

Any liability of Vendors hereunder is several and not joint. If several Vendors are liable to indemnify the Purchaser due to a breach hereunder, the liability will be divided among such Vendors in proportion to their entitlement of the Purchase Price. Each Vendor´s liability under this Agreement for any reason whatsoever shall be limited to the amount of Purchase Price actually received by such Vendor. Furthermore, each Vendor´s liability for breaches of representations and warranties, save for the representations and warranties pursuant to Section 3.01, Section 3.02 and Section 3.04, is limited to 20 % (Twenty percent) of the amount of Purchase Price actually received by such Vendor. The Purchaser is not entitled to make a claim for a breach of representations and warranties and no liability in respect of any claim for breach of representations and warranties by the Purchaser exists for any Losses, unless such Losses, or the aggregate amount of such Losses, exceeds 1 % (One percent) of the Purchase Price actually received by the Vendors. No individual Loss, or series of Losses arising from substantially identical facts or circumstances, the amount of which is less than 0.1% (Point one percent) of the Purchase Price actually received by the Vendors will be taken into account when establishing the amount of Losses. Subject to the foregoing and other terms and conditions of this Article VII, each Vendor shall indemnify the Purchaser (including the Corporation)(collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of a Vendor contained in this Agreement or in any certificate or instrument delivered by or on behalf of a Vendor under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by a Vendor under this Agreement.

7.03 Indemnification by the Purchaser.

Subject to the other terms and conditions of this Article VII, the Purchaser shall indemnify each of the Vendor(collectively, the "**Vendor Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendor Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Purchaser under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement.

Provided that Purchaser's liability under this Agreement for any reason whatsoever shall be limited to the amount of Purchase Price actually paid to the Vendors upon Closing.

7.04 Indemnification Procedures

The party making a claim under this Article VII is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article VII is referred to as the "**Indemnifying Party**".

(a) **Third-Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defence of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defence; provided that, if the Indemnifying Party is the Vendor, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third Party Claim that: (i) is asserted directly by or on behalf of a Person that is a supplier or customer of the Corporation; or (ii) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, subject to Section 7.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; provided that, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently prosecute the defence of such Third Party Claim, the Indemnified Party may, subject to Section 7.04(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Vendor and the Purchaser shall cooperate with each other in all reasonable respects in connection with the defence of any Third Party Claim, including making available (subject to the provisions of Section 5.03) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such Third Party Claim.

(b) **Settlement of Third-Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 7.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within 10 days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume the defence of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defence under Section 7.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Corporation's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

7.05 Payments

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable under this Article VII, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties agree that, if the Indemnifying Party does not make full payment of any such obligations within such 15-Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 10%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

7.06 Tax Treatment of Indemnification Payments

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

7.07 Effect of Investigation

The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 6.02 or Section 6.03, as the case may be.

7.08 Exclusive Remedies

Subject to Section 9.10, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or wilful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be under the indemnification provisions set forth in this Article VII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this Article VII. Nothing in this Section 7.08 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or wilful misconduct.

ARTICLE VIII
TERMINATION

8.01 Termination

This Agreement may be terminated at any time before the Closing:

(a) By the mutual written consent of the Vendors and the Purchaser.

(b) By the Purchaser by written notice to the Vendor if the Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Vendor under this Agreement that would give rise to the failure of any of the conditions specified in Article VI, and such breach, inaccuracy or failure has not been cured by the Vendor within 10 days of the Shareholder's receipt of written notice of such breach from the Purchaser.

(c) By the Vendors by written notice to the Purchaser if the Vendors are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement that would give rise to the failure of any of the conditions specified in Article VI, and such breach, inaccuracy or failure has not been cured by the Purchaser within 10 days of the Purchaser's receipt of written notice of such breach from the Vendor.

(d) By the Purchaser or the Vendors if:

    (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

8.02 Effect of Termination

In the event of the termination of this Agreement in accordance with this Article VIII, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of any party hereto except:

(a) as set forth in Section 5.03, this Article VIII and Article IX; and

(b) that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.

ARTICLE IX
MISCELLANEOUS

9.01 Public Announcements

All public notices to third parties and all other publicity concerning this Agreement and the transactions contemplated herein shall be jointly planned and agreed to by the Corporation and the Purchaser, and no party shall unilaterally act in this regard without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). Nothing in this Section 9.01 prohibits any party or its affiliates from making such public disclosure that is, in such party's reasonable judgment, required to meet timely disclosure obligations of any such party or its affiliates under applicable securities Law and such disclosing party has first used its commercially reasonable efforts to consult with the Purchaser, or in the case of the Vendors, the Vendor Representative, with respect to the timing and content thereof. For greater certainty, the Vendors acknowledge that the Purchaser, and any public entity involved in a Going Public Transaction, will be required to make certain public disclosures in connection with the Going Public Transaction.

9.02 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

9.03 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.03):

If to the Vendors: Markku Mäkinen

	Telephone:	+358407619177
	Email:	markku.makinen@hpp.fi
with a copy to:	Email:	ville@butterfly.vc
	Attention:	Ville Heikkinen
If to the Purchaser:	EvokAI Creative Labs Inc. 1600 – 609 Granville Street, Vancouver, B.C. Canada V7Y 1C3	
	Telephone:	+358 505579155
	Email:	alejandro.antalich@evokailabs.com
	Attention:	Alejandro Antalich
with a copy to:	Email:	juan.presa@evokailabs.com
	Attention:	Juan Presa

9.04 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.05 Entire Agreement

This Agreement and the other Transaction Documents constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, and the Exhibits, the statements in the body of this Agreement will control.

9.06 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

9.07 No Third-Party Beneficiaries

Except as provided in Article VII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.08 Amendment and Modification; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party 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.

9.09 Governing Law; Forum; Choice of Language

(a) This Agreement and any non-contractual obligations arising out of or in connection with it, are governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to the principles of conflict of laws thereof. This Agreement and any non-contractual obligations arising out of or in connection with it, are governed by the laws of the Province of Ontario.

(b) All disputes arising in connection with this Agreement shall be referred to arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by one or more arbitrators appointed in accordance with such Rules. The place of any such arbitration shall be Toronto, Ontario, Canada. The language of arbitration shall be English. The parties waive their right to any form of appeal, review or recourse against any award of the arbitrators insofar as such waiver may be validly made.

(c) The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

9.10 Specific Performance

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

9.11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Veikko Lesonen	**Jani Katisko**
___***"Veikko Lesonen"***_______________________	_____***"Jani Katisko"***_____________________
Name: Markku Mäkinen by proxy	Name: Jani Katisko
Georg Meissner	**Butterfly Venture Fund III Ky**
___***"Georg Meissner"***_______________________	_______***"Ville Heikkinen"***__________________
Name: Georg Meissner	Name: Ville Heikkinen
	Title: Partner
Mika Rautio	**Riikka Rautio**
___***"Mika Rautio"***_______________________	______***"Riikka Rautio"***__________________
Name: Mika Rautio	Name: Riikka Rautio
Sauli Törmälä	**Hans Lauterbach**
____***"Sauli Tormala"***_____________________	_____***"Hans Lauterbach"***________
Name: Sauli Törmälä	Name: Hans Lauterbach

EVOKAI CREATIVE LABS INC.

By: ***"Alejandro Antalich"***

Name: Alejandro Antalich
Title: CEO

EXHIBIT A

FORM OF LOCK-UP AGREEMENT

______________, 2023

EvokAI Creative Labs Inc. (the "**Purchaser**")

Re: EvokAI Creative Labs Inc. – Lock-up Agreement

1. The undersigned understands that the Purchaser entered into a share purchase agreement dated on April [●], 2023 between the Purchaser and the undersigned in connection with the acquisition by the Purchaser of all of the issued and outstanding shares in the capital of Head Instruments Oy ("**Reference**") from the undersigned (the "**Share Purchase Agreement**", and the transactions contemplated by the Share Purchase Transaction being collectively referred to as the "**Transaction**").

2. All capitalized terms not otherwise defined herein have the meaning given to them in the Share Purchase Agreement.

3. In consideration of the benefit that the Transaction will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that during the period commencing on the date on which the Closing Consideration Shares are issued and ending on the date which is twelve months following the date on which the Closing Consideration Shares are issued (the "**Lock-Up Period**"), the undersigned will not, directly or indirectly, offer, sell, contract to sell, sell any option to purchase, purchase any option or contract to sell, hypothecate, transfer, assign, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to publicly announce any intention to do any of the foregoing), whether through the facilities of a stock exchange, by private placement or otherwise, any common shares in the capital of the Purchaser (the "**Common Shares**") or other securities of the Purchaser convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly (collectively, the "**Undersigned's Securities**"), unless (i) they first obtain the prior consent of the Purchaser, in its sole discretion; or (ii) there occurs a take-over bid or similar transaction involving a change of control of the Purchaser. For greater certainty, the undersigned is not permitted to pledge the Undersigned's Securities as collateral for a secured loan.

4. Section 3 above shall not apply to (a) transfers to affiliated entities of the undersigned, provided, in each case, that any such transferee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period, (b) transfers occurring by operation of law, provided, in each case, that any such transferee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period, (c) transfers made pursuant to a *bona fide* take-over bid or similar transaction made to all holders of common shares of the Purchaser, including without limitation, a merger, arrangement or amalgamation, involving a change of control of the Purchaser and provided that in the event the take-over or acquisition transaction is not completed, the Undersigned's Securities shall remain subject to the restrictions contained in this lock-up agreement.

5. The undersigned represents and warrants that it has good and marketable title to the Undersigned's Securities and understands that the Purchaser is relying upon this lock-up agreement in proceeding towards consummation of the Transaction. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors, and permitted assigns, and shall enure to the benefit of the Purchaser and its legal representatives, successors and assigns.

6. The undersigned agrees and consents to the entry of stop transfer restrictions with the Purchaser's transfer agent and registrar, or the equivalent, against the transfer of the Undersigned's Securities except in compliance with this lock-up agreement.

7. This lock-up agreement will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

Veikko Lesonen	**Jani Katisko**
________________________	________________________
Name: Markku Mäkinen by proxy	Name: Jani Katisko
Georg Meissner	**Butterfly Venture Fund III Ky**
________________________	________________________
Name: Georg Meissner	Name: Ville Heikkinen
	Title: Partner
Mika Rautio	**Riikka Rautio**
________________________	________________________
Name: Mika Rautio	Name: Riikka Rautio
Sauli Törmälä	**Hans Lauterbach**
________________________	________________________
Name: Sauli Törmälä	Name: Hans Lauterbach

EXHIBIT B

VENDOR ALLOCATION

EvokAi - Head Instruments

17.12.2022

EV	3500000
Loan	310716,62
Purchase price	3189283,38
Purchase price after liq pref	2 887 847

Allocation of Closing Consideration shares

Seller	Shares / Options in exit	Ownership %	Liq pref amount	Purchase price after liq pref	Total purchase price	% of the Closing Condition Shares purchase price
[redacted]	709255	54,64 %	19990,80	1577884,43	1 597 875,23	50,10 %
[redacted]	300000	23,11 %		667412,04	667 412,04	20,93 %
[redacted]	53000	4,08 %	13500	117909,46	131 409,46	4,12 %
[redacted]	150187	11,57 %	199748,71	334122,04	533 870,75	16,74 %
[redacted]	9255	0,71 %	19990,80	20589,66	40 580,46	1,27 %
[redacted]	4628	0,36 %	9996,48	10295,94	20 292,42	0,64 %
[redacted]	9255	0,71 %	19990,80	20589,66	40 580,46	1,27 %
[redacted]	62500	4,81 %	18218,38	139044,18	157 262,56	4,93 %
TOTAL	**1298080**	**100,00 %**	**301 436**	**2887847,41**	**3 189 283,38**	**100,00 %**

Allocation of Milestone Consideration Shares

Seller	Shares / Options in exit	% of Milestone Consideration Shares
[redacted]	709255	54,64 %
[redacted]	300000	23,11 %
[redacted]	53000	4,08 %
[redacted]	150187	11,57 %
[redacted]	9255	0,71 %
[redacted]	4628	0,36 %
[redacted]	9255	0,71 %
[redacted]	62500	4,81 %
TOTAL	**1298080**	**100,00 %**

EXHIBIT C

DEBT

Head Instruments loans		
	type	comments
222 500 €	subordinated loan	as of financial report 2021, see DD material list
88 217 €	Development loan Valtiokonttori, Business Finland	1st installment payment 2023 , 22500 € , see DD material list
total		
310 717 €		

EXHIBIT D

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