MASTER AGREEMENT

THIS AGREEMENT dated as of the 2nd day of December, 2025.

B E T W E E N :

ARWAY CORPORATION, a body corporate incorporated under the laws of Ontario (hereinafter referred to as "**Arway**")

OF THE FIRST PART

- and -

NEXTECH3D.AI CORP., a body corporate incorporated under the laws of British Columbia (hereinafter referred to as "**Nextech**")

OF THE SECOND PART

- and -

1001431017 ONTARIO INC., a body corporate incorporated under the laws of Ontario (hereinafter referred to as " **Subco**")

OF THE THIRD PART

W H E R E A S :

1. Arway and Nextech wish to provide for the acquisition by Nextech of all of the issued and outstanding Arway Shares (as defined herein) which it does not otherwise own;

2. In furtherance of the above-noted matters, (i) Subco has been incorporated as a wholly-owned subsidiary of Nextech; and (ii) Arway and Subco wish to amalgamate and continue as one corporation in accordance with the terms and conditions hereof;

3. The parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating thereto;

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Definitions**.

(a) In this Agreement (including the recitals hereto) and each Schedule hereto:

"**Act**" means the *Business Corporations Act* (Ontario) as from time to time amended or re-enacted;

"Agreement" means this master agreement;

"**Alternative Transaction**" means any amalgamation, acquisition, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof that would interfere with the Amalgamation;

"**Amalco**" means the continuing corporation constituted upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamating Parties**" means Arway and Subco;

"**Amalgamation**" means an amalgamation of the Amalgamating Parties under the provisions of section 174 of the Act and otherwise on the terms and subject to the conditions set forth in this Agreement;

"**Amalgamation Agreement**" means the amalgamation agreement to be entered into between Nextech, Arway and Subco, in accordance with the terms hereof, in such form as may be agreed upon between Nextech, Arway and Subco in accordance with the terms and conditions hereof;

"**Arway Disclosed Information**" means all information disclosed orally or in writing to Nextech (or its representatives) by Arway in connection with Nextech's due diligence review process;

"**Arway Financial Statements**" means the financial statements of Arway available on SEDAR+;

"Arway Material Adverse Change" means any change in the financial condition, operations, Assets, liabilities, or business of Arway which is materially adverse to the Business, other than a change: (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Nextech or its representatives by Arway or its representatives prior to the date of this Agreement or (y) the Arway Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the Transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

"**Arway Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Arway, the Assets or the Business, provided however, that an Arway Material Adverse Effect shall not include an adverse effect resulting from a change: (i) the Arway Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the Transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

"**Arway Shareholders**" means the registered holders of Arway Shares immediately prior to the Effective Time;

"**Arway Shares**" means the common shares of Arway as constituted as of the date hereof;

"**Assets**" means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of Arway as of the Effective Date;

"**Business**" means the business currently conducted by Arway, namely the business of the creation of an all-in-one no code real-world Metaverse creation tool and mobile app, with a self-generating augmented reality mapping solutions for both consumers and brands;

"**Business Day**" means a day other than a Saturday, Sunday or a civic or statutory holiday in any of the City of Toronto, Ontario and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours;

"**CSE**" means Canadian Securities Exchange;

"**Certificate**" means the certificate of amalgamation issued by the Director in respect of the Amalgamation;

"**Confidentiality**" means to maintain in confidence and not to disclose the applicable information to third parties, except:

(b) employees, officers, directors, consultants, agents and other representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner; or

(c) persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity to a party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such persons agree to maintain the information to be disclosed in confidence for a period not less than two years; and "Confidential" and "Confidence" shall have similar meanings.

"**Contracts**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, loan documents and security documents;

“**CSE**” means Canadian Securities Exchange;

"**Director**" means the Director appointed under section 278 of the Act;

"**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate;

"**Effective Time**" means at 12:01 a.m. on the Effective Date at which time the Amalgamation will take effect and go into operation;

“**Exchange Ratio**” means 0.5141388221 Nextech Shares to be issued pursuant to the Transaction in consideration for each Arway Share;

"**Governmental Authorities**" means all applicable federal, provincial or state and municipal agencies, boards, tribunals, ministries and departments, both Canadian and foreign;

"**Intellectual Property**" means all (a) domestic and foreign patents, trademarks, trade names, business names, copyrights, industrial designs, certification marks, service marks, distinguishing guises, business styles, internet domains, and other industrial or intellectual property, whether or not registered, and all applications and registrations in respect thereof; (b) trade secrets and all proprietary rights in and to know-how, inventions, innovations, formulas, processes, designs, specifications, prototypes, algorithms, concepts, methods and technology; and (c) computer systems and computer application software, including all related documentation and the latest revisions of all related object and source codes;

"**Knowledge**" means both (i) actual knowledge; and (ii) deemed knowledge such person would have if a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter after due inquiry, of (i) the directors and officers of Nextech with respect to Nextech and Subco, and (ii) the directors and officers Arway with respect to Arway;

"**Law**" means any applicable federal, provincial, or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority and the terms and conditions of any permit, licence or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time therefor;

"**Nextech Disclosed Information**" means all information disclosed orally or in writing to Arway (or its representatives) by Nextech in connection with Arway's due diligence review process;

"**Nextech Financial Statements**" means the financial statements of Nextech available on SEDAR+;

"Nextech Material Adverse Change" means any change in the financial condition, operations, assets, liabilities, or business of Nextech or Subco which is materially adverse to the consolidated business of Nextech, other than a change: (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Arway or its representatives by Nextech or its representatives prior to the date of this Agreement or (y) the Nextech Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the Transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

"**Nextech Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Nextech provided, however, that a Nextech Material Adverse Effect shall not include an adverse effect resulting from a change: (i) which arises out of or in connection with (x) a matter that has been publicly disclosed or otherwise disclosed in writing to Arway or its representatives by Nextech or its representatives prior to the date of this Agreement or (y) the Nextech Disclosed Information; (ii) resulting from the public announcement of the execution of this Agreement and the Transaction contemplated herein; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

"**Nextech Shares**" means the common shares in the capital of Nextech, as constituted as of the date of this Agreement;

"**Proxy Circular**" means the management proxy circular of Arway to be sent to shareholders of Arway in connection with the annual and special meeting of shareholders of Arway being held in order to obtain the requisite shareholder approval of the Transaction, among other matters, in such form as may be agreed upon by Arway and Nextech in accordance with applicable laws and the rules of the CSE;

“**Public Record**” means all information filed by Nextech or Arway, as applicable, with any securities commission or similar regulatory authority which are available through the SEDAR+ website as of the date hereof;

"**Resulting Issuer**" means Nextech following the completion of the Transaction;

"**SEDAR+**" means the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval;

"**Software**" means any and all computer software and code, including all new versions, updates, revisions, improvements, and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals, and training materials relating to any of the foregoing;

"**Subco Shares**" means the common shares of Subco as constituted as of the date hereof;

"**Transaction**" means the acquisition by Nextech of all of the issued and outstanding Arway Shares which it does not otherwise own pursuant to a three cornered amalgamation in connection with which (i) the Amalgamating Parties shall complete the Amalgamation; and (ii) Nextech shall issue such number of Nextech Shares to Arway Shareholders based on the Exchange Ratio in consideration for the acquisition of their Arway Shares; and

"**Transfer Agent**" means Computershare Trust Company.

2. **Amalgamation**.

The Amalgamating Parties hereby agree to amalgamate and continue as one corporation under the provisions of the Act upon the terms and conditions hereinafter set forth. In furtherance of the foregoing, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the parties herein contained, each of Arway, Nextech and Subco (i) acknowledge and agree that certain of the Nextech Shares to be issued pursuant to the Transaction may be subject to escrow requirements imposed by the CSE; and (ii) covenant and agree to:

(a) enter into the Amalgamation Agreement forthwith after receipt of the requisite approvals of the shareholders of each of Subco and Arway to the Amalgamation, which Amalgamation Agreement shall give effect to the Amalgamation in accordance with the terms hereof;

(b) co-operate with each other in the preparation and issuance of the Proxy Circular and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request, and to provide the other parties with an opportunity to review all disclosure in respect of the Proxy Circular, as applicable and to make all such changes as are reasonably requested;

(c) co-operate with each other in the preparation and filing of all requisite materials with the CSE and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request, and to provide the other parties with an opportunity to review all such materials, as applicable and to make all such changes as are reasonably requested;

(d) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith as set forth in the Proxy Circular, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the CSE for the listing thereon of the Nextech Shares to be issued in connection with the Transaction; (ii) in the case of Arway, effecting the delisting of the Arway Shares from the CSE as of the Effective Date; and (iii) obtaining such other consents, orders or approvals as counsel to Nextech and Arway may advise are necessary or desirable to be obtained for the implementation of the Amalgamation, and preparing and delivering all necessary documents in connection therewith; and

(e) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby.

3. **Effect of Amalgamation**.

On the Effective Date, subject to the Act:

(a) the amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;

(b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco; and

(g) the articles of amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco and the Certificate shall be deemed to be the Certificate of Incorporation of Amalco.

4. **Treatment of Securities**.

Subject to the terms and conditions hereof, on the Effective Date:

(a) each issued and outstanding Arway Share shall be exchanged for that number of Nextech Shares determined in accordance with the Exchange Ratio, and all such Arway Shares shall be cancelled; and

(b) in consideration of the Resulting Issuer issuing the Nextech Shares as provided for in subsection 4(a) above, Amalco shall allot and issue to the Resulting Issuer one fully paid and non-assessable Amalco Share for each Nextech Share so issued.

5. **Fractional Shares**.

Notwithstanding section 4 of this Agreement, no fractional Nextech Shares will be issuable pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Nextech Share interest to which a securityholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Nextech Share.

6. **Certificates. On the Effective Date**:

(a) the holders of Arway Shares shall be deemed to be the registered holders of the Nextech Shares to which they are entitled hereunder. Registered holders of Arway Shares shall be required to deliver and surrender to the Transfer Agent, the certificates representing their respective Arway Shares which have been exchanged for Nextech Shares in accordance with section 4(a) hereof, and such other documentation as may be required by the Transfer Agent, following which the Transfer Agent shall, as soon as practicable, issue to such Arway Shareholders certificates representing the number of Nextech Shares to which such holder is entitled; and

(b) certificates evidencing Arway Shares shall cease to represent any claim upon or interest in Arway, the Resulting Issuer or Amalco other than the right of the registered holder to receive pursuant to the terms hereof and the Amalgamation, Nextech Shares in accordance with section 4 hereof, all as further set forth herein.

7. **Stated Capital**.

The amount to be added to the stated capital account maintained in respect of the Nextech Shares in connection with the issue of Nextech Shares under section 4 hereof on the Effective Date shall be the amount which is the sum of the stated capital of the issued and outstanding Subco Shares and of the stated capital of the issued and outstanding Arway Shares immediately prior to the Amalgamation.

8. **Articles of Amalgamation**.

Within five (5) Business Days following the approval of the Amalgamation by the shareholders of Subco and Arway, all on the terms and subject to the conditions set forth in this Agreement, in each case by special resolution, and provided that the conditions to the completion of the Amalgamation specified herein have then been satisfied or waived (to the extent such waiver is permitted hereunder), Subco and Arway shall jointly file, in duplicate, with the Director, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the Act.

9. **Covenants of Nextech**.

Nextech hereby covenants and agrees with Arway that it will:

(a) execute all requisite resolutions as the sole shareholder of Subco in favour of the Amalgamation;

(b) act in good faith and use commercially reasonable efforts to cause each of the conditions precedent to the Transaction set forth herein to be complied with;

(c) cooperate fully with Arway and use all reasonable commercial efforts to assist Arway in connection with the Transaction (including (i) with respect to obtaining the approval of the CSE in connection therewith; and (ii) to obtain all third party approvals required in connection with the Transaction) and to not take any action contrary to or in opposition to the Transaction, unless such cooperation or inaction would subject Nextech to liability or be in breach of applicable statutory or regulatory requirements;

(d) unless Arway otherwise agrees in writing, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms, cause Nextech:

(i) to conduct its business in a prudent and business-like manner and not take any action except in accordance with the usual and ordinary course of business as presently conducted, in furtherance of its business, and other than as expressly set forth herein, and use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships;

(ii) not to directly or indirectly, amend the constating documents of Nextech, or declare or pay any dividends or distribute any of Nextech's properties or assets;

(iii) not to dispose of (or agree to dispose of) any material assets or enter into any new contracts or effect any transactions which (individually or collectively) could reasonably be considered to be other than in the ordinary course of business of Nextech;

(iv) not to, directly or indirectly, issue or sell or agree to issue or sell, any additional Nextech Shares, or any options, warrants, calls, conversion privileges or other rights of any kind to acquire any Nextech Shares or other securities, other than pursuant to existing securities compensation plans or in consideration of bona fide acquisitions or existing obligations pursuant to outstanding convertible securities or contractual agreements; and

(v) not to borrow any sums of money or incur any indebtedness (other than trade payables incurred in the ordinary course), nor encumber any assets or make loans, advances or similar payments to any party (excluding routine advances to employees of Nextech for expenses incurred in the ordinary course); and

(e) subject to the approval of the shareholders of Arway being obtained for the completion of the Amalgamation, and subject to all applicable regulatory approvals being obtained, including the approval of the CSE, thereafter cause Subco to jointly with Arway file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

10. **Covenants of Arway**.

Arway hereby covenants and agrees with Nextech and Subco that it will:

(a) convene and hold an annual and special meeting of its shareholders for the purpose of considering the Transaction as contemplated hereby as soon as reasonably practicable and in connection therewith, as promptly as reasonably practicable, prepare the Proxy Circular with Nextech, which Proxy Circular shall include a recommendation of the board of directors of Arway that the shareholders of Arway vote in favour of each of the Transaction, and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the board of directors of Arway of their fiduciary duties;

(b) act in good faith and use commercially reasonable efforts to cause each of the conditions precedent to the Transaction set forth herein to be complied with;

(c) cooperate fully with Nextech and Subco and use all reasonable commercial efforts to assist Nextech and Subco in connection with the Transaction (including (i) with respect to obtaining the approval of the CSE in connection therewith; and (ii) to obtain all third party approvals required in connection with the Transaction) and to not take any action contrary to or in opposition to the Transaction, unless such cooperation or inaction would subject Arway to liability or be in breach of applicable statutory or regulatory requirements;

(d) unless Nextech otherwise agrees in writing, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms, not:

(i) to conduct the Business in a prudent and business-like manner and not take any action except in accordance with the usual and ordinary course of business as presently conducted, in furtherance of the Business, and other than as expressly set forth herein, and use all commercially reasonable efforts to maintain and preserve its business organization, Assets, employees and advantageous business relationships;

(ii) directly or indirectly, amend its constating documents, or declare or pay any dividends or distribute any of its properties or Assets;

(iii) dispose of (or agree to dispose of) any material Assets or enter into any new contracts or effect any transactions other than as expressly set forth herein;

(iv) directly or indirectly, issue or sell or agree to issue or sell, any additional Arway Shares or any options, warrants, calls, conversion privileges or other rights of any kind to acquire any Arway Shares or other securities; or

(v) borrow any sums of money or incur any indebtedness, nor encumber any assets or make loans, advances or similar payments to any party (excluding routine advances to employees of Arway for expenses incurred in the ordinary course);

(e) subject to the approval of the shareholders of each of Subco and Arway being obtained for the completion of the Amalgamation, , and subject to all applicable regulatory approvals being obtained, including the approval of the CSE, thereafter jointly with Subco file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement; and

(f) use its reasonable commercial efforts to cause all Arway shareholders to vote their Arway Shares in favour of the Transaction and otherwise approve the Transaction as required, take all reasonable actions to complete the Transaction and to not take any action contrary to or in opposition to the Transaction.

11. **Representations and Warranties of Nextech and Subco**.

Nextech and Subco jointly and severally represent and warrant to and in favour of Arway as follows, and acknowledge that Arway is relying upon such representations and warranties:

(a) Nextech is a corporation existing under the laws of British Columbia, and Subco is a corporation existing under the laws of Ontario;

(b) Nextech has the corporate power, capacity and authority to sell, issue and deliver the Nextech Shares (subject to the receipt of all applicable shareholder and regulatory approvals) all as contemplated in Section 4 hereof;

(c) each of Nextech and Subco has the corporate power, capacity and authority to carry on its business as currently conducted; to own, lease and operate its property and assets; and to enter into and perform its respective obligations under this Agreement in accordance with the provisions hereof;

(d) this Agreement has been duly authorized, executed and delivered by each of Nextech and Subco and constitutes a valid and binding obligation of each of Nextech and Subco enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Nextech or Subco, is necessary to authorize this Agreement and the transactions contemplated hereby;

(e) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any governmental authority, or to obtain any consent, approval or authorization of any other party or person (other than the approval of holders of the Arway Shares as required by the Act), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of the articles of amalgamation giving effect to the Amalgamation, and other filings, notifications and authorizations required under applicable securities laws and the rules of the CSE;

(f) on the Effective Date the Nextech Shares issuable pursuant to subsections 4(a) hereof will be duly and validly issued and such Nextech Shares will be outstanding as fully paid and non-assessable;

(g) the authorized capital of Nextech consists of an unlimited number of Nextech Shares, of which 225,298,980 Nextech Shares are issued and outstanding; the authorized capital of Subco consists of an unlimited number of Subco Shares, of which 100 Subco Shares are issued and outstanding, all of which are owned by Nextech;

(h) Nextech is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property or assets free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever; Subco has been incorporated solely for the purpose of the Transaction and has never carried on any active business (other than as required in connection with the Transaction) and has no assets or liabilities whatsoever;

(i) all taxes (including income tax, capital tax, harmonized sales tax, goods and services tax, provincial sales tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, withholding taxes, customs, duties and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any arrears, penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by Nextech and Subco have been paid, collected or withheld and remitted, as applicable. All tax returns, declarations, remittances and filings required to be filed by Nextech and Subco have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading. No examination of any tax return of Nextech or Subco is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by Nextech or Subco. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Nextech or Subco;

(j) Nextech is now, and on the Effective Date will be, a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland. The issued and outstanding Nextech Shares are, and will be on the Effective Date, listed and posted for trading on the CSE;

(k) Subco is not a reporting issuer in any jurisdiction and the Subco Shares are not listed for trading on any stock exchange;

(l) neither Nextech nor Subco is in default or breach of this Agreement, and neither (i) the execution and delivery of, and the compliance with the terms of, this Agreement; nor (ii) the completion of the Transaction in accordance with the terms hereof; will result in a breach of, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of, and do not and will not conflict with: (i) any statute, rule or regulation applicable to Nextech or Subco; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of Nextech or Subco; (iii) any trust indenture, agreement, instrument, lease, license, permit or other document to which Nextech or Subco is a party or will be contractually bound as of the Effective Date; or (iv) any judgment, decree or order binding on Nextech or Subco, or any of their respective assets;

(m) the Nextech Financial Statements: (i) are, in all material respects, consistent with the books and records of Nextech for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of Nextech for the periods covered thereby; and (iii) present fully, fairly and correctly, the assets and financial condition of Nextech as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;

(n) there are no actions, suits, proceedings or inquiries, pending or threatened against or affecting Nextech or Subco at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any inquiry or investigation (whether formal or informal) in relation to Nextech, Subco or their respective directors or officers pending or threatened by the CSE, any securities commission or any similar regulatory body, in any case which in any way could reasonably be expected to result in a Nextech Material Adverse Effect, and neither Nextech nor Subco is aware of any existing ground on which any such action, suit, proceeding, inquiry or investigation might be commenced with any reasonable likelihood of success. There have been no past unresolved or threatened, and to the best of Nextech's and Subco’s knowledge, after due inquiry, there are no pending claims, complaints, notices or requests for information received by nextech or Subco with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree; and to the best of Nextech's and Subco’s knowledge, after due inquiry, no conditions exist at, on or under any property now or previously owned, operated or leased by Nextech or Subco which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have a Nextech Material Adverse Effect;

(o) no order ceasing or suspending trading in securities of Nextech or Subco or prohibiting the sale of securities by Nextech or Subco has been issued that remains outstanding and, to the best of Nextech's and Subco’s knowledge, after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and neither Nextech nor Subco is in default of any material requirement of any applicable securities legislation;

(p) neither Nextech nor Subco has, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing. There is not, in the constating documents, by-laws or in any material agreement, or other instrument or document to which Nextech or Subco is a party, any restriction upon or impediment to, the declaration of dividends by the directors of Nextech or Subco or the payment of dividends by Nextech or Subco;

(q) there are no debts or amounts owing to Nextech or Subco by any of their respective officers, former officers, directors, former directors, shareholders, employees or former employees, or any family member of any such person, or any other person with whom Nextech or Subco does not deal at arm's length;

(r) there are no termination or severance payments that will become payable to any directors or officers of Nextech or Subco as a result of the consummation of any of the matters contemplated hereby;

(s) the operations of Nextech and Subco are and have been conducted in compliance with all applicable laws, rules, regulations, orders and directions of government and other competent authorities, subject to exceptions which do not have a Nextech Material Adverse Effect;

(t) Nextech does not have any assets or liabilities other than as set forth in the Nextech Financial Statements or Nextech Disclosed Information;

(u) no agent, broker, investment banker or other firm or person is or will be entitled to claim against Nextech or Subco for any broker's or finder's fee or other commission or similar fee incurred by Nextech or Subco in connection with any of, or the consummation of any of, the transactions contemplated hereby;

(v) neither Nextech nor Subco is a party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any (i) material joint venture or similar agreement; (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of Nextech or Subco to compete in any line of business or with any person in any way, except in any case which would not reasonably be expected to result in a Nextech Material Adverse Effect;

(w) since the date of Nextech Financial Statements, neither Nextech nor Subco has carried on any business, purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any properties or assets other than in connection with the Transaction or as set forth in the Nextech Disclosed Information;

(x) neither Nextech nor Subco is party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Nextech or Subco to compete in any line of business, transfer or move any of its assets or operations;

(y) neither Nextech nor Subco maintains any insurance;

(z) none of Nextech, Subco nor any other person associated with or acting on behalf of Nextech or Subco including, without limitation, any director, officer, agent or employee of Nextech or Subco (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; (iii) violated any provision of the *Corruption of Foreign Public Officials Act*; or iv) made any other unlawful payment;

(aa) Nextech maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) access to assets is permitted only in accordance with management's general or specific authorization; and (iii) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(bb) none of Nextech, Subco, nor to the best of Nextech's and Subco's knowledge, after due inquiry, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by Nextech, Subco or such other person under any material agreement and all such contracts are in valid and subsisting in full force and effect, enforceable in accordance with the terms thereof, and no event has occurred which with notice or lapse of time or both would constitute such a default by Nextech, Subco or, to the best of Nextech's or Subco's knowledge, after due inquiry, any other party.

12. **Representations and Warranties of Arway**.

Arway represents and warrants to and in favour of Nextech and Subco as follows, and acknowledges that each of Nextech and Subco is relying upon such representations and warranties:

(a) Arway is a corporation existing under the laws of Ontario;

(b) Arway has the corporate power, capacity and authority to carry on its business as currently conducted; to own, lease and operate its property and assets; and to enter into and perform its respective obligations under this Agreement in accordance with the provisions hereof;

(c) this Agreement has been duly authorized, executed and delivered by Arway and constitutes a valid and binding obligation of Arway enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Arway is necessary to authorize this Agreement and the transactions contemplated hereby;

(d) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any governmental authority, or to obtain any consent, approval or authorization of any other party or person, as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the approval of the shareholders of Arway, the filing of the articles of amalgamation giving effect to the Amalgamation, and other filings, notifications and authorizations required under applicable securities laws and the rules of the CSE;

(e) on the Effective Date, the Arway Shares will be duly and validly issued and outstanding as fully paid and non-assessable;

(f) the authorized capital of Arway consists of an unlimited number of Arway Shares, of which 38,641,161 Arway Shares are issued and outstanding as of the date hereof;

(g) the Arway Financial Statements: (i) are, in all material respects, consistent with the books and records of Arway for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of Arway for the periods covered thereby; and (iii) present fully, fairly and correctly, the assets and financial condition of Arway as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;

(h) Arway does not have any assets or liabilities other than as set forth in the Arway Financial Statements or Arway Disclosed Information;

(i) since the date of Arway Financial Statements, Arway has not carried on any business, purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any properties or assets other than in connection with the Transaction or as set forth in the Arway Disclosed Information;

(j) no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Arway, or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Arway, other than as expressly contemplated hereby;

(k) Arway is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property and the Assets, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and Arway owns or has the rights to use all applicable Intellectual Property in connection therewith. Except as disclosed in the Arway Disclosed Information, Arway has the exclusive right to use all of its Intellectual Property and has not granted any licence or other rights to any other person in respect of its Intellectual Property. The Intellectual Property of Arway is free and clear of any encumbrances. Arway has not used or enforced, or failed to use or enforce, any of its Intellectual Property in any manner which could limit its validity or result in its invalidity. There has been no infringement or violation of Arway's rights in and to its Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Intellectual Property of Arway. Arway has not engaged in any activity that violates or infringes any intellectual property rights of any other person;

(l) Arway is in actual possession of and has exclusive control over a complete and correct copy of the source code for all material proprietary Software of Arway;

(m) Arway has not disclosed, delivered, licensed, or otherwise made available, and does not have a duty or obligation (whether present, contingent or otherwise) to disclose, deliver, licence, or otherwise make available, any material portion of the source code for any of its Software to any other person, other than pursuant to a valid and enforceable written agreement prohibiting use or disclosure except in the performance of services;

(n) all Taxes due and payable or required to be collected or withheld and remitted, by Arway have been paid, collected or withheld and remitted, as applicable. All tax returns, declarations, remittances and filings required to be filed by Arway have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading. No examination of any tax return of Arway is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by Arway. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Arway;

(o) Arway is a reporting issuer in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan and the Arway Shares are listed for trading on the CSE;

(p) Arway is not in default or breach of this Agreement, and neither (i) the execution and delivery of, and the compliance with the terms of, this Agreement; nor (ii) the completion of the Transaction in accordance with the terms hereof; will result in a breach of, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of, and do not and will not conflict with: (i) any statute, rule or regulation applicable to Arway; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of Arway; (iii) any trust indenture, agreement, instrument, lease, license, permit or other document to which Arway is a party or will be contractually bound as of the Effective Date; or (iv) any judgment, decree or order binding on Arway, or any of its assets;

(q) there are no actions, suits, proceedings or inquiries, pending or threatened against or affecting Arway at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any inquiry or investigation (whether formal or informal) in relation to Arway or its directors or officers pending or threatened by the CSE, any securities commission or any similar regulatory body, in any case which in any way could reasonably be expected to result in a Arway Material Adverse Effect, and Arway is not aware of any existing ground on which any such action, suit, proceeding, inquiry or investigation might be commenced with any reasonable likelihood of success. There have been no past unresolved or threatened, and to the best of Arway's knowledge, after due inquiry, there are no pending claims, complaints, notices or requests for information received by Arway with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree; and to the best of Arway's knowledge, after due inquiry, no conditions exist at, on or under any property now or previously owned, operated or leased by Arway which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have an Arway Material Adverse Effect;

(r) no order ceasing or suspending trading in securities of Arway or prohibiting the sale of securities by Arway has been issued that remains outstanding and, to the best of Arway's knowledge, after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and Arway is not in default of any material requirement of any applicable securities legislation;

(s) Arway has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing. There is not, in the constating documents, by-laws or in any material agreement, or other instrument or document to which Arway is a party, any restriction upon or impediment to, the declaration of dividends by the directors of Arway or the payment of dividends by Arway;

(t) there are no debts or amounts owing to Arway by any of its officers, former officers, directors, former directors, shareholders, employees or former employees, or any family member of any such person, or any other person with whom Arway do not deal at arm's length;

(u) there are no termination or severance payments that will become payable to any directors or officers of Arway as a result of the consummation of any of the matters contemplated hereby;

(v) the operations of Arway are and have been conducted in compliance with all applicable laws, rules, regulations, orders and directions of government and other competent authorities, subject to exceptions which do not have an Arway Material Adverse Effect;

(w) no agent, broker, investment banker or other firm or person is or will be entitled to claim against Arway for any broker's or finder's fee or other commission or similar fee incurred by Arway in connection with any of, or the consummation of any of, the transactions contemplated hereby;

(x) Arway is not party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any (i) material joint venture or similar agreement; (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of Arway to compete in any line of business or with any person in any way, except in any case which would not reasonably be expected to result in an Arway Material Adverse Effect;

(y) Arway is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Arway to compete in any line of business, transfer or move any of its assets or operations;

(z) Arway does not maintain any insurance;

(aa) the documents and materials comprising the Public Record relating to Arway are in all material respects accurate and up to date and contain no misrepresentation, nor omit any facts, the omission of which makes the Public Record or any particulars therein, materially misleading or incorrect;

(bb) the Arway Disclosed Information, is accurate and correct in all material respects, and does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Arway which materially and adversely affects the affairs, prospects, operations or condition of the Assets or the Business, its assets and properties or its business which has not been set forth in the Arway Disclosed Information;

(cc) none of Arway or any other person associated with or acting on behalf of A Arway including, without limitation, any director, officer, agent or employee of Arway (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; (iii) violated any provision of the *Corruption of Foreign Public Officials Act*; or iv) made any other unlawful payment; and

(dd) none of Arway, or to the best of Arway's knowledge, after due inquiry, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed Arway or such other person under any material agreement and all such contracts are in valid and subsisting in full force and effect, enforceable in accordance with the terms thereof, and no event has occurred which with notice or lapse of time or both would constitute such a default by Arway or, to the best of Arway's knowledge, after due inquiry, any other party.

13. **General Conditions Precedent**.

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Transaction, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the Transaction shall be approved by the shareholders of Arway in accordance with the applicable provisions of the Act and the regulations of the CSE;

(b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation;

(c) all necessary regulatory and third party approvals to effect the transactions contemplated herein shall have been obtained, including the approval of the CSE to (i) the Transaction; (ii) the listing on the CSE of the Nextech to be issued in connection therewith; and (iii) the delisting of the Arway Shares from the CSE; and

(d) this Agreement shall not have been terminated pursuant to the terms hereof.

14. **Conditions to Obligations of Nextech**

The obligations of Nextech to consummate the transactions contemplated hereby and in particular the Transaction, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) each of the acts of Arway to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no Arway Material Adverse Change from and after the date hereof to the Effective Date;

(b) Nextech shall have received a certificate from a senior officer of Arway confirming that the conditions set forth in sections 13 and 14 hereof have been satisfied;

(c) the representations, warranties, covenants and agreements of Arway set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and shall be true and correct as of the Effective Date as if made by Arway immediately preceding the Amalgamation on the Effective Date; and

(d) the board of directors of Arway shall have adopted all necessary resolutions to permit the consummation of the Amalgamation and all related matters contemplated in connection therewith as set forth herein.

The conditions described above are for the exclusive benefit of Nextech and may be asserted by Nextech regardless of the circumstances, and such conditions may be waived by Nextech in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Nextech may have.

15. **Conditions to Obligations of Arway**.

The obligations of Arway to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) each of the acts of Nextech and Subco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no Nextech Material Adverse Change from and after the date hereof to the Effective Date;

(b) Arway shall have received a certificate from a senior officer of Nextech and Subco confirming that the conditions set forth in sections 13 and 15 hereof have been satisfied;

(c) the representations, warranties, covenants and agreements of Nextech and Subco set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and shall be true and correct as of the Effective Date as if made by Nextech and Subco immediately preceding the Amalgamation on the Effective Date (other than as a result of any changes in the total number of issued and outstanding securities and convertible securities of Nextech as expressly permitted hereby); and

(d) the board of directors of Nextech shall have adopted all necessary resolutions to permit the consummation of the Amalgamation and all related matters contemplated in connection therewith as set forth herein.

The conditions described above are for the exclusive benefit of Arway and may be asserted by Arway regardless of the circumstances, and such conditions may be waived by Arway in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Arway may have.

16. **Amendment**.

This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by shareholders of Arway in exchange for their Arway Shares without approval by such shareholders.

17. **Termination**.

This Agreement may be terminated:

(a) at any time prior to the issuance of the Certificate, by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of Arway;

(b) by Arway upon a material breach of this Agreement by Nextech or Subco; provided that Arway has provided notice to Nextech of such breach and Nextech has not cured such breach within 15 days of receiving such notice, and provided further that Arway is not in breach of any of its material obligations hereunder;

(c) by Nextech (on behalf of itself and Subco) upon a material breach of this Agreement by Arway; provided that Nextech has provided notice to Arway of such breach and Arway has not cured such breach within 15 days of receiving such notice, and provided further that neither Nextech nor Subco is in breach of any of its material obligations hereunder;

(d) at any time, by either Nextech (on behalf of itself and Subco) or Arway if the Certificate has not been issued by the Director on or before June 30, 2026, without further action on the part of the shareholders of Arway; or

(e) by any party hereto at any time prior to the Effective Date, in the event of either (i) any applicable regulatory authority, including the CSE, having notified either Arway or Nextech that it will not permit the Transaction to proceed; or (ii) shareholders of Arway not approving the Transaction or related matters contemplated herein in accordance with all applicable laws and the regulations of the CSE at a duly constituted meeting of shareholders.

Following the termination of this Agreement in accordance with any of the above provisions, this agreement will terminate but the provisions in Sections 19 (Costs and Expenses) and 21 (Confidentiality) shall remain binding and enforceable and in full force and effect. Notwithstanding the foregoing, no termination of this Agreement and nothing in this Section 17 will relieve any party to this Agreement of liability for wilful or intentional breach or any other liability arising prior to such termination.

18. **Survival**.

The representations and warranties of Subco, Arway, and Nextech contained in this Agreement or any document or certificate given pursuant hereto shall merge on the Effective Date.

19. **Costs and Expenses**.

The parties acknowledge and agree that, whether or not the transactions contemplated hereby are completed, all costs and expenses relating to the transactions contemplated by this Agreement will be paid by the party incurring same.

20. **Binding Effect**.

This Agreement shall be binding upon and enure to the benefit of the parties hereto.

21. **Confidentiality**.

All information provided to or received by the parties hereunder shall be treated as Confidential ("**Confidential Information**"). Subject to the provisions of this Section 21, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting or factual data shall not be unreasonably withheld. Subject to Section 24 hereof, in the event any party hereto proposes to publish any such information, it shall first provide to the others written notice by facsimile or email of the information proposed to be published at least one (1) Business Day prior to the publication of such information. In the event the parties receiving such written notice have not provided comments to the party sending such written notice within one (1) Business Day of the receipt of such written notice, the other party will be free to publish such information without further reference to the parties to whom such written notice was sent. The consent required by this Section 21 shall not apply to a disclosure to:

(a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction;

(b) a director, officer or employee of a party;

(c) an affiliate (within the meaning of the Act) of a party;

(d) legal counsel of a party;

(e) a consultant, contractor or subcontractor of a party that has a *bona fide* need to be informed;

(f) any third party to whom the disclosing party may assign any of its rights under this Agreement; or

(g) a bank or other financial institution from which the disclosing party is seeking equity or debt financing,

provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them for a period of not less than one year.

The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise:

(a) as of the date of this Agreement, was in the public domain;

(b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any governmental authority or judicial authority.

Notwithstanding the foregoing, the parties agree and acknowledge that Nextech and Arway shall each be required to file a copy of this Agreement on SEDAR+.

22. **Entire Agreement**.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

23. **Assignment**.

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

24. **Press Releases**.

Notwithstanding any other provision hereof, neither Arway nor Nextech shall make any announcement or disseminate any press releases in connection with the Transaction without the prior approval of the other as to timing, content and method, provided that this Section 24 shall not be interpreted so as to prohibit either Arway or Nextech from complying with its timely disclosure requirements under applicable Law or regulation after consultation with the other party.

25. **Further Assurances**.

Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

26. **Notice**.

Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by telecopy or email transmission to the following addresses:

(a) Nextech and Subco:

PO Box 64039, Toronto Rpo Royal Bank Plaza
Toronto, Ontario, M5J 2T6
Tel: 631-655-6733
Email: evan@nextechar.com

(b) Arway:

PO Box 64039, Toronto Rpo Royal Bank Plaza
Toronto, Ontario, M5J 2T6
Tel: 631-655-6733
Email: evan@nextechar.com

or to such other address as the party to or upon whom notice is to be given or served has communicated to the other parties by notice given or served in the manner provided for in this section. In the case of delivery or telecopy transmission, notice shall be deemed to be given on the date of delivery and in the case of mailing, notice shall be deemed to be given on the third Business Day after such mailing.

27. **Time of Essence**.

Time shall be of the essence of this Agreement.

28. **Currency**.

All references to dollars and "$" herein are references to Canadian currency.

29. **Governing Law**.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Master Agreement has been duly executed by the parties hereto as of the date first written above.

ARWAY CORP.

Per: *Anum Waqas*

Authorized Signatory

I have authority to bind the Corporation

NEXTECH3D.AI CORP.

Per: *Anum Waqas*

Authorized Signatory

I have authority to bind the Corporation

1001431017 ONTARIO INC.

Per: *Anum Waqas*

Authorized Signatory

I have authority to bind the Corporation