

## AMENDED AND RESTATED SHARE PURCHASE AGREEMENT

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THIS AMENDED AND RESTATED AGREEMENT (HEREIN, THE “AGREEMENT”) is made as of October 31, 2024 (the “Effective Date”).

**AMONG:**

**CRYPTOBLOX TECHNOLOGIES INC.**, a company incorporated under the laws of British Columbia [REDACTED]

(the “Purchaser”)

**AND:**

**BFT - BLOCKCHAIN FINTECH UNIPESSOAL LDA.**, a company incorporated under the laws of Portugal [REDACTED]

(the “Company”)

**AND:**

**THE PARTIES SET OUT IN EXHIBIT “A” HERETO**

(the “Vendors”)

(the Purchaser, the Company and the Vendors, each, a “Party”, and together the “Parties”)

**WHEREAS:**

- A. The Parties have previously entered into a share purchase agreement dated March 4, 2024 (the “Previous Agreement”);
- B. The Parties wish to amend and restate the Previous Agreement in order to modify the terms of the transactions contemplated thereunder through the entry into of this amended and restated share purchase agreement;
- C. The Parties have agreed to replace the Previous Agreement in its entirety with this Agreement;
- D. The Vendors own all of the outstanding securities in securities in the capital of the Company and the Vendors wish to sell the same to the Purchaser;
- E. the Purchaser wishes to purchase the same from the Vendors, subject to the terms and conditions set forth herein;
- F. the Company has applied for a virtual asset service provider license issued under the Portuguese jurisdiction (the “License”); and
- G. the Company owns a set of blockchain technology solutions in development (the “Solutions”, the “Owned Assets”).

**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:

1. **INTERPRETATION**

1.1 **Definitions.** The following terms have the meanings specified below:

- (a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of assessment, notice of reassessment, proceeding, litigation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;
- (b) “**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; *except 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;

- (c) **“App”** means the non-custodial cryptocurrency wallet mobile application with the functionality, specifications and design agreed upon between the Company and Purchaser, acting reasonably;
- (d) **“Applicable Laws”** means applicable provisions of constitutions, statutes, rules, regulations and orders of all governmental bodies and all orders and decrees of all courts, tribunals and arbitrators, including applicable securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable to the Parties;
- (e) **“Books and Records”** means: (a) all of the Company’s books of account, accounting records and other financial data and information; (b) the corporate records of the Company; (c) all services and purchase records, lists of suppliers and customers, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Company or the Target 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 Company or its Affiliates, including all data and information stored electronically or on computer related media;
- (f) **“Business Day”** means any day except Saturday, Sunday or any other day on which banks located in Vancouver, British Columbia are authorized or required by Applicable Laws to be closed for business.
- (g) **“Claim”** means the assertion or commencement of any Action;
- (h) **“Closing”** means the consummation of the transactions contemplated by this Agreement as of the Closing Date;
- (i) **“Closing Date”** means November 30, 2024, or such other date as the Parties may agree;
- (j) **“Closing Time”** means 10:00 am (Vancouver time) on the Closing Date;
- (k) **“Common Shares”** means the common shares of Purchaser;
- (l) **“Company Closing Certificate”** has the meaning ascribed thereto in Section 7.1(h);
- (m) **“Company Resolutions”** means certified copies of resolutions of the directors of the Company approving the transactions contemplated by this Agreement, including, without limitation, and the execution and delivery of this Agreement, the other Transaction Documents, and all other documents, instruments and agreements required to be executed and delivered by the Purchaser pursuant to this Agreement in such form and content as the Purchaser may require, acting reasonably;
- (n) **“Consideration Shares”** has the meaning ascribed to it in Section 2.2(a);
- (o) **“Disclosing Party”** has the meaning ascribed thereto in Section 6.3;
- (p) **“DRS Statement”** means, in relation to the Common Shares, written evidence from the book of entry of the issuance or holding of such shares issued to the holder by the transfer agent;
- (q) **“Encumbrance”** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, lien, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under any applicable

legislation, trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Company, or the Target Business;

- (r) **“Exchange”** means the Canadian Securities Exchange;
- (s) **“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; and (e) any public utility authority;
- (t) **“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority;
- (u) **“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: (i) trademarks, service marks, 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; (ii) all business names, corporate names, telephone numbers and other communication addresses owned or used in the Target Businesses; (iii) 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 internet companies and the content found thereon and related thereto, and URLs; (iv) 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; (v) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used in the Target Businesses; (vi) inventions, discoveries, trade secrets, processes, plans, methodologies, designs, architectures, research data, drawings, notes, laboratory books and protocols, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (vii) 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 the rights to file patent applications for the items described in in this paragraph in any country of the world; (viii) software; (ix) integrated circuit topographies and mask works; (x) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (xi) all rights to any Actions of any nature available to or being pursued by the Company or the Vendors to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, accounting, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages and accounting;
- (v) **“Interim Period”** means the period between the date of this Agreement and Closing;

- (w) **"IP Agreements"** means all licenses, sub-licenses, 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 any Intellectual Property that is used in or necessary for the development or conduct of the Target Businesses to which the Company is a party, beneficiary or otherwise bound;
- (x) **"IP Assets"** means all Intellectual Property that is owned by the Company that is used in or necessary for the pursuit or operation of the Target Businesses;
- (y) **"IP Prosecution Materials"** means all materials concerning the Target Businesses related to the drafting, filing, or negotiation of Intellectual Property registrations with any Governmental Authority;
- (z) **"IP Registrations"** means all IP Assets that are 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 trademarks, domain names, copyrights, industrial designs, issued and reissued patents and pending applications for any of the foregoing;
- (aa) **"Indemnified Party"** has the meaning ascribed thereto in Section 8.3;
- (bb) **"Law"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;
- (cc) **"Indemnifying Party"** has the meaning ascribed thereto in Section 8.3;
- (dd) **"Liabilities"** means 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;
- (ee) **"License"** has the meaning ascribed thereto in the Recitals hereto;
- (ff) **"Losses"** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges on a solicitor-client basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;
- (gg) **"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 Company, or (b) the ability of the Vendors or the Purchaser to consummate the transactions contemplated hereby on a timely basis;
- (hh) **"Owned Assets"** has the meaning ascribed thereto in the Recitals hereto;
- (ii) **"Person"** means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity;
- (jj) **"Purchased Shares"** means all the issued and outstanding common shares in the capital of the

Company;

- (kk) **"Purchaser Closing Certificate"** has the meaning ascribed thereto in Section 7.2(d);
- (ll) **"Purchaser Resolutions"** has the meaning ascribed thereto in Section 3.3(c);
- (mm) **"Receiving Party"** has the meaning ascribed thereto in Section 6.3;
- (nn) **"Representatives"** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents of such Person;
- (oo) **"License"** has the meaning ascribed thereto in the Recitals hereto;
- (pp) **"Target Business"** means the businesses carried on by the Company as of the Effective Date, including, without limitation, development of blockchain technology-based products that enable users to non-custodially store, and transact digital assets including converting them to fiat via an integrated on/off ramp.
- (qq) **"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 GST, 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 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 in any jurisdiction including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed;
- (rr) **"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;
- (ss) **"Terms Information"** has the meaning ascribed thereto in Section 6.4(b);
- (tt) **"Transaction"** means the acquisition by the Purchaser of the Purchased Shares pursuant to the terms of this Agreement;
- (uu) **"Transaction Documents"** means this Agreement, and all other agreements, instruments, share certificates and documents required to be delivered at the Closing;
- (vv) **"Warranties"** means the representations and warranties of the Company and the Vendors referred to in Section 4 of this Agreement and **"Warranty"** shall be construed accordingly; and

- 1.1 Other Definitions. Any words defined elsewhere in this Agreement shall have the particular meaning assigned to the words thereto.
- 1.2 Currency. In this Agreement, all references to money or payments or "\$" shall mean the lawful currency of

Canada and all payments made hereunder shall be made in that currency.

- 1.3 Entire Agreement. This Agreement (including Schedules) constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. The recitals set forth above are incorporated into this Agreement as material representations upon which both parties rely in entering into this Agreement.
- 1.4 Governing Law. This Agreement, and all claims or causes of action (whether at law or in equity, in contract or in tort) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Any action or proceeding arising out of or based upon this Agreement, may be brought in the courts of the Province of British Columbia, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.
- 1.5 Wording. Wherever the singular or masculine form is used in this Agreement, it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa, as the context or the parties require.
- 1.6 Schedules and Exhibits. The following schedules are attached to and incorporated in this Agreement by reference and deemed to be part of this Agreement:

(a) Exhibit A – Vendors and Allocation of Consideration Shares.

## **2. PURCHASE AND SALE**

- 2.1 On and subject to the terms and conditions of this Agreement, at the Closing Time, the Vendors shall sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser shall assume, purchase, and acquire from the Vendors, the Purchased Shares, all, free and clean of all Encumbrances.
- 2.2 Subject to the terms and conditions set forth herein, at the Closing Time, in consideration for the Purchased Shares, the Purchaser will issue to the Vendors an aggregate of 25,000,000 common shares of the Purchaser (the “**Consideration Shares**”) at a deemed price of \$0.20 CAD per Consideration Share, having an aggregate deemed value of CAD\$5,000,000, as allocated in accordance with Exhibit A hereto, subject to the policies of the applicable Exchange and Applicable Laws, on the Closing Date.
- 2.3 The Purchaser will issue to the Vendors additional common shares of the Purchaser (each, a “**Share**”) upon the Company’s completion of certain milestones (together, the “**Milestone Shares**”), as set out below and in accordance with Exhibit A:
  - (a) **First Milestone** - upon completion of development of the App, the Purchaser will issue to the Vendors a further 10,000,000 Shares in the aggregate, allocated between the Vendors in the same proportions as the Consideration Shares, at a deemed price of \$0.20 per Share;
  - (b) **Second Milestone** - upon the Company the Purchaser or an affiliate of the Purchaser earning its first \$500,000 in cumulative revenue from the App or any product developed and published, released, or otherwise distributed based on intellectual property belonging to the Company prior to the Closing (each, a “**Product**”), the Purchaser will issue to the Vendors a further 10,000,000 Shares in the aggregate, allocated between the Vendors in the same proportions as the Consideration Shares, at a deemed price of \$0.20 per Share;
  - (c) **Third Milestone** - upon the Company publishing, releasing, or otherwise distributing a Product (excluding the App), the Purchaser will issue to the Vendors a further 10,000,000 Shares in the aggregate, allocated between the Vendors in the same proportions as the Consideration Shares, at a deemed price of \$0.20 per Share.
  - (d) **Fourth Milestone** - upon the Company publishing, releasing, or otherwise distributing a second Product (excluding the App, and the Product used to exercise the Third Milestone), the Purchaser will issue to the Vendors a further 10,000,000 Shares in the aggregate, allocated between the Vendors in the same proportions as the Consideration Shares, at a deemed price of \$0.20 per Share.
- 2.4 If Milestone Shares become issuable pursuant to Section 2.3 of this Agreement, and before such Milestone Shares became issuable, the number of outstanding Shares is altered through (i) a subdivision of the Purchaser’s

outstanding Shares into a greater number of Shares, or (ii) a consolidation of the Purchaser's outstanding Shares into a smaller number of Shares, then the number of Milestone Shares then issuable shall be adjusted (increased or decreased) accordingly to preserve the economics of such issuance, in such manner as shall be determined by the Purchaser's board of directors, acting reasonably. Other additions or reductions to the Purchaser's share capital, including, but not limited to changes to the share capital through issuance of new Shares, mergers, demergers or share capital reductions shall not affect the number of Milestone Shares issuable pursuant to this Agreement.

### 3. **CLOSING**

3.1 **Closing.** Subject to the terms and conditions of this Agreement, Closing shall occur on the Closing Date.

3.2 **The Vendors' Closing Deliverables.** At the Closing, the Vendors shall deliver to the Purchaser the following:

- (a) share certificates or the equivalent representing the Purchased Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank to the Purchaser;
- (b) the Company Closing Certificate;
- (c) an updated central securities register of the Company reflecting the Purchaser as the registered holder of the Purchased Shares and the sole shareholder of the Company;
- (d) updated access codes to the online commercial registry excerpt of the Company;
- (e) information and credentials necessary to access and operate the Company's bank accounts;
- (f) waivers from each of the Vendors in relation to any pre-emptive right in respect of the sale of the other Vendor's ownership interests that may exist under the Company's by-laws or any other contract between the Vendors;
- (g) any required spousal consents to the transactions contemplated hereunder;
- (h) such other deliverables pursuant to Section 7.1; and
- (i) such other customary instruments, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.

3.3 **The Purchaser's Closing Deliverables.** At Closing, the Purchaser shall deliver to the Vendors the following:

- (a) share certificates or DRS statements representing the Consideration Shares registered in the Vendors' names;
- (b) the Purchaser Closing Certificate;
- (c) copies of resolutions of the directors of the Purchaser (the "**Purchaser Resolutions**") approving the transactions contemplated by this Agreement, including, without limitation, and the execution and delivery of this Agreement, the other Transaction Documents, and all other documents, instruments and agreements required to be executed and delivered by the Purchaser pursuant to this Agreement in such form and content as the Vendors may require, acting reasonably;
- (d) such other deliverables as are required to be delivered by the Purchaser pursuant to Section 7.2; and
- (e) such other customary instruments, filings or documents, in form and substance reasonably satisfactory to the Vendors, as may be required to give effect to this Agreement.

3.4 **The Parties' Joint Closing Deliverables.** At Closing, the Parties will tender to each other signed counterparts to a joint document formalizing the purchase and sale of the quotas representing the ownership interests of the Company with the Portuguese commercial registry and any related spousal consents required.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE COMPANY**

The Company and the Vendors hereby represent and warrant, jointly and severally, to the Purchaser, and hereby acknowledges that the Purchaser is relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- 4.1 Authority. Each of the Company and the Vendors has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by them as contemplated by this Agreement, and to perform their respective obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Company and the Vendors and the completion of the Transaction have been authorized by the directors of the Company and the Vendors and, subject to the execution of this Agreement by the Vendors, no other corporate proceedings on the part of the Company or the Vendors are necessary to authorize this Agreement or the completion by the Company and the Vendors of the Transaction. This Agreement has been executed and delivered by the Company and the Vendors and constitutes a legal, valid and binding obligation of each of them, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by the Company and the Vendors of this Agreement and the performance by the Company and the Vendors of their obligations hereunder and the completion of the Transaction, do not and will not result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any agreement, including any provision of:
- (a) the constating documents of the Company or the Vendors;
  - (b) any Applicable Laws; or
  - (c) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, license, permit or other instrument to which the Company or the Vendors is bound or is subject to or of which the Company or the Vendors is the beneficiary.
- 4.2 Organization. The Company has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct the Target Business as currently owned and conducted. The Company is registered, licensed, or otherwise qualified in each jurisdiction where the nature of its business or the location or character of the assets owned or leased by it requires it to be so registered, licensed or



otherwise qualified.

- 4.3 Subsidiaries and Other Interests. The Company has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons.
- 4.4 Title to Assets. The Company holds clear legal and beneficial title to the Owned Assets and the Solutions, free of all Encumbrances.
- 4.5 Title to Purchased Shares. The Vendors hold clear legal and beneficial title to the Purchased Shares, free of all Encumbrances, in such amounts as are indicated in Exhibit A hereto.
- 4.6 Non-Arm's Length Transactions. The Company has not engaged in any transaction with, made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any director, officer, employee or shareholder of the Company or any other person with whom the Company is not dealing at arm's length or any affiliate of any of the foregoing, except for amounts due as normal compensation or reimbursement of ordinary business expenses; and the Company is not a party to any contract or agreement with any director, officer, employee, or shareholder of the Company or any other person with whom the Company is not dealing at arm's length or any affiliate of any of the foregoing, other than employment or consulting agreements entered into in the ordinary course.
- 4.7 Employment Matters:
- (a) Except as disclosed to the Purchaser, there are no Contracts, written or oral, between the Company on one side, and any other party on the other side, relating to payment, remuneration or compensation for work performed or services provided or that would require any payment to be made as a result of the completion of the transactions contemplated in this Agreement.
  - (b) The Company is not party to a collective bargaining agreement, and no union or labour organization holds representation or collective bargaining rights in respect of any employee of the Company. To the knowledge of the Company, no organization has attempted or threatened to attempt to organize or establish any trade union or employee association with respect to the Company, including any certification or other representation.
  - (c) The Company has operated and is currently operating in compliance with all Applicable Laws relating to employees, including but not limited to employment standards, human rights, occupational health and safety and all pay equity and employment equity legislation, other than such non-compliance which would not reasonably be expected to have a Material Adverse Effect and there have been no employment related complaints against the Company.
  - (d) To the knowledge of the Company, there are no complaints, demands, actions, suits, claims, charges or proceedings of any kind, whether threatened, pending or reasonably anticipated, against the Company, relating to employees, pursuant to any Applicable Law, including but not limited to employment standards legislation, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation, labour relations legislation, privacy legislation, or any contract, statute or the common law, nor any occurrence which might lead to a complaint under any such Applicable Law.
  - (e) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation, labour relations legislation or privacy legislation which place any obligation upon the Company to do or refrain from doing any act or place a material financial obligation on the Company.
  - (f) Neither the execution and delivery of this Agreement nor the performance of the obligations of the Company thereunder will entitle any current or former employee of the Company to any severance pay, bonus or other similar payment.

- 4.8 Anti-Corruption. None of Company nor any director, officer, employee, consultant, or representative of Company or any of its subsidiaries (i) is or has been in violation of any applicable anti-bribery or anti-corruption laws, including the *Corruption of Foreign Public Officials Act* (Canada), or (ii) has directly or indirectly made, offered, promised, or authorized any payment, gift, promise or other advantage to any official associated in any manner with any governmental entity, government official or any political party for the purpose of influencing any such Person to obtain or retain improper advantage for Company or any of its subsidiaries, in violation of any Applicable Law.
- 4.9 Capitalization. the authorized capital of Company consists of an unlimited number of common shares without par value, of which one (1) Purchased Share is issued and outstanding. The Purchased Shares registered in the names of the Vendors are issued and outstanding as fully paid and non-assessable as of the date of this Agreement, free and clear of any and all trading restrictions (except pursuant to Applicable Laws, or as provided for herein and in the articles or notice of articles of Company), liens, charges or Encumbrances of any kind whatsoever. No Person currently has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement, warrant or option for the issue or allotment of any unissued shares in the capital of Company or any other security convertible into or exchangeable for any such shares, or to require Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital.
- 4.10 Ownership of Purchased Shares. all securities of Company have been and will be issued in compliance with all Applicable Laws. There are no outstanding contractual or other obligations of Company to repurchase, redeem or otherwise acquire any of Company's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Company having the right to vote with the holders of the outstanding Company Shares on any matters.
- 4.11 Litigation. Company is not a party to any adverse actions, suits or proceedings which could materially affect its business or financial condition, and to the best of Company's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- 4.12 Judgments. There are no judgments against Company which are unsatisfied, nor are there any consent decrees or injunctions to which Company is subject.
- 4.13 No Encumbrances on Securities. The Purchased Shares are validly issued and outstanding as fully paid and non-assessable shares of Company, free and clear of any and all liens, charges or Encumbrances of any kind whatsoever, other than restrictions on transfer imposed under Company's articles. The Purchased Shares are, and at Closing shall be, validly issued, fully paid and non-assessable, and free and clear of any and all trading restrictions (except pursuant to Applicable Laws, or as provided for herein and in the articles or notice of articles of Company), liens, charges or Encumbrances of any kind whatsoever.
- 4.14 No Restrictions on transfer. Company is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities.
- 4.15 Liabilities. There are no material liabilities of Company, whether direct, indirect, absolute, contingent or otherwise, except as disclosed in the Company's financial statements and as disclosed in Company's business records provided to the Purchaser and related to the ordinary course of business.
- 4.16 No Conflict. The execution and delivery of this Agreement and the performance of the Vendors' and the Company's obligations under this Agreement will not:
- (a) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of Company, or any indenture, mortgage, agreement, lease, license or other instrument of any kind whatsoever to which Company is a party, or by which each one of them is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which each one of them is bound; or
  - (b) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind

whatsoever by Company; or

- (c) violate the constating documents of Company, or any resolutions of the directors or shareholders of Company;

- 4.17 Real Property Leases. The Company does not hold title to any real property and does not hold any leasehold or other interest in any real property.
- 4.18 No Other Securities. The Purchased Shares are the only issued and outstanding “securities” of Company (as that term is defined in the *Securities Act* (British Columbia)).
- 4.19 Material Transactions. All of the material transactions of Company have been recorded or filed in, or with, the books or records of Company and the minute books of Company contain all records of the material meetings and proceedings of shareholders and directors of Company actually held since its incorporation, as well as the current constating documents of Company, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors.
- 4.20 No Litigation. There shall not be pending or threatened by any Governmental Entity any suit, action or proceeding (or by any other person any suit, action or proceeding which has a reasonable likelihood of success), (i) challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement or seeking to obtain from the Company any damages that are material in relation to the Company taken as a whole, (ii) seeking to prohibit or limit the ownership or operation by the Company of any material portion of the Target Business or the Owned Assets of the Company, (iii) seeking to impose limitations on the ability of any Vendor to acquire or hold, or exercise full rights of ownership of, any shares of Company, including, without limitation, the right to vote the Company’s outstanding securities on all matters properly presented to the shareholders of the Company or (iv) seeking to prohibit Company from effectively controlling in any material respect the business or operations of the Company.
- 4.21 Claims. There are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Company, threatened affecting Company or affecting its property or Owned Assets, at law or in equity before or by any Governmental Authority including matters arising under. Neither Company nor its Owned Assets or properties, is subject to any outstanding material judgment, order, writ, injunction or decree.

## **5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

- 5.1 The Purchaser hereby represents and warrants to the Vendors, and hereby acknowledges that the Vendors are relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows: Corporate Status of the Purchaser. The Purchaser has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct its business as currently owned and conducted.
- 5.2 Authority of the Purchaser. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Purchaser as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of the Transaction have been authorized by the directors of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the completion by the Purchaser of the Transaction. This Agreement has been executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors’ rights generally, and to general principles of equity. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser

of its obligations hereunder and the completion of the Transaction, do not and will not result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

- (a) the constating documents of the Purchaser;
- (b) any Applicable Laws; or
- (c) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, license, permit or other instrument to which the Purchaser is bound or is subject to or of which the Purchaser is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on the Purchaser.

- 5.3 Capitalization. Purchaser is authorized to issue an unlimited number of common shares. As of the date of this Agreement, there are 110,464,600 common shares in the Purchaser outstanding. All outstanding common shares in the Purchaser have been authorized and are validly issued and outstanding as fully paid and non- assessable shares, free of pre-emptive rights.
- 5.4 Consents. Other than as required under Applicable Laws or the policies of the applicable Exchanges, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the completion by the Purchaser of the Transaction other than consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on the Purchaser or the Transaction.
- 5.5 Material Changes. From the date of this Agreement, and other than in the ordinary course consistent with past practice, there has not been, with respect to the Purchaser, 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 on the Purchaser's business;
  - (b) amendment of the constating documents of the Purchaser
  - (c) material change in any method of accounting or accounting practice of the Purchaser or in the Purchaser'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;
  - (d) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings by the Purchaser or its creditors seeking to adjudicate the Purchaser as bankrupt or insolvent, making a proposal with respect to the Purchaser 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 Purchaser or for any substantial part of its assets;
  - (e) action by the Purchaser 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 Purchaser; and
  - (f) any contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.
- 5.6 Directors' Approval. The directors of the Purchaser have authorized the entering into of this Agreement, and

the performance of the Purchaser's obligations hereunder.

- 5.7 Exchange Listing. The issued and outstanding Common Shares of the Purchaser are listed and posted for trading on the applicable Exchanges.
- 5.8 No Cease Trade. The Purchaser is not subject to any cease trade or other order of the applicable Exchange or other securities authority and, to the knowledge of the Purchaser, no investigation or other proceedings involving the Purchaser that may operate to prevent or restrict trading of any securities of the Purchaser are currently in progress or pending before the applicable Exchange or other securities authority.
- 5.9 Full disclosure. No representation or warranty by the Purchaser in this Agreement or any certificate or other document furnished or to be furnished to the Vendors under this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

## **6. COVENANTS**

- 6.1 Conduct of Business Before the Closing. During the Interim Period, except as otherwise provided in this Agreement or consented to in writing by the Purchaser (which consent shall not be unreasonably withheld or delayed), the Company shall conduct the Target Business in the ordinary course consistent with past practice.
- 6.2 Access to Information. During the Interim Period, the Company shall (a) afford the Purchaser and its Representatives reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and any other documents and data related to the Target Business requested by the Purchaser; (b) furnish the Purchaser and its Representatives with such financial, operating and other data and information related to the Target Business as the Purchaser or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Company to cooperate with the Purchaser in its investigation of the Target Business. Any investigation under this Section 6.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Target Business. No investigation by the Purchaser or other information received by the Purchaser shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendors in this Agreement.
- 6.3 From and after the Effective Date, each Party (in this section, the "Receiving Party") shall hold, and shall use its commercially reasonable efforts to cause its Representatives to hold, in confidence any and all information, whether written or oral, concerning the other Parties (the "Disclosing Parties"), their businesses and assets, except to the extent that such the Receiving Party can show that such information (a) is generally available to and known by the public through no fault of the Receiving Party or its Representatives; or (b) is lawfully acquired by the Receiving Party or its Representatives from sources who are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If any Receiving Party or its Representatives are compelled to disclose any confidential information by judicial or administrative process or by other requirements of Applicable Laws, the Receiving Party shall promptly notify the relevant Disclosing Parties in writing and shall disclose only that portion of such information that the Receiving Party is advised by its counsel in writing is legally required to be disclosed, provided that the Receiving Party shall provide the Disclosing Parties, as applicable, with written notice of such requirement so that the Disclosing Parties may, at their sole cost and expense, obtain an appropriate injunction, protective order or other reasonable assurance that confidential treatment will be accorded such information and the Receiving Party shall provide reasonable assistance to cooperate with such efforts, at the relevant Disclosing Party's sole cost and expense.
- 6.4 Additional Confidentiality Obligations. Except for such disclosure as is necessary not to be in violation of any Applicable Laws, applicable Exchange policy, or valid court order or pursuant to any legal requirement or legal process of any Governmental Authority (in which case the disclosure must be made in accordance with Section 6.3), no Party shall, nor shall it permit any of its Representatives or Affiliates to, without the prior written consent (not to be unreasonably withheld) of the other Parties, disclose to any Person:
  - (a) the contents (or any part or summary thereof) of this Agreement or the other Transaction Documents;

- (b) any terms, conditions or other matters or arrangements that are being or have been discussed or negotiated in relation to the transactions contemplated by this Agreement or the other Transaction Documents ("**Terms Information**") except that a Party may disclose the Terms Information to its Representatives who have a reasonable need-to-know, *conditional upon*:
  - (i) prior to making any such disclosure, the Party first informs its Representatives of the confidential nature of the Terms Information and ensures that its Representatives are subject to confidentiality duties or obligations to it which are no less restrictive than the terms and conditions of this Section **6.4** and which limit any further disclosure or use of the Terms Information; and
  - (ii) such disclosure being the minimum amount necessary to satisfy the need-to-know.

6.5 Injunctive Relief. The Parties acknowledge that a breach or threatened breach of this Section **6.5** or of Section 6.6 would give rise to irreparable harm to the other, for which monetary damages would not be an adequate remedy, and hereby agree that, in the event of a breach or a threatened breach by either Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent equitable jurisdiction (without any requirement to post a bond or other security).

6.6 Closing Conditions. During the Interim Period:

- (a) the Vendors and the Company shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Purchaser's closing conditions set forth in Section 7.1;
- (b) the Purchaser shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Vendor's closing conditions set forth in Section 7.2; and

6.7 Unless otherwise required by Applicable Laws or applicable Exchange requirements (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser and the Company (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

6.8 Exchange Approval. The Purchaser will undertake commercially reasonable efforts to obtain the applicable Exchange approval, if required, to complete the transactions contemplated herein in accordance with the policies of the applicable Exchange.

6.9 Further Assurances. Following the Closing, each of the Parties hereto shall 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 and the other Transaction Documents.

## **7. CONDITIONS TO CLOSING**

7.1 Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are 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 Vendors and Company set out in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto will 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 (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 Vendors and Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date.
- (c) From the date of this Agreement, there will not have occurred any Material Adverse Effect, nor will 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.
- (d) The Company and Vendors (if applicable) will have delivered to the Purchaser duly executed counterparts of the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in this Agreement.
- (e) The Vendors will have delivered, or caused to be delivered, to Purchaser share certificates representing the Purchased Shares, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank.
- (f) The Company shall have delivered to the Purchaser a certificate of good standing in its jurisdiction of incorporation dated no more than two (2) business days prior to the Closing Date.
- (g) The Purchaser will have received the Company Resolutions.
- (h) The Purchaser will have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Purchaser, that each of the conditions set forth in Section **7.1(a)** and **7.1(b)** has been satisfied (the "Company Closing Certificate").
- (i) The Purchaser shall be satisfied, in its sole discretion, with the results of its due diligence investigations respecting the Company, its business and its assets.
- (j) The Vendors and Company shall have obtained any and all consents, approvals, orders or authorizations of, or declarations or filings with, any third party required to be obtained by the Company or the Vendors in connection with the execution and delivery of this Agreement or the completion by the Vendors and the Company of the Transaction, which for clarity includes any third party under a material contract or in connection with the transfer of any license or permit necessary for the ordinary operation of the Target Business.
- (k) The Company and the Vendors shall have delivered to the Purchaser such other documents or instruments as the Purchaser reasonably requests that are reasonably necessary to consummate the transactions contemplated by this Agreement.
- (l) The directors and officers of the Company shall have executed resignations from their roles with the Company, on acceptable terms to the Purchaser, acting reasonably.
- (m) The Company and the Vendors shall have delivered to the Purchaser all information necessary to access the Company's banking accounts, such information to include lock-out codes, pass-key numbers, passwords, communicator identification, programming information, crypto wallet and such other information as the Purchaser may request and the Vendors and the Company shall have taken all steps in their power to update the signatories on the Company's banking accounts to reflect the new ownership of the Company on the Closing.

The conditions set forth in this Section 7.1 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing.

7.2 Conditions to Obligations of the Vendors. The obligations of the Vendors to consummate the transactions contemplated by this Agreement are subject to the fulfillment or the Vendors' waiver, at or before the Closing, of each of the following conditions:

- (a) The representations and warranties of the Purchaser set out in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto will 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 (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 Purchaser will have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it on or before the Closing Date.
- (c) The Purchaser will have delivered to the Vendors duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.3.
- (d) The Vendors will have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Purchaser, that the warranties provided by the Purchaser under Section 5 are true and accurate as of the closing date (except for warranties that address matters only by reference to a specified date) and (ii) that the Company has performed and complied with all agreements, covenants and conditions required from it hereunder (the "**Purchaser Closing Certificate**").
- (e) The Vendors will have received the Purchaser Resolution.

The Purchaser shall have delivered to the Vendors a certificate of good standing for the Purchaser from the Registrar appointed under the Business Corporations Act (British Columbia) dated no more than two (2) business days prior to the Closing Date.

## 8. SURVIVAL

### 8.1 Survival.

- (g) 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 twelve (12) months from the Closing Date.
- (h) All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein.
- (i) 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.

8.2 Vendors and Company. Subject to the other terms and conditions of this Section 8, the Company and the Vendors shall defend, indemnify and hold harmless, on a joint and several basis, the Purchaser and its Representatives from and against all Losses, arising from or relating to:

- (i) any inaccuracy in or breach of any of the representations or warranties of the Vendors or the Company contained in this Agreement, the other Transaction Documents, or in any other document to be delivered hereunder;
- (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Company or the Vendors under this Agreement, the other Transaction Documents, or any other



document to be delivered hereunder.

- 8.3 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnify hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defence of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defence of any such Action with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defence of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defence and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to damages resulting therefrom. The Indemnifying Party shall not settle an Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).
- 8.4 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.
- 8.5 Cumulative Remedies. The rights and remedies provided in this Article 8 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## 9. TERMINATION

- 9.1 Termination. This Agreement may be terminated at any time before the Closing:
- (a) by the mutual written consent of the Parties;
  - (b) by the Purchaser by written notice to the Vendors if:
    - (i) the Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company or the Vendors under this Agreement that would give rise to the failure of any of the conditions specified in Section 7 and such breach, inaccuracy or failure has not been cured by the Vendors or the Company, as the case may be, within five (5) calendar days of, as the case may be, receipt of written notice of such breach from the Purchaser; or
    - (ii) any of the conditions set forth in Section 7.1 were not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing;
  - (c) by the Vendors by written notice to the Purchaser if:
    - (i) the Vendors are not then in material breach of any provision of this Agreement and there has been a material 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 Section 7 and such breach, inaccuracy or failure has not been cured by the Purchaser within five (5) calendar days of the Purchaser's receipt of written notice of such breach from the Vendors; or

- (ii) any of the conditions set forth in Section 7.2 were not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Vendors or the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or
  - (d) by the Purchaser or the Vendors if, prior to Closing, (i) there shall be any Applicable Laws that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have released a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.
- 9.2 In the event of the termination of this Agreement in accordance with this Section 9.2 no further force and effect and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.
- 9.3 Survival. The following provisions will survive termination of this Agreement: Sections 1, 6.3, 6.4, 6.5, 6.7, 8, 9.2, 9.3 and 10.

**10. MISCELLANEOUS**

- 10.1 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements 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.
- 10.2 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 e-mail 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 10.2):

If to the Vendors or the Company:

BFT-Blockchain FinTech Unipessoal LDA

[REDACTED]

Email:

Attention:

[REDACTED]

If to the Purchaser:

Cryptoblox Technologies Inc.

[REDACTED]

Email:

Attention:

[REDACTED]

- 10.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 10.4 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.

- 10.5 Entire Agreement. This Agreement, its Schedules, and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede 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, its Schedules and those in the other Transaction Documents, the statements in the body of this Agreement will control.
- 10.6 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. No 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 will relieve the assigning party of any of its obligations hereunder.
- 10.7 Third-Party Beneficiaries. The Parties do not confer any legal, equitable or other rights or remedies of any nature whatsoever under or by reason of this Agreement or the Transaction Documents upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.
- 10.8 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.
- 10.9 Governing Law; Forum.
- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
  - (b) Any action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby shall be brought in the courts of the Province of British Columbia, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding. Notwithstanding the foregoing, the Purchaser may apply for equitable or injunctive relief for any breach or threatened breach of this Agreement in any jurisdiction.
- 10.10 Independent Legal Advice; Interpretation. By signing this Agreement, each Party hereto acknowledges and confirms that: (a) such Party has either obtained independent legal advice with respect to the terms of this Agreement or that such Party has, despite having been given the opportunity to do so and being encouraged to do so, declined to seek independent legal advice with respect to the terms of this Agreement; (b) such Party understands the terms of, and such Party's rights, obligations, and releases under, this Agreement; and (c) no law or rule of construction shall be raised or used in which the provisions of the Agreement shall be construed in favor or against any party hereto because one is deemed to be the author thereof.

*[Signature Page to Follow]*

10.11 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, e-mail 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.

**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.

**BFT-BLOCKCHAIN FINTECH UNIPessoal LDA.**

*"signed"*

---

Authorized Signatory

**CRYPTOBLOX TECHNOLOGIES INC.**

*"signed."*

---

Authorized Signatory

**DR. EROSS HAJNALKA**

*"signed"*

---

Authorized Signatory

**FELICITOUS GLOBAL CAPITAL FZE**

*"signed"*

---

Authorized Signatory

**Exhibit "A"**

**Vendors and Allocation of Consideration**

<b>Name of Vendor</b>	<b>Number of Purchased Shares Held</b>	<b>Number of Consideration Shares to Receive on Closing</b>	<b>Number of Milestone Shares – First Milestone</b>	<b>Number of Milestone Shares – Second Milestone</b>	<b>Number of Milestone Shares – Third Milestone</b>	<b>Number of Milestone Shares – Fourth Milestone</b>
Dr. Eross Hajnalka	0.5	12,500,000	5,000,000	5,000,000	5,000,000	5,000,000
Felicitous Global Capital FZE	0.5	12,500,000	5,000,000	5,000,000	5,000,000	5,000,000