

## VOTING SUPPORT AGREEMENT

**THIS VOTING SUPPORT AGREEMENT** is dated as of November 16, 2024

### **AMONG:**

Each person executing this Agreement as “the Shareholder” set forth on the signature pages hereto (the “**Shareholder**”)

- and -

**1493819 B.C. LTD.**, a corporation existing under the laws of the Province of British Columbia (“**AcquireCo**”)

### **RECITALS:**

**WHEREAS** AcquireCo is proposing to acquire all of the issued and outstanding common shares (the “**Common Shares**”) in the capital of Banxa Holdings Inc. (the “**Company**”), for a bid price of at least CAD \$0.80 per Common Share (the “**Minimum Bid Price**”) subject to the terms and conditions to be set forth in an arrangement agreement between AcquireCo and the Company (the “**Arrangement Agreement**”), such proposed transaction referred to herein as the “**Proposed Transaction**”;

**AND WHEREAS** a draft copy of the Arrangement Agreement is hereby attached as an Exhibit to this Agreement (the “**Draft Arrangement Agreement**”);

**AND WHEREAS** it is contemplated that the Proposed Transaction will be effected pursuant to a statutory plan of arrangement (the “**Arrangement**”) under the provisions of the *Business Corporations Act* (British Columbia);

**AND WHEREAS** the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed in Schedule A hereto; and

**AND WHEREAS** this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereto agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, including the recitals:

“**affiliate**” of any person means, at the time such determination is being made, any other person controlling, controlled by or under common control with such first person, in each case, whether directly or indirectly, and “**control**” and any derivation thereof means the holding of voting securities of another person sufficient to elect a majority of the board of directors (or the equivalent) of such person;

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

**"Notice"** has the meaning ascribed thereto in Section 4.7; and

**"Parties"** means the Shareholder and AcquireCo, and **"Party"** means any one of them.

**"Subject Shares"** means the Common Shares listed on Schedule A and any Common Shares acquired, directly or indirectly, by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Common Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Shareholder or any of its affiliates.

## **1.2 Gender and Number**

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

## **1.3 Currency**

All references to dollars or to \$ are references to Canadian dollars.

## **1.4 Headings.**

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

## **1.5 Date for any Action**

A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a business day, or at 5:00 p.m. (Toronto Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

## **1.6 Governing Law**

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

## **1.7 Incorporation of Schedules**

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to AcquireCo (and acknowledges that AcquireCo is relying on these representations and warranties in completing the transactions contemplated hereby and which are to be contemplated by the Arrangement) the matters set out below:

- (a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.
- (b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) The Shareholder exercises control or direction over, and at the effective time of the Arrangement (the "**Effective Time**") and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares set forth opposite its name in Schedule A. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.
- (d) The Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by AcquireCo under the Arrangement will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all liens.
- (e) The Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by AcquireCo under the Arrangement, the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares set forth opposite its name in Schedule A.
- (f) No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto.
- (g) No consent, approval, order or authorization of, or declaration or filing with, any person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are to be contemplated by the Arrangement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

- (i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares; (ii) any contract to which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is a party or by which the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Shares is bound; (iii) any judgment, decree, order or award of any governmental authority; or (iv) any law.
- (k) The Shareholder, any affiliate of the Shareholder and any beneficial owner of the Subject Shares has currently, and at all times between the date hereof and the Effective Time will have, filed all reports, if any, required under applicable law in respect of the Subject Shares and have otherwise complied in all material respects with all applicable laws in respect of the Subject Shares.

## **2.2 Representations and Warranties of AcquireCo**

AcquireCo represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

- (a) AcquireCo is a limited liability company duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by AcquireCo and constitutes a legal, valid and binding agreement of AcquireCo enforceable against AcquireCo in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) None of the execution and delivery by AcquireCo of this Agreement or the compliance by AcquireCo with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of AcquireCo; (ii) any contract to which AcquireCo is a party or by which AcquireCo is bound; (iii) any judgment, decree, order or award of any governmental authority; or (iv) any law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any governmental authority is required to be obtained by AcquireCo in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by AcquireCo of the Arrangement, other than those which are to be contemplated by the Arrangement.
- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of AcquireCo, threatened against or affecting AcquireCo or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on AcquireCo's respective ability to

execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

### ARTICLE 3 COVENANTS

#### 3.1 Covenants of the Shareholder

- (a) The Shareholder hereby covenants with AcquireCo that from the date of the execution of the Agreement until the termination of this Agreement in accordance with its terms (the “**Expiry Time**”), the Shareholder will not, and the Shareholder will ensure that no beneficial owner of the Subject Shares will:
- (i) without having first obtained the prior written consent of AcquireCo, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction; *provided, however*, that, notwithstanding this Section 3.1(a)(i), at any time between the date of the execution of the Arrangement Agreement and the Effective Time, the Shareholder shall be permitted to sell, via the facilities of the TSX Venture Exchange, in one or more transactions, up to 1,000,000 Subject Shares;
  - (ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares; or
  - (iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.
- (b) The Shareholder hereby covenants, undertakes and agrees from the date of the execution of the Arrangement Agreement until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares listed opposite its name on Schedule A hereto:
- (i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the shareholder meeting to approve the Arrangement (the “**Shareholder Meeting**”); and
  - (ii) in any action by written consent of the securityholders of the Company,

in favour of the approval, consent, ratification and adoption of the shareholder resolutions concerning the Arrangement (collectively, the “**Arrangement Resolutions**”) and the transactions to be contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions to be contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Shares to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the management information circular of the Company in connection with the Arrangement (the “**Company Circular**”) and in any event at least 10 calendar days prior to the Shareholder Meeting and as far in advance as practicable of every adjournment or

postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolutions and any resolutions approving, consenting to, ratifying or adopting the transactions to be contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions to be contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Shareholder will provide copies of each such proxy or voting instruction form referred to above to AcquireCo at the address below concurrently with its delivery as provided for above.

- (c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.
- (d) The Shareholder hereby covenants, undertakes and agrees from the date of the execution of the Arrangement Agreement until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any Shareholder, any of the Company's subsidiaries or any other person: (i) in respect of any Acquisition Proposal or Superior Proposal (in each case, as such terms will be defined in the Arrangement Agreement) or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company or any subsidiary of the Company, other than the Arrangement; (ii) which, to the actual knowledge of the Shareholder would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that, to the actual knowledge of the Shareholder would result in a breach of any representation, warranty, covenant or other obligation of the Company to be contemplated in the Arrangement Agreement if such breach requires securityholder approval.
- (e) The Shareholder hereby covenants, undertakes and agrees, in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, the Shareholders, whether or not it may be recommended by the board of directors of the Company (the "**Board**"), not to, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Shares.
- (f) From the date of the execution of the Arrangement Agreement until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
  - (i) solicit proxies or become a participant in a solicitation in opposition to or competition with AcquireCo in connection with the Arrangement;
  - (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit AcquireCo in connection with the Arrangement;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with AcquireCo in connection with the Arrangement;
  - (iv) solicit, initiate or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any subsidiary of the Company or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by AcquireCo or an affiliate of AcquireCo);
  - (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by AcquireCo or an affiliate of AcquireCo); or
  - (vi) participate in or otherwise facilitate any effort or attempt by any other person to do or seek to do any of the foregoing.
- (g) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Shares will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions to be contemplated by the Arrangement Agreement.
- (h) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any person (other than AcquireCo) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.
- (i) At the request of AcquireCo or the Company, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a Shareholder to assist the Company and AcquireCo to successfully complete the Arrangement and the other transactions to be contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with AcquireCo and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each, a **"Proceeding"**), unless AcquireCo reimburses the Shareholder for such expenses or, at the request of the Shareholder, provides the Shareholder with the necessary funds to reasonably cover such expenses in advance of incurring such expenses.
- (j) The Shareholder hereby consents to:
- (i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, AcquireCo or any of their respective affiliates in connection with the transactions contemplated by this Agreement and to be contemplated by the Arrangement Agreement; and
  - (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval Plus (or SEDAR+).

- (k) Except as required by law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or to be contemplated by the Arrangement Agreement without the prior written approval of AcquireCo.
- (l) Notwithstanding anything to the contrary in this Agreement, the covenants set out in this Section 3.1 shall apply with effect as of the execution of the Arrangement Agreement.

### **3.2 Alternative Transaction**

In the event that, in lieu of or in conjunction with the Arrangement, AcquireCo seeks to complete the acquisition of the Common Shares other than as will be contemplated by the Arrangement Agreement on a basis that: (a) provides for economic terms which, in relation to the Shareholder and its affiliates which beneficially own Subject Shares, on an after-tax basis, are at least equivalent to or better than those to be contemplated by the Arrangement Agreement; and (b) is otherwise on terms and conditions not materially more onerous on the Shareholder and its affiliates which beneficially own Subject Shares than the Arrangement (any such transaction, an “**Alternative Transaction**”), then the Shareholder shall, during the term of this Agreement, upon request of AcquireCo, support the completion of such Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement, including by: (i) depositing or causing the deposit of its Subject Shares into an Alternative Transaction conducted by way of a take-over bid made by AcquireCo or an affiliate and not withdrawing them; and/or (ii) voting or causing to be voted all of the Subject Shares in favour of, and not dissenting or abstaining from, such Alternative Transaction proposed by AcquireCo and, in the event of any proposed Alternative Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to “Alternative Transaction” and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

## **ARTICLE 4 GENERAL**

### **4.1 Termination**

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Parties;
- (b) the acquisition of the Subject Shares by AcquireCo;
- (c) by the Shareholder upon notice in writing to the Company if, except as otherwise agreed to in writing by the Shareholder:
  - (i) the consideration in cash offered by AcquireCo to the holders of Common Shares pursuant to the Arrangement is less than the Minimum Bid Price; or
  - (ii) there is any change as between the Draft Arrangement Agreement and the Arrangement Agreement as it relates to: (A) the form of the consideration payable to the Shareholder; and (B) the inclusion of the 30-day "go-shop";
- (d) if the Arrangement Agreement is not entered into by the date which is ninety (90) days following the date hereof or the Arrangement is not completed by the date which is six (6) months following the date of the execution of the Arrangement Agreement; and
- (e) the termination of the Arrangement Agreement in accordance with its terms, provided that the Arrangement Agreement is terminated pursuant to a Superior Proposal.

#### 4.2 Time of the Essence

Time is of the essence in this Agreement.

#### 4.3 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

#### 4.4 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

#### 4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

#### 4.6 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

#### 4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

(a) if to AcquireCo:

Suite 2200, 885 West Georgia Street  
Vancouver, British Columbia  
V6C 3E8 Canada

Attention: Zafer Qureshi and Holger Arians  
E-mail: **[Redacted]**

**\*\*Confidential personal information\*\***

with a copy to:

Cassels Brock & Blackwell LLP  
Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance St.  
Toronto, Ontario  
M5H 0B4 Canada

Attention: **[Redacted]**  
E-mail: **[Redacted]**

(b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, (ii) if sent by overnight courier, on the next business day, or (iii) if sent by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

#### **4.8 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

#### **4.9 Successors and Assigns**

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties hereto, provided that AcquireCo may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, AcquireCo shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

#### **4.10 Expenses**

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement provided that each party (the "**breaching party**") shall pay the fees and disbursements of legal counsel to another party (the "**non-breaching party**") to the extent related to any Proceedings brought by a non-breaching party to enforce this Agreement as a result of a breach of any provision of this Agreement by the breaching party.

**4.11 Independent Legal Advice**

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

**4.12 Further Assurances**

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

**4.13 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**PURCHASER:**

**1493819 B.C. LTD.**

By: (signed) "Zafer Qureshi"  
Name: Zafer Qureshi  
Title: Executive Director & Co-CEO

**SHAREHOLDER:**

Accepted and agreed to with effect from the 16<sup>th</sup> day of November, 2024.

**DOMINET DIGITAL INVESTMENTS PTY LTD.**

By: (signed) "Domenic Carosa"  
Name: Domenic Carosa  
Title: Director

OR

*(Individual signatory)*

\_\_\_\_\_  
Name:

**SCHEDULE A**

<b>Name of Securityholder</b>	<b>Number of Common Shares</b>	<b>Number of Company Options</b>	<b>Number of Company Warrants</b>	<b>Number of Company Convertible Debentures</b>
Dominet Digital Investments Pty Ltd.	1,000,000	0	0	0

**Address for Notice:**

***[Redacted]***

**\*\*Confidential personal information\*\***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**PURCHASER:**

**1493819 B.C. LTD.**

By: (signed) "Zafer Qureshi"  
Name: Zafer Qureshi  
Title: Executive Director & Co-CEO

**SHAREHOLDER:**

Accepted and agreed to with effect from the 16<sup>th</sup> day of November, 2024.

**CAROSA CORPORATION BV**

By: (signed) "Domenic Carosa"  
Name: Domenic Carosa  
Title: Director

OR

*(Individual signatory)*

\_\_\_\_\_  
Name:

**SCHEDULE A**

<b>Name of Securityholder</b>	<b>Number of Common Shares</b>	<b>Number of Company Options</b>	<b>Number of Company Warrants</b>	<b>Number of Company Convertible Debentures</b>
Carosa Corporation BV	5,000,000	0	0	0

**Address for Notice:**

***[Redacted]***

**\*\*Confidential personal information\*\***