

VOTING SUPPORT AGREEMENT

THIS VOTING SUPPORT AGREEMENT is dated as of June 27, 2025.

AMONG:

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

- and -

OSL BNXA Acquisition Inc., a corporation existing under the laws of the Province of British Columbia (the “**Purchaser**”)

- and -

OSL Group Limited, a corporation existing under the laws of the Cayman Islands (the “**Parent**”)

RECITALS:

WHEREAS the Purchaser is proposing to acquire all of the issued and outstanding shares (the “**Shares**”) in the capital of Banxa Holdings Inc. (the “**Corporation**”), subject to the terms and conditions of the arrangement agreement (the “**Arrangement Agreement**”) dated as of the date hereof among the Corporation, the Parent and the Purchaser (collectively, the “**Transaction**”);

AND WHEREAS it is contemplated that the 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 (as defined below); 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

Section 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;

“**Alternative Transaction**” has the meaning ascribed thereto in Section 3.2;

“Arrangement” has the meaning ascribed thereto in the preamble;

“Arrangement Agreement” has the meaning ascribed thereto in the preamble;

“Arrangement Resolutions” has the meaning ascribed thereto in Section 3.1(2)(b);

“Board” has the meaning ascribed thereto in Section 3.1(5);

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in the City of Toronto, Ontario, the City of Vancouver, British Columbia or Hong Kong;

“Circular” has the meaning ascribed thereto in Section 3.1(2)(b);

“Claims” means, in respect of any matter, collectively, any and all claims, liabilities, demands, debts, accounts, covenants, agreements, obligations, costs, expenses, actions or causes of action of every nature, character or description relating to or arising out of, whether directly or indirectly, such matter;

“Controlled Specified Shareholder” has the meaning ascribed thereto in Section 3.1(12);

“Corporation” has the meaning ascribed thereto in the preamble;

“Corporation Excluded Claims” means any and all Claims that the Shareholder may have against the Corporation or its affiliates relating to or arising out of, whether directly or indirectly, by reason or as a consequence of: (i) fraud or wilful misconduct on the part of the Corporation; provided, that, the fraud or wilful misconduct on the part of the Corporation was not due to actions of the Shareholder or committed by the Shareholder; (ii) the Shareholder’s rights and entitlements under this Agreement; (iii) the Shareholder’s entitlement to coverage, protection, indemnification or benefits under (x) any insurance maintained for the benefit or protection of the directors and/or officers of the Corporation or its subsidiaries, (y) any indemnity agreement with the Corporation or its subsidiaries, or (z) the constating documents of the Corporation; and (iv) any and all Claims that cannot be released pursuant to applicable laws;

“Corporation Released Claims” means any and all Claims which the Shareholder now has or hereafter can, shall or may have against the Corporation or its affiliates arising out of or relating to any matter, event or circumstance existing or occurring on or prior to the date of this Agreement, other than the Corporation Excluded Claims;

“Effective Time” has the meaning ascribed thereto in Section 2.1(c);

“Expiry Time” has the meaning ascribed thereto in Section 3.1(1);

“Meeting” has the meaning ascribed thereto in the Arrangement Agreement;

“Parent” has the meaning ascribed thereto in the preamble;

“Parties” means, collectively, the Shareholder, the Parent and the Purchaser, and **“Party”** means any one of them;

“Proceeding” has the meaning ascribed thereto in Section 3.1(9);

“Prohibited Investments” has the meaning ascribed thereto in Section 3.1(12)(a);

“Purchaser” has the meaning ascribed thereto in the preamble;

“Purchaser Parties” means, collectively, the Parent and the Purchaser, and **“Purchaser Party”** means any one of them;

“Shareholder” has the meaning ascribed thereto in the preamble;

“Shareholder Meeting” has the meaning ascribed thereto in Section 3.1(2)(a);

“Shares” has the meaning ascribed thereto in the preamble;

“Subject Shares” means the Shares and other equity securities of the Corporation listed on Schedule A and any Shares or other equity securities of the Corporation acquired, directly or indirectly, by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Shares or other equity securities of the Corporation may be converted into, exchanged for or otherwise changed into and any Shares or other equity securities of the Corporation 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; and

“Transaction” has the meaning ascribed thereto in the preamble.

Section 1.2 Gender and Number

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

Section 1.3 Currency

All references to dollars or to \$ are references to Canadian dollars, unless stated otherwise.

Section 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.

Section 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.

Section 1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia 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 British Columbia and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 1.7 Incorporation of Schedules

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

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to the Purchaser Parties (and acknowledges that the Purchaser Parties are 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, except to the extent that certain Subject Shares may be sold by the Shareholder pursuant to and in accordance with Section 3.1(1)(a). Other than the Subject Shares, none of the Shareholder or any of its affiliates, beneficially owns, or exercises control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Corporation or any of its affiliates;
- (d) the Shareholder is, and immediately prior to the time at which the Subject Shares are acquired by the Purchaser 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, except to the extent that certain Subject Shares may be sold by the Shareholder pursuant to and in accordance with Section 3.1(1)(a);
- (e) the Shareholder has, and immediately prior to the time at which the Subject Shares are acquired by the Purchaser 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, except to the extent that certain Subject Shares may be sold by the Shareholder pursuant to and in accordance with Section 3.1(1)(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 Corporation'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; and
- (l) the Shareholder has not assigned, and will not assign, to any person, any Claims which he releases pursuant to this Agreement.

Section 2.2 Representations and Warranties of the Purchaser Parties

Each Purchaser Party 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) Such Purchaser Party is a 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 such Purchaser Party and constitutes a legal, valid and binding agreement of each Purchaser Party enforceable against such Purchaser Party 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 such Purchaser Party of this Agreement or the compliance by such Purchaser Party 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 such Purchaser Party; (ii) any contract to which such Purchaser Party is a party or by which such Purchaser Party 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 such Purchaser Party in connection with the execution and delivery of this Agreement, the performance by such Purchaser Party of its obligations under this Agreement and the consummation by such Purchaser Party 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 such Purchaser Party, threatened against or affecting such Purchaser Party or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on such Purchaser Party's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3 COVENANTS

Section 3.1 Covenants of the Shareholder

- (1) The Shareholder hereby covenants with the Purchaser Parties that from the date of this 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:
 - (a) without having first obtained the prior written consent of the Purchaser Parties, 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(1)(a) or anything to the contrary in this Agreement, the Shareholder shall be permitted, without the prior consent of the Purchaser Parties, to sell, via the facilities of the TSX Venture Exchange, in one or more transactions: (i) at any time between the date of this Agreement and the consummation of the Meeting, up to 1,000,000 Subject Shares, and (ii) at any time between the consummation of the Meeting and the Effective Time, any and all remaining Subject Shares;
 - (b) 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
 - (c) requisition or join in the requisition of any meeting of any of the securityholders of the Corporation for the purpose of considering any resolution.
- (2) The Shareholder hereby covenants, undertakes and agrees from time to time, 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:
 - (a) at any meeting of any of the securityholders of the Corporation 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
 - (b) in any action by written consent of the securityholders of the Corporation, 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(2), 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 Corporation in connection with the Arrangement (the “**Corporation Circular**”) and in any event at least ten (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 the Purchaser Parties at the address below concurrently with its delivery as provided for above.

- (3) 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.
- (4) The Shareholder hereby covenants, undertakes and agrees from time to time, 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 Corporation, any Shareholder, any of the Corporation’s subsidiaries or any other person: (a) in respect of any Acquisition Proposal or Superior Proposal (in each case, as such terms are 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 Corporation or any subsidiary of the Corporation, other than the Arrangement; (b) which 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 Corporation or any of its subsidiaries or their respective corporate structures or capitalization; or (c) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Corporation to be contemplated in the Arrangement Agreement if such breach requires securityholder approval.
- (5) 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 Corporation, 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.
- (6) 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:
 - (a) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser Parties in connection with the Arrangement;

- (b) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser Parties or their respective affiliates in connection with the Arrangement;
 - (c) act jointly or in concert with others with respect to voting securities of the Corporation for the purpose of opposing or competing with the Purchaser Parties in connection with the Arrangement;
 - (d) solicit, initiate, encourage 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 Corporation or any subsidiary of the Corporation 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 the Purchaser Parties or their respective affiliates);
 - (e) participate in any discussions or negotiations with any person (other than the Purchaser Parties) regarding 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 the Purchaser Parties or their respective affiliates);
 - (f) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, an Acquisition Proposal (other than an Acquisition Proposal made by the Purchaser Parties or their respective affiliates);
 - (g) 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 the Purchaser Parties or their respective affiliates); or
 - (h) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other person to do or seek to do any of the foregoing.
- (7) 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.
- (8) The Shareholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any person (other than the Purchaser Parties) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.
- (9) At the request of the Purchaser Parties or the Corporation, 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 Corporation and the Purchaser Parties to successfully complete the Arrangement and the other transactions to be contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with the Purchaser Parties and the Corporation 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 the Purchaser Parties reimburse the Shareholder for such expenses or, at the request of the Shareholder and with the approval of the Purchaser, such

approval not to be unreasonably withheld, the Purchaser Parties provide the Shareholder with the necessary funds to reasonably cover such expenses in advance of incurring such expenses.

- (10) The Shareholder hereby consents to:
- (a) details of this Agreement being set out in any press release, information circular, including the Corporation Circular, and court documents produced by the Corporation, the Purchaser Parties or any of their respective affiliates in connection with the transactions contemplated by this Agreement and to be contemplated by the Arrangement Agreement, provided that any details regarding the Shareholder contained in any such document shall only be to the extent required by law and the Shareholder shall be given a reasonable opportunity to review any document that names the Shareholder prior to filing; and
 - (b) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval Plus (or SEDAR+).
- (11) 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 the Purchaser Parties.
- (12) The Shareholder hereby covenants, undertakes and agrees that, from and after the Effective Time and until the date that is twenty-four (24) months following the Effective Time, the Shareholder and any Person that the Shareholder controls, directly or indirectly (each, a “**Controlled Specified Shareholder**”), will not:
- (a) own, acquire or agree to acquire any shares, partnership interests, loans, indebtedness or any other form of securities (including options to acquire the foregoing and any securities convertible or exchangeable into any of the foregoing, in the Parent, the Purchaser, the Corporation or, to the knowledge of the Shareholder, any entity that derives more than 10% of its value from the Purchaser or the Corporation (all such property, “**Prohibited Investments**”), which entities, as of the date hereof, are set out in Schedule “B”; and
 - (b) cause, direct or consent to any corporation in which the Shareholder or a Controlled Specified Shareholder is a “specified shareholder” for purposes of subparagraph 88(1)(c)(vi) of the *Income Tax Act* (Canada) owning, purchasing or acquiring, directly or indirectly, any Prohibited Investments,

in each case, other than as a result of the indirect ownership, purchase or acquisition by the Controlled Specified Shareholder of Prohibited Property by way of investment in an investment fund, index replicating fund or mutual fund (or like investment vehicles) over which the Controlled Specified Shareholder does not have any influence. Upon the written request of the Shareholder, the Purchaser Parties shall provide an updated Schedule “B” to the Shareholder from time to time.

Section 3.2 Alternative Transaction

In the event that, in lieu of or in conjunction with the Arrangement, the Purchaser Parties seek to complete the acquisition of the 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 the Purchaser Parties, 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 the Purchaser Parties 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 the Purchaser Parties 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.

Section 3.3 Release

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Shareholder, effective upon the Effective Time, the Shareholder hereby releases and forever discharges the Corporation and affiliates of and from any and all Corporation Released Claims, and the Shareholder hereby agrees that he shall forever refrain and forebear from commencing, instituting, prosecuting or otherwise attempting to collect or enforce any of the Corporation Released Claims.

ARTICLE 4 GENERAL

Section 4.1 Termination

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

- (a) the mutual agreement in writing of the Parties;
- (b) the termination of the Arrangement Agreement in accordance with its terms;
- (c) written notice by the Shareholder to the other Parties, if:
 - (i) subject to Section 4.3, any representation or warranty of the Purchaser Parties under this Agreement is untrue or incorrect in any material respect;
 - (ii) without the prior written consent of the Shareholder, there is any decrease or change in the form of consideration payable or deliverable to the Shareholder in exchange for the securities of the Shareholder, as set out in the Arrangement Agreement; or
 - (iii) subject to Section 4.3, any of the Purchaser Parties has not complied in any material respect with any of its covenants contained herein,

provided, however, that, at the time of such termination, the Shareholder is not in material default in the performance of their obligations under this Agreement;

- (d) written notice by the Purchaser Parties to the Shareholder, if:
 - (i) subject to Section 4.3, any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or
 - (ii) subject to Section 4.3, the Shareholder has not complied in any material respect with its covenants contained herein,

provided, however, that, at the time of such termination, the Purchaser Parties are not in material default in the performance of their obligations under this Agreement; and

- (e) the Effective Time.

Section 4.2 Time of the Essence

Time is of the essence in this Agreement.

Section 4.3 Notice and Cure Provisions

- (1) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the termination of this Agreement of any event or state of facts which occurrence or failure would, or would be likely to give rise to a right of termination by the other Party pursuant to Section 4.1(b) or Section 4.1(e). Notification provided under this Section 4.3 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto).
- (2) The Shareholder may not exercise its right to terminate this Agreement pursuant to Section 4.1, and the Purchaser Parties may not exercise their right to terminate this Agreement pursuant to Section 4.1, unless the Party seeking to terminate the Agreement delivers a written notice to the other Parties specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered prior to the Shareholder Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (a) two business days prior to the Shareholder Meeting, and (b) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered, if such matter has not been cured by such date. If any such notice is delivered after the date of the Shareholder Meeting, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered.

Section 4.4 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.

Section 4.5 Treatment of Convertible Securities

The Shareholder, on behalf of itself and its affiliates that hold any Subject Shares (whether of record and/or beneficially), hereby irrevocably and unconditionally agrees to, approves and consents to the treatment of the options, warrants and convertible debentures of the Corporation under the Arrangement.

Section 4.6 Equitable Relief

The Parties agree that irreparable damage would occur for which money damages or other legal remedies 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. Accordingly, in the event of any such breach, any aggrieved Party shall be entitled to seek the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and each Party will (and hereby does) waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

Section 4.7 Fiduciary Duty

If the Shareholder or any securityholder, director or officer of the Shareholder or any of its affiliates is also an officer or a director of the Corporation, nothing herein shall restrict or limit such person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Corporation or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement; provided, that, the Shareholder acknowledges and agrees that the performance of such duties as a director or officer of the Corporation may not impact the Shareholder's obligations under this Agreement, including Article 3. The Purchaser Parties hereby agree that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as Shareholder.

Section 4.8 Waiver; Amendment

Any Party may (a) extend the time for the performance of any of the obligations or acts of any other Party, (b) waive compliance, except as provided herein, with any other Party's agreements, or (c) waive inaccuracies in any other Party's representations or warranties contained herein or in any document delivered by such other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of the Party to be bound by the waiver and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. 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. Each Party hereto also agrees and confirms that any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by all of the Parties.

Section 4.9 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. There are no other representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matters of this Agreement, except as expressly provided herein. Except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder.

Section 4.10 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail (provided confirmation of receipt is acknowledged by return electronic mail from the recipient) and addressed to the recipient as follows:

- (a) if to the Purchaser Parties: **** Confidential Personal Information ****

[Redacted]

Attention: Directors
E-mail: [Redacted]

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

**** Confidential Personal Information ****

Attention: Ramandeep Grewal and Meghan Jones

Email: [REDACTED] and [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: (a) 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 the place of receipt), and otherwise on the next Business Day; (b) if sent by overnight courier, on the next Business Day; or (c) if sent by electronic mail, upon confirmation of receipt by the recipient if it is a Business Day and confirmation was received prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day. 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 outside 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 outside legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 4.11 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.

Section 4.12 Successors and Assigns

This Agreement becomes effective only when executed by each of the Parties. After that time, it will be binding upon and enure to the benefit of each of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties, except that the Purchaser Parties may assign all or any portion of their respective rights and obligations under this Agreement to any of their respective affiliates which agrees to be bound by the applicable covenants of the Purchaser Parties contained herein and comply with the applicable provisions of this Agreement, but none of any such assignments shall: (a) relieve the Purchaser Parties of their obligations hereunder and the Purchaser Parties shall continue to be fully liable on a joint and several basis with any such entity, to the Corporation for any default in performance by the assignee of the Purchaser Parties' obligations hereunder; or (b) impair, delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 4.13 No Third Party Beneficiaries

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 4.14 Expenses

All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereunder shall be paid by the Party incurring such expenses.

Section 4.15 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.

Section 4.16 Further Assurances

Subject to the provisions of this Agreement, the Parties will, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as any other Party may, either before or after the Effective Time, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 4.17 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by e-mail), each of which is deemed to be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Transmission of an executed signature page (executed by hand or by electronic means via a medium recognized by all Parties, including .pdf format or "DocuSign") by facsimile, email or other electronic means is as effective as a manually executed counterpart. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such 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 as of the date first above written.

PARENT:

OSL GROUP LIMITED

By: (signed) "Gary Ka Chun Tiu"
Name: Gary Ka Chun Tiu
Title: Director

PURCHASER:

OSL BNXA ACQUISITION INC.

By: (signed) "Gary Ka Chun Tiu"
Name: Gary Ka Chun Tiu
Title: Director

SHAREHOLDER:

Accepted and agreed to with effect from the 27th day of June, 2025.

CAROSA CORPORATION B.V.

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

OR

(Individual signatory)

Name:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PARENT:

OSL GROUP LIMITED

By: (signed) "Gary Ka Chun Tiu"
Name: Gary Ka Chun Tiu
Title: Director

PURCHASER:

OSL BNXA ACQUISITION INC.

By: (signed) "Gary Ka Chun Tiu"
Name: Gary Ka Chun Tiu
Title: Director

SHAREHOLDER:

Accepted and agreed to with effect from the 27th day of June, 2025.

DOMINET DIGITAL INVESTMENTS PTY LTD.

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

OR

(Individual signatory)

Name:

SCHEDULE A

Name of Securityholder	Number of Shares	Number of Corporation Options	Number of Corporation Warrants	Number of Corporation Convertible Debentures
CAROSA CORPORATION B.V.	4,600,000	0	0	0
DOMINET DIGITAL INVESTMENTS PTY LTD.	1,000,000	0	0	0

Address for Notice:

████████████████████

**** Confidential Personal Information ****

██

SCHEDULE B

**** Redacted - Commercially Sensitive Information ****