

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K/A

Amendment No. 1

(Mark One)

- ☒ ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- ☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT

For the fiscal year ended **May 31, 2025**

000-56288

(Commission file number)

Karbon-X Corp.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

82-2882342

(IRS Employer Identification No.)

**6575 West Loop South, Suite 500
Bellaire, TX 77401**

844-462-3637

(Address and telephone number of principal executive offices)

910 7th Ave SW, Calgary, AB, Canada T2P 3N8

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act: **Common Stock, \$0.001 par value**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in the definitive proxy or information statement incorporated by reference in Part III of this Form 10-K or amendment to Form 10-K. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐
Non-accelerated filer ☐
(Do not check if a smaller reporting company)

Accelerated filer ☐
Smaller reporting company ☒
Emerging growth company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates as of August 31, 2025 was \$32,131,927.

At September 12, 2025, the registrant had 86,973,148 shares of common stock issued and outstanding, of which 14,028,933 shares of common stock issued and outstanding were held by officers and directors, valued at \$9,118,806

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Explanatory Note

This Amendment No. 1 (the “Amendment”) to the Company’s Annual Report on Form 10-K for the year ended May 31, 2025, filed with the Securities and Exchange Commission on September 15, 2025 (the “Original Report”), is being filed solely to add exhibits that were inadvertently omitted from the Original Report, including the Company’s Inline XBRL exhibits.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS AND INFORMATION

This Annual Report on Form 10-K, the other reports, statements, and information that we have previously filed or that we may subsequently file with the Securities and Exchange Commission, or SEC, and public announcements that we have previously made or may subsequently make include, may include, incorporate by reference or may incorporate by reference certain statements that may be deemed to be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and are intended to enjoy the benefits of that act. Unless the context is otherwise, the forward-looking statements included or incorporated by reference in this Form 10-K and those reports, statements, information and announcements address activities, events or developments that Karbon-X Corp. (hereinafter referred to as “we,” “us,” “our,” “our Company” or “Karbon-X”) expects or anticipates, will or may occur in the future. Any statements in this document about expectations, beliefs, plans, objectives, assumptions or future events or performance are not historical facts and are forward-looking statements. These statements are often, but not always, made through the use of words or phrases such as “may,” “should,” “could,” “predict,” “potential,” “believe,” “will likely result,” “expect,” “will continue,” “anticipate,” “seek,” “estimate,” “intend,” “plan,” “projection,” “would” and “outlook,” and similar expressions. Accordingly, these statements involve estimates, assumptions and uncertainties, which could cause actual results to differ materially from those expressed in them. Any forward-looking statements are qualified in their entirety by reference to the factors discussed throughout this document. All forward-looking statements concerning economic conditions, rates of growth, rates of income or values as may be included in this document are based on information available to us on the dates noted, and we assume no obligation to update any such forward-looking statements. It is important to note that our actual results may differ materially from those in such forward-looking statements due to fluctuations in interest rates, inflation, government regulations, economic conditions and competitive product and pricing pressures in the geographic and business areas in which we conduct operations, including our plans, objectives, expectations and intentions and other factors discussed elsewhere in this Report.

Certain risk factors could materially and adversely affect our business, financial conditions and results of operations and cause actual results or outcomes to differ materially from those expressed in any forward-looking statements made by us, and you should not place undue reliance on any such forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made and we do not undertake any obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. The risks and uncertainties we currently face are not the only ones we face. New factors emerge from time to time, and it is not possible for us to predict which will arise. There may be additional risks not presently known to us or that we currently believe are immaterial to our business. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. *If any such risks occur, our business, operating results, liquidity and financial condition could be materially affected in an adverse manner. Under such circumstances, you may lose all or part of your investment.*

The industry and market data contained in this report are based either on our management's own estimates or, where indicated, independent industry publications, reports by governmental agencies or market research firms or other published independent sources and, in each case, are believed by our management to be reasonable estimates. However, industry and market data is subject to change and cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey of market shares. We have not independently verified market and industry data from third-party sources. In addition, consumption patterns and customer preferences can and do change. As a result, you should be aware that market share, ranking and other similar data set forth herein, and estimates and beliefs based on such data, may not be verifiable or reliable.

Item 1. Description of Business

Karbon-X Corp (or "Karbon-X" or "the Company") is a public Nevada corporation that offers investors exposure to certified carbon credits which are a key instrument used by both individuals and corporations to achieve their carbon neutral and net-zero carbon goals. The company is environmental, social and governance (ESG) principled and focuses on partnering with high-quality projects and/or companies that generate or are actively involved in the voluntary carbon credit market.

Karbon-X Corp is focused on customized transactional options for corporations to offset their carbon footprint and provides scalable access to the Verified Emissions Reduction markets. Karbon-X is changing the marketing framework of traditional carbon marketing by engaging with the public in order to fund multiple forms of technology-based greenhouse gas reduction builds.

Carbon Credit Generation

Karbon-X Corp has begun purchasing verified carbon credits from numerous vendors and intends to resell these credits to both industry and the general public. The Company has already begun funding projects in order to generate Karbon-X Corp carbon credits of its own. Once verified these projects will generate carbon credits that will be sold on its proprietary APP platform.

Developments

During the year ended May 31, 2025, the Company sold 1,926,742 shares at \$.90 per share for total proceeds of \$1,712,099.

On March 31, 2025, the Company converted a loan for \$350,000 principal and \$16,724 interest into 407,471 shares at a price of \$.90 per share.

On March 31, 2025, the Company issued 57,875 shares at \$2.04 per share for compensation of \$118,007.

On May 22, 2025, the Company converted 360,000 options related to its stock option plan into 205,715 shares via a cashless exercise.

On May 15, 2025, 10,400 warrants were exercised in a cashless exercise for 7,429 shares.

On June 1, 2025, the Company entered into an Asset Purchase Agreement with Allcot AG to acquire specified assets (including certain subsidiary shares, intellectual property, database, project pipeline, and contract rights) for cash consideration of \$350,000.

Historical Company Information

Karbon-X was incorporated in the State of Nevada on September 31, 2017 under the name Cocoluv, Inc. The articles provided for 200,000,000 authorized shares. At that time Reymund Guillermo was appointed as sole officer and director. On June 9, 2020, the Corporation filed a Certificate of Amendment with the State of Nevada effectuating a 50 for 1 forward stock split. On March 1, 2022, a change of control occurred when Mr. Guillermo resigned as director and all executive officer positions with the Company. Concurrent with Mr. Guillermo's resignation, Mr. Chad Clovis was appointed as CEO, Director and President.

On February 21, 2022 Karbon-X Corp, formerly known as Cocoluv, Inc., a Nevada Corporation ("Karbon-X") entered into a Reorganization and Stock Purchase Agreement (the "Reorganization Agreement") to acquire 100% of the issued and outstanding equity of Karbon-X Project, Inc., a British Columbia company ("Karbon-X Project"). Effective March 21, 2022, the parties closed the Reorganization Agreement. As part of the transaction, the majority shareholder of Karbon-X delivered 64,897,000 shares of common stock to shareholders of Karbon-X Project and certain other designees.

The Company's principal office is located at 6575 West Loop South, Suite 500, Bellaire, TX 77401. Our telephone number is 844-462-3637. The Company email is info@karbon-x.com.

Competition

Many of our competitors have greater resources that may enable them to compete more effectively than us in the carbon credit industry.

The industry in which we operate is subject to intense and increasing competition. Some of our competitors have a longer operating history and greater capital resources and facilities, which may enable them to compete more effectively in this market. We expect to face additional competition from existing licensees and new market entrants, who are not yet active in the industry. If a significant number of competitors develop, we may experience increased competition for market share and may experience downward pricing pressure on our products as new entrants increase production. Such competition may cause us to encounter difficulties in generating revenues and market share, and in positioning our products in the market. If we are unable to successfully compete with existing companies and new entrants to the market, our lack of competitive advantage will have a negative effect on our business and financial condition.

We have identified many of our key competitors including the following:

Indigo Carbon

As the name most recognized name in the farming community, Indigo Carbon has an impressive list of well known corporate buyers like The North Face, Blue Bottle Coffee, and JP Morgan Chase. While Indigo is touted as a leader in the emerging industry, it may not be the best option for all. Indigo carbon has a proprietary software platform that allows farmers to easily input data from enrolled fields. After enrolling, farmers have access to Indigo's agronomists and support teams to help implement changes and answer questions. Farmers only get paid for adopting new practices (ie. cover cropping, no-till, reduced N fertilizer, etc.), so if a farmer has been cover cropping for years, they are unlikely to be eligible. Right now they only service specific states (Arkansas, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Minnesota, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, and Texas).

Nori

Nori is a blockchain-enabled company whose sole mission is to be a leading carbon marketplace. Unique to the carbon-removal industry, they are powered by cryptocurrency. Through this pioneering approach, they hope to create efficient and transparent carbon removal transactions. Companies can purchase NORI tokens (whose price depends on the market price of a carbon removal credit at time of purchase). Once it has a NORI token, the company can exchange it for an NRT (or Nori Removal Token). Farmers create NRTs when they sequester 1 ton of CO₂. That NRT translates into a NORI token which is priced at market value and can be sold.

TruCarbon by TruTerra

TruTerra is a subsidiary of Land O'Lakes – the world's largest farmer owned cooperative. The current state of the program is only available to farmers with data from 2016-2020. They have a tool called Truterra Insights Engine that allows farmers to aggregate data from the past five years in a format best suited to enroll in a carbon program. Enrollment is contingent upon committing to a 20 year reporting period using the Truterra Insights Engine (carbon reporting contracts are similar to conservation easements, meaning that they can be transferred in the case of transfer of property).

Bayer Carbon Initiative

Bayer's recently announced Carbon Initiative is still in its beginning phases with very little public detail. That said, they (like many of the other carbon credit companies on this list), will only pay farmers for adopting new cover crop or no-till/strip till practices. Bayer is a hugely influential food and agriculture company in its own right, so they have the resources and expertise to roll out a strong program after this pilot season.

Nutrien Ag

Nutrien's core businesses are creating seeds, fertilizers, herbicides, and software to optimize farm performance. In November 2020 they announced their involvement in the carbon marketplace. Nutrien has a deep bench of agronomists on staff to provide guidance for newly enrolled farmers, so entering the market may have additional benefits for farmers looking for guidance on how best to sequester carbon. As a global retailer they have plenty of connections to influential companies who might be interested in purchasing carbon credits once the program is officially launched.

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Carbon Streaming Corp

Under stream agreements, Carbon Streaming Corp. makes upfront and ongoing delivery payments to project developers for future carbon credits. This financing structure creates carbon credit projects that reduce emissions in a sustainable manner. Our streams and investments then provide us with a diversified portfolio of carbon credits with exposure to potential rising carbon prices.

Base Carbon

Base Carbon partners with corporations, sovereign entities, academic institutions and carbon reduction project developers to produce and commercialize verified carbon credits. Base Carbon differentiates itself through sourcing and underwriting and financing the maturation of nature and technology based carbon reduction credit projects. Base Carbon seeks to simplify the carbon credit economy and become a financier within the voluntary carbon markets.

Climeworks

Climeworks develops, builds and operates direct air capture machines. Climeworks captures carbon dioxide directly from the air; removing CO₂ emissions. The air-captured carbon dioxide can either be recycled and used as a raw material, or completely removed from the air by safely storing it. Climework's machines consist of modular CO₂ collectors that can be stacked to build machines of any size.

Sales

The Company's main revenue streams include industrial sales and subscription-based sales through a mobile APP and carbon credit trading.

Industrial Sales

Karbon-X Corp primarily operates in the voluntary carbon offset market. The Company sells carbon offsets to mining, forestry, civic earthworks, transportation and oil and gas servicing companies based on their total fossil fuel consumption for individual projects. This simple platform offers companies a way to reach their carbon neutrality goals while supporting CO₂ reducing projects for years to come.

When companies purchase carbon offsets from Karbon-X Corp directly to offset their fossil fuel consumption the credits are retired in the name of the customer which provides transparency.

Subscription Based Sales

The general public is able purchase carbon offsets from a mobile APP that is subscription based, with multiple levels of investment for every budget. Each subscription will support CO₂ reducing projects such as direct air capture, green hydroelectric energy production, or reforestation and will reduce greenhouse gas emissions with provable, verifiable carbon credits. The APP was soft-launched in 2023 and was completed and made publicly available in March 2025.

Karbon-X Corp allows the general public to offset their greenhouse gas emissions from daily life with a subscriber-based APP which is shareable on social media.

Totally Covered	Exceptional Reduction	Doing Your Part
Permanently offset 400 kg of CO ₂ /month, 4800 kg of CO ₂ /year	Permanently offset 300kg of CO ₂ /month, 3600KG of CO ₂ /year.	Permanently offset 200kg of CO ₂ /month, 2400kg of CO ₂ /year
200 kg per year is 60 days of central heating in a home!	600kg per year is 1,460 miles/2,350km driving in a car!	360 kg per year is 13 month energy used for one light bulb!
\$19.99/month	\$14.99/month	\$9.99/month
\$199.99/year	\$149.99/year	\$99.99/Year

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Marketing

The Company is working with a combination of outsource marketing and influencer firms, as well as, developing internal marketing resources to launch its APP globally.

APP Development

The Karbon-X APP was soft-launched in 2023 and was completed and made publicly available in March 2025.

Employees

As of the date of this filing on Form 10-K, the Company has twenty-five employees and is actively recruiting new team members at all levels of the organization. (See “Executive Compensation”). The Company believes that its relations with its employees are good.

Legal Proceedings

In February 2024, Karbon-X were notified of a former employee filing a lawsuit against the company for wrongful termination. The Company is currently counter-suing and is expecting to prevail.

As of the date hereof the Company is not party to any other material legal proceedings and is not aware of any material threatened litigation.

Item 1A. Risk Factors.

An investment in our securities involves a high degree of risk. Before making an investment decision, you should carefully consider the risks described below. Our business, financial condition, results of operations and cash flows could be materially adversely affected by any of these risks, and the market or trading price of our securities could decline due to any of these risks. In addition, please read "Disclosure Regarding Forward-Looking Statements" in this Annual Report, where we describe additional uncertainties associated with our business and the forward-looking statements included or incorporated by reference in this Annual Report. Please note that additional risks not presently known to us or that we currently deem immaterial may also impair our business and operations. In this Section, the terms the "Company," "we", "our" and "us" refer to Karbon-X Corp. as well as our subsidiary Karbon-X Project, Inc.

Risks Related to Our Operations

We will incur losses and there is no guarantee that we will ever become profitable.

There is no guarantee that we will ever become profitable. The costs for research, product development, along with marketing and selling expenses, and the general and administrative expenses, will be principal causes of our costs and/or potential losses. We may never become profitable and if we do not become profitable your investment could be harmed or lost completely.

We may need additional capital in the future in order to continue our operations.

We obtained approximately \$1.7 million in our recent private placements which we are using for development and operations. However, if in the future we do not turn profitable or generate cash from operations and additional capital is needed to support operations, economic and market conditions may make it difficult or impossible to raise additional funds through debt or equity financings. If funds are not sufficient to support operations, we may need to pursue additional financings or reduce expenditures to meet our cash requirements. If we do obtain such financing, we cannot assure that the amount or the terms of such financing will be as attractive as we may desire, and your equity interest in the company may be diluted considerably. If we are unable to obtain such financing when needed, or if the amount of such financing is not sufficient, it may be necessary for us to take significant cost saving measures or generate funding in ways that may negatively affect our business in the future. To reduce expenses, we may be forced to make personnel reductions or curtail or discontinue development programs. To generate funds, it may be necessary to monetize future royalty streams, sell intellectual property, divest of technology platforms or liquidate assets. However, there is no assurance that, if required, we will be able to generate sufficient funds or reduce spending to provide the required liquidity. Long-term capital requirements will depend on numerous factors, including, but not limited to, the status of collaborative arrangements, the progress of research and development programs and the receipt of revenues from sales of products. Our ability to achieve and/or sustain profitable operations depends on a number of factors, many of which are beyond our control.

We launched our products in 2023 and as a company, we have limited sales and marketing experience.

We soft-launched our APP in early 2023 and it was completed and made publicly available in March 2025, and although we have hired highly qualified personnel with specialized expertise, as a company, we have limited experience commercializing products on our own. In order to commercialize the app and our carbon credits business, we have to build our sales, marketing, distribution, managerial and other non-technical capabilities and make arrangements with third parties to perform these services when needed. We may have to hire sales representatives and district managers to fill sales territories. To the extent we rely on third parties to commercialize our business, we may receive less revenues or incur more expenses than if we had commercialized the products ourselves. In addition, we may have limited control over the sales efforts of any third parties involved in our commercialization efforts. If we are unable to successfully implement our commercial plans and drive adoption by patients and physicians of our products through our sales, marketing and commercialization efforts, or if our partners fail to successfully commercialize our products, then we may not be able to generate sustainable revenues from product sales which will have a material adverse effect on our business and future product opportunities. Similarly, we may not be successful in establishing the necessary commercial infrastructure, including sales representatives, wholesale distributors, legal and regulatory affairs teams. The establishment and development of commercialization capabilities to market our products has been and will continue to be expensive and time-consuming. As we continue to develop these capabilities, we will have to compete with other companies to recruit, hire, train and retain sales and marketing personnel. If we have underestimated the necessary sales and marketing capabilities or have not established the necessary infrastructure to support successful commercialization, or if our efforts to do so take more time and expense than anticipated, our ability to market and sell our products may be adversely affected.

Commercialization of our products will require significant resources, and if we do not achieve the sales expected, we may lose the substantial investment made in our products.

We are continuing to make substantial expenditures commercializing our products. We are devoting substantial resources to building our research and development. We have and expect to continue to devote substantial resources to establish and maintain a marketing capability for our products. If we are unsuccessful in our commercialization efforts and do not achieve the sales levels of our products that we expect, we may be unable to recover the large investment we have made in research, development, and marketing efforts, and our business and financial condition could be materially adversely affected.

We rely on third parties to perform many necessary services for our products, including services related to the distribution and invoicing.

We have begun to retain and partner with third-party service providers to perform a variety of functions related to the sale and distribution of our products, key aspects of which are out of our direct control. If these third-party service providers fail to comply with applicable laws and regulations, fail to meet expected deadlines, or otherwise do not carry out their contractual duties to us, or encounter physical damage or natural disaster at their facilities, our ability to deliver product to meet commercial demand would be significantly impaired. In addition, we may utilize third parties to perform various other services for us relating to sample accountability and regulatory monitoring, including adverse event reporting, safety database management and other product maintenance services. If the quality or accuracy of the data maintained by these service providers is insufficient, our ability to continue to market our products could be jeopardized or we could be subject to regulatory sanctions. We do not currently have the internal capacity to perform these important commercial functions, and we may not be able to maintain commercial arrangements for these services on reasonable terms.

The failure of any of our third-party distributors to market, distribute and sell our products as planned may result in us not meeting revenue and profit targets.

If one or more of these distributors fail to pursue the development or marketing of the products as planned, our revenues and profits may not reach expectations or may decline. The success of the marketing organizations of our partners, as well as the level of priority assigned to the marketing of the products by these entities, which may differ from our priorities, may determine the success of the product sales. Competition in this market could also force us to reduce the prices of our products below currently planned levels, which could adversely affect our revenues and future profitability.

If we cannot develop and market our products as rapidly or cost-effectively as our competitors, we may never be able to achieve profitable operations.

Our success depends, in part, upon maintaining a competitive position in the development of products. If we cannot maintain competitive products and technologies, our current and potential distribution partners may choose to adopt the products of our competitors. Our competitors may develop products that are more effective or are less costly than our products.

Some of our competitors have significantly greater financial resources and expertise in research and development, manufacturing, and marketing and distribution than we do.

Others may bring infringement claims against us, which could be time-consuming and expensive to defend.

Third parties may claim that the use or sale of our technologies infringe their patent rights. As with any litigation where claims may be asserted, we may have to seek licenses, defend infringement actions or challenge the validity of those patents in the patent office or the courts. If these are not resolved favorably, we may not be able to continue to develop and commercialize our product candidates. Even if we were able to obtain rights to a third party's intellectual property, these rights may be non-exclusive, thereby giving our competitors potential access to the same intellectual property. If we are found liable for infringement or are not able to have these patents declared invalid or unenforceable, we may be liable for significant monetary damages, encounter significant delays in bringing products to market or be precluded from participating in the development, use or sale of products covered by patents of others. Any litigation could be costly and time-consuming and could divert the attention of our management and key personnel from our business operations. We may not have identified, or be able to identify in the future, U.S. or foreign patents that pose a risk of potential infringement claims. Ultimately, we may be unable to commercialize some of our product candidates as a result of patent infringement claims, which could potentially harm our business.

Our business could be harmed if we fail to comply with regulatory requirements and, as a result, are subject to sanctions.

If we, or companies with whom we are developing technologies or products on our behalf, fail to comply with applicable regulatory requirements, the companies, and we, may be subject to sanctions, including the following:

- warning letters;
- fines;
- injunctions;
- total or partial suspension of production;
- criminal prosecutions.

Risks Related to our Common Stock

Future conversions or exercises by holders of options could dilute our common stock.

Purchasers of our common stock will experience dilution of their investment upon exercise of the employee stock option and other stock options or issued common shares.

Sales of our common stock by our officers and directors may lower the market price of our common stock.

Our officers and directors beneficially own a significant aggregate of shares of our outstanding common stock. If our officers and directors, or other significant stockholders, sell a substantial amount of our common stock, it could cause the market price of our common stock to decrease.

We do not expect to pay dividends in the foreseeable future.

We intend to retain any earnings in the foreseeable future for our continued growth and, thus, do not expect to declare or pay any cash dividends in the foreseeable future.

Anti-takeover effects of certain certificate of incorporation and bylaw provisions could discourage, delay or prevent a change in control.

Our certificate of incorporation and bylaws could discourage, delay or prevent persons from acquiring or attempting to acquire us. Our certificate of incorporation authorizes our board of directors, without action of our stockholders, to designate and issue preferred stock in one or more series, with such rights, preferences and privileges as the board of directors shall determine. In addition, our bylaws grant our board of directors the authority to adopt, amend or repeal all or any of our bylaws, subject to the power of the stockholders to change or repeal the bylaws. In addition, our bylaws limit who may call meetings of our stockholders.

Dependence upon Management and Key Personnel

The Company is, and will be, heavily dependent on the skill, acumen and services of the management of the Company. The loss of the services of this individuals or any other key individuals, including specifically Chad Clovis, and certain others, for any substantial length of time would materially and adversely affect the Company's results of operation and financial position. (See "Management").

Item 1B. Unresolved Staff Comments

Not Applicable.

Item 1C. Cybersecurity Risk

We are committed to using technology to improve our competitive position. We depend on a variety of information systems and technologies (including cloud technologies) to manage the operations of our growing customer base. Our core business systems consist mostly of purchased and licensed software programs that integrate together and with our APP.

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We manage data security and privacy at the highest levels. Our Chief Executive Officer (CEO) is actively engaged in oversight of cybersecurity and IT infrastructure and works with outsourced vendors to manage all network operations. Our vendors keep our CEO informed on cybersecurity and privacy matters throughout the year. We have strengthened our data protection capabilities through investments in our infrastructure hardware and software.

During the fiscal year ended May 31, 2025, the Company did not experience any material cybersecurity incidents.

Given the limited nature of its operations and reliance on third-party service providers for professional services, the Company has concluded that it is not materially exposed to cybersecurity threats. To date, the Company has not experienced, nor does it anticipate, any cybersecurity incidents that would materially affect its business, financial condition, or results of operations.

The Board of Directors is responsible for oversight of the Company's cybersecurity risk. In fulfilling this role, the Board receives updates from the Chief Executive Officer, who, with the assistance of external legal and accounting professionals, monitors any potential cybersecurity matters and reports to the Board as necessary.

Item 2. Properties.

On September 11, 2025 the Company entered into a month to month lease for our headquarters address. This month to month lease is at a cost of \$105 per month. Most Company activities are completed remotely.

The Company has entered into a operating lease for office space at 540 5th Ave SW Suite 5401720, Calgary, AB, Canada, T2P 0M2 commencing on July 1, 2025, with an early occupancy period beginning on February 1, 2025. The lease has a term of 5 years, expiring on June 30, 2030. During the early occupancy period (February 1, 2025 – June 30, 2025), no rent payments are required.

Lease right-of-use assets represent the right to use an underlying asset pursuant to the lease for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. Lease right-of-use assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception that a lease exists. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using our estimated incremental borrowing rate generally applicable to the location of the lease right-of-use asset, unless an implicit rate is readily determinable. We combine lease and certain non-lease components in determining the lease payments subject to the initial present value calculation. Lease right-of-use assets include upfront lease payments and exclude lease incentives, if applicable. When lease terms include an option to extend the lease, we have not assumed the options will be exercised.

Lease expense for operating leases generally consist of both fixed and variable components. Expense related to fixed lease payments are recognized on a straight-line basis over the lease term. Variable lease payments are generally expensed as incurred, where applicable, and include agreed-upon changes in rent, certain non-lease components, such as maintenance and other services provided by the lessor, and other charges included in the lease. Leases with an initial term of twelve months or less are not recorded on the balance sheet. We recognized total lease expense of approximately \$167,086 and \$28,430 for the years ended May 31, 2025 and 2024, primarily related to operating lease costs paid to lessors from operating cash flows.

Item 3. Legal Proceedings.

In February 2024, we were notified of a former employee filing a lawsuit against the company for wrongful termination. We are currently counter-suing and are expecting to prevail.

We are not aware of any other legal proceedings contemplated by any governmental authority or any other party involving us or our properties.

As of the date of this report, no director, officer or affiliate is (i) a party adverse to us in any legal proceeding, or (ii) has an adverse interest to us in any legal proceedings. We are not aware of any other legal proceedings pending or that have been threatened against us or our properties.

From time to time the Company may be named in claims arising in the ordinary course of business. Currently, no legal proceedings or claims, other than those disclosed above, are pending against or involve the Company that, in the opinion of management, could reasonably be expected to have a material adverse effect on its business and financial condition.

PART II

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Market for Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information

Our common stock is traded in United States markets by OTC Markets Group, Inc., under the symbol “KARX.” The stock currently listed for trading on the OTCQX Market maintained by OTC Markets Group, Inc. However, there is no assurance that the common stock will continue to be traded on the OTC Markets or that any liquidity exists for our shareholders.

Market Price

The Company recently began trading on the OTCQX market maintained by OTC Markets Group, Inc., but with the limited history it does not reflect the current operations of the Company. Consequentially, historical market price information is not material to the Company's operations.

As of May 31, 2025, the Company had 200,000,000 shares of common stock authorized with 81,992,857 shares issued and outstanding.

Penny Stock Regulations

Our common stock trades on the OTCQX maintained by OTC Markets Group, Inc., a privately owned company headquartered in New York City, under the symbol “KARX.” The sale price of our common stock has been less than \$5.00 per share. As such, the Company's common stock is subject to provisions of Section 15(g) and Rule 15g-9 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), commonly referred to as the “penny stock rule.”

Section 15(g) sets forth certain requirements for transactions in penny stocks, and Rule 15g-9(d) incorporates the definition of “penny stock” that is found in Rule 3a51-1 of the Exchange Act. The SEC generally defines “penny stock” to be any equity security that has a market price less than \$5.00 per share, subject to certain exceptions. As long as the Company's common stock is deemed to be a penny stock, trading in the shares will be subject to additional sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and accredited investors.

Dividends

The Company has not issued any dividends on the common stock to date, and does not intend to issue any dividends on the common stock in the near future. We currently intend to use all profits to further the growth and development of the Company.

Holdings

As of May 31, 2025, there were approximately 118 record holders of our common stock. This does not include the holders of our common stock who held their shares in street name as of that date.

Transfer Agent

Our registrar and transfer agent is VStock Transfer, LLC, 18 Lafayette Place, Woodmere, New York 11598

Recent Sales of Unregistered Securities

During the year ended May 31, 2025, Karbon-X Corp completed following private placement pursuant to Rule 506(c) of the Securities Exchange Act of 1934, as amended.

During the year ended May 31, 2025, the Company sold 1,926,742 shares at \$.90 per share for total proceeds of \$1,712,099.

On March 31, 2025, the Company converted a loan for \$350,000 principal and \$16,724 interest into 407,471 shares at a price of \$.90 per share.

On March 31, 2025, the Company issued 57,875 shares at \$2.04 per share for compensation of \$118,007.

On May 22, 2025, the Company converted 360,000 options related to its stock option plan into 205,715 shares via a cashless exercise.

On May 15, 2025, 7,429 shares were issued upon exercise of 10,400 warrants in a cashless exercise.

Item 6. Selected Financial Data.

Not applicable.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion relates to the historical operations and financial statements of Karbon-X Corp. for the fiscal years ending May 31, 2025 and May 31, 2024.

Forward-Looking Statements

The following Management's Discussion and Analysis should be read in conjunction with our financial statements and the related notes thereto included elsewhere in this Annual Report. The Management's Discussion and Analysis contains forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. Any statements that are not statements of historical fact are forward-looking statements. When used, the words "believe," "plan," "intend," "anticipate," "target," "estimate," "expect," and the like, and/or future-tense or conditional constructions ("will," "may," "could," "should," etc.), or similar expressions, identify certain of these forward-looking statements. These forward-looking statements are subject to risks and uncertainties that could cause actual results or events to differ materially from those expressed or implied by the forward-looking statements in this Annual Report. Our actual results and the timing of events could differ materially from those anticipated in these forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include, without limitation, those specifically addressed under the heading "Risks Factors" in our various filings with the Securities and Exchange Commission. We do not undertake any obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this Annual Report.

As a result of the Reorganization Agreement and the change in business and operations of the Company, a discussion of the financial results of the Company, formally known as Cocoluv, Inc., prior to February 21, 2022 is not pertinent, and, under generally accepted accounting principles in the United States the historical financial results of Karbon-X Project, Inc., the acquirer for accounting purposes, prior to the Reorganization Agreement are considered the historical financial results of the Company.

The following discussion highlights the Company's results of operations and the principal factors that have affected its consolidated financial condition as well as its liquidity and capital resources for the periods described, and provides information that management believes is relevant for an assessment and understanding of the Company's consolidated financial condition and results of operations presented herein. The following discussion and analysis are based Karbon-X Corp's audited and unaudited financial statements contained in this Current Report, which have been prepared in accordance with generally accepted accounting principles in the United States. You should read the discussion and analysis together with such financial statements and the related notes thereto.

Overview

Karbon-X Corp. was incorporated in the State of Nevada under the name Cocoluv, Inc. on September 13, 2017 and established a fiscal year end of May 31. On April 7, 2022 the Company changed its name to Karbon-X Corp.

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On February 21, 2022, pursuant to the terms of a Share Exchange Agreement, the Company acquired all of the issued and outstanding shares of common stock of Karbon-X Project Inc. ("Karbon-X"), and Karbon-X became the wholly owned subsidiary of the Company in a reverse merger (the "Reverse Acquisition"). Pursuant to the Reverse Acquisition, all of the issued and outstanding shares of Karbon-X common stock were converted, at an exchange ratio of 20,000-for-1, into an aggregate of 20,000,000 shares of the Company's common stock, resulting in Karbon-X becoming a wholly owned subsidiary of the Company and all debt owed to the related party of Cocoluv, Inc. was forgiven. The accompanying financial statements' share information has been retroactively adjusted to reflect the exchange ratio in the Reverse Acquisition.

Karbon-X provides customized transactional options, tailored insights, and scalable access to the Verified Emissions Reduction markets.

Karbon-X changes the marketing framework of traditional carbon marketing by engaging the public vs industry with multiple forms of technology based greenhouse gas reduction builds. Karbon-X will allow the public to purchase carbon offsets from an APP that is subscription based, with multiple levels of investment for every budget. Each subscription will support clean energy projects such as solar or wind power, methane capture, or reforestation and will reduce greenhouse gas emissions with provable, verifiable carbon credits.

Effects of COVID-19

In March 2020, the World Health Organization declared COVID-19 a global pandemic. This contagious disease outbreak and the related adverse public health developments have adversely affected workforces, economies, and financial markets globally, leading to an economic downturn. Management has determined that there has been no significant impact to the Company's operations, however management continues to monitor the situation.

Critical Accounting Policies

The preparation of our consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported therein. Critical accounting policies and estimates are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The following policies involve significant judgments and estimates. Our significant accounting policies are described further in Note 1 to the consolidated financial statements.

Fair Value of Financial Instruments

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs, when determining fair value. The three tiers are defined as follows:

- Level 1—Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2—Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3—Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions.

Other than the derivative liabilities presented below, the carrying amount of the Company's financial assets and liabilities approximate their fair values.

The Company measures certain financial instruments at fair value on a recurring basis in accordance with ASC 820, Fair Value Measurement. As of May 31, 2025, the Company evaluated the conversion features embedded in certain convertible promissory notes and determined that they represent derivative liabilities requiring bifurcation under ASC 815-15.

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The Company uses valuation methods to estimate the fair value of the derivative liabilities associated with its convertible notes. The model incorporates significant unobservable inputs, including:

- Expected stock price volatility
- Risk-free interest rates
- Estimated time to maturity
- Probability of uplisting
- Expected trading volumes

Because these inputs are unobservable and require significant management judgment, the Company has classified the derivative liabilities as Level 3 in the fair value hierarchy.

The following table summarizes the fair value hierarchy of the Company's financial liabilities measured at fair value on a recurring basis as of May 31, 2025:

	Level 1	Level 2	Level 3	Total
Derivative liabilities – convertible notes	-	-	\$ 168,358	\$ 168,358
Other financial instruments	-	-	-	-
Total Embedded Derivatives	-	-	\$ 168,358	\$ 168,358

The following table summarizes the changes in Level 3 derivative liabilities measured at fair value on a recurring basis.

	May 31, 2025
Balance at beginning of period	-
Purchases / issuances	275,419
Total (gains) losses recognized in earnings	54,831
Settlements (net)	(179,666)
Change in unrealized (gains) losses included in earnings for instruments still held at period end	18,116
Balance at end of period	168,358

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers. Since ASU 2014-09 was issued, several additional ASUs have been issued to clarify various elements of the guidance. These standards provide guidance on recognizing revenue, including a five-step model to determine when revenue recognition is appropriate. The standard requires that an entity recognize revenue to depict the transfer of control of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Under ASC 606, the Company recognizes revenue from the commercial sales of carbon credits and consulting services by applying the following steps: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to each performance obligation in the contract; and (5) recognize revenue when each performance obligation is satisfied.

Rates for consulting services are typically per day, per hour, or a similar basis. Consulting revenue is recognized over the period in which the service is provided.

Revenue for sales of carbon credits is recognized at a point in time when control of the credit transfers to the buyer. The Company act as a principal in all revenue transactions.

Financial Condition and Results of Operations

Fiscal year ended May 31, 2024

For the Fiscal Year ended May 31, 2024 the Company generated \$412,057 in revenue from its business operations and incurred a net loss of \$2,744,583. As of May 31, 2024, the Company had working capital of \$2,273,655.

Sales and Revenue

For the Fiscal Year ended May 31, 2024 the Company generated \$412,057 in revenue. We are just at the beginning of our commercialization efforts which we expect to improve during the current fiscal year.

Operating Expenses

Operating expenses for the Fiscal Year ended May 31, 2025 totaled \$1,602,897. Operating expenses included marketing expenses of \$176,476, office and general expenses, professional fees, development expenses for our app and expenses relating to a project feasibility studies. The majority of marketing expenses a one-time expense paid in Company equity.

Net Loss

Net loss from operations after income taxes and foreign currency translation loss was \$2,733,200 during the Fiscal Year ended May 31, 2024. Again, this was as a result principally of marketing expenses but also for office and general expenses, app development expense and project feasibility costs.

Fiscal year ended May 31, 2025

For the Fiscal Year ended May 31, 2025 the Company generated \$3,163,772 in revenue from its business operations and incurred a net loss of \$7,053,491. As of May 31, 2025, the Company had working capital of \$(1,902,607).

Sales and Revenue

For the Fiscal Year ended May 31, 2025 the Company generated \$3,163,772 in revenue. We are just at the beginning of our commercialization efforts which we expect to improve during the current fiscal year.

Operating Expenses

Operating expenses for the Fiscal Year ended May 31, 2025 totaled \$7,449,147. Operating expenses included salary expenses of \$3,774,033, professional fees of \$859,088 marketing expenses of \$2,044,903, and office and general expenses, development expenses for our app and expenses relating to a project feasibility studies.

Net Loss

Net loss from operations after income taxes and foreign currency translation loss was \$7,084,463 during the Fiscal Year ended May 31, 2025. Again, this was as a result principally of the loss of investment related to Silviculture.

Liquidity and Capital Resources

The following table sets forth the major components of our statements and consolidated statements of cash flows for the periods presented.

	Fiscal Year Ended May 31, 2025
Cash used in operating activities	\$ (6,498,943)
Cash from financing activities	\$ 4,561,300
Cash from (used in) investing activities	\$ (2,543)
Change in cash during the period	\$ (1,940,186)
Effect of exchange rate change	\$ 30,868
Cash, beginning of period	\$ 2,675,400
Cash, end of period	\$ 704,346

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As of May 31, 2025, the Company had \$7,325,111 in current assets.

To date, the Company has financed its operations through equity sales.

During the year ended May 31, 2025, the Company sold 1,926,742 shares at \$.90 per share for total proceeds of \$1,712,099.

Future Financing

In connection with its proposed business plan and possible acquisitions, in addition to the possible proceeds from this offering the Company will be required to complete substantial and significant additional capital formation. Such formation could be through additional equity offerings, debt, bank financings or a combination of any source of financing. There can be no assurance that the Company will be successful in completion of such financings.

Plan of Operations

As noted above, the continuation of our current plan of operations requires us to raise significant additional capital. If we are successful in raising capital through the sale of common shares, we believe that we will have sufficient cash resources to fund our plan of operations through 2025. If we are unable to do so, we may have to curtail and possibly cease some operations. We intend to use the net proceeds from the offering for research and development, operations, regulatory compliance, intellectual property, working capital and general corporate purposes.

We continually evaluate our plan of operations to determine the manner in which we can most effectively utilize our limited cash resources. The timing of completion of any aspect of our plan of operations is highly dependent upon the availability of cash to implement that aspect of the plan and other factors beyond our control. There is no assurance that we will successfully obtain the required capital or revenues, or, if obtained, that the amounts will be sufficient to fund our ongoing operations.

Capital Expenditures

As of May 31, 2025 we had capital expenditures of \$2,543.

Commitments and Contractual Obligations

As a “smaller reporting company” as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

Off-balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Going Concern

To date the Company has generated \$3,575,829 in revenues from its business operations and has incurred operating losses since inception of \$11,990,834. As of May 31, 2025, the Company has working capital of \$(1,902,607). The Company will require additional funding to meet its ongoing obligations and to fund anticipated operating losses. The ability of the Company to continue as a going concern is dependent on raising capital to fund its initial business plan and ultimately to attain profitable operations. Accordingly, these factors raise substantial doubt as to the Company’s ability to continue as a going concern. The Company intends to continue to fund its business by way of private placements and advances from related parties as may be required. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might result from this uncertainty.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

Item 8. Financial Statements and Supplementary Data.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Karbon-X Corp.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Karbon-X Corp. ("the Company") as of May 31, 2025 and 2024, and the related consolidated statements of operations, changes in shareholders' equity, and cash flows for each of the years in the two-year period ended May 31, 2025, and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of May 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the two-year period ended May 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has generated minimal revenues from its business operations and has incurred operating losses since inception. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there were no critical audit matters.



Fruci & Associates II, PLLC – PCAOB ID #05525
We have served as the Company's auditor since 2022.

Spokane, Washington
September 15, 2025

KARBON-X CORP.
Consolidated Balance Sheets

	May 31, 2025	May 31, 2024
ASSETS		
Current assets		
Cash and cash equivalents	\$ 704,346	\$ 2,675,400
Accounts receivable, net	1,782	120,284
Inventories, net	99,644	316,738
Prepaid expenses and other current assets	865,674	1,000
Deposits	23,815	-
Investments in equity securities	301,260	-
Securities receivables	3,789,651	-
Total current assets	5,786,172	3,113,422
Property and equipment, net	6,132	6,918
Right of use asset, net	503,091	316,519
Other assets	10,682	12,351
Internally developed software, net	473,895	521,372
Total assets	\$ 6,779,972	\$ 3,970,582
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 1,091,701	\$ 127,219
Deferred Revenue	3,864,080	-
Short term loan	-	36,500
Stock payable	-	630,000
Payroll liabilities	21,146	24,104
Convertible notes payable, net of discounts	2,301,666	-
Convertible notes – interest payable	181,353	-
Embedded Derivative	168,358	-
Current portion of lease liabilities	60,475	21,945
Total current liabilities	7,688,779	839,768
Non-current portion of lease liabilities	460,266	302,557
Total liabilities	\$ 8,149,045	\$ 1,142,325
Commitments and contingencies	-	-
Shareholders' equity (deficit)		
Common stock \$0.001 par value, 200,000,000 shares authorized, 81,992,857 and 82,174,750 shares issued and outstanding as of May 31, 2025 and May 31, 2024, respectively.	81,994	82,176
Additional Paid-in capital	10,563,141	7,675,826
Accumulated deficit	(11,990,834)	(4,937,342)
Accumulated other comprehensive gain (loss)	(23,374)	7,597
Total shareholders' equity	(1,369,973)	2,828,257
Total liabilities and shareholders' equity	\$ 6,779,972	\$ 3,970,582

The accompanying notes are an integral part of these consolidated financial statements

KARBON-X CORP.
Consolidated Statements of Operations and Comprehensive Income (Loss)

	For the Year Ended May 31, 2025	For the Year Ended May 31, 2024
Operations		
Total revenue	\$ 3,163,772	\$ 412,057
Cost of revenue	2,362,305	356,103
Gross profit	801,467	55,954
Marketing expenses	2,044,903	176,476
Salaries and wages	3,774,034	754,286
Professional fees	859,088	252,064
Other operating expenses	771,123	384,215
Total operating expenses	7,449,148	1,567,041
Loss from Operations	(6,647,681)	(1,511,087)
Interest income (expense)	(339,204)	(41,606)
Gain(loss) on investment	-	(1,191,890)
Gain (loss) on change in fair value of derivative liabilities	(72,927)	-
Other income (expenses)	6,320	-
Net loss before income taxes	(7,053,492)	(2,744,583)
Federal income tax expense	-	-
Net loss	(7,053,492)	(2,744,583)
Other comprehensive loss		
Foreign currency translation gain (loss)	(30,971)	11,383
Total comprehensive loss	(7,084,463)	(2,733,200)
Earnings Per Share		
Weighted average basic and diluted shares outstanding	83,559,068	77,165,230
Basic and fully diluted loss per share	\$ (0.08)	\$ (0.04)

The accompanying notes are an integral part of these consolidated financial statements

KARBON-X CORP.
Consolidated Statement of Changes in Shareholders' Equity
For the Years Ended May 31, 2025 and 2024

	Common stock		Additional	Shares to	Retained	Accumulated	Total
	Shares	Amount	paid-in	be issued	earnings	other	Stockholders'
			capital		(deficit)	comprehensive	Equity
						profit (loss)	
Balance at May 31, 2023	72,579,000	\$ 72,579	\$ 2,638,532	1,750,000	\$ (2,192,106)	\$ (3,786)	\$ 2,265,219
Shares to be issued for investment				375,000			375,000
Issuance of shares for cash and warrants, net	6,895,750	6,897	4,318,827	-	-	-	4,325,724
Issuance of shares as compensation	2,500,000	2,500	622,500	(625,000)	-	-	-
Issuance of share upon convertible loan	200,000	200	99,800	-	-	-	100,000
Offering expenses			(3,833)				(3,833)
Write off investment in Silviculture				(1,500,000)			(1,500,000)
Net income (loss)	-	-	-	-	(2,744,583)		(2,744,583)
Foreign currency translation	-	-	-	-	(653)	11,383	10,730
Balance at May 31, 2024	82,174,750	82,176	7,675,826	-	(4,937,342)	7,597	2,828,257
Issuance of shares for cash, net	1,926,742	1,927	1,707,511				1,709,438
Issuance of shares for warrants	7,429	7	(7)				-
Issuance of shares as compensation	288,590	289	155,276				155,565
Issuance of share upon convertible loan	407,471	407	549,504				549,911
Option compensation expense			472,219				472,219
Cancelled shares	(2,812,125)	(2,812)	2,812				-
Net income (loss)					\$ (7,053,492)	\$ -	\$ (7,053,492)
Foreign currency translation					-	(30,971)	\$ (30,971)
Balance at May 31, 2025	<u>81,992,857</u>	<u>\$ 81,994</u>	<u>\$ 10,563,141</u>	<u>-</u>	<u>\$ (11,990,834)</u>	<u>\$ (23,374)</u>	<u>\$ (1,369,073)</u>

The accompanying notes are an integral part of these consolidated financial statements

KARBON-X CORP.
Consolidated Statements of Cash Flow

	For the Year Ended May 31, 2025	For the Year Ended May 31, 2024
Cash flows from operating activities		
Net (loss) income	\$ (7,053,492)	\$ (2,744,583)
Adjustments to reconcile net loss to net cash:		
Depreciation expense	3,225	2,194
Loss on investment	-	1,191,890
Gain on change in fair value of derivative	168,358	-
Amortization of Right of Use Asset	29,215	(246,996)
Stock based compensation	627,495	-
Changes in operating assets and liabilities:		
Sales tax receivable	-	38,376
Accounts receivable	118,502	(113,074)
Marketable securities	(301,260)	-
Stock payable	-	630,000
Securities receivable	(3,789,651)	-
Accounts payable	334,486	32,448
Deferred revenue	3,864,080	-
Other current liabilities	141,896	39,082
Inventory	217,094	(235,988)
Prepaid expenses	(888,489)	58,767
Payments made on operating lease	196,239	254,587
Other current assets	(166,641)	(4,837)
Cash used in operating activities	(6,498,943)	(1,098,134)
Cash flows from investing activities		
Acquisition of property and equipment	(2,543)	-
Cash paid for equity method investment	-	(802,407)
Cash paid for software development	-	-
Cash used in investing activities	(7,847)	(802,407)
Cash flows from financing activities		
Proceeds from short term loan	-	36,500
Proceeds from convertible notes	2,993,392	-
Debt discount on convertible notes	(141,529)	-
Proceeds from issuance of shares and warrants	1,709,437	4,321,891
Cash provided by financing activities	4,561,300	4,358,391
Effect of translation changes on cash	(30,868)	10,730
Change in cash and cash equivalents	(1,971,054)	2,468,580
Cash, beginning of period	2,675,400	206,820
Cash, end of period	<u>\$ 704,346</u>	<u>\$ 2,675,400</u>
Non cash investing and financing activities		
Write off of Investment in Silviculture investment	\$ -	\$ (1,500,000)
Issuance of shares upon convertible loan	549,911	-
Supplemental disclosures		
Cash paid for interest	\$ -	\$ -
Cash paid for income taxes	\$ -	\$ -

The accompanying notes are an integral part of these consolidated financial statements

KARBON-X CORP.
Notes to Consolidated Financial Statements
May 31, 2025

Note 1 - Basis of Presentation and Significant Accounting Policies

Karbon-X Corp. was incorporated in the State of Nevada under the name Cocoluv, Inc. on September 13, 2017 and established a fiscal year end of May 31.

On February 21, 2022, pursuant to the terms of a Share Exchange Agreement, the Company acquired all of the issued and outstanding shares of common stock of Karbon-X Project Inc. ("Karbon-X"), and Karbon-X became the wholly owned subsidiary of the Company in a reverse merger (the "Reverse Acquisition"). Pursuant to the Reverse Acquisition, all of the issued and outstanding shares of Karbon-X common stock were converted, at an exchange ratio of 20,000-for-1, into an aggregate of 20,000,000 shares of the Company's common stock, resulting in Karbon-X becoming a wholly owned subsidiary of the Company and all debt owed to the related party of Cocoluv, Inc. was forgiven. Karbon-X Project Inc. was incorporated in British Columbia on February 11, 2022 and established a fiscal year end of May 31. The accompanying financial statements' share information has been retroactively adjusted to reflect the exchange ratio in the Reverse Acquisition. As part of the Reverse Acquisition, on April 14, 2022 the Company changed its name to Karbon-X Corp.

Under generally accepted accounting principles in the United States ("US GAAP"), because the combined entity will be dependent on Karbon-X's senior management, the Reverse Acquisition was accounted for as a recapitalization effected by a share exchange, wherein Karbon-X is considered the acquirer for accounting and financial reporting purposes. On the date of the reorganization, the assets and liabilities of Karbon-X have been brought forward at their book value and consolidated with Cocoluv, Inc.'s assets, which comprised of cash and cash equivalents of \$134 and liabilities which comprises due to related party of \$99,902 (see Note 1 Basis of Presentation below). No goodwill has been recognized. Accordingly, the assets and liabilities and the historical operations that are reflected in the consolidated financial statements are those of Karbon-X and are recorded at the historical cost basis of Karbon-X.

Going concern

The Company has recently began significant revenue generation from its business operations and has incurred operating losses since inception of \$11,990,834. The Company will require additional funding to meet its ongoing obligations and to fund anticipated operating losses. The ability of the Company to continue as a going concern is dependent on raising capital to fund its initial business plan and ultimately to attain profitable operations. Accordingly, these factors raise substantial doubt as to the Company's ability to continue as a going concern. The Company intends to continue to fund its business by way of private placements and advances from related parties as may be required. These consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might result from this uncertainty.

Basis of Presentation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

The consolidated financial statements present the consolidated balance sheet, statements of operations, stockholders' equity and cash flows of the Company. These consolidated financial statements are presented in the United States dollar and have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates and Assumptions

Preparation of the consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable represent amounts due from customers for goods or services provided by the Company. Accounts receivable are recorded at the invoiced amount, net of allowance of \$0 and \$0 as of May 31, 2025 and 2024, respectively.

In accordance with Accounting Standards Update (ASU) 2016-13, Financial Instruments—Credit Losses (Topic 326), also known as the Current Expected Credit Loss (CECL) model, the Company now utilizes a forward-looking approach to estimate expected credit losses over the lifetime of the receivables. This model considers historical loss experience, current conditions, and reasonable and supportable forecasts to assess credit risk.

Sales Tax Receivable

Sales tax receivable consists of the accumulated reclaimable GST paid by the Company on purchases made in Canada.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation and amortization. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the assets which are between three to seven years.

Costs of major additions and improvements are capitalized while expenditures for maintenance and repairs, which do not extend the life of the asset, are expensed. Upon sale or disposition of property and equipment, the cost and related accumulated depreciation and amortization are eliminated from the accounts and any resulting gain or loss is credited or charged to income. Long-lived assets held and used by us are reviewed based on market factors and operational considerations for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Inventory

Inventories are stated at the lower of cost or net realizable value. Cost is determined using the weighted average method. Net realizable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses. The Company periodically reviews inventories for obsolescence and any inventories identified as obsolete are written down or written off.

Investments

The Company accounts for investments with a 20% to 50% ownership and a significant but not controlling influence as equity method investments. Investments with a greater than 50% ownership and a controlling influence are accounted for using the consolidation method. The Company assesses the potential impairment of equity method investments when indicators such as a history of operating losses, negative earnings and cash flow outlook, and the financial condition and prospects for the investee's business segment might indicate a loss in value. The Company has accounted for its investment in Silviculture Systems using the equity method and its investment in its subsidiary Karbon-X Project, Inc using the consolidation method.

During November 2023, the Company abandoned the silviculture investment deal and decided to write off the carrying value of the Equity Investment in Silviculture. Accordingly, amidst ongoing disputes which we are currently discussing, the Company has written off the carrying value of Investment of \$2,564,203, accumulated value of shares to be issued \$ 1,500,000 and recognized loss on write off \$1,064,203 in its statement of operations for the year ended May 31, 2024.

Fair Value of Financial Instruments

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs, when determining fair value. The three tiers are defined as follows:

- Level 1—Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2—Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3—Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions.

Other than the derivative liabilities presented below, the carrying amount of the Company's financial assets and liabilities approximate their fair values.

The Company measures certain financial instruments at fair value on a recurring basis in accordance with ASC 820, Fair Value Measurement. As of May 31, 2025, the Company evaluated the conversion features embedded in certain convertible promissory notes and determined that they represent derivative liabilities requiring bifurcation under ASC 815-15.

The Company uses valuation methods to estimate the fair value of the derivative liabilities associated with its convertible notes. The model incorporates significant unobservable inputs, including:

- Expected stock price volatility
- Risk-free interest rates
- Estimated time to maturity
- Probability of uplisting
- Expected trading volumes

Because these inputs are unobservable and require significant management judgment, the Company has classified the derivative liabilities as Level 3 in the fair value hierarchy.

The following table summarizes the fair value hierarchy of the Company's financial liabilities measured at fair value on a recurring basis as of May 31, 2025:

	Level 1	Level 2	Level 3	Total
Derivative liabilities – convertible notes	-	-	\$ 168,358	\$ 168,358
Other financial instruments	-	-	-	-
Total Embedded Derivatives	-	-	\$ 168,358	\$ 168,358

The following table summarizes the changes in Level 3 derivative liabilities measured at fair value on a recurring basis.

	May 31, 2025
Balance at beginning of period	-
Purchases / issuances	275,419
Total (gains) losses recognized in earnings	54,831
Settlements (net)	(179,666)
Change in unrealized (gains) losses included in earnings for instruments still held at period end	18,116
Balance at end of period	168,358

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers. Since ASU 2014-09 was issued, several additional ASUs have been issued to clarify various elements of the guidance. These standards provide guidance on recognizing revenue, including a five-step model to determine when revenue recognition is appropriate. The standard requires that an entity recognize revenue to depict the transfer of control of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Under ASC 606, the Company recognizes revenue from the commercial sales of carbon credits and consulting services by applying the following steps: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to each performance obligation in the contract; and (5) recognize revenue when each performance obligation is satisfied.

Rates for consulting services are typically per day, per hour, or a similar basis. Consulting revenue is recognized over the period in which the service is provided.

Revenue for sales of carbon credits is recognized at a point in time when control of the credit transfers to the buyer. The Company act as a principal in all revenue transactions.

Foreign Currency Translation

The functional currency of the Company is the Canadian Dollar ("CAD"). For financial statement purposes, the reporting currency is the United States Dollar ("USD").

For financial reporting purposes, the consolidated financial statements are translated into the Company's reporting currency, USD. Asset and liabilities are translated using the closing exchange rate in effect at the balance sheet date with the resulting translation adjustments included as a separate component of shareholder's equity through other comprehensive income (loss) in the consolidated statement of operations.

Income and expenses are translated at the average yearly rates of exchange. The Company includes realized gains and losses from foreign currency transactions in other income (expense), net in the consolidated statement of operations.

Warrants and Options

There is estimation uncertainty with respect to selecting inputs to the Black-Sholes model used to determine the fair value of warrants (Note 7) and options (Note 10). These inputs include the stock price of \$0.9 - \$0.75, exercise price of \$0.75, time to maturity of two - five years, annual risk-free interest rate ranging from 4.33% - 4.74%, and annualized volatility ranging from 1,294.9% - 1,279.3%.

The above estimates and assumptions are reviewed regularly. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

Significant Estimates

Significant estimates applied in the preparation of these financial statements include the estimated useful lives of property and equipment, the inputs used in the valuation of embedded derivatives on convertible notes, share volatility and estimated life of options and warrants in determining their fair value as well as the expected potential for the realization of deferred tax assets in determining the amount of the valuation allowance thereto.

Earnings per Common Share

The basic loss per share is calculated by dividing the Company's net loss available to common shareholders by the weighted average number of common shares during the year. The diluted loss per share is calculated by dividing the Company's net loss available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. As of May 31, 2025, potential dilutive securities of approximately 6,663,148 shares had an anti-dilutive effect and were not included in the calculation of diluted net loss per share.

Segment Reporting

ASC Topic 280, “Segment Reporting,” requires use of the “management approach” model for segment reporting. The management approach model is based on the way a company’s management organizes segments within the company for making operating decisions and assessing performance. Our Chief Operating Decision Maker, Chad Clovis, Chief Executive Officer, President, and Director, reviews financial information and allocates resources on a consolidated basis. The Company operates as a single segment and will evaluate additional segment disclosure requirements as it expands its operations.

Reclassifications

Certain amounts in the consolidated financial statements for the prior year have been reclassified to conform to the current year presentation. These reclassifications had no impact on net earnings, financial position, or cash flows.

Recently Issued Accounting Standards

The Financial Accounting Standards Board (FASB) has issued several updates relevant to the Company:

Update 2025-01: Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date. Effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted.

Update 2024-04: Debt—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments. Effective for annual reporting periods beginning after December 15, 2025, and interim periods within those annual periods. Early adoption is permitted.

Update 2024-03: Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses. Effective for annual reporting periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027. Early adoption is permitted.

Update 2024-02: Codification Improvements—Amendments to Remove References to the Concepts Statements. Effective for public business entities for fiscal years beginning after December 15, 2024. For all other entities, effective for fiscal years beginning after December 15, 2025. Early application is permitted.

Update 2024-01: Compensation—Stock Compensation (Topic 718): Scope Application of Profits Interest and Similar Awards. Effective for public business entities for annual periods beginning after December 15, 2024, and interim periods within those annual periods. For all other entities, effective for annual periods beginning after December 15, 2025, and interim periods within those annual periods. Early adoption is permitted.

The Company is in the process of evaluating the impact these recently issued accounting standards will have on the Company’s financial statements.

Note 2 – Prepaid Expenses

As of May 31, 2025 and May 31, 2024, prepaid expenses consisted of the following:

Description	May 31, 2025	May 31, 2024
Advertising & Promotional Agreement	\$ 179,532	\$ -
Prepaid inventory	636,563	-
Other Prepays	49,580	1,000
Total	<u>\$ 865,674</u>	<u>\$ 1,000</u>

Note 3 – Inventory

Inventory as of May 31, 2025 and May 31, 2024, consisted of the following:

Description	May 31, 2025	May 31, 2024
Carbon Credit Inventory	\$ 99,644	\$ 316,738
Total	<u>\$ 99,644</u>	<u>\$ 316,738</u>

Carbon credit inventory represents carbon credits currently held for sale and are stated at the lower of cost or market.

Note 4 - Property and Equipment

The amount of property and equipment as of May 31, 2025 and May 31, 2024, consisted of the following:

Description	May 31, 2025	May 31, 2024
Furniture and fixtures	\$ 9,076	\$ 6,589
Computer and equipment	3,664	3,695
Total property cost	\$ 12,741	\$ 10,284
Accumulated depreciation	(6,608)	(3,366)
Property and equipment, net	<u>\$ 6,132</u>	<u>\$ 6,918</u>

The Company did not purchase significant property, plant and equipment for the year ended May 31, 2025. Depreciation expense for the year ended May 31, 2025 was \$3,225.

Note 5 – Convertible Notes

As of May 31, 2025, Karbon-X Corp. issued convertible promissory notes totaling USD \$2,443,195 to multiple investors as part of its capital-raising efforts. The notes bear simple interest at a rate of 10% per annum - quarter, and have maturity terms of 1 year or less.

During the year ended, May 31, 2025, two notes of principal \$350,000 and interest of 16,724 were converted into 404,471 shares at \$0.90/share.

The Company recorded discounts of \$141,529, interest expense and discount amortization related to convertible notes of \$372,071 and loss on change in fair value of derivatives of \$72,927 for the year ended May 31, 2025.

The notes include a conversion feature, allowing the holders to convert the principal and accrued interest into the Company's common stock. Conversion is permitted at the option of the lender at any time after the earlier of:

1. Twenty-four months from the date of issuance, or
2. The Company's listing on OTCQX, Nasdaq, or NYSE.

The conversion price is the lesser of:

1. 80% of the twenty-day weighted average closing price of the Company's common stock preceding the conversion (but not less than the average of the four notes \$0.56 per share), and of the trading day immediately preceding such conversion (but not less than \$0.75 per share) or (ii) \$0.90 per share.
2. The notes range from \$0.50 - \$0.90 per share.

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Conversion is further restricted to ensure that no lender converts an amount of the note that would result in owning more than 9.9% of the outstanding common stock at any time.

The Borrower may prepay the principal amount and any unpaid interest or any portion thereof at any time without notice, further interest, bonus, or penalty, provided that a minimum of six months' interest shall be payable regardless of the prepayment date.

The issuance of these convertible promissory notes provided the Company with necessary capital to support its operations and strategic initiatives while offering investors the potential for equity participation in the Company's future growth.

Prepayment Option

The Company may prepay the notes at any time without penalty, provided that a minimum of six months' interest is payable. This provision ensures lenders are compensated regardless of the prepayment date.

As of May 31, 2025, the Company owed principal of \$2,443,195, net of discounts of \$333,334, accrued interest of \$118,853, and embedded liabilities of \$59,325.

Note 6 – Shareholders' Equity

During the year ended May 31, 2025, Karbon-X Corp completed following private placement pursuant to Rule 506(c) of the Securities Exchange Act of 1934, as amended.

During the year ended May 31, 2025, the Company sold 1,926,742 shares at \$0.90 per share for total proceeds of \$1,712,099.

On March 31, 2025, the Company converted a loan for \$350,000 principal and \$16,724 interest into 407,471 shares at a price of \$0.90 per share.

On March 31, 2025, the Company issued 57,875 shares at \$2.04 per share for compensation of \$118,007.

On May 22, 2025, the Company converted 360,000 options related to its stock option plan into 205,715 shares via a cashless exercise.

On May 15, 2025, 10,400 warrants were exercised in a cashless exercise for 7,429 shares.

Note 7 – Warrants

During the year ended May 31, 2024, the Company issued 10,400 warrants in connection with one private placement. Each warrant entitles the holder to acquire one common share of the Corporation at an exercise price of \$0.50 with a two year term. The 10,400 units of warrants and shares were issued as a commission fee valued at \$2,236. Additionally, the Company had 830,000 expired warrants and 2,990,000 exercised warrants at an average price of \$0.75 during the same period. During the year ended May 31, 2025, these warrants were exercised in a cashless exercise for 7,429 shares.

A detail of warrant activity for the year ended May 31, 2025 is as follows:

Description	Number	Weighted average exercise price	Weighted average remaining contractual life (in years)
Outstanding May 31, 2023	4,140,000	\$ 0.75	0.83
Exercised	(2,990,000)	0.75	-
Granted	10,400	0.75	1.13
Expired	(830,000)	0.75	-
Cancelled			
Outstanding May 31, 2024	330,400	\$ 0.63	0.63
Exercised	(10,400)	0.50	-
Granted			
Expired	(320,000)		
Cancelled			
Outstanding May 31, 2025	-	-	-

Note 8 – Investments

On October 24, 2024, Karbon-X Corp. entered into a Carbon Credit Purchase Agreement with DevvStream Holdings Inc. As part of this agreement, Karbon-X Corp. received 174,953 common shares of New Pubco, a company formed from the merger of DevvStream Holdings Inc. and Focus Impact Acquisition Corp., a special purpose acquisition company (SPAC) listed on the Nasdaq Stock Exchange. The shares were issued at a deemed price of \$6.50 per share, resulting in an initial valuation of USD \$1,137,197.

On October 28, 2024, Karbon-X Corp. entered into a Carbon Credit Forward Purchase Agreement with DevvStream Holdings Inc., under which Karbon-X Corp. will sell verified greenhouse gas offset or carbon credits, specifically C-Sink Credits, to DevvStream Holdings Inc. The purchase price for these credits is USD \$2,892,000, payable in 444,923 common shares of New Pubco at a deemed price of \$6.50 per share. This agreement is classified as a futures contract under relevant U.S. GAAP guidance.

Initial Recognition and Measurement

At initial recognition, the common shares of New Pubco received under the agreements are classified as equity securities and measured at fair value upon initial recognition in accordance with ASC 321, "Investments—Equity Securities". The Company recorded an initial fair value of the securities based on observable market prices at the time of execution, consistent with a Level 1 fair value measurement, as the shares were actively traded on the Nasdaq Stock Exchange.

- For the Carbon Credit Purchase Agreement, the fair value of the 174,953 shares was recognized as \$68,232.
- For the Carbon Credit Forward Purchase Agreement, the 444,923 shares were valued at \$173,520, representing the purchase price of the C-Sink Credits to be delivered in the future.

Upon entering into the forward purchase agreement, Karbon-X Corp. also recognized a deferred revenue liability of \$2,892,000, as the performance obligation to deliver the carbon credits had not yet been satisfied. This deferred revenue will be recognized as income upon delivery of the carbon credits. Refer to Note 7 for further details on deferred revenue.

Subsequent Measurement and True-Up Provision

Subsequent to initial recognition, the equity securities are measured at fair value in accordance with ASC 321, "Investments—Equity Securities". Additionally, as the securities are denominated in a foreign currency, a currency translation adjustment (CTA) is recorded to reflect the impact of exchange rate fluctuations. The CTA is included in other comprehensive income (OCI) in accordance with ASC 830, "Foreign Currency Matters".

As of May 31, 2025, the fair market value (FMV) of New Pubco shares was USD \$0.49 per share. In compliance with ASC 321, the Company marked the investment to fair value, resulting in the following adjustments:

- The fair value of investments was at the current market price of \$0.49 per share.
- To address the difference between the contractual price and the current market price, Karbon-X recorded a securities receivable for the true-up portion guaranteed under the agreements. The true-up provision ensures that the Company will be made whole if the market value of the shares remains below the contracted value during the adjustment period. As of May 31, 2025, no additional shares have been issued under these provisions.

As of May 31, 2025, the balances were as follows:

Description	Balance (USD)
Investments in Equity Securities	\$ 301,260
Securities Receivable	\$ 3,789,651
Total Value	\$ 4,090,911

Fair Value Hierarchy

The equity securities of New Pubco are measured using Level 1 inputs, as the shares are actively traded on the Nasdaq Stock Exchange.

The Company's exposure to impairment is mitigated by the true-up provision, which ensures no loss is ultimately recognized. While the securities are remeasured to fair market value quarterly, the receivable reflects the guaranteed recovery under the agreement.

Note 9 – Internally Developed Software

In accordance with ASC 350-40, the Company has capitalized internally developed software for its development of a mobile application. The software completed its application development stage and all related costs as of March 1, 2025 and any additional costs since then are being expensed as incurred. The software has been completed and placed into service; the Company began amortizing the software over its estimated useful life of three years on March 1, 2025.

As of May 31, 2025 and May 31, 2024, the Company has capitalized internally developed software of \$473,895 and \$521,372, respectively. The Company recorded amortization expense of \$43,081 and \$0 for the years ended May 31, 2025 and 2024, respectively. The decrease in value is primarily attributed to amortization over the asset's useful life, other changes in value are the result of the impact of cumulative translation adjustments (CTA) resulting from the remeasurement of foreign currency values to USD.

Note 10 - Stock Option Plan

Description of the Plan

The Company has adopted the 2024 Employees', Directors', Officers', and Consultants' Stock Option Plan (the "Plan") on May 16, 2024, which authorizes the issuance of options to purchase up to 5,000,000 shares of common stock. The Plan was amended to authorize the issuance of options to purchase up to 15,000,000 shares of common stock. The Plan is designed to attract, retain, and motivate employees, directors, officers, and consultants by providing them with an opportunity to acquire a proprietary interest in the Company.

Types of Options

The Plan provides for the issuance of both Incentive Stock Options (ISOs) and Nonstatutory Stock Options (NSOs). ISOs are intended to qualify under Section 422 of the Internal Revenue Code, while NSOs do not qualify under Section 422.

Eligibility

Options may be granted to employees, directors, officers, and consultants of the Company. Special provisions apply to individuals owning more than 10% of the Company's stock.

Administration

The Plan is administered by the Compensation Committee of the Board of Directors, which has the authority to determine the terms and conditions of each option grant.

Shares Available

The maximum number of shares that may be issued under the Plan is 5,000,000 shares of common stock.

Option Terms:

- **Exercise Price:** The exercise price of options granted under the Plan must be at least 100% of the fair market value of the stock on the date of grant.
- **Term:** Options granted under the Plan have a maximum term of ten years from the date of grant.
- **Vesting:** The vesting schedule for options is determined by the Compensation Committee at the time of grant.

Payment for Shares

Upon exercise of an option, the optionee may pay the exercise price in cash or cashless exercise, with the consent of the Compensation Committee, by tendering shares of common stock.

Adjustments

In the event of a stock split, merger, or other corporate event, the number of shares subject to the Plan and the exercise price of outstanding options will be adjusted as determined by the Compensation Committee.

Transferability

Options granted under the Plan are generally non-transferable, except under specific conditions as outlined in the Plan.

Termination of Employment

The Plan provides specific rules for the exercise of options upon termination of employment, including termination for cause, disability, or death.

Legal Compliance

The issuance of shares under the Plan is subject to compliance with federal and state securities laws.

Plan Duration

The Plan became effective upon adoption by the Board of Directors and options may not be granted after December 31, 2026.

Activity Under the Plan

As of May 31, 2025, the following activity has occurred under the Plan, which started in second quarter of this fiscal year :

Description	Number of Shares	Weighted Average Exercise Price	Weighted average remaining life (in years)
Options Authorized	15,000,000		
Options Granted	4,612,000	\$ 0.79	5.00
Options Exercised	360,000	\$ 0.79	
Options Forfeited	(25,125)	\$ 0.75	
Options Outstanding	4,226,875	\$ 0.79	4.25
Options Vested	1,596,850	\$ 0.79	4.00
Options Unvested	2,630,025	\$ 0.79	4.30

As of May 31, 2025, the intrinsic value of the 4,226,875 outstanding options was \$1,183,525.

Fair Value of Options

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions:

- **Expected Volatility:** 35%
 - The Company determined expected volatility based on an analysis of comparable publicly traded companies in the same or similar industry. As a startup in a new industry, Karbon-X lacks sufficient historical trading data. The analysis considered market trends and the high-growth, high-risk nature of the carbon management and sustainability sector. The selected volatility reflects industry patterns of startups in comparable markets, ensuring reasonability and alignment with peer data.
- **Expected Life:** 5 Years
 - Based on the vesting schedule and anticipated exercise behavior of option holders.
- **Risk-Free Interest Rate:** 5%
 - The rate reflects the yield on U.S. Treasury securities with a term consistent with the expected life of the options. Given the current interest rate environment, a 5% rate is appropriate for options granted during Q3 FY2025. This aligns with the Federal Reserve's policy rates and prevailing market conditions.
- **Expected Dividends:** 0%
 - The Company does not currently pay dividends, consistent with its growth-oriented business strategy.

Stock-Based Compensation Expense

For the year ended May 31, 2025, the Company recognized stock-based compensation expense of USD \$472,219.

Note 11 – Income Taxes

The Company accounts for income taxes in accordance with ASC 740, "Income Taxes." Deferred income taxes are recognized for temporary differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and for operating loss and tax credit carryforwards. A valuation allowance is established when, based on available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Given the Company's history of operating losses and negative evidence outweighing positive evidence, the Company has recorded a full valuation allowance against its net deferred tax assets. Accordingly, no income tax expense (benefit) has been recognized for the years presented.

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Components of loss before income taxes were as follows:

	May 31, 2025	May 31, 2024
Domestic	(2,108,311)	(1,589,940)
Foreign	(4,041,647)	(1,154,643)
Total	(6,149,958)	(2,744,583)

The provision for income taxes consisted of:

	May 31, 2025	May 31, 2024
Federal	-	-
State	-	-
Foreign	-	-
Total income tax expense (benefit)	-	-

	May 31, 2025	May 31, 2024
Deferred tax assets:		
Net operating loss carryforwards	(2,328,333)	(1,036,842)
Valuation allowance	(2,328,333)	(1,036,842)
Net deferred tax assets	-	-
Deferred tax liabilities	-	-
Net deferred tax asset (liability) recognized	-	-

As of May 31, 2025, the Company had U.S. federal and state net operating loss (“NOL”) carryforwards of approximately \$11,087,300 and \$4,937,342, respectively. Federal NOLs generated in tax years beginning after December 31, 2017 do not expire and are available to offset up to 80% of taxable income in future years. The Company had no unrecognized tax benefits as of May 31, 2025 or May 31, 2024 and does not expect a significant change in unrecognized tax benefits within the next 12 months.

Note 12 – Commitments and Contingencies

Legal Proceedings

In February 2024, Karbon-X were notified of a former employee filing a lawsuit against the company for wrongful termination. The Company is currently counter-suing and is expecting to prevail.

Operating Leases

The Company has entered into a operating lease for office space commencing on July 1, 2025, with an early occupancy period beginning on February 1, 2025. The lease has a term of 5 years, expiring on June 30, 2030. During the early occupancy period (February 1, 2025 – June 30, 2025), no rent payments are required.

Lease right-of-use assets represent the right to use an underlying asset pursuant to the lease for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. Lease right-of-use assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception that a lease exists. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using our estimated incremental borrowing rate generally applicable to the location of the lease right-of-use asset, unless an implicit rate is readily determinable. We combine lease and certain non-lease components in determining the lease payments subject to the initial present value calculation. Lease right-of-use assets include upfront lease payments and exclude lease incentives, if applicable. When lease terms include an option to extend the lease, we have not assumed the options will be exercised.

Lease expense for operating leases generally consist of both fixed and variable components. Expense related to fixed lease payments are recognized on a straight-line basis over the lease term. Variable lease payments are generally expensed as incurred, where applicable, and include agreed-upon changes in rent, certain non-lease components, such as maintenance and other services provided by the lessor, and other charges included in the lease. Leases with an initial term of twelve months or less are not recorded on the balance sheet. We recognized total lease expense of approximately \$167,086 and \$28,430 for the years ended May 31, 2025 and 2024, primarily related to operating lease costs paid to lessors from operating cash flows. We entered into our operating lease in April 2024 with a term of five years.

Future minimum lease payments under operating leases that have initial noncancelable lease terms in excess of one year at May 31, 2025 were as follows:

SCHEDULE OF FUTURE MINIMUM LEASE PAYMENTS UNDER OPERATING LEASES	Total
Calendar Year Ended	
2025	\$ 46,356
2026	116,092
2027	123,348
2028	125,767
2029	128,185
Thereafter	54,418
Total lease payment	594,168
Less: Imputed interest	(73,427)
Operating lease liabilities	520,741
Operating lease liability - current	60,475
Operating lease liability - non-current	\$ 460,266

SCHEDULE OF OTHER SUPPLEMENTAL INFORMATION UNDER OPERATING LEASE

Weighted average discount rate	5.00%
Weighted average remaining lease term (years)	5.08

Note 13 – Subsequent Events

On June 1, 2025, the Company entered into an Asset Purchase Agreement with Allcot AG to acquire specified assets (including certain subsidiary shares, intellectual property, database, project pipeline, and contract rights) for cash consideration of \$350,000. The Company expects to account for the transaction as an asset acquisition under ASC 805; valuation is ongoing and the financial effects are not yet reasonably estimable.

The Company converted four convertible notes in August 2025 of principal \$2,193,195 and accrued interest of \$117,329 into 4,749,156 shares at conversion prices ranging from \$0.45 - \$0.90.

On August 5, 2025, the Company issued a \$3.5 million unsecured convertible note to Hedera Foundation SECZ bearing simple interest of 10% per quarter. The note is convertible at the greater of 90% of the 20-day VWAP or \$0.90 per share with a maturity of one year or less.

In July 2025, the Company issued a \$125,000 note and the note was repaid in August 2025.

In August 2025, due to a supplier issue, \$1,276,800 in deferred revenue was refunded to a customer; we are in negotiations with this customer to recommence this contract at a similar price.

Effective July 29, 2025, Christopher Mulgrew is no longer Chief Financial Officer of the Company and Adriana Ebell was appointed Acting Chief Financial Officer.

The Company evaluated subsequent events through September 15, 2025 and identified no other events requiring recognition or additional disclosure.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

See “Item 14. Principal Accounting Fees and Services.”

Item 9A. Controls and Procedures

Disclosure Controls and Procedures.

We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. With the participation of our Chief Executive Officer and Chief Financial Officer, management evaluated the effectiveness of the Company’s disclosure controls and procedures as of May 31, 2025 under Rules 13a-15(e) and 15d-15(e).

Management’s Annual Report on Internal Control over Financial Reporting.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes of accounting principles generally accepted in the United States.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives.

Our management evaluated the effectiveness of the Company’s internal control over financial reporting as of May 31, 2025. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in 2013 Internal Control — Integrated Framework. Based on this evaluation, our management concluded that, as of May 31, 2025, our internal controls over financial reporting were not effective due to material weaknesses arising from limited accounting personnel, which results in insufficient segregation of duties and inadequate review controls over complex and non-routine transactions.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management’s report was not subject to attestation by our registered public accounting firm pursuant to rules of the SEC that permits us to provide only management’s report in this annual report.

Changes in Internal Control over Financial Reporting.

There were no changes in our internal control over financial reporting that occurred during the fiscal year ended May 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

None.

Item 10. Directors, Executive Officers and Corporate Governance

The table below reflects the Company’s executive officers and directors. There is no agreement or understanding between the Company and each current or proposed director or executive officer pursuant to which he was selected as an officer or director. The address for each such officer and director is 6575 West Loop South, Suite 500, Bellaire, TX 77401.

Name	Age	Positions and Offices
Chad Clovis	46	Chief Executive Officer, President and Director
Brett Hull	61	Director
Justin Bourque	44	Director

The Directors and Officers named above will serve until the next annual meeting of the stockholders or until their respective resignation or removal from office. Thereafter, Directors are anticipated to be elected for one-year terms at the annual stockholders’ meeting. Officers will hold their positions at the pleasure of the Board of Directors.

Chad Clovis, Chief Executive Officer, President and Director

Chad Clovis is the Chief Executive Officer of Karbon-X Corp. which he founded in 2022. Mr. Clovis has been the CEO of Chenn Holdings since 2013 performing business development and business expansion services for multiple businesses in the dirt works and oilfield transportation space. In 2014 he was the founder and Operations Manager of CCV Ltd a full-service oilfield trucking company which was successfully sold to Petrogas Logistics in 2016 where Mr. Clovis became the Manager of Northern Operations. After founding Karbon-X in early 2022 Mr. Clovis completed a reverse take over of Cocoluv, Inc., an OTC listed company, and raised substantial funds to operate the business through its growth period. Chad Clovis is 44 years old.

Chad Clovis is a professional operator with more than 80,000 hours operating various pieces of oilfield equipment including high pressure chemical pumpers, sour sealed tank units, high pressure water blast units and hydro vac units of various configurations. Mr. Clovis attended BCIT in 2011 to obtain the National Safety Officer designation, Leadership in Business Excellence designation and Janus Mentor Training designation which he graduated with honors.

Brett Hull, Director

Brett Andrew Hull is a Canadian–American former ice hockey player and general manager, and currently an executive vice president of the St. Louis Blues of the National Hockey League (NHL). He played for the Calgary Flames, St. Louis Blues, Dallas Stars, Detroit Red Wings, and Phoenix Coyotes between 1986 and 2005. His career total of 741 goals is fifth highest in NHL history, and he is one of five players to score 50 goals in 50 games. He was a member of two Stanley Cup winning teams — 1999 with the Dallas Stars and 2002 with the Detroit Red Wings. In 2017 Hull was named one of the 100 Greatest NHL Players in history.

Known as one of the game's greatest snipers, Hull was an elite scorer at all levels of the game. He played college hockey for the University of Minnesota-Duluth Bulldogs, where he scored 52 goals in 1985–86. He scored 50 the following year with the Moncton Golden Flames of the American Hockey League (AHL) and had five consecutive NHL seasons of at least 50 goals. His 86 goals in 1990–91 is the third-highest single-season total in NHL history, with the first two being the same person, Wayne Gretzky. Hull won the Hart Memorial Trophy and Lester B. Pearson Award that year as the league's most valuable player. He was named a first team all-star on three occasions and played in eight NHL All-Star Games.

Justin Bourque, Director

Justin Bourque is an experienced and passionate leader with 27 years of diverse Industry and Indigenous Community development experience.

Presently, Justin is the Founder and President of Asokan Generational Developments, a consulting firm providing strategic advisory services focused on bridging the gap between Industry and Indigenous Communities.

As a passionate Indigenous leader, Justin is deeply committed to enhancing the relationships between corporations and Indigenous Communities. with extensive experience in both, he sees the value in mutually beneficial relationships. Building Indigenous resilience, economic sovereignty and shareholder value through development and management of meaningful partnerships between Indigenous Communities and Industry. He has been at the forefront of ideating, developing and successfully executing a number of major projects, both greenfield and brownfield, representing Indigenous Communities as well as corporate clients. These projects included a number of complex Indigenous equity ownership transactions, where he has served in diverse roles, including as an advisor, management committee representative, project lead, lead negotiator, Indigenous Community leader, President and Director of the Board post-closing. Most recently, Justin has played an integral role in three major Indigenous equity transactions worth approximately \$2.6 billion and involving more than 35 unique Indigenous Communities throughout Alberta. As part of executing these transactions, Justin supported the raise of nearly \$0.5 billion in capital.

In recognition of his exemplary leadership and invaluable contributions to Indigenous Communities, in December 2022, Justin was awarded Queen Elizabeth II's Platinum Jubilee Medal. In November 2023, Asokan was added to the Indigenomics Institute 10 To Watch List for demonstrating excellence and leadership in the emerging \$100 billion Indigenous economy. Justin was also named one of Canada's Top 20 Dynamic CEOs by The CEO Publication; One of 10 Most Innovative Business Leaders to Follow in 2022 by CIO Views; and Top 50 Under 50 by YMM. Justin has also been awarded the JA Northern Alberta Business Hall of Fame "Innovator" Award for his forward-thinking leadership and innovative spirit during his tenure as CEO of Willow Lake Métis Nation in Anzac, Alberta. During his time as CEO, Justin built the Nation's innovative governance and ESG frameworks, and forged several strategic partnerships to create revenue and job opportunities, spur community development, and secure the Nation's future. Under his leadership, Willow Lake Métis became a self-governing Nation. In addition, through the Sohkastwawin initiative, which in Cree means "the act of being resilient", the previously landless Nation purchased 205 acres of land that it plans to reclaim and develop in a sustainable way, providing their community a home for the first time.

Involvement in Certain Legal Proceedings

No director, executive officer, promoter or control person of Karbon-X has, during the last ten years: (i) been convicted in or is currently subject to a pending a criminal proceeding (excluding traffic violations and other minor offenses); (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to any federal or state securities or banking or commodities laws including, without limitation, in any way limiting involvement in any business activity, or finding any violation with respect to such law, nor (iii) any bankruptcy petition been filed by or against the business of which such person was an executive officer or a general partner, whether at the time of the bankruptcy or for the two years prior thereto.

Committees of the Board

Decisions of the Board of Directors are generally taken by written unanimous resolutions. The current Board comprises two members and is intending to hold regularly scheduled meetings. The entire board provides the functions of Audit, Compensation and Governance committees until such time as charters for these committees can be adopted and they can be populated by independent directors.

Family Relationships

None

Compliance with Section 16(A) of The Exchange Act

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires that our directors and executive officers and persons who beneficially own more than 10% of our common stock (referred to herein as the “reporting persons”) file with the SEC various reports as to their ownership of and activities relating to our common stock. Such reporting persons are required by the SEC regulations to furnish us with copies of all Section 16(a) reports they file. Based solely upon a review of copies of Section 16(a) reports and representations received by us from reporting persons, and without conducting any independent investigation of our own during the fiscal year ended May 31, 2024, all forms required, if any, were filed with the SEC by such reporting persons.

Changes in Nominating Procedures

None

Item 11. Executive Compensation

Summary Compensation Table

Compensation Discussion and Analysis

Executive Officer and Director Compensation of the Company

Summary Compensation Table

The following table sets forth the total compensation paid to, or accrued by, the Named Executive Officers and any other employees earning over \$100,000 per year for May 31, 2024 and May 31, 2025. No restricted stock awards, long-term incentive plan payout or other types of compensation were paid to these executive officers during that period.

Name	Year	Fees Earned or paid in cash (\$)	Stock awards (\$)	Option Awards (\$)	Non-equity incentive plan compensation (\$)	Change in pension value and nonqualified deferred compensation earnings	All other compensation (\$)	Total (\$)
Chad Clovis	2024	\$ 180,250						\$ 180,250
	2025	\$ 396,076	70,751				72,750	539,577
Christopher Mulgrew	2024	\$ -	-	-	-	-	-	-
	2025	\$ 282,077	47,312	-	-	-	49,312	378,701

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Employment Agreements

On September 16, 2024 the Company entered into an employment contract with Chad Clovis as President of Karbon-X Project. Pursuant to the contract Mr. Clovis is paid an annual salary of \$450,000.

Equity Compensation Plans

On June 24, 2024 the Company adopted the 2024 Employees' Directors' Officers' and Consultants' Stock Option Plan. Which authorizes the Company to issue up to 5,000,000 options to purchase common stock at a price, term and vesting as determined by the Board of Directors. The plan was amended to authorize the issuance of up to 15,000,000 options to purchase common stock. Also on June 24, 2024 the Company issued 2,105,000 options to employees and officers exercisable for five years at an exercise price of \$0.75 per share.

The Board may grant incentive bonuses to our executive officers and/or future executive officers in its sole discretion. Bonuses will be granted if the Board believes such bonuses are in the Company's best interest, after analyzing our current business objectives and growth, if any, and the amount of revenue we are able to generate each month, which revenue is a direct result of the actions and ability of such executives. Other than our bonus plan we have no current equity compensation plans.

All compensation and stock option plans for executives and employees will be governed by the Compensation and Governance Committee.

Expense Reimbursement

We will reimburse our officers and directors for reasonable expenses incurred during the course of their performance.

Retirement Plans and Benefits.

None.

Director Compensation

We do not have a standard compensation arrangement for directors. The Company intends to form a Compensation and Governance Committee to make such determinations, with approval by both the Board of Directors and the Audit Committee.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table sets forth the number of shares of common stock beneficially owned by (i) those persons or groups known to beneficially own more than 5% of the Company's common stock, (ii) each current director and executive officer of the Company, and (iii) all the current executive officers and directors as a group. The information is set forth as of the time immediately after closing the reorganization.

Pursuant to Rule 13d-3 under the Exchange Act, a beneficial owner of securities is a person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has, or shares, voting power and/or investment power with respect to the securities, and any person who has the right to acquire beneficial ownership of the security within 60 days through any means, including the exercise of any option, warrant or right or the conversion of a security. Any shares that are not outstanding that a person has the right to acquire are deemed to be outstanding for the purpose of calculating the percentage of beneficial ownership of such person, but are not deemed to be outstanding for the purpose of calculating the percentage of beneficial ownership of any other person.

After the acquisition of Karbon-X Project, the following table represents a list of the principal stockholders:

Title of Class	Name of Beneficial Owner	Amount of Beneficial Ownership	Percentage of Stock
Common Stock	Chad Clovis, Chief Executive Officer, President and Director (1)	16,500,000	20.4%
Common Stock	CM Equity AG	5,000,000	6.21%
Common Stock	Morsevo Trading, Inc	4,662,125	5.8%
Common Stock	Hummingbird Trust	4,225,000	5.2%
Common Stock	Tyler Skinner	4,708,334	5.8%
Common Stock	CBKT Ventures	4,074,250	5.0%
Common Stock	Brett Hull, Director	152,777	0.2%
Common Stock	Justin Bourque, Director	111,110	0.1%
Common Stock	All directors and officers as a group (4 persons)	16,763,887	20.8%

(1) Consists of 14,500,000 shares held directly by Mr. Clovis and 2,000,000 shares held by Jennifer Clovis, who is the spouse of Mr. Clovis.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

None

Director Independence

The Company is not currently listed on any national exchange, or quoted on any inter-dealer quotation service, that imposes independence requirements on any committee of the Company's directors, such as an audit, nominating or compensation committee. The Company currently does not currently have any independent directors on its Board.

Item 14. Principal Accounting Fees and Services

Audit Fees

The aggregate fees billed for the fiscal year ended May 31, 2025 and 2024, for professional services rendered by the principal accountants for the audit of the registrant's annual financial statements and review of financial statements included in the registrant's Form 10-K or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements were: \$67,099 and \$46,700, respectively.

Audit Related Fees

Consists of assurance and related services by the independent registered public accounting firm that are reasonably related to the performance of the audit or review of our consolidated financial statements and are not reported above under "Audit Fees." The services for the fees disclosed under this category include consultation regarding our correspondence with the SEC and other accounting consulting. These fees amounted to \$0 for May 31, 2025 and 2024, respectively.

Tax Fees

Consists of all services performed by a principal accountant's tax division except those related to the audit. Typical services include tax compliance, tax planning, and tax advice. Tax compliance services generally include preparation of original and amended tax returns as well as claims for tax refunds. Tax planning and tax advice services would include, but are not limited to, assistance with tax audits and appeals, requests for tax rulings, and tax planning related to mergers and acquisitions. These fees amounted to \$0 for May 31, 2025 and 2024, respectively.

All Other Fees

Other than the services reported above, no other fees billed for professional services provided by the principal accountant.

Audit Committee Pre-Approval Policies

Our Board of Directors performing as the Audit Committee by their Chair has approved the principal accountant's performance of services for the audit of the registrant's annual financial statements and review of financial statements included in our Report on Form 10-K or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for the fiscal year ending May 31, 2025. Audit-related fees and all other fees, if any, were approved by the Board of Directors.

Item 15. Exhibits, Financial Statement Schedules

The following exhibits are filed as part of this Annual Report.

The following Exhibits are included herein:

Exhibit No.	Description
3.1*	Articles of Incorporation of Cocoluv, Inc. dated September 13, 2017.
3.2*	Articles of Amendment of Cocoluv, Inc. April 22, 2022
3.3*	Bylaws
10.1	Reorganization Agreement among Karbon-X Corp., Karbon-X Project and Reymund Guillermo dated as of February 21, 2022. (incorporated by reference to Exhibit 3.1(i) of the Company's filing on Form 8-K filed with the Securities and Exchange Commission on July 1, 2022)
10.2	Employment Agreement dated February 17, 2022 between the Company and Chad Clovis (incorporated by reference to Exhibit 3.1(i) of the Company's filing on Form 8-K filed with the Securities and Exchange Commission on July 1, 2022)
10.3	Employment Agreement dated February 17, 2022 between the Company and Marita Dautel (incorporated by reference to Exhibit 3.1(i) of the Company's filing on Form 8-K filed with the Securities and Exchange Commission on July 1, 2022)
10.4	Commercial Lease Agreement dated May 6, 2022 between the Company and 459063 Ltd. (incorporated by reference to Exhibit 3.1(i) of the Company's filing on Form 8-K filed with the Securities and Exchange Commission on July 1, 2022)
10.5*	Karbon-X Corp. 2024 Employees, Officers', Directors' and Consultants' Stock Option Plan, as amended
10.6*	Joint Venture Agreement dated November 15, 2022 among Karbon-X Project, Silviculture Systems Corp. and 4EverForest Foundation.
10.7*	Joint Venture Partnership Agreement dated August 2023, among Karbon-X Corp., Metis Settlements Development Corporation, and Asokan Generational Developments Ltd..
10.8*	Acquisition Agreement dated May 31, 2023 among Karbon-X Project, Silviculture Systems Corp. and 4EverForest Foundation.
10.9*	Carbon Credit Purchase Agreement effective as of October 14, 2024 between Karbon-X Corp. and Devvstream Holdings, Inc.
10.10	Asset Purchase Agreement between Karbon-X Corp. and Allcot AG dated as of May 14, 2025 (incorporated by reference to Exhibit 10.1 of the Company's filing on Form 8-K filed with the Securities and exchange Commission on June 30, 2025.
21.1*	List of Subsidiaries
31.1*	Rule 13(a)-14(a)/15(d)-14(a) Certification of Chief Executive Officer
31.2*	Rule 13(a)-14(a)/15(d)-14(a) Certification of Chief Financial Officer
32.1*	Section 1350 Certification of Chief Executive Officer
32.2*	Section 1350 Certification of Chief Financial Officer
101.INS*	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CA *	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

*Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment No 1 to the Company's Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

Karbon-X Corp.

Date: September 16, 2025

By: /s/ Chad Clovis
Chad Clovis
Chief Executive Officer
(principal executive officer and
principal financial officer)

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date: September 16, 2025

/s/ Chad Clovis
**Chad Clovis, Director
and Chief Executive Officer**

Date: September 16, 2025

/s/ Adriana Ebell
Adriana Ebell Acting Chief Financial Officer

Date: September 16, 2025

/s/ Brett Hull
Brett Hull, Director

Date: September 16, 2025

/s/ Justin Bourque
Justin Bourque, Director



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsos.gov



040105

Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170391663-58 Filing Date and Time 09/13/2017 9:19 AM Entity Number E0439762017-2
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	COCOLUV INC.		
2. Registered Agent for Service of Process: (check only one box)	☒ Commercial Registered Agent: STATE AGENT AND TRANSFER SYNDICATE, INC. Name ☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address _____ City _____ Nevada _____ Zip Code _____ Mailing Address (if different from street address) _____ City _____ Nevada _____ Zip Code _____		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 200,000,000	Par value per share: \$ 0.001	Number of shares without par value: _____
4. Names and Addresses of the Board of Directors/ Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/ trustees)	1) GEOFF NORMAN Name 112 NORTH CURRY STREET CARSON CITY NV 89703 Street Address City State Zip Code 2) _____ Name _____ Street Address City State Zip Code		
5. Purpose: (optional; required only if Benefit Corporation status selected)	The purpose of the corporation shall be: _____		
6. Benefit Corporation: (see instructions)	☐ Yes		
7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. State Agent and Transfer Syndicate, Inc. Name 112 North Curry Street Carson City NV 89703 Address City State Zip Code		
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. ☒ <i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date 09/12/2017		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised: 1-5-15



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>Barbara K. Cegauske</i>	Business Number E0439762017-2
Secretary of State State Of Nevada	Filing Number 2022238840
	Filed On 4/7/2022 10:43:00 AM
	Number of Pages 2

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity as on file with the Nevada Secretary of State: Cocoluv, Inc. Entity or Nevada Business Identification Number (NVID): E0439762017-2
2. Restated or Amended and Restated Articles: (Select one) (If amending and restating only, complete section 1, 2, 3, 5 and 6)	☐ Certificate to Accompany Restated Articles or Amended and Restated Articles ☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate. ☐ Amended and Restated Articles * Restated or Amended and Restated Articles must be included with this filing type.
3. Type of Amendment Filing Being Completed: (Select only one box) (If amending, complete section 1, 3, 5 and 6.)	☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock) The undersigned declare that they constitute at least two-thirds of the following: (Check only one box) ☐ incorporators ☐ board of directors The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued ☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock) The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 50.3% ☐ Officer's Statement (foreign qualified entities only) - Name in home state, if using a modified name in Nevada: Jurisdiction of formation: Changes to takes the following effect: ☐ The entity name has been amended. ☐ Dissolution ☐ The purpose of the entity has been amended. ☐ Merger ☐ The authorized shares have been amended. ☐ Conversion ☐ Other: (specify changes) * Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation.

This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
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Website: www.nvsos.gov

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)

Date:

Time:

(must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- ☒ The entity name has been amended.
☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
☐ The purpose of the entity has been amended.
☐ The authorized shares have been amended.
☐ The directors, managers or general partners have been amended.
☐ IRS tax language has been added.
☐ Articles have been added.
☐ Articles have been deleted.
☐ Other.

The articles have been amended as follows: (provide article numbers, if available)

Article 1. The name of the corporation is Karbon-X Corp.

(attach additional page(s) if necessary)

6. Signature: (Required)

X

Signature of Officer or Authorized Signer

CEO

Title

X

Signature of Officer or Authorized Signer

Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:

(attach additional page(s) if necessary)

This form must be accompanied by appropriate fees.

BYLAWS OF

KARBON-X CORP.ARTICLE IMEETING OF STOCKHOLDERS

SECTION 1.01. Annual Meetings. The annual meeting of stockholders for the election of Directors and for the transaction of such other proper business, notice of which is given in the notice of the meeting, shall be held on such date and at such time and place, within or without the State of Nevada, as shall be designated by the Board of Directors and set forth in the notice of such meeting. Annual meetings shall be held within thirteen months subsequent to the date of the last annual meeting of stockholders.

SECTION 1.02. Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman of the Board of Directors or by the Chief Executive Officer or President of the Corporation or by the Board of Directors. If requested in writing by the holders of not less than 25% of the aggregate of the Corporation's then outstanding capital stock specifying the purpose or purposes of the meeting and delivered to the Chairman of the Board, the Chief Executive Officer or the Secretary, special meetings of stockholders shall be called by the Chairman of the Board, the Chief Executive Officer or the Secretary. Only such business as is specified in the notice of any special meeting of the stockholders shall come before a special meeting. If a special meeting is properly called by the stockholders, the Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) and not more than one hundred twenty (120) days after the date of receipt of the request. For a special meeting to be properly called by the stockholders, the request in writing for such special meeting shall be adequate as provided in Section 1.08 below. Special meetings shall be held at such place within or without the State of Nevada and at such hour as may be designated in the notice of such meeting and the business transacted shall be confined to the object stated in the notice of the meeting.

SECTION 1.03. Notice of Stockholders' Meetings. The notice of all meetings of stockholders shall be in writing and shall state the place, date and hour of the meeting. The notice of an annual meeting shall state that the meeting is called for the election of the Directors to be elected at such meeting and for the transaction of such other business as is stated in the notice of the meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called and shall also indicate that it is being issued by or at the direction of the person or persons calling the meeting.

A copy of the notice of each meeting of stockholders shall be given, personally or by mail, not less than ten days nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting at his or her record address or at such other address as he may have furnished by request in writing to the Secretary of the Corporation. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the adjournment is for more than thirty days or the Directors, after adjournment, fix a new record date for the adjourned meeting.

Notice of a meeting need not be given to any stockholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of a stockholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice of the meeting.

SECTION 1.04. Quorum at Stockholders' Meetings: Vote Required. At any meeting of the stockholders the holders of a majority of the outstanding shares entitled to vote thereat shall constitute a quorum. If there shall be less than a quorum at any meeting of the stockholders a majority of those present in person or by proxy may adjourn the meeting.

Directors shall be elected by a plurality of the votes cast at a meeting of stockholders by the holders of shares entitled to vote in the election. Whenever any corporate action, other than the election of Directors, is to be taken by vote of the stockholders, it shall, except as otherwise required by the General Corporation Law of the State of Nevada, be authorized by a majority of the votes cast at a meeting of stockholders by the holders of shares entitled to vote thereon.

SECTION 1.05. Organization. The Chairman of the Board, if there shall be an incumbent Chairman of the Board, or, otherwise the person designated by the Board of Directors (or, in the absence of such designation, the highest ranking officer of the Corporation who is present at the meeting) shall call to order meetings of stockholders and shall act as chairman of such meetings. The Secretary of the Corporation shall act as secretary of meetings of stockholders. If the Secretary of the Corporation is absent from the meeting, the secretary of the meeting shall be such person as the chairman of the meeting shall appoint.

SECTION 1.06. Conduct of Business. The chairman of any meeting of stockholders shall determine the order of business and the procedures to be followed at the meeting, including regulation of the manner of voting and of the conduct of discussion. The chairman or secretary of the meeting shall announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote.

SECTION 1.07. Inspectors at Stockholders' Meetings. The Board of Directors, in advance of any stockholders meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at the stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

SECTION 1.08. Proper Business; Stockholder Proposals; Notice Requirements; Nomination of Directors for Election. At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before the meeting, business must be (i) specified in the notice of the meeting given by or at the direction of the Board of Directors, (ii) properly brought before the meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the meeting by a stockholder of the Corporation who gives timely and adequate written notice to the Secretary of the Corporation of such business such stockholder intends to bring before the meeting, was a stockholder of record at the time such stockholder gives such notice and who is entitled to vote at the meeting.

To be timely, such notice must be received by the Secretary not earlier than one hundred fifty (150) and not later than ninety (90) days before the first anniversary of the annual meeting in the preceding year.

To be adequate, such notice shall set forth as to each matter the stockholder proposes to bring before the meeting (i) a brief description of the business desired to be brought before the meeting which business shall be a proper matter for stockholder action under the Nevada General Corporation Law, (ii) the reasons for conducting such business at the meeting, (iii) any material interest in such business of the stockholder of record and the beneficial owners, if any, on whose behalf the proposal is made, (iv) the name and address of the stockholder of record and such beneficial stockholders, if any, (v) the class and number of shares owned by the stockholder of record and such beneficial owners, (vi) a representation by such stockholder of record that such stockholder intends to appear at the meeting in person or by proxy to bring the business before the meeting, and (vii) if such business includes a proposal to amend the Certificate of corporation or the By-Laws of the Corporation, the language of the proposed amendment.

Where the business proposed is the nomination for election or re-election of a Director or Directors at an annual or special meeting, a notice of proposed business intended to be brought before an annual meeting or a request in writing for a special meeting by holders of the proper amount of the Corporation's capital stock, shall, in order to be adequate, set forth as to each person whom the stockholder or stockholders propose to nominate for election or reelection as a Director, (i) the name, age, business address and residence address of the person, (ii) the principal occupations or employments of the person currently and for the prior five years, (iii) a description of all arrangements or understandings between or among the person or persons proposed as a nominee and the proposing stockholder or stockholders and any other persons including their names, and (iv) a statement signed by the person that such person consents to being named as a nominee, and, if elected, the person intends to serve as a Director.

The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of the proposed nominee to serve as a Director of the Corporation. Information concerning the proposed nominee need not be included in the proxy statement furnished to stockholders by the Corporation in connection with an annual meeting and nothing in this Section is intended to govern or shall be deemed to affect any rights of stockholders or the Corporation to request or deny inclusion of proposals in a proxy statement issued by the Corporation pursuant to Rule 14a-8 under the Securities Exchange Act of 1934. These provisions shall not apply to nomination of any persons entitled to be separately elected by holders of any class or series of capital stock pursuant to the terms of such capital stock or pursuant to the terms of any contract to which the Corporation shall be a party.

SECTION 1.09. Proxies and Voting. At any meeting of stockholders, each stockholder entitled to vote may vote in person or by proxy. Each stockholder shall have one vote for each share of capital stock entitled to vote which is registered in his or her name on the record date for the meeting, except as otherwise provided in these By-Laws or as otherwise required by law. All voting by stockholders, except on the election of Directors and except as otherwise required by law, may be by voice vote; provided, however, that upon demand therefor by a stockholder (or by his or her proxy) entitled to vote, a stock vote shall be taken. Each stock vote shall be taken by written ballots, each of which shall state the name of the stockholder (or proxy) voting. Each vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting. Elections of Directors shall be determined by a plurality of the votes cast; except as otherwise required by law, all other matters shall be determined by a majority of votes cast.

SECTION 1.10. Adjournment. Any meeting of stockholders, annual or special, may be adjourned from time to time to reconvene at the same place or another place. Notice need not be given of any such adjourned meeting if the date, time, and place thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than thirty (30) days or if a new record date is fixed for the adjourned meeting, written notice of the date, time, and place of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

ARTICLE II DIRECTORS

SECTION 2.01. Qualifications and Number; Vacancies. A Director need not be a stockholder, a citizen of Canada or the United States, or a resident of the State of Nevada. The number of Directors constituting the entire Board is hereby fixed at between one and five Directors, any of which may be an officer or employee of the Company.

The Directors shall be chosen from among the nominees receiving the greatest plurality of votes from stockholders at the annual meeting of stockholders.

The number of Directors may be increased or decreased by amendment of these by-laws duly adopted by either the stockholders or by resolution of the Board of Directors adopted by the same vote that is necessary under Article VII hereof to amend these bylaws. No decrease shall shorten the term of any incumbent Director. Any Director may be removed for cause by the vote of stockholders holding 51% or more of the issued and outstanding common stock of the Company.

Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director.

SECTION 2.02. Term. Each director shall hold office until the next annual meeting of stockholders and until his or her successor has been elected and qualified, or until the Director shall sooner resign, retire, become deceased or be removed by the stockholders. Any Director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such Director to the Chairman, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

SECTION 2.03. Place and Time of Meetings of the Board. Regular and special meetings of the Board shall be held at such places (within or without the State of Nevada) and at such times as may be fixed by the Board or upon call of the Chief Executive Officer of the Corporation or President (or of the executive committee if constituted) or of any two Directors.

SECTION 2.04. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business, but if there shall be less than a quorum at any meeting of the Board, a majority of those present (or if only one be present, then that one) may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice. At all meetings of Directors, a quorum being present, all matters shall be decided by the vote of a majority of the Directors present at the time of the vote.

SECTION 2.05. Chairman of the Board. The Directors may elect one of their members to be Chairman of the Board of Directors. The Chairman of the Board of Directors shall be subject to the control of, and may be removed with or without cause by, the Board of Directors. The Chairman of the Board of Directors shall perform such duties as may from time to time be assigned to him or her by the Board of Directors.

SECTION 2.06. Remuneration of Directors. In addition to reimbursement for his or her reasonable expenses incurred in attending meetings or otherwise in connection with his or her attention to the affairs of the Corporation, each Director as such, and as a member of any committee of the Board, shall be entitled to receive such remuneration as may be fixed from time to time by the Board.

SECTION 2.07. Notice of Meetings of the Board. Regular meetings of the Board may be held without notice if the time and place of such meetings are fixed by the Board. All regular meetings of the Board, the time and place of which have not been fixed by the Board, and all special meetings of the Board shall be held upon twenty-four hours' notice to the Directors given by letter or confirmed facsimile email or other electronic means. No notice need specify the purpose of the meeting. Any requirement of notice shall be effectively waived by any Director who signs a waiver of notice before or after the meeting or who attends the meeting without protesting (prior thereto or at its commencement) the lack of notice to him. Meetings of the Board of Directors may be held without notice immediately after annual meetings of stockholders.

SECTION 2.08. Executive Committee and Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other committees to serve at the pleasure of the Board. Each committee shall consist of three or more Directors. If constituted during the intervals between the meetings of the Board, the Executive Committee shall have all of the authority of the Board of Directors. Each other committee shall be empowered to perform such functions as may, by resolution, be delegated to it by the Board.

The Board of Directors may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meetings of such committee. Vacancies in any committee, whether caused by resignation or by increase in the number of members constituting said committee, shall be filled by a majority of the entire Board of Directors. The Executive Committee (if constituted) may fix its own quorum. In the absence or disqualification of any member of any such committee, the member or members thereof present at any meeting and not disqualified from voting whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

SECTION 2.09. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee. Such written consent may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered by facsimile or other electronic means shall be deemed an original signature thereto.

SECTION 2.10. Telephonic Meetings. Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors, or of any committee of the Board of Directors to participate in meetings of the Board of Directors (or of such committees) by means of conference telephone or other communications equipment by means of which all persons participating in such meeting can hear each other.

SECTION 2.11. Removal of a Director. Any director of the Corporation may be removed by a vote or consent of a majority of the Stockholders of the Company. Any director of the Corporation may also be removed by a vote of a majority of the Board of Directors in the event such Director has violated his or her fiduciary duties to the Corporation or has violated the Corporate Code of Conduct as then in effect.

ARTICLE III OFFICERS

SECTION 3.01. Officers. The Board of Directors, at its first meeting held after the annual meeting of stockholders in each year shall elect a President, one or more Vice Presidents, a Chief Financial Officer or Treasurer, and a Secretary and may, in its discretion, also appoint from time to time such other officers or agents as it may deem proper. The Chairman of the Board shall be elected from among the members of the Board of Directors. The Board shall consider the recommendations of the Chief Executive Officer of the Corporation for any such positions, but shall not be bound by such recommendations.

Any two or more offices may be held by the same person.

Unless otherwise provided in the resolution of election or appointment or in the employment agreement with an officer, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of stockholders and until his or her successor has been elected and qualified; provided, however, that the Board of Directors may, unless otherwise provided in such resolution or agreement, remove any officer for cause or without cause at any time.

SECTION 3.02. Chairman of the Board. The Chairman shall, if present, preside at all meetings of the stockholders and Board of Directors. The Chairman shall act as lead director and serve as principal interface between the Board of Directors and management of the Corporation and shall work with the Chief Executive Officer and/or President to develop agendas for all meetings of the Board of Directors. He shall also consult with and recommend to the Nominating and Corporate Governance Committee, the membership of the various committees of the Board of Directors. The Chairman shall have the right to attend committee meetings of the Board of Directors whenever appropriate. The Chairman shall also do and perform any and all other acts and duties which may be assigned to him from time to time by the Board of Directors.

SECTION 3.03. Chairman of Executive Committee. The Chairman of the Executive Committee shall, if present, preside at all meetings of the Executive Committee (if constituted) and shall do and perform all other acts and duties which may be assigned to him from time to time by the Board of Directors.

SECTION 3.04. Chief Executive Officer. In the absence of the Chairman of the Board or his or her inability to act, the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board of Directors. The Chief Executive Officer shall do and perform all other acts and duties which may be assigned to him from time to time by the Board of Directors or the Chairman of the Board.

SECTION 3.05. The Chief Financial Officer. The Chief Financial Officer shall be responsible for the financial affairs of the Corporation as may be delegated to the Chief Financial Officer by the Chief Executive Officer and, if the Chief Financial Officer shall be absent or unable to act, the Board of Directors shall promptly elect a permanent or temporary Chief Financial Officer.

SECTION 3.06. Vice Presidents. The Vice Presidents shall do and perform such acts and duties as may be assigned to them from time to time by the Board of Directors, the Chairman of the Board or the President.

SECTION 3.07. Designations of CEO, CFO and COO. The Board of Directors shall from time to time designate the persons, whether by name or title, who shall be the Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO") and Chief Operating Officer ("COO") of the Corporation. The CEO shall have general supervision of the affairs of the Corporation subject to the control of the Board of Directors. Each of the CEO, the CFO and the COO shall have the power on behalf of the Corporation to execute and deliver all contracts, instruments, conveyances or documents and to affix the corporate seal thereto.

SECTION 3.08. Secretary. The Secretary shall keep minutes of the proceedings and the resolutions adopted at all meetings of the stockholders and the Board of Directors, and shall give due notice of the meetings of the stockholders and the Board of Directors. He or she shall have charge of the seal and all books and papers of the Corporation, and shall perform all duties incident to his or her office. In case of the absence or disability of the Secretary, his or her duties and powers may be exercised by such person as may be appointed by the Board of Directors or the Executive Committee.

SECTION 3.09. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any other provision of these By-Laws.

SECTION 3.10. Facsimile Signatures of Officers and Directors. Facsimile or electronic signatures of any officer or director may be used whenever authorized by these By-Laws or by the Board of Directors.

SECTION 3.11. Action with Respect to Securities of Other Entities. Unless otherwise prescribed by the Board of Directors, the Chief Executive Officer, the President or Secretary (or any other officer designated by the Chief Executive Officer to act in their stead) shall have power and authority on the Corporation's behalf to attend (and to act and vote at) meetings of holders of securities of any entity in which the Corporation shall own or hold securities. At such meetings, the Chief Executive Officer, the President, Secretary or Chief Executive Officer's designee, as the case may be, shall possess (and may exercise) all rights and powers incident to the ownership or holding of such securities which the Corporation might have possessed and exercised. The Chief Executive Officer, the President, the Secretary or the Chief Executive Officer's designee may execute and deliver on the Corporation's behalf powers of attorney, proxies, consents, waivers, and other instruments relating to the securities owned or held by the Corporation.

ARTICLE IV INDEMNIFICATION

SECTION 4.01. Indemnification. (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article IV.

(f) The indemnification provided by this Article IV shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Board of Directors may authorize, by a vote of a majority of the full Board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article IV.

ARTICLE V CAPITAL STOCK

SECTION 5.01. Share Certificates. Each certificate representing shares of the Corporation shall be in such form as may be approved by the Board of Directors and, when issued, shall contain upon the face or back thereof the statements prescribed by the Nevada General Corporation Law and by any other applicable provision of law. Each such certificate shall be signed by the Chairman, Chief Executive Officer or President or a Vice President and by the Secretary, Chief Financial Officer or Treasurer or an Assistant Secretary. The signatures of said officers upon a certificate may be facsimile if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificates which the Corporation shall issue to represent such class or series of stock or there shall be set forth on the face or back of the certificates which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish, without charge to each stockholder who so requests, the designations, references and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Any restriction imposed upon the transfer of shares or registration of transfer of shares shall be noted conspicuously on the certificate representing the shares subject to such restriction.

SECTION 5.02. Lost, Destroyed or Stolen Certificates. No certificate representing shares shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of an affidavit stating that such certificate has been lost, stolen, or destroyed and/or other evidence of such loss, destruction or theft as may be requested by the Board of Directors, and on delivery to the Corporation, if the Board of Directors shall so require, of a bond of indemnity in such amount, upon such terms and secured by such surety as the Board of Directors may in its discretion require.

SECTION 5.03. Transfer of Shares. The shares of stock of the Corporation shall be transferable or assignable on the books of the Corporation only by the person to whom they have been issued or his or her legal representative, in person or by attorney, and only upon surrender of the certificate or certificates representing such shares properly assigned. The person in whose name shares of stock shall stand on the record of stockholders of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 5.04. Record Dates. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other action, the Board may fix, in advance, a date as the record date for any such determination of stockholders. Such date shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Signing of Instruments. All checks, drafts, notes, acceptances, bills of exchange, and orders for the payment of money shall be signed in such manner and by such person or persons as may be authorized from time to time by the Board of Directors or by the by-laws.

SECTION 6.02. Corporate Seal. The seal of the Corporation shall be in such form and shall have such content as the Board of Directors shall from time to time determine.

SECTION 6.03. Pro-Forma Banking and Qualification Resolutions. Resolutions from time to time necessary or appropriate for the opening or maintenance by the Corporation of any account with any bank, trust company, or broker-dealer or for the qualification of the Corporation to do business under the laws of any province or state shall be effective and shall be adopted in the exact words of such pro-forma resolution as of the date of certification thereof so long as such resolutions shall be certified by the Secretary or an Assistant Secretary of the Corporation and filed with the permanent records of the resolutions of the Directors of the Corporation.

SECTION 6.04. Fiscal Year. The Corporation's fiscal year shall be the twelve calendar months ending May 31 in each year unless otherwise fixed by the Board of Directors.

SECTION 6.05. Time Periods. Whenever these By-Laws require that an act be done or not be done a specified number of days prior to or after the occurrence of any event (or require that an act be done or not be done within a period of days prior to or after the occurrence of an event), calendar days shall be used, with the day of the doing of such act excluded and the day of the occurrence of such event included.

ARTICLE VII
AMENDMENTS OF BY-LAWS

SECTION 7.01. Amendments by Directors. These by-laws may be altered, amended or repealed at any meeting, by vote of a majority of the Board of Directors, provided that notices of the proposed amendments shall have been sent by mail to all the Directors not less than three days before the meeting at which they are to be acted upon, or at any regular meeting of the Directors, by the unanimous vote of all the Directors present.

SECTION 7.02. Amendment by Stockholders. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

KARBON-X CORP.
2024 EMPLOYEES', OFFICERS, DIRECTORS' AND CONSULTANTS'
STOCK OPTION PLAN

Upon adoption by the Board of Directors, this 2024 Employees', Directors', Officers' and Consultants' Stock Option Plan (the "Plan") authorizes Karbon-X Corp. to issue options to purchase up to 5,000,000 shares of common stock, on terms to be determined pursuant to option agreements, to its Employees, Directors, Officers and Consultants subject to the following terms.

1. Purpose of the Plan.

The purpose of the Plan is to enable the Company to attract, retain and motivate its employees, directors and qualified consultants by providing for or increasing the proprietary interests of such employees, directors and consultants in the Company through increased stock ownership.

The Plan provides for options which either (i) qualify as incentive stock options ("Incentive Options") within the meaning of that term in Section 422 of the Internal Revenue Code of 1986, as amended, or (ii) do not so qualify under Section 422 of the Code ("Nonstatutory Options") (collectively "Options"). Any Option granted under this Plan will be clearly identified at the time of grant as to whether it is intended to be either an Incentive Option or a Nonstatutory Option.

2. Definitions.

The following terms, when appearing in the text of this Plan in capitalized form, will have the meanings set out below:

(a) "Board" means the Board of Directors of the Company.

(b) "Code" means the Internal Revenue Code of 1986, as heretofore or hereafter amended.

(c) "Committee" means the committee appointed by the Board pursuant to Section 3 below.

(d) "Company" means Karbon-X Corp. or any parent or "subsidiary corporation," as that term is defined by Section 424(f) of the Code, thereof, unless the context requires it to be limited to Competitive Technologies, Inc..

(e) "Consultants" means the class of persons consisting of individuals engaged by the Company by contract or otherwise to provide services to the Company as the Committee shall so determine.

(f) "Directors" means the class of persons consisting of individuals duly elected to and actively serving on the Company's Board of Directors.

(g) "Disabled Grantee" means a Grantee who is disabled within the meaning of Section 422(c)(6) of the Code.

(h) "Employees" means the class of employees consisting of individuals regularly employed by the Company on a full-time salaried basis who are identified as key employees, or such other employees as the Committee shall so determine.

(i) "Executive Officer" means those individuals who, on the last day of the taxable year at issue: (i) served as the Company's chief executive officer or was acting in a similar capacity, regardless of compensation level; and (ii) the four most highly compensated executive officers (other than the chief executive officer) all as determined pursuant to Treasury Regulation 1.162-27(c)(2).

(j) "Fair Market Value" means, with respect to the common stock of the Company, the price at which the stock would change hands between an informed, able and willing buyer and seller, neither of which is under a compulsion to enter into the transaction. Fair Market Value will be determined in good faith by the Committee in accordance with a valuation method which is consistent with the guidelines set forth in Treasury Regulation 1.421-7 (c) (2) or any applicable regulations issued pursuant to Section 422(a) of the Code. Fair Market Value will be determined without regard to any restriction other than a restriction which, by its terms, will never lapse.

(k) "Grantee" means an eligible Employee, Director or Consultant under this Plan who has been granted an Option.

(l) "Incentive Option" means an Option that qualifies for the benefit described in Section 421 of the Code, by virtue of compliance with the provisions of Section 422 of the Code.

(m) "Nonstatutory Option" means an Option that is not an Incentive Option.

(n) "Option" means either an Incentive Option or a Nonstatutory Option granted under this Plan.

(o) "Option Agreement" means the agreement entered into between the Company and an individual Grantee and specifying the terms and conditions of the Option granted to the Grantee, which terms and conditions will recite or incorporate by reference: (i) the provisions of this Plan which are not subject to variation; and (ii) the variable terms and conditions of each Option granted hereunder which will apply to that Grantee.

(p) "Optionee" means a Grantee, and, under the appropriate circumstances, his guardian, representative, heir, distributee, legatee or successor in interest, including any transferee.

(q) "Stock" means the Company's common stock.

3. Administration of the Plan.

(a) Committee Membership. The Plan shall be administered by a committee appointed by the Board, to be known as the Compensation Committee (the "Committee"). The Committee shall be not less than two members and to the extent possible shall be comprised solely of Non-employee Directors, as defined by Rule 16b-3(b)(3)(i) of the Securities Exchange Act of 1934 ("1934 Act"), or any successor definition adopted by the Securities and Exchange Commission, and who shall each also qualify as an Outside Director for purposes of Section 162(m) of the Code. Any vacancy occurring on the Committee may be filled by appointment by the Board. The Board at its discretion may from time to time appoint members to the Committee in substitution of members previously appointed, may remove members of the Committee and may fill vacancies, however caused, in the Committee.

(b) Committee Procedures. The Committee shall select one of its members as chairman and shall hold meetings at such times and places as it may determine. A quorum of the Committee shall consist of a majority of its members, and the Committee may act by vote of a majority of its members present at a meeting at which there is a quorum, or without a meeting by written consent signed by all members of the Committee. If any powers of the Committee hereunder are limited or denied by the Board or under applicable law, the same powers may be exercised by the Board.

(c) Committee Powers and Responsibilities. The Committee will interpret the Plan, prescribe, amend and rescind any rules or regulations necessary or appropriate for the administration of the Plan, and make such other determinations and take such other actions it deems necessary or advisable, except as otherwise expressly reserved for the Board. Subject to the limitations imposed by the Board or under applicable law and the terms of the Plan, the Committee may periodically determine which Employees, Directors, Officers and/or Consultants should receive Options under the Plan, whether the options shall be Incentive Options or Nonstatutory Options, the number of shares covered by such Options, the per share purchase price for such shares, and the terms thereof, including but not limited to transferability of such Options, and shall have full power to grant such Options. In making its determinations, the Committee shall consider, among other relevant factors, the importance of the duties of the Grantee to the Company, his or her experience with the Company, and his or her future value to the Company. All decisions, interpretations and other actions of the Committee shall be final and binding on all Grantees, Optionees and all persons deriving their rights from a Grantee or Optionee. No member of the Board or the Committee shall be liable for any action taken or failed to be taken in good faith or for any determination made pursuant to the Plan.

4. Stock Subject to Plan.

This Plan authorizes the Committee to grant Options to Employees, Directors and/or Consultants up to the aggregate amount of 5,000,000 shares of Stock, subject to eligibility and any limitations specified herein. Adjustment in the shares subject to the Plan shall be made as provided in Section 9. Any shares covered by an Option which, for any reason, expires, terminates or is canceled may be reoptioned under the Plan.

5. Eligibility

(a) General Rule. All Employees, Directors, Officers and Consultants defined in Section 2(e) and 2(g) shall be eligible.

(b) Ten Percent Stockholders. An Employee, Director or Consultant who owns more than ten percent (10%) of the total combined voting power of all classes of outstanding Stock shall not be eligible for designation as a Grantee of an Incentive Option unless (i) the exercise price for each share of Stock subject to such Incentive Option is at least one hundred ten percent (110%) of the Fair Market Value of a share of Stock on the date of grant, and (ii) such Incentive Option, by its terms, is not exercisable after the expiration of five (5) years from the date of grant.

(c) Attribution Rules. For purposes of Subsection (b) above, in determining stock ownership, an Employee, Director, Officer or Consultant shall be deemed to own the Stock owned, directly or indirectly, by or for his brothers, sisters (whether by whole or half blood), spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be deemed to be owned proportionately by or for its stockholders, partners or beneficiaries.

(d) Outstanding Stock. For purposes of Subsection (b) above, "Outstanding Stock" shall include all Stock actually issued and outstanding immediately after the grant. "Outstanding Stock" shall not include shares authorized for issuance under outstanding options held by the Employee, Director or Consultant, or by any other person.

(e) Individual Limits of Executive Officers. Subject to the provisions of Section 9 hereof, the number of option shares granted in a fiscal year to any Executive Officer shall not exceed 500,000 shares for the first fiscal year during which such person becomes an Executive Officer and shall not exceed 1,000,000 shares for any subsequent fiscal year during which such person serves as an Executive Officer.

(f) Incentive Option Limitation. The aggregate Fair Market Value of the stock for which Incentive Options granted to any one eligible Employee, Director or Consultant under this Plan and under all incentive stock option plans of the Company, its parent(s) and subsidiaries, may by their terms first become exercisable during any calendar year shall not exceed \$100,000, determining Fair Market Value of the stock subject to any Option as of the time that Option is granted. If the date on which one or more Incentive Options could be first exercised would be accelerated pursuant to any other provision of the Plan or any Stock Option Agreement referred to in Section 6(a), or an amendment thereto, and the acceleration of such exercise date would result in a violation of the restriction set forth in the preceding sentence, then notwithstanding any such other provision the exercise date of such Incentive Options shall be accelerated only to the extent, if any, that is permitted under Section 422 of the Code and the exercise date of the Incentive Options with the lowest option prices shall be accelerated first. Any exercise date which cannot be accelerated without violating the \$100,000 restriction of this section shall nevertheless be accelerated, and the portion of the Option becoming exercisable thereby shall be treated as a Nonstatutory Option.

6. Terms and Conditions of All Options Under the Plan.

(a) Option Agreement. All Options granted under the Plan shall be evidenced by a written Option Agreement and shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in an Option Agreement.

(b) Number of Shares. Each Option Agreement shall specify the number of shares of the Stock each such Employee, Director or Consultant will be entitled to purchase pursuant to the Option and shall provide for the adjustment of such number in accordance with Section 9. Each Option Agreement shall state the minimum number of shares which must be exercised at any time, if any.

(c) Nature of Option. Each Option Agreement shall specify the intended nature of the Option as an Incentive Option, a Nonstatutory Option or partly of each type.

(d) Exercise Price. Each Option Agreement shall specify the exercise price. The exercise price of either the Incentive Option or the Nonstatutory Option shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Stock on the date of grant. Subject to the foregoing, the exercise price under any Option shall be determined by the Committee in its sole discretion. The exercise price shall be payable in the form described in Section 7.

(e) Term of Option. The Option Agreement shall specify the term of the Option. The term of any Option granted under this Plan is subject to expiration, termination, and cancellation as set forth within this Plan.

(f) Exercisability; Vesting. Each Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. Such Option shall not be exercisable after the expiration of such term which shall be fixed by the Committee, but in any event not later than ten years from the date such Option is granted. Subject to the provisions of the Plan, the Committee may grant Options which are vested, or which become vested upon the happening of an event or events as specified by the Committee.

(g) Withholding Taxes. Upon exercise of any Nonstatutory Option (or any Incentive Option which is treated as a Nonstatutory Option because it fails to meet the requirements set forth in the Code for Incentive Options), the Optionee must tender full payment to the Company for any federal income tax withholding required under the Code in connection with such exercise ("Withholding Tax"). If the Optionee fails to tender to the Company the Withholding Tax, the Committee, at its discretion, shall withhold from the Optionee any and all shares subject to such Option, and accordingly, subject to Withholding Tax until such time as either of the following events has occurred:

(i) the Optionee tenders to the Company payment in cash to pay the Withholding Tax; or

(ii) if the Optionee is an Employee, the Company withholds from the Optionee's wages an amount sufficient to pay the Withholding Tax.

(h) Termination and Acceleration of Option.

For Incentive Options:

(i) If the employment of a Grantee who is not a Disabled Grantee is terminated without cause, or such Grantee voluntarily quits or retires under any retirement plan of the Company, any then outstanding and exercisable stock option held by such a Grantee shall be exercisable, in accordance with the provisions of the Option Agreement, by such Grantee at any time prior to the expiration date of such Option or within three months after the date of termination of employment or service, whichever is the shorter period.

(ii) If the employment of a Grantee who is a Disabled Grantee is terminated without cause, any then outstanding and exercisable Option held by such a Grantee shall be exercisable, in accordance with the provisions of the Option Agreement, by such a Grantee at any time prior to the expiration date of such Option or within one year after the date of such termination of employment or service, whichever is the shorter period.

For all Options issued hereunder:

(i) If the Company terminates the employment of a Grantee for cause, all outstanding stock options held by the Grantee at the time of such termination shall automatically terminate unless the Committee notifies the Grantee that his or her options will not terminate. A termination "for cause" shall be defined under each written Option Agreement. The Company assumes no responsibility and is under no obligation to notify a Permitted Transferee (as hereafter defined in section 13) of early termination of an Option on account of a Grantee's termination of employment.

(ii) Whether termination of employment or other service is a termination "for cause" or whether a Grantee is a Disabled Grantee shall be determined in each case, in its discretion, by the Committee and any such determination by the Committee shall be final and binding.

(iii) Following the death of a Grantee during employment, any outstanding and exercisable Options held by such Grantee at the time of death shall be exercisable, in accordance with the provisions of the Option Agreement, by the person or persons entitled to do so under the Will of the Grantee, or, if the Grantee shall fail to make testamentary disposition of the stock option or shall die intestate, by the legal representative of the Grantee at any time prior to the expiration date of such Option or within one year after the date of death, whichever is the shorter period.

(iv) The Committee may grant Options, or amend Options previously granted, to provide that such Options continue to be exercisable up to ten years after the date of grant irrespective of the termination of the Grantee's employment with the Company, and which vest upon grant or become vested upon the happening of an event or events specified by the Committee, although the exercise of such vested Options in the case of Incentive Options more than three months after termination of employment may convert such Options to Nonstatutory Options with respect to the income tax consequences of such exercise.

7. Payment for Shares

(a) Cash. Payment in full for shares purchased under an Option shall be made in cash (including check, bank draft or money order) or pursuant to a cashless exercise provision, if any is available under the Option Agreement, at the time that the Option is exercised.

(b) Stock. In lieu of cash an Optionee may, with the consent of the Committee, make payment for Stock purchased under an Option, in whole or in part, by tendering to the Company in good form for transfer, shares of Stock valued at Fair Market Value on the date the Option is exercised. Such shares will have been owned by the Optionee or the Optionee's representative for the time specified by the Committee but in no case shall the Optionee or his representative have held a beneficial interest in such tendered shares for a period less than six months prior to the exercise of the Option.

8. Use of Proceeds from Stock.

Cash proceeds from the sale of Stock pursuant to Options granted under the Plan shall constitute general funds of the Company.

9. Adjustments.

Changes or adjustments in the Option price, number of shares subject to an Option or other specifics as the Committee should decide will be considered or made pursuant to the following rules:

(a) Upon Changes in Stock. If the outstanding Stock is increased or decreased, or is changed into or exchanged for a different number or kinds of shares or securities, as a result of one or more reorganizations, recapitalization, stock splits, reverse stock splits, split-up, combination of shares, exchange of shares, change in corporate structure, or otherwise, appropriate adjustments will be made in the exercise price and/ or the number and/or kind of shares or securities for which Options may thereafter be granted under this Plan and for which Options then outstanding under this Plan may thereafter be exercised. The Committee will make such adjustments as it may deem fair, just and equitable to prevent substantial dilution or enlargement of the rights granted to or available for Optionees. No adjustment provided for in this Section 9 will require the Company to issue or sell a fraction of a share or other security. Nothing in this Section will be construed to require the Company to make any specific or formula adjustment.

(b) Prohibited Adjustment. If any such adjustment provided for in this Section 9 requires the approval of stockholders in order to enable the Company to grant or amend Options, then no such adjustment will be made without the required stockholder approval. Notwithstanding the foregoing, if the effect of any such adjustment would be to cause an Incentive Option to fail to continue to qualify under Section 422 of the Code or to cause a modification, extension or renewal of such stock option within the meaning described in Section 424 of the Code, the Committee may elect that such adjustment not be made but rather shall use reasonable efforts to effect such other adjustment of each then outstanding Option as the Committee, in its sole discretion, shall deem equitable and which will not result in any disqualification, modification, extension or renewal (within the meaning of Section 424 of the Code) of such Incentive Option.

(c) Further Limitations. Nothing in this Section will entitle the Optionee to adjustment of his Option in the following circumstances:

- (i) The issuance or sale of additional shares of the Stock, through public offering or otherwise;
- (ii) The issuance or authorization of an additional class of capital stock of the Company;
- (iii) The conversion of convertible preferred stock or debt of the Company into Stock;
- (iv) The payment of dividends except as provided in Section 9 (a).

The grant of an Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

10. Legal Requirements:

(a) Compliance with All Laws. The Company will not be required to issue or deliver any certificates for shares of Stock prior to (a) the listing of any such Stock to be acquired pursuant to the exercise of any Option on any stock exchange on which the Stock may then be listed, and (b) the compliance with any registration requirements or qualification of such shares under any federal securities laws, including without limitation the Securities Act of 1933, as amended ("1933 Act"), the rules and regulations promulgated thereunder, or state securities laws and regulations, the regulations of any stock exchange or interdealer quotation system on which the Company's securities may then be listed, or obtaining any ruling or waiver from any government body which the Company may, in its sole discretion, determine to be necessary or advisable, or which, in the opinion of counsel to the Company, is otherwise required.

(b) Compliance with Specific Code Provisions. It is the intent of the Company that the Plan and its administration conform strictly to the requirements of Section 422 of the Code with respect to Incentive Options. Therefore, notwithstanding any other provision of this Plan, nothing herein will contravene any requirement set forth in Section 422 of the Code with respect to Incentive Options and if inconsistent provisions are otherwise found herein, they will be deemed void and unenforceable or automatically amended to conform, as the case may be.

(c) Plan Subject to Nevada Law. All questions arising with respect to the provisions of the Plan will be determined by application of the Code and the laws of the state of Nevada except to the extent that Nevada laws are preempted by any federal law.

11. Rights as a Stockholder.

An Optionee shall have no rights as a stockholder with respect to any Stock covered by his or her Option until the date of issuance of the stock certificate to him or her after receipt of the consideration in full set forth in the Option Agreement. Except as provided in Section 9 hereof, no adjustments will be made for dividends, whether ordinary or extraordinary, whether in cash, securities, or other property, or for distributions for which the record date is prior to the date on which the Option is exercised.

12. Restrictions on Shares.

Prior to the issuance or delivery of any shares of the Stock under the Plan, the person exercising the Option may be required to:

(a) represent and warrant that the shares of the Stock to be acquired upon exercise of the Option are being acquired for investment for the account of such person and not with a view to resale or other distribution thereof;

(b) represent and warrant that such person will not, directly or indirectly, sell, transfer, assign, pledge, hypothecate or otherwise dispose of any such shares unless the sale, transfer, assignment, pledge, hypothecation or other disposition of the shares is pursuant to the provisions of this Plan and effective registrations under the 1933 Act and any applicable state or foreign securities laws or pursuant to appropriate exemptions from any such registrations; and

(c) execute such further documents as may reasonably be required by the Committee upon exercise of the Option or any part thereof, including but not limited to any stock restriction agreement that the Committee may choose to require.

Nothing in this Plan shall assure any Optionee that shares issuable under this Option are registered on a Form S-8 under the 1933 Act or on any other Form. The certificate or certificates representing the shares of the Stock to be issued or delivered upon exercise of an Option may bear a legend evidencing the foregoing and other legends required by any applicable securities laws. Furthermore, nothing herein or any Option granted hereunder will require the Company to issue any Stock upon exercise of any Option if the issuance would, in the opinion of counsel for the Company, constitute a violation of the 1933 Act, applicable state securities laws, or any other applicable rule or regulation then in effect. The Company shall have no liability for failure to issue shares upon any exercise of Options because of a delay pending the meeting of any such requirements.

13. Transferability.

The Committee shall retain the authority and discretion to permit a Nonstatutory Option, but in no case an Incentive Option, to be transferable as long as such transfers are made only to one or more of the following: family members, limited to children of Grantee, spouse of Grantee, or grandchildren of Grantee, or trusts for the benefit of Grantee and/or such family members ("Permitted Transferee"), provided that such transfer is a bona fide gift and accordingly, the Grantee receives no consideration for the transfer, and that the Options transferred continue to be subject to the same terms and conditions that were applicable to the Options immediately prior to the transfer. Options are also subject to transfer by will or the laws of descent and distribution. Options granted pursuant to this Plan shall not be otherwise transferred, assigned, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise. A Permitted Transferee may not subsequently transfer an Option. The designation of a beneficiary shall not constitute a transfer.

14. No Right to Continued Employment.

This Plan and any Option granted under this Plan will not confer upon any Optionee any right with respect to continued employment or engagement by the Company nor shall they alter, modify, limit or interfere with any right or privilege of the Company under any employment agreement heretofore or hereafter executed with any Optionee, including the right to terminate any Optionee's employment or engagement at any time for or without cause, to change his or her level of compensation or to change his or her responsibilities or position.

15. Corporate Reorganizations.

Upon the dissolution or liquidation of the Company, or upon a reorganization, merger or consolidation of the Company as a result of which the outstanding securities of the class then subject to Options hereunder are changed into or exchanged for cash or property or securities not of the Company's issue, or upon a sale of substantially all the property of the Company to, or the acquisition of stock representing more than eighty percent (80%) of the voting power of the stock of the Company then outstanding by another corporation or person, the Plan will terminate and all Options will lapse. The result described above will not occur if provision is made in writing in connection with such transaction for the continuance of the Plan and/or for the assumption of Options earlier granted, or the substitution for such Options of options covering the stock of a successor employer corporation, or a parent or a subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices, in which event the Plan and Options theretofore granted will continue in the manner and under the terms so provided. If the Plan and unexercised Options shall terminate pursuant to the foregoing, all persons holding any unexercised portions of Options then outstanding shall have the right, at such time prior to the consummation of the transaction causing the termination as the Company shall designate, to exercise the unexercised portions of their options, including the portions thereof which would but for this Section 15 not yet be exercisable.

16. Modification, Extension and Renewal.

(a) Options. Subject to the conditions of and within the limitations prescribed in the Plan herein, the Committee may modify, extend, cancel or renew outstanding Options. Notwithstanding the foregoing, no modification will, without the prior written consent of the Optionee, alter, impair or waive any rights or obligations associated with any Option earlier granted under the Plan.

(b) Plan. The Board may at any time and from time to time interpret, amend or discontinue the Plan.

17. Plan Date and Duration.

The Plan shall take effect on the date it is adopted by the Board. Options may not be granted under this Plan after December 31, 2026.

**AMENDMENT NO. 1
KARBON-X CORP.
2024 EMPLOYEES', OFFICERS, DIRECTORS' AND CONSULTANTS'
STOCK OPTION PLAN**

This AMENDMENT No. 1 ("Amendment 2") made as of the 24th day of March 2025, is to that certain 2024 Employees', Officers', Directors' and Consultants' Stock Option Plan effective June 25, 2024 by Karbon-X Corp. (the "Original Plan").

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows

1. Conflict. In the event there is a conflict between the terms of the Original Plan and this Amendment, the terms of this Amendment 1 shall control any interpretation. Unless this Amendment 1 expressly amends or supplements the language of the Original Plan, the Original Plan shall remain in full force and effect.

2. The preamble to the Original Plan is hereby amended to read as follows:

"Upon adoption by the Board of Directors, this 2024 Employees', Directors', Officers' and Consultants' Stock Option Plan, as amended, authorizes Karbon-X Corp. to issue options to purchase up to 15,000,000 shares of common stock, on terms to be determined pursuant to option agreements, to its Employees, Directors, Officers and Consultants subject to the terms in the Original Plan".

3. Section 4 of the Original Plan is hereby amended to read as follows:

"Stock Subject to Plan.

This Plan authorizes the Committee to grant Options to Employees, Directors and/or Consultants up to the aggregate amount of 15,000,000 shares of Stock, subject to eligibility and any limitations specified herein. Adjustment in the shares subject to the Plan shall be made as provided in Section 9. Any shares covered by an Option which, for any reason, expires, terminates or is canceled may be reoptioned under the Plan."

4. Section 17 of the Original Plan is hereby amended to read as follows:

"Plan Date and Duration.

The Plan, as amended, shall take effect on the date it is adopted by the Board. Options may not be granted under this Plan after December 31, 2027."

IN WITNESS WHEREOF: the parties hereto, have set their hands to this Amendment No. 1 to the Original Plan as of the 24th day of March 2025.

Karbon-X Corp.

By: _____
Chad Clovis, Chief Executive Officer

JOINT VENTURE AGREEMENT

Karbon-X Joint Venture

A BRITISH COLUMBIA JOINT VENTURE

THIS JOINT VENTURE AGREEMENT (herein after referred to as the "Agreement") is entered into as of this 15 day of November, 2022, by and among Karbon-X Project, Inc., a British Columbia corporation ("Karbon-X"), Silviculture Systems Corp., a Canadian corporation ("Silviculture"), and 4everforest Foundation, a Canadian not-for-profit corporation ("4everforest"), for the purpose of joint development, marketing and sales of carbon and development of clean earth projects.

WITNESSETH:

WHEREAS, the Parties desire to form a joint venture, under the laws of the Province of British Columbia upon execution of this Agreement for the purposes set forth herein and desire to determine between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned acquisition; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto hereby agree to constitute themselves as participants in a certain joint venture, and do covenant, agree and certify as follows:

ARTICLE I. DEFINITIONS:

1.1 "Affiliate" shall refer to (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director or other partner of such person and (iv) if such other person is an officer, director, joint venturer or partner, any business or entity for which such person acts in any such capacity.

1.2 "Parties" shall refer to Karbon-X, Silviculture and 4everforest, and any successor(s) as may be designated and admitted to the Venture.

1.3 "Net Profits" and "Net Losses" means, for each fiscal year of the Venture or other period specified in this Agreement, an amount equal to the taxable income or loss, or particular items thereof, determined in accordance with the *Income Tax Act* (Canada) where, for this purpose, all items of income, gain, loss or deduction required to be stated separately under the *Income Tax Act* (Canada) shall be included in taxable income or loss.

1.4 The "book" value of an asset shall be substituted for its adjusted tax basis if the two differ, but otherwise Net Profits and Net Losses shall be determined in accordance with Canadian federal income tax principles.

1.5 "Percentage of Participation" shall refer to that figure set forth in Article V at section 5.1.

ARTICLE II

FORMATION, NAME, AND PRINCIPAL PLACE OF BUSINESS

2.1 FORMATION

(a) The Parties do hereby form a joint venture (the "Venture") pursuant to the laws of the Province of British Columbia in order for the Venture to carry on the purposes for which provision is made herein.

(b) The Parties shall execute such certificates as may be required by the laws of the Province of British Columbia or of any other province or state in order for the Venture to operate its business and shall do all other acts and things requisite for the continuation of the Venture as a joint venture pursuant to applicable law.

(c) From and after the date hereof, the rights and obligations of the Parties shall be, in each case, several, and shall not be or be construed to be either joint or joint and several. Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute a Party a partner, an agent or legal representative of any other Party. It is intended that this Agreement shall not create the relationship of a partnership between the Parties and that no act done by any Party pursuant to the provisions hereof shall operate to create such a relationship. In that regard, it is not the intention of the Parties that this Agreement be construed as one for carrying on business together but rather that it be construed as an agreement for the regulation of their respective rights and obligations as set forth herein. Except as expressly provided for in this Agreement, neither Party shall be deemed to be a trustee or fiduciary of any other Party as a result of this Agreement.

2.2 PRINCIPAL PLACE OF BUSINESS

The Venture shall maintain its principal place of business at 1410 Columbia Ave., Castlegar, British Columbia, Canada N1N 3K3. The Venture may re-locate its office from time to time or have additional offices as the Parties may determine, jointly.

ARTICLE III

PURPOSE OF THE JOINT VENTURE

The business of the Venture shall be primarily for the purpose of development, marketing, distribution and sale of carbon and development of clean earth projects (the "Project"), all as more particularly described in Schedule "A" attached hereto.

ARTICLE IV

TERM

The term of the Venture shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of: (i) the sale of the Venture's ownership in the Project, (ii) the refusal or inability of any Party to this Agreement to meet their requirements, obligations and/or stipulations in this Agreement, (iii) the unanimous agreement of the Parties; (iv) the order of a court of competent jurisdiction or (v) a Party is declared bankrupt by judgment or order from which no appeal is available, or initiates proceedings to be declared bankrupt or insolvent or takes the benefit of the *Companies Creditors Arrangements Act* (Canada).

ARTICLE V

PERCENTAGE OF PARTICIPATION

5.1 Except as otherwise provided in sections 5.6, 6.0 and 9.0 hereof, the interest of the Parties in any gross profits and their respective shares in any losses and/or liabilities that may result from the operation of the Venture, and their interests in all property and equipment acquired and all money received in connection with the operation of the Venture shall be as follows:

Karbon-X	80%
Silviculture	20%
4EverForest	0%

(Except in the case where grant funding is awarded to 4EverForest in which case Silviculture and 4EverForest shall split 20% per mutual agreement)

5.2 Each Party (the "Indemnifying Party") agrees to indemnify the other Parties (the "Indemnified Parties") and to hold the Indemnified Parties harmless from, any and all actions, causes of action, suits, claims, losses, damages, liabilities, demands, costs and expenses which may be brought against, incurred or suffered by the Indemnified Parties arising from any act or omission of the Indemnifying Party in connection with the Venture. The provisions of this Section 5.2 shall not apply in respect of any inaccuracy or breach of a representation or warranty or covenant involving fraud or fraudulent misrepresentation. No Party shall in any event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost profits or savings, loss of use, cost of capital, or down time costs), including if arising from any breach of this Agreement (including fundamental breach) or from the negligence of that party, even if advised of the possibility of such damages.

5.3 CONTRIBUTION OF THE VENTURE.

(a) Silviculture shall cause its shareholders to sell and Karbon-X shall purchase 80% of the fully- diluted issued and outstanding shares of Silviculture (the "Silviculture Purchase").

(b) The purchase price for the Silviculture Purchase shall be \$3,750,000USD, payable in shares of common stock of Karbon-X Corp. ("Karbon-X Corp."), a Nevada publicly traded corporation and the parent company of Karbon-X Project, Inc. priced at the lower of current market price on the date of issuance or \$0.50 per share (the "Karbon-X Shares"). The Karbon-X Shares shall all be issued as restricted shares according to the timeline on Schedule B regarding achievement of project milestones, which shall include (i) planting 750,000 *Dipteryx Alata* (Baru Nut Trees) as per schedule A, (ii) developing the charcoal stream as per schedule A and (iii) creating a system for generating carbon credits as per schedule A. All holders of the Karbon-X Shares shall execute and deliver a Lockup Agreement in the form of Exhibit A hereto, which shall provide for no sales for 12 months from issuance and then the greater of 10,000 shares per week or 2% of the prior week's trading volume..

(c) Karbon-X shall contribute capital for operations and development of the Project to the Venture equal to at least \$3,500,000USD during the period ending 36 months from execution of this Agreement (the "Karbon-X Contribution"). The Karbon-X Contribution shall be paid as scheduled on Schedule C hereto based on the development of the proposed biomass charcoal business, assistance with carbon management data collection to verify planting and biomass projects to generate a carbon credit stream. The capital of the Venture will be deployed in accordance with the directives of senior management of the Venture, which the Parties agree shall be comprised initially of Chad Clovis, Marita Dautel, Christopher Kerlow and Jeff Zelinski.

(d) All individual or corporate holders of the Karbon-X Shares shall execute and deliver to the company a form of lockup agreement in the form of Exhibit A hereto providing for scheduled potential sales of the Karbon-X shares into the market based on both time and the achievement of milestones. All shares are subject to a 4 month lock up period following issuance.

(e) Karbon-X will have the right to appoint two directors onto the Board of Directors of Silviculture and 4everforest and Silviculture will the right to appoint one director onto the Board of Directors of Karbon-X Corp.

(f) Karbon-X Corp. agrees to solely cover all legal, accounting, governmental, fiduciary costs of creating, maintaining and reporting requirements of a publicly traded entity. These costs will be borne by Karbon-X Corp., without prejudice (in addition to) the agreed capital contribution schedule, enumerated herein.

(g) Except as otherwise required by law or this Agreement, the Parties shall not be required to make any further capital contributions to the Venture.

5.4 RETURN OF CAPITAL CONTRIBUTION.

(a) Except as set forth above and otherwise in this Agreement, no Party shall have the right to withdraw its capital contributions or demand or receive the return of his capital contributions or any part thereof.

(b) The Parties shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

(c) The Venture shall not pay interest on capital contributions of any Party.

5.5 ALLOCATIONS OF NET PROFITS AND LOSSES

Subject to the provisions of this Article, the Net Profits and Net Losses of the Venture (including any net “book” gains of the Venture resulting from a Capital Event) shall be allocated to the Parties in the following priority:

A. NET PROFITS:

To the Parties, pro-rata, based on their respective Venture interests as set forth in Section 5.1 hereof.

B. NET LOSSES:

Subject to the provisions of this Agreement, Net Losses of the Venture (including any net “book” loss of the Venture resulting from a Capital Event) shall be allocated to the Parties for tax purposes, pro rata, based upon their respective Venture interests as set forth in Section 5.1 hereof.

C. DISTRIBUTIONS:

Distributable Cash of the Venture shall be distributed to the Parties, pro rata, based on their respective Venture interests as set forth in Section 5.1 hereof.

ARTICLE VI:

POLICY COMMITTEE

6.1 The management of the Joint Venture shall be conducted pursuant to policy established by the Parties acting through a “Policy Committee” which is hereby established.

6.2 Each of Karbon-X and Silviculture shall have an equal voice in the Policy Committee. For such purpose each Party is assigned the following number of votes and hereby designates the following representatives to exercise such votes:

Karbon-X 55 votes
Chad Clovis, Representative

Silviculture 45 votes Christopher Kerlow, Representative

PARTY VOTES REPRESENTATIVES

6.2 Each Party may, at any time, substitute an alternative in place of any of its above-named representatives by serving written notice to all the other Parties. Each Party’s representative or alternative representative on the Policy Committee is hereby granted and shall hereafter possess authority to act for such Party on all matters of interest to it with respect to its participation in the joint venture.

6.3 The Policy Committee shall determine the policy for the management of the Venture by majority vote and, as used in this Agreement, a “majority vote” is defined to be any figure greater than one-half of the authorized votes.

6.4 The Policy Committee will provide direction for the overall management and control of the business and affairs of the Venture. Without limiting the generality of the foregoing, and subject to the terms of this Agreement, the Policy Committee shall have the following powers, authority and responsibilities:

- (a) To determine the time and place of holding its meetings and the procedures for conducting Policy Committee affairs;
- (b) To determine and act upon the various matters, expressed or implied, that are contained in any other section of this Agreement, which requires a decision by the Policy Committee;
- (c) To determine and act upon any other matters of joint interest to, or requiring prompt action by, the Venture; and
- (d) To undertake any capital event, including without limitation sale of any additional interests in the Venture or the sale of the Venture to any third party.

6.5 The Parties will hold a Policy Committee meeting at least quarterly to review the ongoing operations of the Venture and the performance of the Managers or more frequently if required to manage and supervise the Project in accordance with the provisions hereof. The Policy Committee shall generally perform its duties at a meeting at which all designated representatives of the Parties are present, but members of the Policy Committee may participate in a meeting of the Policy Committee by means of telephone or other communications facilities as permit all persons participating in the meeting to hear each other and a member participating in such a meeting by such means is deemed to be present at the meeting for all purposes of this Agreement.

6.6 Karbon-X or Silviculture shall give the other Party at least 7 days’ notice of any meeting called in accordance with Section 6.5. The notice will specify the time and place of, and the agenda for, the meeting, and no meeting will commence unless the Parties have approved the agenda.

6.7 Notice of a meeting will not be required if the representatives of the Parties are all present at a meeting and waive notice of the meeting.

(a) A quorum for any Policy Committee meeting will be present if one of the Policy Committee representatives of each of Karbon-X and Silviculture are present. If a quorum is present at the meeting, the Policy Committee will be competent to exercise all of the authorities, powers and discretions bestowed on it under this Agreement. No business other than the confirmation of a chairperson and the adjournment or termination of the meeting will be transacted at any meeting unless a quorum is present at the commencement of the meeting but a quorum need not be present throughout the meeting. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting will, at the election of those representatives who are present:

(i) be dissolved; or

(ii) be adjourned to the same place but on a date and at a time to be fixed by the chairperson of the meeting before the adjournment, which will be not less than 14 days following the date for which the meeting was called.

(b) Notice of the adjourned meeting will be given to the representatives of the Parties immediately after the adjournment of the meeting. Quorum for the adjourned meeting shall be those representatives of the Policy Committee who are present.

6.9 Except as otherwise provided in the Additional Provisions herein, the salaries and expenses of each of the representatives on the Committee shall be borne by the Party whom the representative has been designated to represent and shall not be an expense to the joint venture.

ARTICLE VII

DAY TO DAY OPERATIONS OF THE VENTURE

7.1 The Parties hereby appoint Chad Clovis and Christopher Kerlow as the legal Managers (the "Managers") of the Company. Except as limited within the authority granted pursuant to the terms of this Agreement, the Managers shall have the complete power and authority to manage and operate the Company and make decisions affecting its business and affairs. The Managers shall devote such of his business time to the operations and success of the Company as shall be necessary.

ARTICLE VIII

JOINT VENTURE BANK ACCOUNTS

8.1 All working capital or other funds received by the Venture in connection with the performance of the Company shall be deposited in a checking account, set up especially for the Venture, and requiring the joint signatures of Karbon-X and Silviculture for any withdrawals in excess of \$5,000. Said accounts shall be kept separate and apart from any other accounts of the Parties.

8.2 Withdrawal of funds from the Joint Venture's joint checking account may be made in such amount and by such persons as authorized by the Policy Committee.

ARTICLE IX

ACCOUNTING AND AUDITING

9.1 Separate books of accounts shall be kept by the Managers of the transactions of the Venture. Any Party may inspect such books upon reasonable notice and at any reasonable time.

9.2 Periodic audits may be made upon said books at such time as authorized by the Policy Committee by persons designated by the same and copies of said audit shall be furnished to all Parties.

9.3 Upon dissolution of the Venture, a final audit shall be made and copies of such audit shall be furnished to each of the parties.

9.4 It is understood and agreed that the method of accounting used by the Managers and for provincial and federal income tax purposes shall be the cash based method and that the accounting year shall be the calendar year.

ARTICLE X

RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Agreement between the Parties, that is/are not resolvable by good faith negotiations by the same, shall be resolved by arbitration in Vancouver, British Columbia, Canada before one arbitrator agreed to by the Parties. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

ARTICLE XI

NON-DISCLOSURE NON-CIRCUMVENTION

11.1 During the term of this Agreement, the Parties agree to keep completely confidential (except to duly authorized directors, officers, auditors, employees, consultants, advisors and representatives of such Party ("Representatives")) and shall not use, except for the purposes of performing its obligations under this Agreement, all confidential or proprietary information disclosed by one Party to another Party, including without limitation the names and persons at any clients, insurance companies, banks, lending institutions, venture capitalists, money angels, corporations, individuals, trusts, borrowers, buyers and sellers of the disclosing Party, and Internet websites introduced by any of the Parties or their Representatives. Notwithstanding the foregoing, nothing contained herein shall prevent any Party at any time from furnishing information to any governmental agency or regulatory authority or to the public if required by applicable law.

11.2 During the term of this Agreement, each Party, hereto, agrees not to knowingly circumvent, avoid, bypass, or obviate the other Party, directly or indirectly, to avoid equity participation, payment of fees and commissions, and/or any other form of compensation in any transaction in which a client, investor, bank, lending institution, venture capitalist, money angel, insurance company, corporation, individual, trust lender, borrower, buyer or seller, has been introduced by either Party to the other Party in connection with any loan, finance proposal, current project, trading transaction, collateral request, or other financial transaction requested by the client or customer to a Party.

11.3 Each party agrees that during the Restrictive Period (as defined below), such party will not, without the express written consent of the Managers, be associated with or engage in, directly or indirectly, as employee, consultant, proprietor, stockholder, partner, agent, representative, officer, or otherwise, the operation of any business that competes directly with the Venture in business activities that are the same or substantially similar to the business activities engaged in by the Venture in any geographic area in which the Venture does business during the Restrictive Period (the "Restricted Territory"). The term "Restrictive Period" shall mean a period of twelve (12) months after the termination of this Agreement for any reason. Passive investment in less than 5% of the outstanding equity securities of an entity which is listed on a national or regional securities exchange shall not, in itself, constitute a violation of this Section.

ARTICLE XII

OTHER PROVISIONS

12.1 The Venture shall be solely responsible for the organization, operation, marketing and management of its business, and shall be responsible for the development of its own ongoing method of business operation, including but not limited to the following: selection and establishment of business sites; sales techniques; marketing plan/system and advertising practices; employee selection, hiring and training; personnel policies and practices; hours of operation; and all other such ongoing concerns in the course of the Venture's routine business operation and management. The Venture agrees to obtain and maintain insurance to protect its business in such amounts and terms as are customary for businesses in the industry of the Venture.

12.2 This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

12.3 This Agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the parties.

12.4 This Agreement shall be governed by the laws of the Province of British Columbia.

12.5 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile or e-mail, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to
Karbon-X or Karbon-X Corp.: 1410 Columbia Ave.
Castlegar, British Columbia, Canada N1N 3K3
Attention: Chad Clovis

E-mail: cc@karbon-x.com

Copy to:

Cutler Law Group, P.C.
6575 West Loop South, Suite 500
Bellaire, TX 77401
Attn: M. Richard Cutler
Email: rcutler@cutlerlaw.com

If to
Silviculture 512-55 Harbour Square
Toronto, Ontario, Canada M5J 2S2
Attention: Christopher Kerlow

E-Mail: chrisk@4everforest.org

If to
4EverForest 512-55 Harbour Square
Toronto, Ontario, Canada M5J 2S2
Attention: Jeff Zelinski
E-Mail: jeffz@4everforest.org

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

12.6 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

12.7 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

12.8 The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

12.9 No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

12.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.11 Attorney Fees. In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses.

12.12 This Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the Parties or their respective successors or assigns.

12.13 This Agreement shall not be assigned by any Party hereto, without the prior written consent of the other Parties. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the Parties.

So agreed and executed as of this 15, day of November, 2022.

Karbon-X Corp. and Karbon-X Projects, Inc.

/s/ Chad Clovis

By: Chad Clovis, Chief Executive Officer

4everforest Foundation

/s/ Christopher Kerlow

By: Christopher Kerlow, [Co-Founder]

Silviculture Systems Corp.

/s/ Jeff Zelinski

By: Jeff Zelinski, [Co-Founder]

Schedule A

1. SCS agrees to plant a minimum of 35000, 250,000 trees in the 2023 planting season and 475,000 trees in the 2024 planting season.
 2. SCS agrees to submit a Carbon Credits Project to Verra (other applicable voluntary registries)
- Phase 1 is the land due diligence and selection, describing the project description, feasibility study and pathway report in year 1
 - a. Phase 2 submit the Carbon Credit project to Verra (or other applicable registries) for initial review of the project. Engage with a VVB to beginning verify the project and
 - b. Phase 3 finalize the recommendations and feedback presented by the VVB to finalize the Carbon Credit project review to submit the Carbon Credit review generating carbon credits, year 3
 - SCS agrees to produce infrastructure needed for a charcoal carbon credit streaming facility in year 1 and apply for Carbon Credits to Verra; produce 1,000 of charcoal in year 2; produce 5,000 charcoal in year 3.
 - SCS will develop a charcoal streaming system.
 - Year 1 develops a pre-feasibility
 - a. Year 2 facility design and research and development
 - b. Year 3 Verify the project with a VVB

Schedule B

The below timeline for milestones and share issuance align with the timeline of Schedule A and the agreed upon terms of this Agreement.

Karbon-X has agreed to purchase 80% of Silviculture Systems in exchange for Karbon-X Shares valued at the lower of market price on the date of issuance or \$0.50 per share, for a value \$3,750,000USD of Karbon-X shares. These shares will be issued and sit in escrow for the length of this contract vesting at each milestone. The first tranche will be released upon signing with April 1st, 2023 at the next payment. This aligns with the start and ending of planting season in the region and allows Karbon-X to track the delivery of results. Dates and amounts are listed below. During each vesting period Karbon-X will be issued the proata share of Silviculture shares.

Upon Signing 30%
End of phase 1 - April 1, 2023 : 10%
October 1, 2023 : 20%
End of phase 2 - April 1, 2024 : 10%
October 1, 2023 : 20%
End of phase 3 - April 1, 2024 : 10%

Timeline and milestones for share issuances

Schedule C

The below timeline for milestones and cash issuance that align with the timeline of Schedule A and the agreed upon terms of this Agreement.

Karbon-X has agreed to purchase 80% of Silviculture Systems in exchange for \$3,500,000USD that will be released over the term of the contract and used for executing the objectives of schedule A. The first tranche will be released upon signing, the second tranche upon completion of the raise, with April 1st, 2023 at the next payment. This aligns with the start and ending of planting season in the region and allows Karbon-X to track the delivery of results.
Dates and amounts are listed below.

Upon Signing , = \$30,000
Upon closing a Raise or January 6, 2023: = \$500,000
End of phase 1 - April 1, 2023 : = \$525,000
October 1, 2023 : = \$750,000
End of phase 2 - April 1, 2024 : = \$750,000
October 1, 2023 : = \$1,050,000

Timeline and milestones for capital contribution

Exhibit A

TERMINATION

13.1 Notwithstanding any other provision of this Agreement, the Silviculture Systems shall be entitled at any time after the Effective Date and before the end of the Option Period to notify the Karbon-X in writing of the termination of the Purchase Option, after which the Agreement will automatically terminate upon receipt of such notice.

13.2 The Silviculture Systems shall have the right to terminate the Agreement by means of a written notice to that effect to Karbon-X, if Karbon-X has not remedied any breach contemplated schedule B or C within thirty (30) days of the Karbon- X's notification thereof, as set forth in schedule B or C. If the Karbon-X terminates this Agreement for failing to make cash payments, share issues, or Concession Expenses under schedule B or C of this Agreement, Silviculture Systems will not be obligated to make those cash payments, share issues, or incur in those Concession Expenses.

JOINT VENTURE PARTNERSHIP AGREEMENT

ASKIY KARBON LTD.

AN ALBERTA CANADA JOINT VENTURE

THIS JOINT VENTURE PARTNERSHIP AGREEMENT (herein after referred to as the “Agreement”) is entered into as of this day of August 2023, by and among Karbon-X Corp., a Nevada corporation (“Karbon-X”), Metis Settlements Development Corporation, an Alberta corporation (“Metis”), and Asokan Generational Developments Ltd., an Alberta corporation (“Asokan”), for the purpose of aim to offset emissions created from the burning of diesel and/or gasoline from industrial undertaking applications on all traditional lands, explore CO2 sequestration systems to remove CO2 from the atmosphere on Indigenous lands and build an Aboriginal Compliance Network to monitor and ensure contractors working on Indigenous lands operate in accordance with Indigenous values. Karbon-X, Metis and Asokan are sometimes herein referred to as “Parties” and/or “Partners”.

WITNESSETH:

WHEREAS, the Parties desire to form a joint venture, under the laws of the Province of Alberta upon execution of this Agreement for the purposes set forth herein and desire to determine between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned acquisition; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto hereby agree to constitute themselves as participants in a certain joint venture, and do covenant, agree and certify as follows:

ARTICLE I. DEFINITIONS:

1.1 “**Affiliate**” shall refer to (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director or other partner of such person and (iv) if such other person is an officer, director, joint venturer or partner, any business or entity for which such person acts in any such capacity.

1.2 “**Agreement**” means this Agreement, as amended, restated, supplemented or otherwise in effect from time to time.

1.3 “**Carbon Credits**” means: (a) all credits, benefits, offsets, reductions, rights or indicia relating to: (i) the reduction, mitigation or control of greenhouse gas emissions, including, without limitation, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, or any other gas, matter or substance; or (ii) the generation or creation of energy from sources recognized as renewable, or generated from otherwise wasted resources, directly or indirectly arising out of the production, use, sale, capture, flaring, burning, destruction, processing, conversion, utilization, fueling, storage or sequestration that now or hereafter qualifies for recognition under any domestic, international or foreign emissions reduction or emissions program, scheme or organization or Law or Governmental Authority; and (b) all information relating to the foregoing to enable the registration of a Carbon Credit with an Approved Registry.

1.4 “**Dollar**” and “**\$**” means lawful money of the United States.

1.5 “GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

1.6 “Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

1.7 “Net Profits” and “Net Losses” means, for each fiscal year of the Venture Partnership or other period specified in this Agreement, an amount equal to the taxable income or loss, or particular items thereof, determined in accordance with the *Income Tax Act* (Canada) where, for this purpose, all items of income, gain, loss or deduction required to be stated separately under the *Income Tax Act* (Canada) shall be included in taxable income or loss.

1.8 “Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

1.9 “U.S.” means the United States of America.

ARTICLE II

FORMATION, NAME, AND PRINCIPAL PLACE OF BUSINESS

2.1 FORMATION

(a) The Parties do hereby form a joint venture partnership (the “Venture Partnership”) pursuant to the laws of the Province of Alberta in order for the Venture Partnership to carry on the purposes for which provision is made herein.

(b) The Parties shall execute such certificates as may be required by the laws of the Province of Alberta or of any other province or state in order for the Venture to operate its business and shall do all other acts and things requisite for the continuation of the Venture as a joint venture pursuant to applicable law.

(c) From and after the date hereof, the rights and obligations of the Parties shall be, in each case, several, and shall not be or be construed to be either joint or joint and several. Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute a Party a partner, an agent or legal representative of any other Party. It is intended that this Agreement shall not create the relationship of a partnership between the Parties and that no act done by any Party pursuant to the provisions hereof shall operate to create such a relationship. In that regard, it is not the intention of the Parties that this Agreement be construed as one for carrying on business together but rather that it be construed as an agreement for the regulation of their respective rights and obligations as set forth herein. Except as expressly provided for in this Agreement, neither Party shall be deemed to be a trustee or fiduciary of any other Party as a result of this Agreement.

2.2 PRINCIPAL PLACE OF BUSINESS

The Venture shall maintain its principal place of business at 1410 Columbia Ave., Castlegar, British Columbia, Canada N1N 3K3. The Venture may re-locate its office from time to time or have additional offices as the Parties may determine, jointly.

ARTICLE III

PURPOSE OF THE JOINT VENTURE

The business of the Partnership Venture shall be to offset emissions created from the burning of diesel and/or gasoline from industrial applications, explore CO2 sequestration systems to remove CO2 from the atmosphere and build a Compliance Network for CO2 monitoring. Askiv will be the Canadian operating arm for KarbonX, and will be the lead contractor on all new CO2 projects initiated in Canada.

Where applicable Askiv will also work with Indigenous communities to offer services to offset emissions created from the burning of diesel and/or gasoline from industrial applications on all traditional lands, explore CO2 sequestration systems to remove CO2 from the atmosphere on Indigenous lands and build an Aboriginal Compliance Network to monitor and ensure contractors working on Indigenous lands operate in accordance with Indigenous values (the "Transactions")

ARTICLE IV

TERM

The term of the Partnership Venture shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of: (i) the sale of the Partnership Venture's ownership in the Transactions, (ii) the refusal or inability of any Party to this Agreement to meet their requirements, obligations and/or stipulations in this Agreement, (iii) the unanimous agreement of the Parties; (iv) the order of a court of competent jurisdiction or (v) a Party is declared bankrupt by judgment or order from which no appeal is available, or initiates proceedings to be declared bankrupt or insolvent or takes the benefit of the *Companies Creditors Arrangements Act* (Canada).

ARTICLE V

PERCENTAGE OF PARTICIPATION

5.1 Except as otherwise provided in sections 5.6, 6.0 and 9.0 hereof, the interest of the Parties in any gross profits and their respective shares in any losses and/or liabilities that may result from the operation of the Partnership Venture, and their interests in all property and equipment acquired and all money received in connection with the operation of the Partnership Venture shall be as follows:

Karbon-X	49%
Metis	34%
Asokan	17%

5.2 Each Party (the "Indemnifying Party") agrees to indemnify the other Parties (the "Indemnified Parties") and to hold the Indemnified Parties harmless from, any and all actions, causes of action, suits, claims, losses, damages, liabilities, demands, costs and expenses which may be brought against, incurred or suffered by the Indemnified Parties arising from any act or omission of the Indemnifying Party in connection with the Venture. The provisions of this Section 5.2 shall not apply in respect of any inaccuracy or breach of a representation or warranty or covenant involving fraud or fraudulent misrepresentation. No Party shall in any event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost profits or savings, loss of use, cost of capital, or down time costs), including if arising from any breach of this Agreement (including fundamental breach) or from the negligence of that party, even if advised of the possibility of such damages.

5.3 CONTRIBUTION OF THE VENTURE.

(a) Karbon-X shall provide all required funding to build the Partnership Venture, acquire carbon credits, manage the credits, calculate needed credits, invoice the cost of credits to the relevant parties, collect funds, retire the credits as applicable, develop the compliance network, develop a CO2 sequestration plan and speak to government and industry to facilitate, provide community support important to the Indigenous members local communities, prepare and distribute news releases related to the Partnership Venture and manage the distribution of funds to the Parties. The Parties estimate that approximately \$_____ will be required to comment the Transactions during the period ending ____months from execution of this Agreement (the "Karbon-X Contribution"). The Karbon-X Contribution shall be paid as scheduled on Schedule A hereto based on the development of the proposed Transactions. The capital of the Partnership Venture will be deployed in accordance with the directives of senior management of the Partnership Venture, which the Parties agree shall be comprised initially of Chad Clovis and Marita Dautel.

(b) Karbon-X agrees to solely cover all legal, accounting, governmental, fiduciary costs of creating, maintaining and reporting requirements of the Partnership Venture. These costs will be borne by Karbon-X Corp., without prejudice (in addition to) the agreed capital contribution schedule, enumerated herein.

(c) Except as otherwise required by law or this Agreement, the Parties shall not be required to make any further capital contributions to the Partnership Venture.

5.4 RETURN OF CAPITAL CONTRIBUTION.

(a) Except as set forth above and otherwise in this Agreement, no Party shall have the right to withdraw its capital contributions or demand or receive the return of his capital contributions or any part thereof.

(b) The Parties shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

(c) The Partnership Venture shall not pay interest on capital contributions of any Party.

5.5 ALLOCATIONS OF NET PROFITS AND LOSSES

Subject to the provisions of this Article, the Net Profits and Net Losses of the Partnership Venture (including any net "book" gains of the Partnership Venture resulting from a Capital Event) shall be allocated to the Parties in the following priority:

A. NET PROFITS:

To the Parties, pro-rata, based on their respective Partnership Venture interests as set forth in Section 5.1 hereof.

B. NET LOSSES:

Subject to the provisions of this Agreement, Net Losses of the Partnership Venture (including any net "book" loss of the Venture resulting from a Capital Event) shall be allocated to the Parties for tax purposes, pro rata, based upon their respective Partnership Venture interests as set forth in Section 5.1 hereof.

C. DISTRIBUTIONS:

Distributable Cash of the Partnership Venture shall be distributed to the Parties, pro rata, based on their respective Venture interests as set forth in Section 5.1 hereof.

ARTICLE VI:

MANAGEMENT

6.1 The management of the Partnership Venture shall be conducted pursuant to policy established by the Parties and conducted through Karbon-X.

ARTICLE VII

DAY TO DAY OPERATIONS OF THE VENTURE

7.1 The Parties hereby appoint Chad Clovis and Marita Dautel as the legal Managers (the "Managers") of the Partnership Venture. Except as limited within the authority granted pursuant to the terms of this Agreement, the Managers shall have the complete power and authority to manage and operate the Partnership Venture and make decisions affecting its business and affairs. The Managers shall devote such of his business time to the operations and success of the Partnership Company as shall be necessary.

ARTICLE VIII

JOINT VENTURE BANK ACCOUNTS

8.1 All working capital or other funds received by the Partnership Venture in connection with the performance of the Partnership Venture shall be deposited in a checking account, set up especially for the Partnership Venture. Said accounts shall be kept separate and apart from any other accounts of the Parties.

ARTICLE IX

ACCOUNTING AND AUDITING

9.1 Separate books of accounts shall be kept by the Managers of the transactions of the Partnership Venture. Any Party may inspect such books upon reasonable notice and at any reasonable time. All books and records shall be kept under GAAP.

9.2 Periodic audits may be made upon said books upon adequate notice by persons designated by any of the Parties and copies of said audit shall be furnished to all Parties.

9.3 Upon dissolution of the Partnership Venture, a final audit shall be made and copies of such audit shall be furnished to each of the Parties.

9.4 It is understood and agreed that the method of accounting used by the Managers and for provincial and federal income tax purposes shall be the cash based method and that the accounting year shall be the calendar year.

ARTICLE X

RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Agreement between the Parties, that is/are not resolvable by good faith negotiations by the same, shall be resolved by arbitration in Calgary, Alberta, Canada before one arbitrator agreed to by the Parties. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

ARTICLE XI

NON-DISCLOSURE NON-CIRCUMVENTION

11.1 During the term of this Agreement, the Parties agree to keep completely confidential (except to duly authorized directors, officers, auditors, employees, consultants, advisors and representatives of such Party ("Representatives")) and shall not use, except for the purposes of performing its obligations under this Agreement, all confidential or proprietary information disclosed by one Party to another Party, including without limitation the names and persons at any clients, insurance companies, banks, lending institutions, venture capitalists, money angels, corporations, individuals, trusts, borrowers, buyers and sellers of the disclosing Party, and Internet websites introduced by any of the Parties or their Representatives. Notwithstanding the foregoing, nothing contained herein shall prevent any Party at any time from furnishing information to any governmental agency or regulatory authority or to the public if required by applicable law.

11.2 During the term of this Agreement, each Party, hereto, agrees not to knowingly circumvent, avoid, bypass, or obviate the other Party, directly or indirectly, to avoid equity participation, payment of fees and commissions, and/or any other form of compensation in any transaction in which a client, investor, bank, lending institution, venture capitalist, money angel, insurance company, corporation, individual, trust lender, borrower, buyer or seller, has been introduced by either Party to the other Party in connection with any loan, finance proposal, current project, trading transaction, collateral request, or other financial transaction requested by the client or customer to a Party.

ARTICLE XII

OTHER PROVISIONS

12.1 The Partnership Venture shall be solely responsible for the organization, operation, marketing and management of its business, and shall be responsible for the development of its own ongoing method of business operation, including but not limited to the following: selection and establishment of business sites; sales techniques; marketing plan/system and advertising practices; employee selection, hiring and training; personnel policies and practices; hours of operation; and all other such ongoing concerns in the course of the Partnership Venture's routine business operation and management. The Venture agrees to obtain and maintain insurance to protect its business in such amounts and terms as are customary for businesses in the industry of the Partnership Venture.

12.2 This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

12.3 This Agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the parties.

12.4 This Agreement shall be governed by the laws of the Province of Alberta.

12.5 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile or e-mail, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to
Karbon-X: 1410 Columbia Ave.
Castlegar, British Columbia, Canada N1N 3K3 Attention: Chad Clovis
E-mail: cc@karbon-x.com

Copy to:

Cutler Law Group, P.C.
6575 West Loop South, Suite 500
Bellaire, TX 77401 Attn: M. Richard Cutler
Email: rcutler@cutlerlaw.com

If to Metis 10335 172 Street NW, Suite 101
Edmonton, Alberta, T5S 1K9
Attention: Attn: Barbara McKenzie
Email: Barbara.McKenzie @msdcorp.ca

If to Asokan 910 7 Ave. SW
Calgary, AB T2P 3N8, Alberta, Canada M5J 2S2 Attention: Justin Bourque
Email: Justin@agdev.ca

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

12.6 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

12.7 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

12.8 The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

12.9 No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

12.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.11 Attorney Fees. In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses.

12.12 This Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the Parties or their respective successors or assigns.

12.13 This Agreement shall not be assigned by any Party hereto, without the prior written consent of the other Parties. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the Parties.

So agreed and executed as of this____, day of August, 2023.

Karbon-X Corp.

/s/ Chad Clovis
By: Chad Clovis, Chief Executive Officer

Metis Settlements Development Corp.

/s/ Barbara McKenzie
By: Barbara McKenzie, Chief Executive Officer

Asokan Generational Developments, Ltd.

/s/ Justin Bourque
By: Justin Bourque

Schedule A

Karbon-X Contribution:

Primary schedule to be determined upon approval of projects in place and timelines of permits.

Upon signing the Agreement to complete the proposed solar project, 10% of the projected cost to be provided to the Partnership Venture to commence engineering and other planning. An additional 20% will be funded when permits are issued. An additional 35% upon commencement of construction and finally 35% when the plant is operational.

ACQUISITION AGREEMENT

Karbon-X Joint Venture

A BRITISH COLUMBIA JOINT VENTURE

THIS ACQUISITION AGREEMENT (herein after referred to as the “Agreement”) is entered into as of this 31st day of May 2023, by and among Karbon-X Project, Inc., a British Columbia corporation (“Karbon-X”), Silviculture Systems Corp., a Canadian corporation (“Silviculture”), and 4everforest Foundation, a Canadian not-for-profit corporation (“4everforest”), and the Shareholders of Silviculture set forth on the signature page hereof, for the purpose of development, marketing and sales of carbon and development of clean earth projects. This Agreement is intended to terminate and replace that certain Joint Venture Agreement between the parties entered into the 15th day of November, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto hereby agree to constitute themselves as participants in a certain joint venture, and do covenant, agree and certify as follows:

ARTICLE I. DEFINITIONS:

1.1 “Affiliate” shall refer to (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director or other partner of such person and (iv) if such other person is an officer, director, joint venturer or partner, any business or entity for which such person acts in any such capacity.

1.2 “Parties” shall refer to Karbon-X, Silviculture and 4everforest, and any successor(s) as may be designated and admitted to the Venture.

ARTICLE II TERMINATION OF JOINT VENTURE

2.1 The parties hereto mutually agree that this Agreement terminates and replaces that certain Joint Venture Agreement dated November 15, 2022.

2.2 Each Party (the “Indemnifying Party”) agrees to indemnify the other Parties (the “Indemnified Parties”) and to hold the Indemnified Parties harmless from, any and all actions, causes of action, suits, claims, losses, damages, liabilities, demands, costs and expenses which may be brought against, incurred or suffered by the Indemnified Parties arising from any act or omission of the Indemnifying Party in connection with the Venture. The provisions of this Section 2.2 shall not apply in respect of any inaccuracy or breach of a representation or warranty or covenant involving fraud or fraudulent misrepresentation. No Party shall in any event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost profits or savings, loss of use, cost of capital, or down time costs), including if arising from any breach of this Agreement (including fundamental breach) or from the negligence of that party, even if advised of the possibility of such damages.

ARTICLE III ACQUISITION.

3.1 Silviculture shall cause its shareholders to sell and Karbon-X shall purchase 80% of the fully- diluted issued and outstanding shares of Silviculture (the “Silviculture Purchase”).

3.2 The purchase price for the Silviculture Purchase shall be \$7,300,000USD, of which \$3,750,000 is payable in shares of common stock of Karbon-X Corp. (“Karbon-X Corp.”), a Nevada publicly traded corporation and the parent company of Karbon-X Project, Inc. priced at \$0.25 per share (the “Karbon-X Shares”). The Karbon-X Shares shall all be issued as restricted shares according to the timeline on Schedule A regarding achievement of project milestones, which shall include (i) planting 750,000 Dipteryx Alata (Baru Nut Trees) or other plant varieties so long as they do not diminish the value of the project as per schedule A, (ii) developing the charcoal stream as per schedule A and (iii) creating a system for generating carbon credits as per schedule A. All Affiliate Silviculture shareholders who become holders of the Karbon-X Shares shall execute and deliver a Lockup Agreement in the form of Exhibit B hereto, which shall provide for no sales for 12 months from issuance and then the greater of 10,000 shares per week or 2% of the prior week’s trading volume. The remaining purchase price of \$3,550,000USD shall be contributed as capital for operations and development of the Project during the period ending 36 months from execution of this Agreement (the “Karbon-X Contribution”). Silviculture acknowledges that Karbon X has contributed \$397,549.64 of this amount through the date of this Agreement. Karbon-X will fund an additional \$102,450.36 upon execution of this Agreement. The Karbon-X Contribution shall be paid as scheduled on Schedule C hereto based on the development of the proposed biomass charcoal business, assistance with carbon management data collection to verify planting and biomass projects to generate a carbon credit stream. The capital will be deployed in accordance with the directives of senior management of Karbon-X and Silviculture, which the Parties agree shall be comprised initially of Chad Clovis, Marita Dautel, Christopher Kerlow and Jeff Zelinski.

3.4 All officers and directors, whether individual or corporate, holding Karbon-X Shares shall execute and deliver to the company a form of lockup agreement in the form of Exhibit C hereto providing for scheduled potential sales of the Karbon-X shares into the market based on both time and the achievement of milestones.

3.5 Karbon-X will have the right to appoint two directors onto the Board of Directors of Silviculture and 4everforest and Silviculture will the right to appoint one director onto the Board of Directors of Karbon-X Corp.

3.6 Karbon-X Corp. agrees to solely cover all legal, accounting, governmental, fiduciary costs of creating, maintaining and reporting requirements of a publicly traded entity. These costs will be borne by Karbon-X Corp., without prejudice (in addition to) the agreed capital contribution schedule, enumerated herein.

3.7 Except as otherwise required by law or this Agreement, the Parties shall not be required to make any further capital contributions.

3.8 Except as set forth above and otherwise in this Agreement, no Party shall have the right to withdraw its capital contributions or demand or receive the return of his capital contributions or any part thereof.

3.9 The Parties shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

3.10 Silviculture acknowledges that Karbon-X is a United States publicly traded company and agrees to continue to undertake accounting procedures sufficient for its financial statements to be consolidated by Karbon-X included in a Securities and Exchange Commission approved PCAOB audited financial statements.

3.11 Silviculture will expend funds in excess of \$10,000 provided in this Agreement only upon written approval by Karbon-X.

ARTICLE IV RESOLUTION OF DISPUTES

4.1 All disputes arising out of this Agreement between the Parties, that is/are not resolvable by good faith negotiations by the same, shall be resolved by arbitration in Vancouver, British Columbia, Canada before one arbitrator agreed to by the Parties. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

ARTICLE V NON-DISCLOSURE NON-CIRCUMVENTION

5.1 The Parties agree to keep completely confidential (except to duly authorized directors, officers, auditors, employees, consultants, advisors and representatives of such Party ("Representatives")) and shall not use, except for the purposes of performing its obligations under this Agreement, all confidential or proprietary information disclosed by one Party to another Party, including without limitation the names and persons at any clients, insurance companies, banks, lending institutions, venture capitalists, money angels, corporations, individuals, trusts, borrowers, buyers and sellers of the disclosing Party, and Internet websites introduced by any of the Parties or their Representatives. Notwithstanding the foregoing, nothing contained herein shall prevent any Party at any time from furnishing information to any governmental agency or regulatory authority or to the public if required by applicable law.

5.2 During the term of this Agreement, each Party, hereto, agrees not to knowingly circumvent, avoid, bypass, or obviate the other Party, directly or indirectly, to avoid equity participation, payment of fees and commissions, and/or any other form of compensation in any transaction in which a client, investor, bank, lending institution, venture capitalist, money angel, insurance company, corporation, individual, trust lender, borrower, buyer or seller, has been introduced by either Party to the other Party in connection with any loan, finance proposal, current project, trading transaction, collateral request, or other financial transaction requested by the client or customer to a Party.

5.3 Each party agrees that during the Restrictive Period (as defined below), such party will not, without the express written consent of Karbon-X, which shall not be unreasonably withheld if Silviculture can demonstrate that such project will either be beneficial to or not directly competitive with Karbon-X, be associated with or engage in, directly or indirectly, as employee, consultant, proprietor, stockholder, partner, agent, representative, officer, or otherwise, the operation of any business that competes directly with Karbon-X Corp. in business activities that are the same or substantially similar to the business activities engaged in by Karbon-X Corp. in any geographic area in which Karbon-X Corp. does business during the Restrictive Period (the "Restricted Territory"). The term "Restrictive Period" shall mean a period of twelve (12) months after the termination of this Agreement for any reason. Passive investment in less than 5% of the outstanding equity securities of an entity which is listed on a national or regional securities exchange shall not, in itself, constitute a violation of this Section.

ARTICLE VI OTHER PROVISIONS

6.1 This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

6.2 This Agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the parties.

6.3 This Agreement shall be governed by the laws of the Province of British Columbia.

6.4 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile or e-mail, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to	1410 Columbia Ave. Castlegar, British Columbia, Canada N1N 3K3
Karbon-X or Karbon-X Corp.:	Attention: Chad Clovis E-mail: cc@karbon-x.com

Copy to:

Cutler Law Group, P.C.
6575 West Loop South, Suite 500
Bellaire, TX 77401 Attn: M. Richard Cutler
Email: rcutler@cutlerlaw.com

If to	512-55 Harbour Square Toronto, Ontario, Canada M5J 2S2
Silviculture	Attention: Christopher Kerlow Email: chrisk@4everforest.org

If to	512-55 Harbour Square Toronto, Ontario, Canada M5J 2S2
4EverForest	Attention: Jeff Zelinski Email: jeffz@4everforest.org

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

6.5 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

6.6 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

6.7 The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

6.8 No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

6.9 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6.10 Attorney Fees. In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses.

6.11 This Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the Parties or their respective successors or assigns.

6.12 This Agreement shall not be assigned by any Party hereto, without the prior written consent of the other Parties. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the Parties.

6.13 Silviculture Systems and Karbon-X shall have the right to terminate this Agreement by means of a written notice to that effect to the other. If such defaulting party has not remedied any breach contemplated schedule B or C within thirty (30) days of the notification thereof, as set forth in schedule B or C. If the Karbon-X terminates this Agreement for failing to make cash payments, share issues, or Concession Expenses under schedule B or C of this Agreement, Silviculture Systems will not be obligated to make those cash payments, share issues, or incur in those Concession Expenses.

So agreed and executed as of this 23rd date of May, 2023

Karbon-X Corp. and Karbon-X Projects, Inc.

/s/ Chad Clovis

By: Chad Clovis, Chief Executive Officer

Silviculture Systems Corp.

/s/ Christopher Kerlow

By: Christopher Kerlow

4everforest Foundation

/s/ Jeff Zelinski

By: Jeff Zelinski

Shareholders of Silviculture Systems Corp.

Jeff Zelinski

/s/ Jeff Zelinski

Chris Kerlow

/s/ Chris Kerlow

Mike Moss

/s/ Mike Moss

Phil Cormier

/s/ Phil Cormier

Yang Shi

/s/ Yang Shi

Ryan Benjamin

/s/ Ryan Benjamin

Rory Thomson

/s/ Rory Thomson

Jonathen Yu

/s/ Jonathen Yu

Baruvida Inc. (Yang Shi signatory)

/s/ Yang Shi

Theodore Verona

/s/ Theodore Verona

Rodrigo Jiminez

/s/ Rodrigo Jiminez

Alexander Tjiang

/s/ Alexander Tjiang

Sarah Lachance

/s/ Sarah Lachance

Francisco Pages

/s/ Francisco Pages

Jason Benjamin

/s/ Jason Benjamin

Yanick Lafreniere

/s/ Yanick Lafreniere

Schedule A

SCS agrees to plant a minimum of 35000, 2022/2023 250,000 trees in the 2023/2024 planting season and 475,000 trees in the 2024/2025 planting season.

SCS agrees to submit a Carbon Credits Project to Verra (other applicable voluntary registries)

Phase 1 is the land due diligence and selection, describing the project description, feasibility study and pathway report in year 1

Phase 2 submit the Carbon Credit project to Verra (or other applicable registries) for initial review of the project. Engage with a VVB to beginning verify the project and

Phase 3 finalize the recommendations and feedback presented by the VVB to finalize the Carbon Credit project review to submit the Carbon Credit review generating carbon credits, year 3

SCS agrees to produce infrastructure needed for a charcoal carbon credit streaming facility in year 1 and apply for Carbon Credits to Verra; produce 1,000 of charcoal in year 2; produce 5,000 charcoal in year 3.

SCS will develop a charcoal streaming system

Year 1 develops a pre-feasibility

Year 2 facility design and research and development

Year 3 Verify the project with a VVB

The below timeline for milestones and share issuance align with the timeline of Schedule A and the agreed upon terms of this Agreement.

Karbon-X has agreed to purchase 80% of Silviculture Systems in exchange for Karbon-X Shares valued at \$0.25 per share, for a value \$3,750,000USD of Karbon-X shares. These shares will be issued and sit in escrow for the length of this contract vesting at each milestone. The first tranche will be released upon signing. Dates and amounts are listed below. During each vesting period Karbon-X will be issued the prorata share of Silviculture shares.

Upon Signing 30%

End of phase 1 - July 31, 2023 : 10%

285,000 trees planted and the Bio Char facility plan submitted: 20%

Offset generation and issuance approved by a verifying body: 20%

760,000 trees planted and BioChar facility moving to development: 20%

[Form of Lockup Agreement]

Schedule C
Payment Schedule

Previously paid	\$ 397,549.64
Upon signing	\$ 102,450.31
July 31, 2023 (end of Phase 1)	\$ 500,000
October 1, 2023	\$ 750,000
End of Phase 2 April 1, 2024	\$ 750,000
October 1, 2024 \$	\$ 1,050,000

CARBON CREDIT PURCHASE AGREEMENT

This Carbon Credit Purchase Agreement (this “Agreement”), effective as of October 14, 2024 (the “Execution Date”), is entered into between Karbon-X Corp., a Nevada corporation (“Seller”), and Devvstream Holdings, Inc., an Alberta corporation (“Buyer”). Buyer was formed in connection with the Business Combination Agreement, dated September 12, 2023, as amended by the first amendment thereto, dated as of May 1, 2024 and as further amended by the second amendment thereto, dated as of August 10, 2024 (as the same maybe further amended, the “Business Combination Agreement,” and the transactions contemplated thereby, the “Business Combination”), by and among the Company, Focus Impact Amalco Sub Ltd. (“Amalco Sub”), a company existing under the laws of the Province of British Columbia, and DevvStream, pursuant to which, among other things, the Company continued from the State of Delaware under the Delaware General Corporation Law to the Province of Alberta under the Business Corporations Act and DevvStream and Amalco Sub amalgamated to form one corporate entity

RECITALS

WHEREAS, Buyer is a technology-based sustainability company that advances the development and monetization of environmental assets, with an initial focus on carbon markets.;

WHEREAS, Seller is a company trading carbon credits and other sustainable assets that holds carbon credits as set forth on Exhibit A (the “Carbon Credits”);

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, the Carbon Credits subject to the terms and conditions set forth herein; and

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

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale of Carbon Credits. At Closing Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in to the Carbon Credits, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“Encumbrance”).

Section 1.02 Assumption of Liabilities. Buyer shall not assume any liabilities or obligations of Seller of any kind related to the Carbon Credits, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.03 Purchase Price. The aggregate purchase price for this purchase of the Carbon Credits shall be USD \$1,108,585 (the “Purchase Price”) The Buyer shall pay the Purchase Price to Seller in consideration for 170,552 shares of common stock of Buyer (the “Shares”) valued at \$6.50 per share (the “Initial Valuation Price”). The Shares shall be issued and delivered to Seller, free and clear of all liens (other than those arising under applicable securities laws) in book entry form prior to the Closing Date.

(a) Buyer and Seller shall enter into a Registration Rights Agreement in the form of Exhibit B hereto (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement Buyer shall file a registration statement for the registration of the Shares within 15 days of the Closing Date and shall cause such registration statement to be declared effective within 45 days of the Closing Date (the "Effective Date"). On or before the Effective Date Buyer shall cause its transfer agent to deposit the Shares into a brokerage account designated by Seller. Buyer shall pay all costs of the Registration Statement and the deposit, including any required legal opinions of either the transfer agent or the broker.

(b) Seller will take all necessary steps to transfer, convey and assign to Buyer all existing and future rights, title to, and interest in the Carbon Credits, and to transfer the Carbon Credits to the Verra Registry account designated by Buyer.

Section 1.04 Purchase Price Adjustment. On that date which is 18 months from the Closing Date, Seller shall complete an accounting of the sale of the Shares and advise Buyer of the total proceeds of the sales. In the event the gross proceeds from the sale of the Shares is less than \$1,101,585 then Buyer shall issue additional shares to Seller (the "Additional Shares") equal to 80% of the 20 day weighted average price of Buyer's common stock on the date immediately preceding such adjustment, multiplied by the dollar amount of the adjustment required to meet \$1,101,585.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the exchange of documents and signatures no later than three (3) business days the satisfaction or, to the extent permitted hereunder, waiver of all conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted hereunder, waiver of all such conditions), unless this Agreement has been terminated pursuant to its terms or unless another time or date is agreed to in writing by the parties hereto (the day on which the Closing takes place being the "Closing Date"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. pacific time on the Closing Date.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) An assignment duly executed by Seller, effecting all existing and future rights, title to, and interest in the Carbon Credits, and to transfer the Carbon Credits to the Verra Registry account designated by Buyer;

(ii) copies of all consents, approvals, waivers and authorizations referred to herein;

(iii) the Seller Closing Certificate (as defined in Section 6.02); and

(iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Shares in book entry format;

(ii) the Buyer Closing Certificate (as defined in Section 6.03); and

(iii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, “Seller’s knowledge,” “knowledge of Seller” and any similar phrases shall mean the actual or constructive knowledge of Chad Clovis, after due inquiry.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Nevada. Seller has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the Articles of Incorporation or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Carbon Credits; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Carbon Credits are subject; or (d) result in the creation or imposition of any Encumbrance on any of the Carbon Credits. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any Governmental Authority, as defined below) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Compliance with Laws. Seller has complied, and is now complying, with all applicable laws and regulations applicable to ownership and use of the Carbon Credits.

Section 3.04 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending or, to Seller’s knowledge, threatened against or by Seller (a) relating to or affecting the Carbon Credits; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 3.06 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III of this Agreement (including the related portions of the Disclosure Schedules), neither Seller nor any officer, manager, member, employee or agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty arising from statute or otherwise in law.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof. For purposes of this Article IV, “Buyer’s knowledge,” “knowledge of Buyer” and any similar phrases shall mean the actual or constructive knowledge of Sunny Trinh, after due inquiry.

Section 4.01 Organization and Authority of Seller; Enforceability. Seller is duly incorporated and validly existing as a corporation in good standing under the Business Corporations Act (Alberta). The Company has all power (corporate or otherwise) and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Agreement. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

Section 4.02 The Shares. All of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and have been issued in compliance with the Business Corporations Act (Alberta). The Shares have been duly authorized and, when issued, delivered and paid for pursuant to this Agreement, will be validly issued, fully paid and non-assessable, free and clear of all Encumbrances and will be issued in compliance with the Business Corporations Act (Alberta).

Section 4.03. Reporting Obligations. A copy of each form, report, statement, schedule, proxy and other document filed by the Company with the U.S. Securities and Exchange Commission ("SEC") on or prior to the Closing (the "SEC Reports") is available to the Seller (including via the SEC's EDGAR system). As of their respective filing dates all SEC Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Reports. None of the SEC Reports filed under the Exchange Act (except to the extent that information contained in any SEC Report has been superseded by a later timely filed SEC Report) contained, when filed or, if amended, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports, as applicable, comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing, or, if amended, as of the date of such amendment, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods presented, subject to (i) in the case of unaudited statements, to normal, year-end audit adjustments, and such consolidated financial statements have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP") (except as may be disclosed therein or in the notes thereto, and except that the unaudited financial statements may not contain all footnotes required by GAAP), and (ii) changes to historical accounting policies of the Company in connection with any order, directive, guideline, comment or recommendation from the SEC that is applicable to the Company. There are no outstanding or unresolved comments in comment letters from the staff of the SEC with respect to any of the SEC Reports. For the avoidance of doubt, any restatement of the financial statements of the Company and any amendments to previously filed SEC Reports or delays in filing SEC Reports, in connection with any guidance from the SEC following the date of this Agreement, shall not be deemed to constitute a breach of this Section 4.03. Additionally, for avoidance of doubt, any amendment or modification of any SEC Report (or any agreement filed as an exhibit to any SEC Report) from its initial filing date in a subsequent filing shall not be deemed to constitute a breach of this Section 4.03.

Section 4.04. Authorized Capital. As of the date of this Agreement, the authorized share capital of Buyer consists of (a) an unlimited number of Common Shares and (b) an unlimited number of preferred shares. As of the date of this Agreement there are _____ shares of common stock outstanding and no shares of preferred stock. There are no shareholder agreements, voting trusts or other agreements or understandings to which Buyer is a party or by which it is bound relating to the voting of any securities of Buyer, other than (1) as set forth in the SEC Reports and (2) as contemplated by the Business Combination Agreement. Except as set forth in the SEC Reports or as contemplated by the Business Combination Agreement and the other agreements and arrangements referred to therein, as of the date hereof, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from Buyer any equity interests in Buyer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, other than DevvStream, Inc., Buyer has no subsidiaries and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated.

Section 4.05 Litigation. As of the date hereof, there is no suit, action, proceeding or investigation pending or, to the knowledge of Buyer, threatened against Buyer by OTC Markets, Inc. or the SEC, respectively, to prohibit the listing of the Common Shares, or the registration of the Common Shares under the Exchange Act of 1934, as amended (the "Exchange Act").

Section 4.06 Private Placement. Assuming the accuracy of Seller's representations and warranties set forth in Section 3, no registration under the Securities Act of 1933, as amended (the "Securities Act") is required for the transfer of the Consideration Shares to Seller hereunder. The Consideration Shares (i) were not offered to the Investor by any form of general solicitation or general advertising and (ii) are not being offered to Seller in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. Buyer will register the Shares for resale pursuant to the Registration Rights Agreement.

Section 4.07 Exchange Act Registration, Listing. The issued and outstanding Common Shares are registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on the OTCQB maintained by OTC Markets Group, Inc. under the symbol "DSTRF".

Section 4.08 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE V **COVENANTS**

Section 5.01 Public Announcements. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Section 5.02 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 5.03 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 documents to be delivered hereunder.

Section 5.04 Best Efforts for Transfer of Carbon Credits. Subsequent to Closing, Seller and Buyer shall use their best efforts to obtain any required approval to transfer the Carbon Credits in a timely manner. Best efforts shall include, but not be limited to, promptly submitting all necessary documents and fees and promptly responding to requests for information or additional documents by any Governmental Authority with jurisdiction over the Carbon Credits. "Governmental Authority" means any state, local or political subdepartment thereof, or any agency or instrumentality of such government or political subdepartment, or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.01 Conditions to Obligations of Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to obtaining at or prior to the Closing, any and all consents necessary for the assignment and assumption of the Purchased Assets, as well as the fulfillment, at or prior to the Closing, of the condition that no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

Section 6.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) All required approvals, consents and waivers shall have been received, and copies thereof shall have been delivered to Buyer at or prior to the Closing.

(b) No Action shall have been commenced against Buyer or Seller that would prevent the Closing.

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

(d) The representations and warranties of Seller contained in Article III shall be true and correct in all respects 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, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

(e) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(f) Seller shall have delivered to Buyer duly executed counterparts to the documents and deliveries set forth in Section 2.02(a).

(g) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 6.02 (insofar as they relate to Seller) have been satisfied (the "Seller Closing Certificate").

Section 6.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

- (a) All required approvals, consents and waivers shall have been received.
- (b) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing.
- (c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.
- (d) The representations and warranties of Buyer contained in Article IV shall be true and correct in all respects 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, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.
- (e) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (f) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized manager or officer of Buyer, that each of the conditions set forth in Section 6 (insofar as they relate to Buyer) have been satisfied (the "Buyer Closing Certificate").

ARTICLE VII **TERMINATION**

Section 7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Seller (i) if Buyer fails to deliver the Shares in accordance with this Agreement, or (ii) if any of the conditions set forth herein shall not have been fulfilled prior to the Closing date unless such failure shall be due to the failure by Seller to perform or comply with any of the covenants, agreements, or conditions hereof to be performed or complied with by Seller prior to the Closing;
- (c) by Buyer or Seller in the event that (i) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order, writ, judgment, injunction, decree, stipulation, determination or award ("Governmental Order") restraining, enjoining, or denying the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 7.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VII this Agreement shall forthwith become void and there shall be no further obligation or liability on the part of either party hereto except (i) as otherwise provided in this Agreement and (ii) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof;

ARTICLE VIII **INDEMNIFICATION**

Section 8.01 Survival. None of the representations, warranties and covenants (to the extent such covenants relate to the performance of obligations prior to the Closing) contained in this Agreement or in any instrument delivered under this Agreement shall survive the Closing. This Section 8.01 does not limit any covenant of the parties to this Agreement which, by its terms, contemplates performance after the Closing Date.

Section 8.02 Indemnification By Seller. Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective stockholders, directors, members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder.

Section 8.03 Indemnification By Buyer. Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder.

Section 8.04 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 indemnity 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 defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense 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 defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

ARTICLE IX
MISCELLANEOUS

Section 9.01 Expenses.

(a) Buyer shall pay (i) the fees, costs and expenses associated with pursuing necessary approvals from any Governmental Authority for the transfer of the Carbon Credits from Seller to Buyer, and (ii) its own fees, costs and expenses incurred in connection with this Agreement, including the fees, costs and expenses of Buyer's financial advisors, accountants and counsel.

(b) Seller shall pay its own fees, costs and expenses incurred in connection with this Agreement, including the fees, costs and expenses of Seller's financial advisors, accountants and counsel.

Section 9.02 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 e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

If to Seller: Karbon-X Corp.
510 5th St. SW, Suite 910
Calgary, AB Canada T2P 3S2
Attn: Chad Clovis, Chief Executive Officer
Email: cc@karbon-x.com

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

Cutler Law Group, P.C.
6575 West Loop South, Suite 500
Bellaire, TX 77401
Attn: M. Richard Cutler
Email: rcutler@cutlerlaw.com

If to Buyer: DevvStream Holdings Inc.
2108 N. St., Suite 4254.
Sacramento, CA 95816
Attn: Chris Merkel
Email: calum@allied.health

Section 9.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 9.05 Entire Agreement. This Agreement, the Note, and the documents to be delivered hereunder and thereunder 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 and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 9.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Buyer may, upon prior written notice to Seller, assign this agreement to an entity controlled by or in control of Buyer without the consent of Seller. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.07 No Third-party Beneficiaries. Except as provided in Article VIII(Indemnification), this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 9.09 Waiver. 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.

Section 9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

Section 9.11 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Nevada in each case located in the county of Clark, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 9.12 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 9.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.14 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.

[signature(s) on following page(s)]

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.

SELLER:

KARBON-X CORP.
a Nevada corporation

By: /s/ Chad Clovis
Name: Chad Clovis
Title: Chief Executive Officer

BUYER:

DEVVSTREAM HOLDINGS, INC.
an Alberta corporation

By: /s/ Sunny Trinh
Name: Sunny Trinh
Title: Authorized Signatory

EXHIBIT A
CARBON CREDITS

New Inventory									
	Standard	ID	NAME	LOCATION	TECH	VINTAGE	VOLUME	DELIVERY	BUYING PRICE TOTAL USD
KXC	VCS	1461	Grouped Connect Solar PV Power Generation Project China		Solar	2015	18,000.00	Spot	\$ 4.50 \$ 81,000.00
KXC	VCS	2357	Improved cook stove market development in rural Ni/Nepal		Cookstove	2019	3,000.00	Spot	\$ 12.50 \$ 62,500.00
KXC	GS	10898	Up Energy Improved Cookstoves Programme Uganda Uganda		Cookstove	2021	3,000.00	Spot	\$ 11.82 \$ 69,150.00
KXC	ACR	678	A-Gas V5	USA	Avoidance - HFC	2020	125,000.00	Spot	\$ 4.25 \$ 531,250.00
KXC	VCS	2250	Delta Blue Carbon	Pakistan	Blue Carbon	2020	300.00	Spot	\$ 35.00 \$ 17,500.00
KXC	VCS	1776	Green Infra Wind Power Generation	India	Wind	2023	33,124.00	Spot	\$ 2.25 \$ 74,529.00
KXC	VCS	1856	Burkled Wind Power Project by Sembcorp	India	Wind	2022	3,636.00	Spot	\$ 2.25 \$ 8,181.00
KXC	VCS	1856	Burkled Wind Power Project by Sembcorp	India	Wind	2023	6,310.00	Spot	\$ 2.50 \$ 15,775.00
KXC	GS	12302	Clean Cooking Rural India	India	Cookstove	2023	25,000.00	Spot	\$ 9.95 \$ 248,750.00
									\$ 1,108,583.00

EXHIBIT B
REGISTRATION RIGHTS AGREEMENT

Subsidiaries of Karbon-X Corp.:

Karbon-X Project, Inc.
Karbon-X Trading Limited
Karbon-X USA Corp.
Karbon-X Bahamas Ltd
Allcot Limited
Allcot X Colombia S.A.S
Allcot Senegal Suarl
Allcot Soluciones España S.L

CERTIFICATION

I, Chad Clovis, certify that:

1. I have reviewed this annual report on Form 10-K of Karbon-X Corp. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this transition report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 16, 2025

/s/ Chad Clovis

Chad Clovis, Chief Executive
Officer (Principal Executive Officer)

CERTIFICATION

I, Adriana Ebell, certify that:

1. I have reviewed this annual report on Form 10-K of Karbon-X Corp. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this transition report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 16, 2025

/s/ Adriana Ebell

Adriana Ebell, Acting Chief Financial
Officer (Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Report of Karbon-X Corp. (the "Company") on Form 10-K for the fiscal year ended May 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Chad Clovis, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company

September 16, 2025

/s/ Chad Clovis

Chad Clovis

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Karbon-X Corp. (the "Company") on Form 10-K for the fiscal year ended May 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Adriana Ebell, as Acting Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

September 16, 2025

/s/ Adriana Ebell

Adriana Ebell

Acting Chief Financial Officer

(Principal Financial Officer)