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# SHARE PURCHASE AGREEMENT

Made as of August 30, 2024

Among

**NEW WORLD SOLUTIONS INC.**, a company existing under the laws of the Province of British Columbia

(“**New World**”)

and

**1491150 B.C. LTD.**, a company existing under the laws of the Province of British Columbia

(“**DialMKT Holdco**”)

and

The current shareholders of DialMKT Holdco listed in the attached Schedule B (hereinafter collectively referred to as, the “**DialMKT Holdco Shareholders**”, and individually as, a “**DialMKT Holdco Shareholder**”)

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# SHARE PURCHASE AGREEMENT

This Agreement is made as of August 30, 2024, among

**NEW WORLD SOLUTIONS INC.**, a company existing under the laws of the Province of British Columbia  
(“**New World**”)

and

**1491150 B.C. LTD.**, a company existing under the laws of the Province of British Columbia  
(“**DialMKT Holdco**”)

and

The current shareholders of DialMKT Holdco listed in the attached Schedule B (hereinafter collectively referred to as, the “**DialMKT Holdco Shareholders**”, and individually as, a “**DialMKT Holdco Shareholder**”)

## RECITALS

- A. dialMKT Corp. (“**DialMKT Opco**”), is a company incorporated in Wyoming, USA;
- B. DialMKT Opco is a wholly-owned subsidiary of DialMKT Holdco;
- C. The DialMKT Holdco Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding shares in the capital of DialMKT Holdco;
- D. New World is a public company, with its common shares listed on the Canadian Securities Exchange (“**CSE**”) under the symbol “**NEWS**”;
- E. New World has agreed to purchase 51% of the outstanding DialMKT Holdco Shares (as defined herein) in exchange for 45,000,000 New World Units pursuant to the terms of this Agreement (the “**Transaction**”); and
- F. The DialMKT Holdco Shareholders have unanimously agreed to this Agreement.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained and other good and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto do hereby covenant and agree as follows:

## ARTICLE 1 – INTERPRETATION

### Section 1.1 Definitions

In this Agreement, the following defined terms have the meanings hereinafter set forth:

- (1) “**Agreement**” means this Share Purchase Agreement (including the schedules hereto) as supplemented, modified or amended.
- (2) “**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date.
- (3) “**Applicable Laws**”, in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities.
- (4) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder.
- (5) “**BCSC**” means the British Columbia Securities Commission.
- (6) “**Business**” means the business and activities carried on by DialMKT Holdco through its wholly-owned subsidiary, DialMKT Opco.
- (7) “**Business Day**” means a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia or the City of Toronto, Ontario, are not generally open for business.
- (8) “**Consideration Securities**” has the meaning as ascribed at Section 2.2.
- (9) “**Constituting Documents**” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement.
- (10) “**Corporate Records**” means the corporate records of a company including the company’s Constituting Documents, share registers, registers of directors, list of bank accounts and signing authorities and minutes of shareholders’ and directors’ meetings.
- (11) “**CSE**” means the Canadian Securities Exchange.
- (12) “**DialMKT Holdco**” means 1491150 B.C. Ltd., a company organized under the laws of British Columbia.
- (13) “**DialMKT Holdco Approval**” means the consent resolution of the DialMKT Holdco Shareholders to consider and, if thought fit, authorize, approve and adopt the DialMKT Holdco Shareholder Resolution and related matters.
- (14) “**DialMKT Holdco Shareholder Resolution**” means the consent resolution in respect of the Transaction to be unanimously approved by the DialMKT Holdco Shareholders.
- (15) “**DialMKT Holdco Shareholders**” means the holders of DialMKT Holdco Shares.

- (16) **“DialMKT Holdco Shareholders Agreement”** has the meaning ascribed thereto in Section 3.3(c).
- (17) **“DialMKT Holdco Shares”** means the common shares in the capital of DialMKT Holdco.
- (18) **“DialMKT Opco”** means dialMKT Corp., a company incorporated in Wyoming, USA and wholly-owned by DialMKT Holdco.
- (19) **“Effective Date”** means the closing date of the Transaction. The Transaction shall be deemed to close at the Effective Time.
- (20) **“Effective Time”** means shall mean 4:01 PM, Pacific Time, on the Effective Date.
- (21) **“Electing Shareholder”** has the meaning ascribed thereto in Section 10.1.
- (22) **“Encumbrances”** means any encumbrance of any kind whatever and includes any pledge, lien, charge, security interest, lease, title retention agreement, mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing.
- (23) **“Environmental Laws”** means applicable federal, provincial, state, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters.
- (24) **“Governmental Authority”** means any federal, state, provincial and municipal government, regulatory authority, governmental department, ministry, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction.
- (25) **“IFRS”** means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question.
- (26) **“ITA”** means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder, as amended from time to time.
- (27) **“Lock Up Agreement”** means a contractual lock up agreement, in the form attached hereto as Schedule “G”, whereby the New World Supporting Shareholders will agree to be restricted from trading any securities of New World for a period of 180 days following the Effective Date;
- (28) **“Material Adverse Change”** or **“Material Adverse Effect”** means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Transaction or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide.

- (29) “**Material Change**” and “**Material Fact**” has the meanings ascribed thereto under the Applicable Canadian Securities Laws.
- (30) “**Material Contract**” means those contracts, agreements, understandings or arrangements entered into by any Party that have individual payment obligations on the part of such Party that exceed US\$50,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business, or are otherwise material to the business.
- (31) “**New World**” means New World Solutions Inc., a company organized under the laws of British Columbia.
- (32) “**New World Disclosure Documents**” means documents filed by or on behalf of New World that are publicly available in electronic form on the System for Electronic Document Analysis and Retrieval, commonly known as “SEDAR+”;
- (33) “**New World Financial Statements**” means New World’s audited annual financial statements for the year ended April 30, 2024.
- (34) “**New World Shareholders**” means the holders of New World Shares.
- (35) “**New World Supporting Shareholders**” means New World Shareholders who hold in the aggregate at least 25,000,000 New World Shares, being at least 20.28% of the outstanding New World Shares prior to the Effective Time.
- (36) “**New World Shares**” means the common shares in the capital of New World.
- (37) “**New World Units**” means a unit consisting of (i) one New World Share; and (ii) .35 of a New World Warrant.
- (38) “**New World Warrants**” means a New World Share purchase warrant, with each full New World Warrant entitling the holder thereof to acquire one additional New World Share at a price of C\$0.05, for a period of two years following the closing of the Transaction, subject to the ability of New World to accelerate the expiry date pursuant to the form of warrant certificate. The New World Warrants will include a blocking provision restricting the holder to acquire more than 9.99% of New World.
- (39) “**NI 45-106**” has the meaning ascribed thereto in Section 2.5.
- (40) “**Parties**” means, collectively, the parties to this Agreement, and “**Party**” means any one of them.
- (41) “**Permit**” means any and all permits, licences, agreements, concessions, approvals, certificates, consents, certificates of approval, rights, privileges or franchises, registrations (including any required export/import approvals) and exemptions of any nature and other authorizations, conferred or otherwise granted by any Governmental Authority.
- (42) “**Person**” means any individual, corporation, body corporate, firm, partnership, syndicate, joint venture, association, trust, unincorporated organization or Governmental Authority or any trustee, executor, administrator or other legal representative, whether or not a juridical person.
- (43) “**Outside Date**” means September 16, 2024.

- (44) “**Registrar**” means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA.
- (45) “**Regulation D**” means Regulation D promulgated under the U.S. Securities Act.
- (46) “**Regulation S**” means Regulation S promulgated under the U.S. Securities Act.
- (47) “**RSU Plan**” has the meaning ascribed thereto in Section 2.7.
- (48) “**RSUs**” has the meaning ascribed thereto in Section 2.7.
- (49) “**Securities Act**” means the *Securities Act* (British Columbia), as amended, including the regulations promulgated thereunder.
- (50) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended.
- (51) “**subsidiary**” has the meaning ascribed thereto in the Securities Act.
- (52) “**Tax**” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.
- (53) “**Tax Election Form**” has the meaning ascribed thereto in Section 10.1.
- (54) “**Tax Election Provision**” has the meaning ascribed thereto in Section 10.1.
- (55) “**Tax Return**” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes.
- (56) “**Transaction**” has the meaning ascribed thereto in the Recitals.
- (57) “**Transaction Agreements**” means the agreements entered into with respect to the transaction contemplated hereunder.
- (58) “**Transfer Agent**” means Computershare Investor Services Inc., the transfer agent for the New World Shares.
- (59) “**U.S. Person**” means a “U.S. person” as such term is defined in Rule 902 of Regulation S.
- (60) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules, regulations and orders promulgated thereunder.
- (61) “**United States**”, or “**U.S.**” means the United States of America, its territories and possessions, and any state of the United States, and the District of Columbia.



## Section 1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereto”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;
- (b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;
- (c) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and is a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place;
- (e) any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document shall be to such agreement or document (together with all schedules thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;
- (f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted. A reference to US\$ or USD means lawful money of the United States of America and a reference to C\$ or CAD means lawful money of Canada;
- (g) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made shall be made in a manner consistent with IFRS;
- (h) all representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity);

- (i) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry; and
- (j) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

### **Section 1.3 Schedules**

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

- Schedule “A” – Representations and Warranties of DialMKT Holdco
- Schedule “B” – DialMKT Holdco Capitalization
- Schedule “C” – Representations and Warranties of New World
- Schedule “D” – New World Proforma Capitalization
- Schedule “E” – Form of U.S. Representation Letter
- Schedule “F” – Form of DialMKT Holdco Shareholders Agreement
- Schedule “G” – Form of Lock Up Agreement

## **ARTICLE 2 – PURCHASE AND SALE**

### **Section 2.1 Purchase and Sale**

Subject to the terms and conditions hereof, each of the DialMKT Holdco Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to New World and New World covenants and agrees to purchase from the DialMKT Holdco Shareholders, such number of DialMKT Holdco Shares as set out in Schedule B attached hereto, which remain subject to updating by DialMKT Holdco prior to the Effective Date (the “**Purchased Shares**”), which are legally and beneficially owned by such DialMKT Holdco Shareholder at the Effective Date.

### **Section 2.2 Consideration**

In consideration for the acquisition of the Purchased Shares and pursuant to the terms of the Agreement, New World shall issue on the Effective Date, 45,000,000 New World Units (the “**Consideration Securities**”) in the manner set forth in Schedule B attached hereto, which remain subject to updating by DialMKT Holdco prior to the Effective Date, at a deemed price per New World Unit equal to the lowest price allowed pursuant to CSE’s policies at the time the proposed Transaction was announced.

### **Section 2.3 Dissenting Shareholders**

DialMKT Holdco Shareholders entitled to vote at the DialMKT Holdco Approval will be entitled to exercise dissent rights with respect to their DialMKT Holdco Shares (each such

shareholder, a “**Dissenting Shareholder**”) in connection with the Transaction pursuant to and in the manner set forth in DialMKT Holdco Approval. DialMKT Holdco shall give New World notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such dissent rights and received by DialMKT Holdco, and shall provide New World with copies of such notices and written objections. DialMKT Holdco Shares which are held by a Dissenting Shareholder shall not be exchanged for New World Units pursuant to the Transaction. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder’s claim under the BCBCA or forfeits such Dissenting Shareholder’s right to make a claim under the BCBCA, or if such Dissenting Shareholder’s rights as a DialMKT Holdco Shareholder are otherwise reinstated, such DialMKT Holdco Shareholder’s DialMKT Holdco Shares shall thereupon be deemed to have been exchanged for New World Units as of the Effective Time as prescribed herein.

## **Section 2.4 US Resale Restrictions**

DialMKT Holdco acknowledges and agrees that New World Units issued to DialMKT Holdco Shareholders resident in the United States have not been and will not be registered under the U.S. Securities Act or any state securities laws, will be “restricted securities” as defined in Rule 144 under the U.S. Securities Act, and will include a U.S. restrictive legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

## **Section 2.5 Canadian Resale Restrictions**

DialMKT Holdco Shareholders acknowledge and agree that the Consideration Securities issued in connection with the Transaction will be issued under prospectus exemptions pursuant to National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators (“**NI 45-106**”), be issued free and clear of all Encumbrances pursuant to prospectus exemptions under applicable laws, but may be subject to resale restriction imposed by the CSE up to a maximum of four months and one day from the Effective Date, and consent to the placement of a

legend or legends on any certificate or other document evidencing any of the Consideration Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

**UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE [FOUR MONTHS AND ONE DAY FROM THE CLOSING DATE.]**

## **Section 2.6 Take-Over Bid Exemption**

Each of the DialMKT Holdco Shareholders acknowledges and agrees as follows:

(a) the transfer of the DialMKT Holdco Shares and the issuance of the New World Units, in exchange therefor, will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of NI 45-106 (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;

(b) as a consequence of acquiring the New World Units pursuant to the Exemptions:

(i) the DialMKT Holdco Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;

(ii) the DialMKT Holdco Shareholder may not receive information that might otherwise be required to be provided to the DialMKT Holdco Shareholder, and New World is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the New World;

(iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the New World Units;

(iv) there is no government or other insurance covering the New World Units; and

(v) an investment in the New World Units is speculative and of high risk;

(c) although no statutory hold periods are currently expected to be applicable, the certificates representing the New World Units will bear such legends as required by Securities Laws and the policies of the CSE and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the New World Units; and

(d) the DialMKT Holdco Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the DialMKT Holdco Shares and the issuance of the New World Units and which may impose restrictions on the resale of such New World Units in that jurisdiction and it is the responsibility of the DialMKT Holdco Shareholder to find out what those resale restrictions are, and to comply with them before selling the New World Units.

## **Section 2.7 Restricted Stock Unit Plan**

Subject to availability, New World will set aside 20,000,000 restricted stock units (“**RSUs**”) under the restricted stock unit plan of New World (“**RSU Plan**”) to be granted to eligible

participants, at the discretion of a committee of the New World board of directors, which committee will be chaired by the individual appointed to the board of directors of New World pursuant to Section 3.3(b). Such RSUs are subject to the conditions contained in the policies of the CSE. The RSUs will vest based on criteria agreed to by the Parties.

## **Section 2.8 Options**

Subject to availability, New World will set aside 8,000,000 stock options to be granted to eligible participants, at the discretion of a committee of the New World board of directors, which committee will be chaired by the individual appointed to the board of directors of New World pursuant to Section 3.3(b).

## **Section 2.9 Actions to Satisfy Conditions**

Each of New World and DialMKT Holdco shall take all such actions as are within its power to control and to use commercially reasonable efforts to cause other actions to be which are not within its power or control, so as to ensure compliance with all of the applicable conditions precedent as set forth in this Agreement and any Transaction Agreements including, without limitation, DialMKT Holdco causing DialMKT Opco to act.

# **ARTICLE 3 – COVENANTS**

## **Section 3.1 Mutual Covenants**

From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not incur any indebtedness other than in the ordinary course of business consistent with its past practice, or as required in connection with the Transaction;
- (c) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (d) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Transaction, including, without limitation, using reasonable commercial efforts:
  - (i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
  - (ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Transaction;

- (iii) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Transaction and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
  - (iv) to reasonably cooperate with the other Parties and their tax advisors in structuring the Transaction and other transactions contemplated to occur in conjunction with the Transaction in a tax effective manner, and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and their tax advisors shall consider necessary, acting reasonably;
- (e) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (f) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Date;
- (g) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other Person or perform any act or enter into any transaction or negotiation which, in the opinion of DialMKT Holdco or New World acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby;
- (h) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading, and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;
- (i) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect, and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 3.1(i);
- (j) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and

- (k) not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, or entertain or enter into discussions or negotiations with, any Person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, or sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

### **Section 3.2 Additional Covenants of DialMKT Holdco**

From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Article 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, DialMKT Holdco covenants and agrees that DialMKT Holdco shall:

- (a) use reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of DialMKT Holdco;
- (b) use reasonable commercial efforts to seek approval of the DialMKT Holdco Shareholder Resolution, together with the approval of such matters as are required to effect the Transaction; and
- (c) promptly advise New World of the number of DialMKT Holdco Shares for which DialMKT Holdco receives notices of dissent or written objections to the Transaction.

### **Section 3.3 Additional Covenants of New World**

From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Article 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, New World covenants and agrees that:

- (a) New World shall use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.3 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of New World;
- (b) New World shall, subject to the approval of the CSE, cause, as of the Effective Time, to have Young Cho Lee and Charles Park resign from its board of directors and appoint Jacob Marks to the board of directors of New World and Jacob Marks as chairman of the board of directors of New World;
- (c) the existing management of DialMKT Opco shall continue in such roles after the Effective Date and New World and the remaining shareholders of DialMKT Holdco will enter into a shareholders agreement covering the management of DialMKT Opco on the Effective Date (the “**DialMKT Holdco Shareholders Agreement**”), and the DialMKT Holdco Shareholders Agreement will also include a put and call

option allowing New World and the remaining shareholders of DialMKT Holdco to sell those remaining DialMKT Holdco Shares for a pre-determined price, upon certain criteria being hit;

- (d) New World shall, effective as of the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the New World Shares issuable under the Transaction to holders of the DialMKT Holdco Shares and shall direct the Transfer Agent to distribute such New World Shares to the holders of the DialMKT Holdco Shares in accordance with the terms of the Transaction;
- (e) New World shall, effective as of the Effective Date, issue the New World Warrants issuable under the Transaction to holders of the DialMKT Holdco Shares and shall distribute such New World Warrants to the holders of the DialMKT Holdco Shares in accordance with the terms of the Transaction; and
- (f) New World shall use reasonable commercial efforts to consult with the CSE and to determine that the Transaction is not a “Change of Business” or “Fundamental Change” (as defined by CSE Policy 1 – *Interpretation and General Provisions*) and that the additional disclosure requirements under CSE Policy 8 – *Fundamental Changes and Changes of Business* do not apply to the Transaction.

#### **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES**

##### **Section 4.1 Representations and Warranties of DialMKT Holdco**

In order to induce New World to enter into and to consummate the transactions contemplated by this Agreement, DialMKT Holdco represents and warrants to New World that the representations and warranties contained in Schedule A are true, accurate and correct as of the date of this Agreement.

##### **Section 4.2 Representations and Warranties of New World**

In order to induce DialMKT Holdco to enter into and to consummate the transactions contemplated by this Agreement, New World represents and warrants to DialMKT Holdco that the representations and warranties contained in Schedule C are true, accurate and correct as of the date of this Agreement.

#### **ARTICLE 5 – DISCLOSURE DOCUMENTS**

##### **Section 5.1 DialMKT Holdco Approval**

As promptly as practical following the execution of this Agreement and in compliance with Applicable Laws (including Applicable Canadian Securities Laws):

- (a) DialMKT Holdco shall obtain DialMKT Holdco Approval and provide DialMKT Holdco Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them.



## **ARTICLE 6 – FILINGS**

### **Section 6.1 Preparation of Filings**

- (1) New World and DialMKT Holdco shall cooperate in the taking of all such action as may be required under the BCBCA, Applicable Canadian Securities Laws, and other Applicable Laws in connection with the transactions contemplated by this Agreement.
- (2) Each of New World and DialMKT Holdco shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of this Section 6.1(1).

## **ARTICLE 7 – CONDITIONS PRECEDENT**

### **Section 7.1 Mutual Conditions Precedent**

- (1) The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the completion of the Transaction, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:
  - (a) The directors of DialMKT Holdco and New World, respectively, shall have approved the Transaction;
  - (b) the DialMKT Holdco Shareholder Resolution shall have been passed by 66 2/3% of DialMKT Holdco Shareholders at a meeting of DialMKT Holdco Shareholders or by 100% of the DialMKT Holdco Shareholders if the DialMKT Holdco Approval is obtained by written consent resolution;
  - (c) the CSE determining that the Transaction is not a “Change of Business” or “Fundamental Change” (as those terms are defined by CSE policy);
  - (d) the Transaction shall have become effective on or prior to the Outside Date;
  - (e) all necessary approvals with respect to the Transaction, having been obtained, including but not limited to the approval of the CSE, and other applicable Governmental Authorities;
  - (f) all other consents, orders and approvals, including regulatory approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Transaction shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;
  - (g) this Agreement shall not have been terminated under Article 9;
  - (h) dissent rights shall not have been exercised with respect to the Transaction by DialMKT Holdco Shareholders which will in the aggregate represent 5% or more of the DialMKT Holdco Shares outstanding on the record date for the DialMKT Holdco Approval;
  - (i) the availability of prospectus exemptions for the Transaction under Applicable Canadian Securities Laws and the availability of registration exemptions for the

Transaction under applicable securities laws of the United States in respect of New World Units to be issued in the United States; and

- (j) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Transaction.

(2) The foregoing conditions are for the mutual benefit of New World on the one hand and DialMKT Holdco on the other hand and may be waived, in whole or in part, jointly by the Parties at any time. If any of the foregoing conditions are not satisfied or waived on or before the Effective Date then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

### **Section 7.2 Conditions to Obligations of DialMKT Holdco**

The obligation of DialMKT Holdco to consummate the transactions contemplated hereby, and in particular to complete the Transaction, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) New World shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of New World made in this Agreement shall be true and correct in all material respects as at the Effective Date;
- (b) the New World Shares to be issued to the DialMKT Holdco Shareholders shall be issued as fully paid and non-assessable common shares in the capital of the New World, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant CSE policies or applicable securities laws;
- (c) New World shall have appointed DialMKT Holdco's director nominee pursuant to Section 3.3(b) and delivered duly executed copies of the documents attached as Schedule H;
- (d) New World shall have entered into the DialMKT Holdco Shareholders Agreement pursuant to Section 3.3(c);
- (e) New World shall have created the committee and received authority to grant 20,000,000 RSUs pursuant to Section 2.7 and delivered duly executed copies of the documents attached as Schedule H;
- (f) New World shall have created the committee and received authority to grant 8,000,000 stock options pursuant to Section 2.8 and delivered duly executed copies of the documents attached as Schedule H;
- (g) New World Supporting Shareholders shall have entered into the Lock Up Agreement, which shall not have been terminated in accordance with their respective terms;

- (h) New World shall have created a public disclosure committee of the board, which committee will be comprised solely of the Chairman of the board of directors of New World;
- (i) New World shall have furnished DialMKT Holdco with:
  - (i) certified copies of the resolutions duly passed by the boards of directors of New World approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the written consents of shareholders of New World approving the Transaction, if required by the CSE;
  - (iii) certified copies of New World's Constatng Documents;
  - (iv) certificates of good standing of New World within two (2) days of the Effective Date;
  - (v) a certificate of New World addressed to DialMKT Holdco and dated the Effective Date, signed on behalf of New World by a senior officer of New World, confirming that the conditions in this Section 7.2 have been satisfied; and
  - (vi) such other closing documents as may be requested by DialMKT Holdco, acting reasonably;
- (j) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting New World before or by any domestic or foreign Governmental Authority, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of DialMKT Holdco, acting reasonably, in either case has had or, if the Transaction was consummated, would result in a Material Adverse Change respecting New World or would materially impede the ability of the Parties to complete the Transaction; and
- (k) there shall not have occurred any Material Adverse Change in respect of New World.

(2) The conditions in Section 7.2 are for the exclusive benefit of DialMKT Holdco and may be asserted by DialMKT Holdco regardless of the circumstances or may be waived by DialMKT Holdco in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which DialMKT Holdco may have.

### **Section 7.3 Conditions to Obligations of New World**

(1) The obligations of New World to consummate the transactions contemplated hereby, and in particular to complete the Transaction, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) DialMKT Holdco shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of DialMKT Holdco made in this Agreement shall be true and correct in all material respects as at the Effective Date;
- (b) DialMKT Holdco shall have furnished New World with:
  - (i) certified copies of the resolutions duly passed by the board of directors of DialMKT Holdco approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the DialMKT Holdco Shareholder Resolution approved by the DialMKT Holdco Shareholders;
  - (iii) certified copies of DialMKT Holdco's Constatng Documents;
  - (iv) certified copies of DialMKT Opco's Constatng Documents;
  - (v) a certificates of good standing of DialMKT Holdco and DialMKT Opco dated within two (2) days of the Effective Date;
  - (vi) duly executed copies of the U.S. Representation Letter attached hereto as Schedule E, including accredited investor certifications if applicable, for each DialMKT Holdco Shareholder that is resident in the United States or otherwise a U.S. Person, or consents to the Transaction from within the United States;
  - (vii) a certificate of DialMKT Holdco addressed to New World and dated the Effective Date, signed on behalf of DialMKT Holdco by a senior officer of DialMKT Holdco, confirming that the conditions in Section 7.3 have been satisfied; and
  - (viii) such other closing documents as may be requested by New World, acting reasonably;
- (c) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting DialMKT Holdco before or by any domestic or foreign Governmental Authority, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of New World, acting reasonably, in either case has had or, if the Transaction was consummated, would result in a Material Adverse Change respecting DialMKT Holdco or would materially impede the ability of the Parties to complete the Transaction;
- (d) DialMKT Holdco and DialMKT Opco are not indebted to any creditors not otherwise disclosed to New World;
- (e) there shall be no Dissenting Shareholders; and

- (f) there shall not have occurred any Material Adverse Change in respect of DialMKT Holdco; and

(2) The conditions in Section 7.3 are for the exclusive benefit of New World and may be asserted by New World regardless of the circumstances or may be waived by New World in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which New World may have.

#### **Section 7.4 Notice and Effect of Failure to Comply with Conditions**

Each of New World and DialMKT Holdco shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

#### **Section 7.5 Satisfaction of Conditions**

The conditions set out in Section 7.3 are conclusively deemed to have been satisfied, waived or released when, with the agreement on closing of the Transaction.

### **ARTICLE 8 – AMENDMENT**

#### **Section 8.1 Amendment**

This Agreement may at any time and from time to time before or after the holding of the DialMKT Holdco Approval be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by DialMKT Holdco Shareholders without approval by the affected DialMKT Holdco Shareholders given in the same manner as required for the approval of the Transaction.

## ARTICLE 9 – TERMINATION

### Section 9.1 Termination

- (1) This Agreement may be terminated at any time in each of the following circumstances:
  - (a) by written agreement executed and delivered by New World and DialMKT Holdco;
  - (b) by any Party if the Effective Date shall not have occurred by the Outside Date;
  - (c) by New World if there has been a material breach by DialMKT Holdco of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach DialMKT Holdco fails to cure within ten (10) Business Days after written notice thereof is given by New World;
  - (d) by DialMKT Holdco if there has been a material breach by New World of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach New World fails to cure within ten (10) Business Days after written notice thereof is given by DialMKT Holdco;
  - (e) by any Party by written notice to the other Parties if any condition in Section 7.1 is not satisfied or waived on or before the Effective Date where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement;
  - (f) by DialMKT Holdco by written notice to the other Parties if any condition in Section 7.2 is not satisfied or waived on or before the Effective Date;
  - (g) by New World by written notice to DialMKT Holdco if any condition in Section 7.3 is not satisfied or waived on or before the Effective Date; or
  - (h) by any Party the date the Transaction is rejected by the CSE, as applicable, and all recourse or rights of appeal have been exhausted.
- (2) If this Agreement is terminated in accordance with Section 9.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Parties hereunder except for each Party's obligations under Section 11.7 and Section 11.8 hereunder, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 9.1(2) shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

## ARTICLE 10 – TAX-ELECTION

### Section 10.1 Election

New World agrees that, at the request and expense of any DialMKT Holdco Shareholder who is resident in Canada for the purposes of the ITA, New World shall jointly elect with such

shareholder (an “**Electing Shareholder**”) DialMKT Holdco Shareholder for the provisions of subsection 85(1) or (2) of the ITA and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to New World Units acquired by New World from the Electing Shareholder. In order to make any such election, the Electing Shareholder shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such completed Tax Election Form to New World within 90 days of the Effective Date, and such Electing Shareholder agrees that proper completion of the Tax Election Form is solely their responsibility. Upon receipt, New World shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Electing Shareholder by mail using the address that the Electing Shareholder provided to New World in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Electing Shareholder to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. New World shall not be liable for any damages arising to an Electing Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

## **ARTICLE 11 – GENERAL**

### **Section 11.1 Notices**

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

- (a) in the case of New World, to:

New World Solutions Inc.  
2990 Arbutus Street, 2nd Floor  
Vancouver, British Columbia V6J 3Y9

Attention: Paul Haber, Chief Executive Officer  
Email: •

- (b) in the case of DialMKT Holdco or to the DialMKT Holdco Shareholders, to:

1491150 B.C. Ltd.  
Suite 3606 - 833 Seymour Street  
Vancouver, British Columbia V6B 0G4

Attention: Jacob Marks  
Email: •

with a copy (for informational purposes only and not constituting notice) to:

Garfinkle Biderman LLP  
1 Adelaide Street East  
Suite 801  
Toronto, ON M5C 2V9

Attention: Shimmy Posen  
Email: •

or such other address as the Parties may, from time to time, advise the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such facsimile or other electronic transmission is received.

### **Section 11.2 Binding Effect**

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

### **Section 11.3 Assignment**

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

### **Section 11.4 Entire Agreement**

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

### **Section 11.5 Public Communications**

(1) Each of New World and DialMKT Holdco agree to consult with each other prior to issuing any press releases or other public written disclosure with respect to this Agreement or the Transaction or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Transaction, this Agreement or any transaction expressly provided for in this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

(2) For greater certainty, New World may issue press releases regarding ongoing business developments unrelated to this Agreement.

### **Section 11.6 No Shop**

(1) Each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business or the assets of such party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or the business or the assets of such party (an "**alternative transaction**").

(2) In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including, without limitation, issuing or



agreeing to issue any securities other than as expressly contemplated in this Agreement) without obtaining the prior consent of the other party hereto, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing herein will restrict (a) the parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws, and (b) DialMKT Holdco from making further investments in the development of their business, including raising capital.

(3) Each Party represents and warrants to the other that it is not currently in any discussions or negotiations with any other Person with respect to any alternative transaction. Each Party will promptly notify the other Parties of any alternative transaction of which any director, senior officer or agent of the Party is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to the Party. Such notice will include a description of the material terms and conditions of any such proposal and the identity of the Person making such proposal, inquiry, request or contact.

### **Section 11.7 Costs**

All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense, whether or not the Transaction is completed.

### **Section 11.8 Confidentiality**

(1) The Parties acknowledge that each will and has provided to the other information that is non-public, confidential, and proprietary in nature. Each of the Parties (and their respective directors, officers, affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the purposes of consummating the Transaction and the other transactions contemplated by this Agreement. The foregoing will not apply to information that:

- (a) becomes generally available to the public absent any breach of the foregoing;
- (b) was available on a non-confidential basis to a Party prior to its disclosure; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

(2) Each of the Parties agrees that immediately upon termination of this Agreement, each Party will return to the other or destroy or delete all confidential information.

### **Section 11.9 Severability**

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the

original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

#### **Section 11.10 Further Assurances**

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts, execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

#### **Section 11.11 Time of Essence**

Time shall be of the essence of this Agreement.

#### **Section 11.12 Applicable Law and Enforcement**

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

#### **Section 11.13 Waiver**

Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Parties, (ii) waive compliance with the other Parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Parties' representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

#### **Section 11.14 Counterparts**

This Agreement may be executed in counterparts and/or by electronic means, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

*[Signature page follows]*

The parties have executed this Agreement.

**NEW WORLD SOLUTIONS INC.**

By:           /s/ "Paul Haber"          

Name: Paul Haber

Title: Chief Executive Officer

**1491150 B.C. LTD.**

By:           /s/ "Jacob Marks"          

Name: Jacob Marks

Title: Sole Director

*[Signature pages of the DialMKT Holdco Shareholders follows.]*



## Schedule A – Representations and Warranties of DialMKT Holdco

### Representations and Warranties of DialMKT Holdco

A. DialMKT Holdco represents and warrants to New World as follows, and acknowledges that New World is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (1) it has good and sufficient right, corporate capacity and authority to enter into this Agreement and the Transaction Agreements and carry out its intentions hereunder and thereunder. This Agreement and the Transaction Agreements (when entered into) are duly authorized, executed and delivered by DialMKT Holdco and this Agreement and the Transaction Agreements (when entered into) are legal, valid and binding obligations of DialMKT Holdco enforceable against DialMKT Holdco in accordance with their respective terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by Applicable Laws;
- (2) it and DialMKT Opco are duly incorporated and are currently in good standing under the respective laws of the jurisdiction of incorporation, and are not subject to any regulatory decision or order prohibiting or restricting trading in its shares and has all requisite corporate capacity, power and authority to carry on its business, as now conducted and as presently proposed to be conducted by them, and to own their respective properties and assets;
- (3) other than DialMKT Opco, as at the date hereof, DialMKT Holdco has no other subsidiaries. DialMKT Holdco is not "affiliated" with, nor is it a "holding corporation" of, any other body corporate (within the meaning of those terms in the BCBCA), as of the date of this Agreement;
- (4) it and DialMKT Opco are authorized to carry on business under the laws of each jurisdiction in which they carry on a material portion of its business;
- (5) neither it nor DialMKT Opco is a "reporting issuer" within the meaning of Applicable Canadian Securities Laws. No securities commission or similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in any securities of DialMKT Holdco or DialMKT Opco; no such proceeding is, to the knowledge of DialMKT Holdco, pending, contemplated or threatened; and DialMKT Holdco and DialMKT Opco are not, to DialMKT Holdco's knowledge, in default of any requirement of any Applicable Canadian Securities Laws, rules or policies applicable to DialMKT Holdco or its securities. To the knowledge of DialMKT Holdco, no DialMKT Holdco Shares are listed or quoted on a stock exchange or stock trading system;
- (6) it and DialMKT Opco has conducted and is conducting its business in compliance in all material respects with all Applicable Laws and, in particular, all applicable licensing of any Governmental Authority applicable to it of each jurisdiction in which it currently carries on business, in each case, where failure to so comply in all material respects would reasonably be expected to have a Material Adverse Effect on DialMKT Holdco or its subsidiaries. DialMKT Holdco and DialMKT Opco have fully complied with and hold all licences, registrations, approvals and qualifications in all jurisdictions in which it currently carries on a material portion of its business and which are necessary to carry on the business

of DialMKT Holdco and its subsidiaries, as now conducted; all such licences, registrations, approvals or qualifications are valid and existing and in good standing; and none of such licences, registrations, approvals or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on DialMKT Holdco or DialMKT Opco. DialMKT Holdco is not aware of any legislation, regulation, rule or other requirements of Applicable Laws presently in force or publicly proposed to be brought into force which DialMKT Holdco anticipates it will be unable to comply with in circumstances where such failure would reasonably be expected to result in a Material Adverse Effect on DialMKT Holdco or DialMKT Opco;

- (7) it is authorized to issue an unlimited number of DialMKT Holdco Shares, of which 88,235,294 DialMKT Holdco Shares are outstanding as at the date hereof;
- (8) other than the securities referred to in this Schedule A Section (7), there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of DialMKT Holdco (as that term is defined in the Securities Act), and neither DialMKT Holdco nor DialMKT Opco have any other agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by DialMKT Holdco of any DialMKT Holdco Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any DialMKT Holdco Shares;
- (9) no Person has any options, agreements or right of any kind to acquire all or any portion of DialMKT Holdco’s assets or any securities of DialMKT Opco;
- (10) there are no outstanding actions, suits, inquiries, judgments, investigations or proceedings of any kind whatsoever against or affecting DialMKT Holdco or DialMKT Opco at law or in equity or before or by any Governmental Authority, nor are there, to the knowledge of DialMKT Holdco, any pending or threatened, and there is no existing ground on which such actions, suits, inquiries, judgments, investigations or proceedings might be commenced with any reasonable likelihood of success;
- (11) this Agreement is a binding agreement on DialMKT Holdco, enforceable against it in accordance with its terms and conditions;
- (12) DialMKT Holdco is not a party to or bound by or affected by any judgment, injunction, commitment, agreement or document containing any provision which expressly limits the freedom of DialMKT Holdco or DialMKT Opco to operate in any specific line of business, acquire any specific property, transfer or move any of its assets or operations or which materially and adversely affects the present or proposed business practices, operations or condition of DialMKT Holdco or DialMKT Opco;
- (13) DialMKT Holdco and DialMKT Opco are not in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by DialMKT Holdco or DialMKT Opco, as applicable. Each Material Contract is in full force and effect, unamended by written or oral agreement, and DialMKT Holdco and DialMKT Opco are entitled to the full benefit and advantage of each Material Contract in accordance with its terms. DialMKT Holdco has not received any notice of a default by

DialMKT Holdco or DialMKT Opco, as applicable, or a dispute between DialMKT Holdco and any other party in respect of any Material Contract. Complete and correct copies of each of the Material Contracts have been provided or made available to New World prior to the date hereof;

- (14) DialMKT Holdco and DialMKT Opco have no liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and there is no basis for assertion against DialMKT Holdco or DialMKT Opco of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities in the ordinary course of business;
- (15) the information in the DialMKT Holdco Approval and the Transaction will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;
- (16) DialMKT Holdco and DialMKT Opco have no outstanding Taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of Tax;
- (17) there are no Tax Returns required to be filed by either DialMKT Holdco or DialMKT Opco prior to the date hereof;
- (18) the Corporate Records of DialMKT Holdco and DialMKT Opco are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of DialMKT Holdco and DialMKT Opco, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of DialMKT Holdco and DialMKT Opco (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;
- (19) no proceedings have been taken, are pending or authorized by DialMKT Holdco or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of DialMKT Holdco or DialMKT Opco;
- (20) as at the date hereof there are no reasonable grounds for believing that any creditor of DialMKT Holdco will be prejudiced by the Transaction;
- (21) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of DialMKT Holdco or any instruments binding on their assets:
  - (i) which would preclude DialMKT Holdco from entering into this Agreement; or

- (ii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which DialMKT Holdco is a party or to purchase any of DialMKT Holdco's assets;
- (22) DialMKT Holdco and DialMKT Opco do not hold any rights, title or interests in any real property;
- (23) DialMKT Holdco and DialMKT Opco are conducting and has always conducted their respective businesses in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material;
- (24) DialMKT Holdco is not aware of and has not received any order or directive relating to any breach of any applicable Environmental Laws by DialMKT Holdco or DialMKT Opco;
- (25) DialMKT Holdco and DialMKT Opco are not required to obtain or hold any Permits in order to conduct the Business;
- (26) DialMKT Holdco is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;
- (27) all information supplied by DialMKT Holdco or its representatives to New World in the course of New World's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects;
- (28) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to New World in seeking full information as to each of DialMKT Holdco and its assets, liabilities and business;
- (29) neither DialMKT Holdco nor DialMKT Opco nor, to DialMKT Holdco's knowledge, any director, officer, employee, auditor, accountant or representative of DialMKT Holdco or DialMKT Opco has received or otherwise had or obtained knowledge of any written complaint, allegation, assertion, or claim regarding the accounting or auditing practices, procedures, methodologies or methods of DialMKT Holdco or any of its subsidiaries or their respective internal accounting controls, including any written complaint, allegation, assertion, or claim that DialMKT Holdco or any of its subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the board of directors;
- (30) neither DialMKT Holdco, nor DialMKT Opco, has made any assignment for the benefit of its creditors nor has any receiving order been made against it under applicable bankruptcy legislation or similar Applicable Laws of any other jurisdiction, nor has any petition for such an order been served upon it, nor has it attempted to take the benefit of any legislation with respect to financially distressed debtors;
- (31) each of DialMKT Holdco and DialMKT Opco own, possess and have good and marketable title to all of their respective undertakings, property and assets free and clear of all Encumbrances. The undertaking, property and assets of DialMKT Holdco and Sonny Sport Opco comprise all of the undertaking, assets and property necessary for each to carry on its business as it is currently operated, if any;



- (32) except as contemplated herein, there has not been any Material Adverse Change in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of DialMKT Holdco or any of its subsidiaries;
- (33) as at the date of this Agreement, DialMKT Holdco and DialMKT Opco have no employees;
- (34) there are no Material Contracts or agreements to which DialMKT Holdco or DialMKT Opco is a party, or by which they are bound, which have not been disclosed to New World by DialMKT Holdco. DialMKT Holdco and DialMKT Opco have performed in all material respects all respective obligations required to be performed by them to date under its Material Contracts. Neither DialMKT Holdco nor DialMKT Opco knows of, or has received written notice of termination, any breach or default under (nor, to the knowledge of DialMKT Holdco, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such Material Contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to have, or result in, a Material Adverse Effect. All Material Contracts are legal, valid, binding and in full force and effect and are enforceable by DialMKT Holdco (or a subsidiary of DialMKT Holdco, as the case may be) in accordance with their respective terms (subject to bankruptcy, insolvency and other Applicable Laws affecting creditors' rights generally, and to general principles of equity);
- (35) neither DialMKT Holdco nor DialMKT Opco is in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of, this Agreement and the Transaction Agreements, does not and will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would result in a breach of or constitute a default under: (i) any term or provision of the Constating Documents or resolutions of the directors (or any committee thereof) or shareholders of DialMKT Holdco or DialMKT Opco; (ii) any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other material document to which DialMKT Holdco or DialMKT Opco is a party or by which it is bound; or (iii) to DialMKT Holdco's knowledge, any Applicable Laws governing DialMKT Holdco or its properties or assets, or applicable to its subsidiaries, in each case, which default or breach would reasonably be expected to result in a Material Adverse Effect, or would impair the ability of DialMKT Holdco to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations contained in any of the Transaction Agreements;
- (36) the execution, delivery and performance of this Agreement by DialMKT Holdco and the consummation by DialMKT Holdco of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of its board of directors or DialMKT Holdco Shareholders is required, except for the approval of the DialMKT Holdco Shareholders of the Transaction and matters ancillary thereto; and
- (37) the DialMKT Holdco Shares do not constitute taxable Canadian property for the purposes of the ITA.

**DIRECTION**

**TO:** NEW WORLD SOLUTIONS INC. (the “**Company**”)

**RE:** Share Purchase Agreement dated August 30, 2024 (the “**Agreement**”) among the Company, 1491150 B.C. LTD. (“**DialMKT Holdco**”) and the shareholders of DialMKT Holdco

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Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

This is to direct you and shall constitute your good and sufficient and irrevocable authority to replace Schedule B of the Agreement with the version attached hereto.

This shall be your good and sufficient authority for so doing.

**DATED** this 10<sup>th</sup> day of September, 2024.

**1491150 B.C. LTD.**

By: \_\_\_\_\_

Name: Jacob Marks

Title: Sole Director

## Schedule A – DialMKT Holdco Capitalization

*subject to updating by DialMKT Holdco prior to the Effective Date*

<u>DialMKT Holdco Shareholder</u>	<u>Registration Details</u>	<u>DialMKT Holdco Shares</u>	<u>DialMKT Holdco Shares</u>	<u>Consideration for DialMKT Holdco Shares</u>	
		<u>Owned</u>	<u>Being Sold</u>	<u>New World Shares</u>	<u>New World Warrants</u>
Jacob Marks		80,735,294	37,500,000	37,500,000	-
Shoshana Wortzman		7,500,000	7,500,000	7,500,000	-
Shimcity Inc.		-	-	-	15,750,000
<b>TOTAL</b>		<b>88,235,294</b>	<b>45,000,000</b>	<b>45,000,000</b>	<b>15,750,000</b>

## Schedule C – Representations and Warranties of New World

### Representations and Warranties of New World

A. New World represents and warrants to DialMKT Holdco as follows, and acknowledge that DialMKT Holdco is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (1) New World has good and sufficient right, corporate capacity and authority to enter into this Agreement and the Transaction Agreements and carry out its intentions hereunder and thereunder. This Agreement and the Transaction Agreements (when entered into) are duly authorized, executed and delivered by New World and this Agreement and the Transaction Agreements (when entered into) are legal, valid and binding obligations of New World enforceable against New World in accordance with their respective terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by Applicable Laws;
- (2) New World and each of its subsidiaries is duly incorporated and is currently in good standing under the laws of the jurisdiction of its incorporation, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares and has all requisite corporate capacity, power and authority to carry on its business, as now conducted and as presently proposed to be conducted by it, and to own its properties and assets;
- (3) as at the date hereof, New World has no other subsidiaries other than Panyo AI Technologies Inc. New World is not "affiliated" with, nor is it a "holding corporation" of, any other body corporate (within the meaning of those terms in the BCBCA), as of the date of this Agreement;
- (4) New World and each of its subsidiaries is authorized to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;
- (5) New World is a "reporting issuer" in good standing in the provinces of British Columbia, Alberta, and Ontario, and the New World Shares currently listed on the CSE. No securities commission or other similar regulatory authority or authority of any government or self-regulatory organization, including the CSE, has issued any order which is currently outstanding preventing or suspending trading in any securities of New World or preventing the entering into and consummation of this Agreement; no such proceeding is, to the knowledge of New World, pending, contemplated or threatened; and New World is not in default of any requirement of any Applicable Canadian Securities Laws, rules or policies applicable to New World or its securities;
- (6) New World and each of its subsidiaries has conducted and is conducting its business in compliance in all material respects with all Applicable Laws and, in particular, all applicable licensing and Environmental Laws of any Governmental Authority applicable to it of each jurisdiction in which it currently carries on business, in each case, where failure to so comply in all material respects would reasonably be expected to have a Material Adverse Effect on New World or its subsidiaries. New World and each of its subsidiaries have fully complied with and hold all licences, registrations, approvals and qualifications in all jurisdictions in which it currently carries on a material portion of its business and which are necessary to carry on the business of New World and its subsidiaries, as now

conducted; all such licences, registrations, approvals or qualifications are valid and existing and in good standing; and none of such licences, registrations, approvals or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on New World or its subsidiaries. New World is not aware of any legislation, regulation, rule or other requirements of Applicable Laws presently in force or publicly proposed to be brought into force which New World anticipates it will be unable to comply with in circumstances where such failure would reasonably be expected to result in a Material Adverse Effect on New World or its subsidiaries. To New World's knowledge, New World is not in default of any material requirement of Applicable Canadian Securities Laws;

- (7) the information, statements, documents and materials comprising the New World Disclosure Documents including, without limitation, capitalization and issued and outstanding New World Shares, options and warrants, are in all material respects true, accurate, complete and up to date and contain no misrepresentation, nor omit any facts, the omission of which makes the New World Disclosure Documents or any particulars therein materially misleading or incorrect, and were prepared in accordance with and complied in all material respects with Applicable Canadian Securities Laws. New World has not filed any confidential material change reports still maintained on a confidential basis;
- (8) the minute books for New World and each of its subsidiaries contain full, true and correct copies of the Constating Documents of such respective entities and, to the best of New World's knowledge, (i) contain copies of all minutes of all meetings and all consent resolutions of the directors, committees of directors and shareholders of such respective entities that are material to New World and/or its subsidiaries; and (ii) all such meetings were duly called and properly held and all consent resolutions were properly adopted;
- (9) New World is authorized to issue an unlimited number of common shares, of which 123,270,118 New World Shares are outstanding as fully paid and non-assessable as at the date hereof, and has 28,228,568 outstanding warrants and zero outstanding options as at the date hereof. As of the Effective Time, New World shall have no more than 123,270,118 New World Shares issued and outstanding on a non-diluted basis and 151,498,686 New World Shares on a fully diluted basis all as detailed on Schedule D attached hereto. All of the outstanding shares or other equity securities in the capital of each of New World and its subsidiaries are: (i) validly issued, fully-paid and non-assessable (and no such shares or other equity interests have been issued in violation of any pre-emptive or similar rights) and all such shares or other equity interests in its subsidiaries only are owned free and clear of all Encumbrances; and (ii) are free of any other restrictions including any restriction on the right to vote, sell or otherwise dispose of shares or other equity interests;
- (10) other than the securities referred to in Schedule E, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of New World or its subsidiaries (as that term is defined in the Securities Act), and other than this Agreement, each of New World and its subsidiaries has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by New World or its subsidiaries of any New World Shares or shares of any of New World's subsidiaries or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any New World Shares or shares of any of New World's subsidiaries;

- (11) subject to Applicable Laws (including Applicable Canadian Securities Laws) and the rules and policies of the CSE, New World has the full and lawful right and authority to issue the New World Units to DialMKT Holdco Shareholders in connection with the Transaction and related transactions and upon completion of the Transaction, such shares will be validly issued as fully paid and non-assessable shares in the capital of New World free and clear of all Encumbrances but subject to such trading restrictions as are imposed under Applicable Laws (including Applicable Canadian Securities Laws) and CSE policies;
- (12) none of the directors, officers or employees of New World, nor any person who owns, directly or indirectly, more than 10% of any class of securities of New World, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction with New World, including the transaction contemplated by this Agreement, which, as the case may be, materially affects, is material to or will materially affect New World;
- (13) there are no outstanding actions, suits, inquiries, judgments, investigations or proceedings of any kind whatsoever against or affecting New World or any of its subsidiaries at law or in equity or before or by any Governmental Authority, nor are there, to the knowledge of New World, any pending or threatened, and there is no existing ground on which such actions, suits, inquiries, judgments, investigations or proceedings might be commenced with any reasonable likelihood of success;
- (14) neither New World nor any of its subsidiaries is a party to or bound by or affected by any judgment, injunction, commitment, agreement or document containing any provision which expressly limits the freedom of New World or its subsidiaries to operate in any specific line of business, acquire any specific property, transfer or move any of its assets or operations or which materially and adversely affects the present or proposed business practices, operations or condition of New World or its subsidiaries;
- (15) the New World Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with prior periods and all Applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of New World and its subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby;
- (16) neither New World nor any of its subsidiaries nor, to New World's knowledge, any director, officer, employee, auditor, accountant or representative of New World or any of its subsidiaries has received or otherwise had or obtained knowledge of any written complaint, allegation, assertion, or claim regarding the accounting or auditing practices, procedures, methodologies or methods of New World or any of its subsidiaries or their respective internal accounting controls, including any written complaint, allegation, assertion, or claim that New World or any of its subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the board of directors;
- (17) neither New World nor any of its subsidiaries has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, including under any guarantee of any debt, and, there is no basis for assertion against New World nor any of its subsidiaries of any liabilities, obligations or indebtedness (whether

accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the financial statements of New World as disclosed in the New World Disclosure Documents;

- (18) neither New World, nor any of its subsidiaries, has made any assignment for the benefit of its creditors nor has any receiving order been made against it under applicable bankruptcy legislation or similar Applicable Laws of any other jurisdiction, nor has any petition for such an order been served upon it, nor has it attempted to take the benefit of any legislation with respect to financially distressed debtors;
- (19) each of New World and its subsidiaries own, possess and have good and marketable title to all of their respective undertakings, property and assets including all the undertaking, property and assets to be reflected in the most recent balance sheet included in the New World Financial Statements, free and clear of all Encumbrances. The undertaking, property and assets of New World and its subsidiaries comprise all of the undertaking, assets and property necessary for each to carry on its business as it is currently operated, if any;
- (20) except as contemplated herein, there has not been any Material Adverse Change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of New World or any of its subsidiaries from the position set forth in the New World Financial Statements and there has not been any Material Adverse Change in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of New World or any of its subsidiaries since January 31, 2024, and since that date there have been no material facts, transactions, events or occurrences which would materially adversely affect the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of New World or any of its subsidiaries;
- (21) each of New World, and its subsidiaries, is and has been in compliance in all material respects with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, accessibility, wages, hours of work, overtime, employment standards, human rights and occupational health and safety. Neither New World, nor its subsidiaries, is subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of New World, threatened, or any litigation actual, or to the knowledge of New World, threatened, relating to employment or termination of employment of employees or engagement or termination of engagement of independent contractors;
- (22) Except as disclosed as required in connection with the transaction contemplated hereunder, since January 31, 2024:
  - (i) New World and its subsidiaries have conducted their respective businesses, if any, only in the ordinary course of business and consistent with past practice;
  - (ii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Material Adverse Effect to New World;

- (iii) there has not been any increase in or commitment to increase the salary, base pay, incentive compensation, or other remuneration payable to any directors, officers or employees of any of New World or its subsidiaries;
  - (iv) there has not been any redemption, repurchase or other acquisition of New World Shares by New World, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the New World Shares;
  - (v) there has not been a material change in the level of accounts receivable or payable, inventories or employees of New World or its subsidiaries, other than those changes in the ordinary course of business consistent with past practice;
  - (vi) there has not been any entering into, or an amendment of, any Material Contract other than in the ordinary course of business consistent with past practice;
  - (vii) there has not been any satisfaction or settlement of any material claims or material liabilities of New World, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and
  - (viii) there has not been any material write-down by New World of the value of any of its assets;
  - (ix) there are no Material Contracts or agreements to which New World or its subsidiaries is a party, or by which they are bound, which are not disclosed the New World Disclosure Documents. New World and its subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under its Material Contracts. Save and except as disclosed in the New World Disclosure Documents, neither New World nor any of its subsidiaries knows of, or has received written notice of termination, any breach or default under (nor, to the knowledge of New World, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such Material Contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to have, or result in, a Material Adverse Effect. All Material Contracts are legal, valid, binding and in full force and effect and are enforceable by New World (or a subsidiary of New World, as the case may be) in accordance with their respective terms (subject to bankruptcy, insolvency and other Applicable Laws affecting creditors' rights generally, and to general principles of equity);
- (23) with respect to Taxes:
- (i) since January 31, 2024, New World and each of its subsidiaries has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it, and duly and in a timely manner filed all Tax Returns required to be filed by it with the appropriate Governmental Authority, and such Tax Returns were complete and correct in all material respects. New World and each of its subsidiaries has paid all Taxes, including instalments on account of Taxes for the current year required by Applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Authority;



- (ii) since January 31, 2024, each of New World and its subsidiaries has duly and timely withheld all Taxes and other amounts required by Applicable Laws to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Authority such Taxes or other amounts required by Applicable Laws to be remitted by it;
- (iii) since January 31, 2024, no claim has been made by any Governmental Authority in any jurisdiction where New World and its subsidiaries have not filed Tax Returns and have not paid Taxes that New World or any of its subsidiaries is subject to Tax by that jurisdiction;
- (iv) since January 31, 2024, to the knowledge of New World, each of New World and its subsidiaries has duly and timely collected all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by Applicable Laws to be collected by it, and has duly and timely remitted to the appropriate Governmental Authority such amounts required by Applicable Laws to be remitted by it;
- (v) neither New World nor any of its subsidiaries has made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date;
- (vi) to the knowledge of New World, there are no proceedings, investigations, audits or claims now pending or threatened against New World or its subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Authority relating to taxes;
- (vii) there are no Encumbrances for Taxes upon any properties or assets of New World or its subsidiaries (other than Encumbrances relating to Taxes not yet due and payable and for which adequate reserves have been recorded in the New World Financial Statements);
- (viii) there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from New World or any of its subsidiaries for any taxable period and no request for any such waiver or extension is currently pending;
- (ix) New World has provided DialMKT Holdco with, or with access to, true, correct and complete copies of all Tax Returns for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired, in respect of New World or any of its subsidiaries;
- (x) neither New World nor any of its subsidiaries is a party to any indemnification, allocation or sharing agreement with respect to Taxes that could give rise to a payment or indemnification obligation; and
- (xi) New World does not have any outstanding taxes due and payable;

- (24) the Corporate Records of New World or any of its subsidiaries are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of New World or any of its subsidiaries, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of New World or any of its subsidiaries (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all material resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the register of shareholders maintained by New World's transfer agent is complete and accurate, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;
- (25) New World is up to date and current with all filings and fees required by Applicable Securities Laws;
- (26) neither New World nor any of its subsidiaries has incurred any obligation or liability (absolute, accrued, contingent or otherwise) for brokerage fees, finder's fees, underwriter's or agent's commission or other similar forms of compensation with respect to the transactions contemplated hereby;
- (27) the books of account and other records of New World on a consolidated basis, whether of a financial or accounting nature or otherwise, are maintained in accordance with prudent business practices;
- (28) all filings made by New World, or any of its subsidiaries, under which each has received or is entitled to government incentives, have been made in accordance, in all material respects, with all applicable legislation and contain no misrepresentations of material fact or omit to state any material fact which would cause any amount previously paid to New World, or any of its subsidiaries, or previously accrued on the accounts thereof to be recovered or disallowed;
- (29) New World does not have a shareholder rights protection plan that is currently in effect;
- (30) except as contemplated in this Agreement, to the knowledge of New World, neither New World nor any of the New World Shareholders are currently a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of New World;
- (31) to the knowledge of New World, no event has occurred or condition exists that has not been disclosed by New World to DialMKT Holdco which is reasonably likely to prevent the transaction contemplated hereunder from being completed;
- (32) to the knowledge of New World, there are no material judgments against New World or its subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which New World or its subsidiaries are subject;
- (33) to the knowledge of New World, the issuance of all New World Shares, New World Warrants, convertible securities, rights, or options of New World issued and outstanding as of the date of this Agreement have complied with all Applicable Laws;

- (34) to the knowledge of New World, New World is a “foreign private issuer” (as such term is defined in Rule 3b-4 under the U.S. Securities Exchange Act of 1934);
- (35) no securities commission, the CSE, or any other similar regulatory authority has issued any order preventing or suspending trading of any securities of New World that currently in effect, and no such proceeding is, to the knowledge of New World, pending, contemplated or threatened;
- (36) the issued and outstanding New World Shares are currently listed on the CSE and to the knowledge of New World, New World is in material compliance with the by-laws, rules and regulations of the CSE;
- (37) Computershare Investor Services Inc. is the duly appointed registrar and transfer agent of New World with respect to New World Shares;
- (38) at the Effective Time, there will be no additional requirement of New World to obtain any consent, approval or waiver of a party under any contract to which either New World, or any of its subsidiaries, is a party in order to complete such transaction, except as otherwise disclosed or contemplated herein;
- (39) to New World’s knowledge, all material costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which New World or any of its subsidiaries or joint ventures is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business;
- (40) to New World’s knowledge, except to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on the business, financial condition, assets, properties, liabilities or operations of New World and its subsidiaries or has been disclosed in the New World Disclosure Documents:
  - (i) neither New World nor its subsidiaries have received written notice that any of them are in violation of any Environmental Laws;
  - (ii) to the knowledge of New World, New World and its subsidiaries have operated their business at all times and have received, handled, used, stored, treated, shipped and disposed of all contaminants in compliance with Environmental Laws;
  - (iii) to the knowledge of New World, there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by New World or its subsidiaries that have not been remedied;
  - (iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of New World or its subsidiaries;
  - (v) to the knowledge of New World, none of New World and its subsidiaries have failed to report to the proper Governmental Authority, domestic or foreign, the occurrence of any event which is required to be so reported by any Environmental Laws;

- (vi) neither New World nor its subsidiaries (including, if applicable, any predecessor companies thereof) has received any notice of, or been prosecuted for an offence alleging, material non-compliance with any Environmental Laws and none of New World or its subsidiaries (including, if applicable, any predecessor companies) has settled any allegation of material non-compliance with any Environmental Laws short of prosecution;
  - (vii) neither New World nor any of its subsidiaries has any reason to expect receipt from any Person or Governmental Authority of any notice, formal or informal, of any proceeding, action or other claim, liability or responsibility arising under any Environmental Laws that are pending as of the date of this Agreement;
  - (viii) neither New World nor any of its subsidiaries has contractually assumed any material liability of any other Person under Environmental Laws; and
  - (ix) New World is not a party to any closure plans, and all material environmental reports relating to the environmental matters currently affecting New World, its subsidiaries, or any of the New World Mineral Interests have been disclosed to DialMKT Holdco;
- (41) as of the date hereof, neither New World nor any of its subsidiaries has any debts or obligations other than those disclosed in its accounts or for professional fees accrued but not yet invoiced, nor have they granted general security over their assets or security in any particular asset;
- (42) as at the date hereof, there are no reasonable grounds for believing that any creditor of New World or its subsidiaries will be prejudiced by the Transaction or the transaction contemplated hereunder;
- (43) neither New World nor any of its subsidiaries is in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of, this Agreement and the Transaction Agreements, does not and will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would result in a breach of or constitute a default under: (i) any term or provision of the Constatng Documents or resolutions of the directors (or any committee thereof) or shareholders of New World or its subsidiaries; (ii) any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other material document to which New World or its subsidiaries is a party or by which it is bound; or (iii) to New World's knowledge, any Applicable Laws governing New World or its properties or assets, or applicable to its subsidiaries, in each case, which default or breach would reasonably be expected to result in a Material Adverse Effect, or would impair the ability of New World to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations contained in any of the Transaction Agreements;
- (44) the execution, delivery and performance of this Agreement by New World and the consummation by them of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of their boards of directors or New World Shareholders is required, except for:

- (i) the consent of the New World Shareholders to approve the transaction contemplated hereunder in accordance with the requirements of the CSE; and
  - (ii) the approval by the board of directors of New World for changes to the directors and officers of the New World;
- (45) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either New World or its subsidiaries or any instruments binding on them or their assets:
  - (i) which would preclude them from entering into this Agreement; or
  - (ii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which New World or its subsidiaries is a party or to purchase any of New World's or its subsidiaries' assets;
- (46) all information supplied by New World, its subsidiaries and their representatives to DialMKT Holdco in the course of DialMKT Holdco's due diligence review in respect of the transactions contemplated by this Agreement is accurate and correct in all material respects; and
- (47) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to DialMKT Holdco in seeking full information as to New World and its subsidiaries and their assets, liabilities and business.

## Schedule D – New World Proforma Capitalization

Holder	Number of New World Shares
Current Shareholders of New World	123,270,118
Shareholders of DialMKT Holdco	45,000,000
<b>Pro Forma Outstanding Shares (Undiluted)</b>	<b>168,270,118</b>
	<b>Number of New World Shares Issuable</b>
Existing New World options	Nil
Existing New World RSUs	
Existing New World warrants <sup>1</sup>	28,228,568
New World Warrants <sup>2</sup>	15,750,000
RSUs as described in Section 2.3 of the Agreement	20,000,000
Options as described in Section 2.8 of the Agreement	8,000,000
Subtotal	71,978,568
<b>Total Shares Issued Post-Transaction (Fully Diluted)</b>	<b>240,248,686 New World Shares</b>

<sup>1</sup> 7,619,045 warrants exercisable at a price of \$1.75 per New World Share until March 26, 2026; 609,523 warrants exercisable at a price of \$1.6406 per New World Share until March 26, 2026; and 20,000,000 warrants exercisable at a price of \$0.05 per New World Share until June 7, 2026.

<sup>2</sup> Each Warrant to be exercisable at a price of \$0.05 per New World Share for a period of 2 years from the issuance date.

## Schedule E – Form of U.S. Representation Letter

**TO: NEW WORLD SOLUTIONS INC. (“New World”)**

**RE: SHARE PURCHASE AGREEMENT DATED AUGUST 30, 2024 (THE “SHARE PURCHASE AGREEMENT”) AMONG NEW WORLD, DIALMKT HOLDCO AND THE SHAREHOLDERS OF DIALMKT HOLDCO**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Purchase Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Purchase Agreement, the terms of this certification will prevail.

In addition to the covenants, representations and warranties contained in the Share Purchase Agreement to which this Schedule is attached, the undersigned (the “**U.S. TargetCo Securityholder**”) covenants, represents and warrants to New World that:

- (1) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the New World Shares and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. TargetCo Securityholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Purchase Agreement and owning the New World Shares.
- (2) New World has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Transaction and it has had access to such information concerning New World as it has considered necessary or appropriate in connection with its investment decision to acquire the New World Shares, and that any answers to questions and any request for information have been complied with to the U.S. TargetCo Securityholder’s satisfaction.
- (3) If the U.S. Target Securityholder is not a natural person, it has been duly formed and is validly existing under the laws of its jurisdiction of formation, and has full power and authority to execute and deliver this certificate;
- (4) It is acquiring the New World Shares for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the New World Shares in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph will not restrict the U.S. TargetCo Securityholder from selling or otherwise disposing of the New World Shares pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (5) The address of the U.S. TargetCo Securityholder set out in the signature block below is the true and correct principal address of the U.S. TargetCo Securityholder and can be relied on by New World for the purposes of state blue-sky laws, and the U.S. TargetCo Securityholder has not been formed for the specific purpose of purchasing the New World Shares.

- (6) It understands (i) the New World Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Section 4(a)(2) of the U.S. Securities Act or, if available, Rule 506(b) of Regulation D of the U.S. Securities Act.
- (7) The U.S. TargetCo Securityholder is
- (i) an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix “A” hereto (**please hand-write your initials on the appropriate lines on Appendix “A”**), which Appendix “A” forms an integral part hereof; or
  - (ii) is not an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act, has a pre-existing substantive relationship with New World, and has completed Appendix “B” hereto, which forms an integral part hereof.
- (8) The U.S. TargetCo Securityholder has not purchased the New World Shares as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (9) It acknowledges that the New World Shares will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the New World Shares, it will not offer, sell or otherwise transfer, directly or indirectly, the New World Shares except:
- (i) to New World;
  - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
  - (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or
  - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,

and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to New World an opinion of counsel in form and substance reasonably satisfactory to New World stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.



- (10) It understands and agrees that the New World Shares may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (11) It acknowledges that it has not purchased the New World Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the New World Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the New World Shares.
- (12) The certificates representing the New World Shares issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF NEW WORLD SOLUTIONS INC. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

provided, that if the New World Shares were issued at a time when New World qualifies as a “foreign private issuer” as defined in Rule 405 under the U.S. Securities Act, and are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of New World, in substantially the form set forth as Appendix “C” attached hereto (or in such other forms as New World may prescribe from time to time) and, if

requested by New World or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to New World and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any New World Shares are being sold otherwise than in accordance with Regulation S and other than to New World, the legend may be removed by delivery to the registrar and transfer agent and New World of an opinion of counsel, of recognized standing reasonably satisfactory to New World, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (13) It understands and agrees that there may be material tax consequences to the U.S. TargetCo Securityholder of an acquisition, holding or disposition of any of the New World Shares. New World gives no opinion and makes no representation with respect to the tax consequences to the U.S. TargetCo Securityholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such New World Shares. In particular, no determination has been made whether New World will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.
- (14) It consents to New World making a notation on its records or giving instructions to any transfer agent of New World in order to implement the restrictions on transfer set forth and described in this certification and the Share Purchase Agreement.
- (15) It understands and agrees that the financial statements of New World have been or will be prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (16) It understands and acknowledges that New World is incorporated outside the United States, consequently, it may be difficult to provide service of process on New World and it may be difficult to enforce any judgment against New World.
- (17) It understands that New World does not have any obligation to register the New World Shares under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the New World Shares. Accordingly, the U.S. TargetCo Securityholder understands that absent registration, it may be required to hold the New World Shares indefinitely. As a consequence, the U.S. TargetCo Securityholder understands it must bear the economic risks of the investment in the New World Shares for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Effective Time. If any such representations will not be true and accurate prior to the Effective Time, the undersigned will give immediate written notice of such fact to New World prior to the Effective Time.

**ONLY U.S. SECURITYHOLDERS NEED COMPLETE AND SIGN**

Dated \_\_\_\_\_, 2024.

**X** \_\_\_\_\_  
Signature of individual (if U.S. TargetCo Securityholder **is** an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Address of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (if applicable) (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (if applicable) (**please print**)



4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
- Initials \_\_\_\_\_
5. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth), (i) the person's primary residence will not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, will not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess will be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence will be included as a liability;
- Initials \_\_\_\_\_
6. A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
- Initials \_\_\_\_\_
7. Any director or executive officer of New World; or
- Initials \_\_\_\_\_
8. Any entity in which all of the equity owners meet the requirements of at least one of the above categories – *if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.*
- Initials \_\_\_\_\_

**ONLY U.S. SECURITYHOLDERS WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN**

Dated \_\_\_\_\_, 2024.

**X** \_\_\_\_\_  
Signature of individual (if U.S. TargetCo Securityholder is an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Address of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (if applicable) (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (if applicable) (**please print**)

**Appendix “B” to**

**U.S. Representation Letter for U.S. TARGETCO Securityholders**

**To be completed by U.S. TARGETCO Securityholders that are NOT U.S. Accredited Investors**

In addition to the covenants, representations and warranties contained in the Share Purchase Agreement and the Representation Letter to which this Appendix is attached, the undersigned (the “**U.S. TargetCo Securityholder**”) covenants, represents and warrants to New World Solutions Inc. (also referred to herein as the “**Company**”) that the U.S. TargetCo Securityholder understands that the New World Shares have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the New World Shares to the U.S. TargetCo Securityholder contemplated by the Agreement is intended to be a private offering pursuant to Rule 506(b) of Regulation D of the U.S. Securities Act and/or section 4(a)(2) thereunder.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the “**Questionnaire**”) the U.S. TargetCo Securityholder agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under the federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. TargetCo Securityholder may constitute a violation of law, for which a claim for damages may be made against the U.S. TargetCo Securityholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential. Please complete the following questionnaire:

(1) Educational Background

- (i) Briefly describe educational background, relevant institutions attended, dates, degrees:

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- (ii) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

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(2) Investment experience

- (i) Please indicate the frequency of your investment in marketable securities:  
( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.
- (ii) Please indicate the frequency of your investment in commodities futures:  
( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.
- (iii) Please indicate the frequency of your investment in options:  
( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.
- (iv) Please indicate the frequency of your investment in securities purchased on margin:  
( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.
- (v) Please indicate the frequency of your investment in unmarketable securities;  
( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.
- (vi) Have your purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes                      No



(vii) If you answered “Yes,” please provide the following information:

<u>Year</u>	<u>Security</u>	<u>Nature of Issuer</u>	<u>Business Invested</u>	<u>Total Amount</u>

(viii) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of a purchase of the New World Shares?

Yes                  No

(ix) Do you believe you have sufficient knowledge of investments in general, and investments similar to a purchase of the New World Shares in particular, to evaluate the risks associated with a purchase of the New World Shares?

Yes                  No

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

**ONLY U.S. SECURITYHOLDERS WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2024.

**X** \_\_\_\_\_  
Signature of individual (if U.S. TargetCo Securityholder is an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Address of U.S. TargetCo Securityholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (if applicable) (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (if applicable) (**please print**)

**Appendix “C” to**  
**U.S. Representation Letter for U.S. TARGETCO Securityholders**  
**Form of Declaration for Removal of Legend**

TO: Registrar and transfer agent for the shares of New World Solutions Inc. (the “**Company**”)

The undersigned (A) acknowledges that the sale of the \_\_\_\_\_ common shares in the capital of the Company represented by certificate number \_\_\_\_\_, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), and (B) certifies that (1) the undersigned is not an “affiliate” (as defined in Rule 405 under the U.S. Securities Act) of the Company (except solely by virtue of being an officer or director of the Company) or a “distributor”, as defined in Regulation S, or an affiliate of a “distributor”; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange, the Canadian Securities Exchange or a designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: \_\_\_\_\_

**X** \_\_\_\_\_  
Signature of individual (if Seller is an individual)

**X** \_\_\_\_\_  
Authorized signatory (if Seller is **not** an individual)

\_\_\_\_\_  
Name of Seller (**please print**)

\_\_\_\_\_  
Name of authorized signatory (if applicable)

**(please print)**

---

Official capacity of authorized signatory (if applicable) **(please print)**

**Affirmation by Seller's Broker-Dealer**  
**(Required for sales pursuant to Section (B)(2)(b) above)**

We have read the representations of our customer \_\_\_\_\_ (the "Seller") contained in the foregoing Declaration for Removal of Legend, dated \_\_\_\_\_, 20\_\_, with regard to the sale, for such Seller's account, of \_\_\_\_\_ common shares (the "Securities") of the Company represented by certificate number \_\_\_\_\_. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Signatory

**Schedule F – Form of DialMKT Holdco Shareholders Agreement**

**Unanimous Shareholder Agreement**

among

**1491150 B.C. LTD.**

and

**the Shareholders named herein**

dated as of

September [•], 2024

## Unanimous Shareholder Agreement

This Agreement (as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein, this “**Agreement**”), is dated as of September [•], 2024, between **1491150 B.C. LTD.**, a corporation formed under the laws of British Columbia (the “**Corporation**”)

and

**NEW WORLD SOLUTIONS INC.**, a British Columbia corporation (the “**Majority Shareholder**”)

and

**JACOB MARKS**, a resident of Nevada (the “**Minority Shareholder**”) and, together with the Majority Shareholder, the “**Shareholders**”).

### RECITALS:

- A. The authorized capital of the Corporation consists of an unlimited number of common shares.
- B. The issued and outstanding shares in the capital of the Corporation consist of 88,235,294 shares.
- C. The parties to this Agreement are the holders of record and the beneficial owners of the following number of issued and outstanding shares in the capital of the Corporation:

<b>Holder of Shares</b>	<b>Number of Shares</b>
Majority Shareholder	45,000,000
Minority Shareholder	43,235,294

- D. The parties to this Agreement wish to make arrangements regarding certain aspects of the organization of the affairs of the Corporation and their respective rights and obligations to each other.

**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 Definitions

**Section 1.01 Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**.



“**Act**” means the *Business Corporations Act* (British Columbia).

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Law**” means all applicable provisions of (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Board**” has the meaning set forth in Section 2.01(a).

“**Business Day**” means a day other than a Saturday, Sunday or other day on which banks in the City of Vancouver are authorized or required to close.

“**Change of Control**” means: (a) the sale of all or substantially all of the consolidated assets of the Corporation and the Subsidiaries to a Third-Party Purchaser; (b) a sale resulting in no less than a majority of the Shares (or other voting shares of the Corporation) being held by a Third-Party Purchaser; or (c) an amalgamation, arrangement, recapitalization or reorganization of the Corporation that results in the inability of the Shareholders to designate or elect a majority of the Board or the board of directors of the Corporation's parent body corporate.

“**Claimant**” has the meaning set forth in Section 7.11(b).

“**Constating Documents**” means the articles of the Corporation.

“**Corporation**” has the meaning set forth in the preamble.

“**Director**” has the meaning set forth in Section 2.01(a).

“**Dispute**” has the meaning set forth in Section 7.11(a).

“**Encumbrance**” means any lien, claim, charge, mortgage, pledge, security interest, option, preferential arrangement, right of first refusal, right of first offer, encumbrance, adverse claim or other restriction or limitation of any nature whatsoever.

“**Governmental Authority**” means any federal, provincial, territorial, municipal, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority 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.

“**Majority Directors**” has the meaning set forth in Section 2.01(a)(i).

“**Majority Shareholder**” has the meaning set forth in the preamble.

“**Minority Directors**” has the meaning set forth in Section 2.01(a)(ii).

“**Minority Shareholder**” has the meaning set forth in the preamble.

“**Notice**” has the meaning set forth in Section 7.03.

“**Person**” means an individual, corporation, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Request**” has the meaning set forth in Section 7.11(b).

“**Respondent**” has the meaning set forth in Section 7.11(b).

“**Securities Act**” means the *Securities Act* (British Columbia), and the rules thereunder, which shall be in effect at the time.

“**Shareholders**” has the meaning set forth in the preamble.

“**Shares**” means the shares in the capital of the Corporation and any securities issued in respect thereof, or in substitution therefor, in connection with any share split, stock dividend or consolidation, or any recapitalization, amalgamation, arrangement, reorganization, exchange or similar reclassification.

“**Subsidiary**” means with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Third-Party Purchaser**” means any Person who, immediately before the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Shares.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, Encumbrance, hypothecation or similar disposition of, any Shares owned by a Person or any interest (including a beneficial interest) in any Shares owned by a Person.

“**Triggering Event**” means upon the business of the Majority Shareholder, on a consolidated basis, achieving annualized revenue, based on any three consecutive months multiplied by 4, of at least \$2,500,000.

**Section 1.02 Interpretation.** For purposes of this Agreement: (a) the words “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole; (d) whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate; and (e) whenever the masculine is used herein, the same shall include the feminine, and whenever the feminine is used herein, the same shall include the masculine, where appropriate. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context

otherwise requires, references herein: (x) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian currency.

## **ARTICLE II**

### **Management and Operation of the Corporation**

#### **Section 2.01 Error! Bookmark not defined.Board of Directors**

- (a) The Shareholders agree that the business and affairs of the Corporation shall be managed through a board of directors (the “**Board**”) consisting of three (3) members (each a “**Director**”). The Director shall be elected to the Board in accordance with the following procedures:
  - (i) The Majority Shareholder shall have the right to designate one (1) Director, who shall initially be Paul Haber (the “**Majority Directors**”); and
  - (ii) The Minority Shareholder shall have the right to designate two (2) Directors, who shall initially be Jacob Marks and Binyomin Posen (the “**Minority Directors**”).
- (b) If the Majority Shareholder cease to own at least (i) 50% of the issued and outstanding Shares, then (x) the Majority Shareholder shall cease to have the right to designate any Directors under Section 2.01(a)(i), (y) the Majority Shareholder shall cause all of its Directors to resign, and (z) except as otherwise consented to by the Minority Shareholder, the Shareholders shall decrease the size of the Board to eliminate such vacancy.
- (c) Each Shareholder shall vote all Shares over which such Shareholder has voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as shareholder or director of the Corporation or otherwise, and whether at an annual or special meeting of the Shareholders or by written resolution in lieu of a meeting) to elect to the Board any individual designated by an Initial Shareholder under Section 2.01(a).
- (d) Each Initial Shareholder shall have the right at any time to remove (with or without cause) any Director designated by such Initial Shareholder for election to the Board and each other Shareholder shall vote all Shares over which such Shareholder has

voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as shareholder or director of the Corporation or otherwise, and whether at an annual or special meeting of the Shareholders or by written resolution in lieu of a meeting) to remove from the Board any individual designated by such Initial Shareholder that such Initial Shareholder desires to remove under this Section 2.01. Except as provided in the preceding sentence, unless an Initial Shareholder shall otherwise consent in writing, no other Shareholder shall take any action to cause the removal of any Directors designated by an Initial Shareholder.

- (e) If a vacancy is created on the Board at any time and for any reason (whether as a result of death, disability, retirement, resignation or removal under Section 2.01(d)), the Initial Shareholder who designated such individual shall have the right to designate a different individual to replace such Director, and each other Shareholder shall vote all Shares over which such Shareholder has voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as shareholder or director of the Corporation or otherwise, and whether at an annual or special meeting of the Shareholders or by written resolution in lieu of a meeting) to elect to the Board any individual designated by such Initial Shareholder.
- (f) The Board shall have the right to establish any committee of Directors as the Board shall deem appropriate from time to time. Subject to this Agreement, the Constatng Documents and Applicable Law, committees of the Board shall have the rights, powers and privileges granted to such committee by the Board from time to time. Any delegation of authority to a committee of Directors to take any action must be approved in the same manner as would be required for the Board to approve such action directly. Any committee of Directors shall be composed of the same proportion of Majority Directors and Minority Directors as the Shareholders shall then be entitled to appoint to the Board under this Section 2.01.

## **Section 2.02 Meetings of the Board of Directors**

- (a) The Board will meet no less than four (4) times a year at such times and in such places as the Board shall designate from time to time. In addition to the regular meetings contemplated by the foregoing sentence, ad hoc meetings of the Board may be called by any Director or Initial Shareholder on no less than two (2) Business Days' prior written notice of the time, place and agenda of the meeting.
- (b) The Directors may participate in any meeting of the Board by means of video conference, teleconference or other similar communications equipment by means of which all participants can communicate adequately with each other during the meeting, and such participation shall constitute such Director's presence in person at the meeting.
- (c) The presence of a majority of Directors then in office shall constitute a quorum; *provided that* at least one Minority Director is present at such meeting. If a quorum

is not achieved at any duly called meeting, such meeting may be postponed to a time no earlier than 48 hours after written notice of such postponement has been given to the Directors.

- (d) Unless otherwise restricted by this Agreement, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.
- (e) The Corporation shall pay all fees, charges and expenses (including travel and related expenses) incurred by each Director in connection with: (i) attending the meetings of the Board and all committees thereof and (ii) conducting any other business or activities of the Corporation requested by the Corporation.

**Section 2.03 Casting Vote.** The chairperson of any meeting of the Directors shall be the Chief Executive Officer of the Corporation for the time being, if present, and, in his or her absence, shall be such nominee of the Directors as shall be determined at the meeting. The chairperson of any meeting of the Directors shall have a casting vote if there is a ties in the votes cast at any meeting of the Directors.

**Section 2.04 Decisions of Directors.** Any resolution of the Directors shall only be validly passed and effective if:

- (a) at a duly constituted meeting of the Directors, such resolution receives the affirmative vote of at least a majority of the Directors participating in the meeting; or;
- (b) all the Directors consent in writing to such resolution.

**Section 2.05 Officers.** The Officers of the Corporation shall be:

Jacob Marks

Chief Executive Officer

All other officers of the Corporation and replacements of the foregoing shall be appointed by the Directors from time to time.

**Section 2.06 Bankers, Banking and other Documents.** All written contracts made, and all cheques and negotiable instruments made or issued, by the Corporation shall be signed by Jacob Marks, who is hereby designated as authorized signatories.

**Section 2.07 Call Right.** At any time following a Triggering Event for, the Majority Shareholder, if they are then a Shareholder of the Corporation, shall be entitled, upon notice in writing (a “**Call Notice**”) to the Minority Shareholder, to require the Minority Shareholder to sell all but not less than all of the Shares owned by the Minority Shareholder (the “**Purchased Securities**”) to the Majority Shareholder. A copy of such Call Notice shall be delivered to the Corporation contemporaneously with its delivery to the Minority Shareholder. Upon receipt of

such Call Notice the Minority Shareholder shall sell to the Majority Shareholder and the Majority Shareholder shall purchase from the Minority Shareholder the Purchased Securities upon the terms and conditions hereinafter set forth (collectively with the transaction in Section 2.08, a “**Sale Transaction**”). This “Call Right” shall be subject to and conditional upon approval of the Canadian Securities Exchange, if required, and if necessary, prior approval of the shareholders of the Majority Shareholder.

**Section 2.08 Put Right.** If within 30 days of a Triggering Event for any reason the Majority Shareholder does not deliver a Call Notice contemplated in Section 2.07 to the Minority Shareholder, at any time thereafter until the day which is 180 days after a Triggering Event for any reason the Minority Shareholder shall be entitled, upon notice in writing (a “**Put Notice**”) to the Majority Shareholder to require the Majority Shareholder to purchase all but not less than all of the Shares owned by the Minority Shareholder. Upon receipt of such Put Notice, the Minority Shareholder shall sell to the Majority Shareholder and the Majority Shareholder shall purchase from the Minority Shareholder the Purchased Securities upon the terms and conditions set forth in this Article and in Section 9.04. This “Put Right” shall be subject to and conditional upon approval of the Canadian Securities Exchange, if required, and if necessary, prior approval of the shareholders of the Majority Shareholder.

**Section 2.09 Calculation of Purchase Price.** The purchase price for the Purchased Securities under Section 2.07 or 2.08, as the case may be, (the “**Purchase Price**”) shall be \$10,000,000.

**Section 2.10 Closing.** The closing of a Sale Transaction contemplated by this Article shall take place on the date (the “**Closing Date**”) which is thirty (30) days after the delivery of a Call Notice under Section 2.07 or a Put Notice under Section 2.08.

### **ARTICLE III Funding Obligation**

**Section 3.01 Funding Obligation.** During the term of this Agreement, an amount equal to (A) 90% of all cash received by the Majority Shareholder from any financings or exercises of warrants; minus (B) subject to a maximum of \$100,000 per year, reasonable third party costs incurred by the Majority Shareholder for maintaining a public company (including, Canadian Securities Exchange fees, SEDAR+ filing fees, transfer agent fees, and similar costs); shall be advanced to the Corporation as a loan and the Corporation shall issue a receipt to evidence its receipt of any amount so advanced. Subject to any other terms of this Agreement, the loans shall be unsecured, maturing 5 years from funding, and no interest shall be payable on or with respect to any unpaid portion of such loans.

### **ARTICLE IV Transfer of Interests**

#### **Section 4.01 General Restrictions on Transfer**

- (a) Except as permitted in accordance with this Agreement, each Shareholder agrees that such Shareholder will not, directly or indirectly, voluntarily or involuntarily Transfer any of its Shares.

- (b) In addition to any legends required by Applicable Law, each certificate representing the Shares shall bear a legend substantially in the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A UNANIMOUS SHAREHOLDER AGREEMENT (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH UNANIMOUS SHAREHOLDER AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH UNANIMOUS SHAREHOLDER AGREEMENT.”

- (c) Prior notice shall be given to the Corporation by the transferor of any Transfer of any Shares. Before consummation of any Transfer by any Shareholder of any of its Shares, such party shall cause the transferee thereof to execute and deliver to the Corporation a joinder agreement and agree to be bound by the terms and conditions of this Agreement. Upon any Transfer by any Shareholder of any of its Shares in accordance with the terms of this Agreement, the transferee thereof shall be substituted for, and shall assume all the rights and obligations under this Agreement of, the transferor thereof.
- (d) Notwithstanding any other provision of this Agreement, each Shareholder agrees that it will not, directly or indirectly, Transfer any of its Shares, except as permitted under the *Securities Act* and other applicable provincial or territorial securities laws, and then, if requested by the Corporation, only upon delivery to the Corporation of an opinion of counsel in form and substance satisfactory to the Corporation to the effect that such Transfer may be effected without filing a preliminary prospectus and a prospectus under the *Securities Act* (or other applicable provincial or territorial legislation). In any event, the Board may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any Governmental Authority.
- (e) Any Transfer or attempted Transfer of any Shares in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Corporation's books and the purported transferee in any such Transfer shall not be treated (and the purported transferor shall continue be treated) as the owner of such Shares for all purposes of this Agreement.

## ARTICLE V Default Provisions

**Section 5.01 Events of Default.** An Event of Default shall be deemed to occur with respect to a Shareholder (the “**Defaulting Shareholder**”) if:

- (a) such Shareholder makes an assignment for the benefit of creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or is declared bankrupt or becomes insolvent;
- (b) such shareholder is wound up, dissolved or liquidated or becomes subject to the provisions of the *Winding-Up Act* (Canada) or has its existence terminated or has any resolution passed therefor;
- (c) any trustee in bankruptcy, receiver, receiver and manager, liquidator or other officer with similar powers is appointed for such Shareholder or for all or any material part of its property;
- (d) a Person acquires Control of such Shareholder or a beneficial interest in any of the Shares held by such Shareholder except as expressly permitted by this Agreement; or
- (e) such Shareholder fails to perform or observe any other term or condition of this Agreement and such failure continues for a period of 30 days following written notice thereof from any Shareholder or the Corporation.

**Section 5.02 Rights Upon Default.** In addition to any rights or remedies that may be available to them, if an Event of Default shall occur with respect to a Shareholder, then while the Event of Default is continuing:

- (a) if the Minority Shareholder is the Defaulting Shareholder, the Majority Shareholder shall be entitled to purchase the Shares of the Minority Shareholder, for the Fair Market Value; and
- (b) if the Majority Shareholder is the Defaulting Shareholder, the Minority Shareholder shall be entitled to purchase the Shares of the Majority Shareholder, for: (i) 50% of their Fair Market Value, minus (ii) any unfunded amount pursuant to Section 3.01.

**Section 5.03 Fair Market Value.** For the purpose of this ARTICLE V, “Fair Market Value” means the aggregate fair market value of the applicable Shares as agreed to in writing by all the Shareholders or, failing agreement, as determined by a business valuator (the “Valuator”) appointed under this Section 5.03.

**Section 5.04 Closing.** The closing of any purchase of Shares by one Shareholder from another Shareholder pursuant to this Agreement shall be held at the head office of the Corporation at 10:00 a.m. (local time) on the prescribed date and shall be subject to the following terms and conditions:

- (a) the Shareholder (the “Purchasers”) who are to acquire Shares shall pay the applicable purchase price by certified cheque to the Shareholder (the “Vendors”) who are to sell their Shares and the Vendors shall deliver to or to the order of the Purchasers certificates for the Shares to be acquired, duly endorsed for transfer, free and clear of all liens, mortgages, charges, security interests and other encumbrances;



- (b) the Vendors and their nominees, if any, shall resign in writing the positions which they then hold with the Corporation and the Vendors and any Person having a legal or beneficial interest in the Vendors (whether direct or indirect) and nominees of the Vendors shall release the remaining Shareholders and the Corporation from all manner of actions, causes of action, suits, claims or demands against any of them which they ever had, then have or may thereafter have, for or by reason of or arising out of any cause, matter or thing but excluding claims arising from the transaction and claims for other moneys then owing pursuant to bona fide debts of the Corporation;
- (c) if the Shares to be purchased are subject to any lien, pledge, security interest or encumbrance or any of the Vendors owe any money to the Corporation or the Purchasers, as determined by the auditor of the Corporation, the Purchasers shall have the right to deduct from the amount otherwise required to be paid by them to that Vendor the amount required to discharge all such liens, pledges, security interests or encumbrances and repay any moneys so owing by the Vendor and such amount shall be used accordingly; and
- (d) if, on the date of closing of the transaction, the Vendors shall fail or refuse to complete the transaction, then the Purchasers shall have the right, on payment of the purchase price for the Shares into any chartered bank or trust company (provided notice is given to the Defaulting Shareholder of such payment) within fifteen (15) Business Days after the date of closing, to execute and deliver all such transfers, resignations and other documents and instruments which may be necessary or advisable in order to complete the transaction and for such purpose, the Shareholders who may become Vendors hereby nominate, constitute and irrevocably appoint the Secretary of the Corporation and the Shareholders who may become Purchasers as their lawful attorney and agent, which appointment is coupled with an interest, with full power and authority to execute for and in the name of and on behalf of the Vendors any deeds, transfers, conveyances, assignments, assurances, certificates and other documents and to do all things which the Vendors are required to do under the terms hereof.

## **ARTICLE VI**

### **Term and Termination**

**Section 6.01 Termination.** This Agreement shall terminate upon the earliest of:

- (a) the date on which either the Majority Shareholder or Minority Shareholder no longer hold any Shares;
- (b) the dissolution, liquidation or winding up of the Corporation; or
- (c) upon the unanimous agreement of the Shareholders.

**Section 6.02 Effect of Termination**

- (a) The termination of this Agreement shall terminate all further rights and obligations of the Shareholders under this Agreement except that such termination shall not effect:
  - (i) the existence of the Corporation;
  - (ii) the obligation of any party to pay any amounts arising on or before the date of termination, or as a result of or in connection with such termination;
  - (iii) the rights that any Shareholder may have by operation of law as a shareholder of the Corporation; or
  - (iv) the rights contained in this Agreement that, by their terms, are intended to survive termination of this Agreement.
- (b) The following provisions shall survive the termination of this Agreement: this Section 6.02, Section 7.01, Section 7.02, Section 7.03, Section 7.08, Section 7.10, Section 7.11 and Section 7.12.

## **ARTICLE VII**

### **Miscellaneous**

**Section 7.01 Expenses.** Except as otherwise expressly provided in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 7.02 Release of Liability.** If any Shareholder shall Transfer all of the Shares held by such Shareholder in compliance with the provisions of this Agreement without retaining any interest therein, then such Shareholder shall cease to be a party to this Agreement and shall be relieved and have no further liability arising hereunder for events occurring from and after the date of such Transfer.

**Section 7.03 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) 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 of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such Notice 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 7.03):

If to the Corporation:

1491150 B.C. Ltd.

Suite 3606 - 833 Seymour Street

Vancouver, BC V6B 0G4

Attention: Jacob Marks

Email: •

If to Majority Shareholder:

New World Solutions Inc.

2990 Arbutus Street, 2nd Floor

Vancouver, British Columbia V6J 3Y9

Attention: Paul Haber, Chief Executive Officer

Email: •

If to Minority Shareholder:

Jacob Marks

2857 Paradise Road, #703

Las Vegas, NV 89109

United States

Email:•

**Section 7.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 7.05 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction or any court determines that any of the covenants set forth in this Agreement, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, 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 7.06 Entire Agreement.** This Agreement, and the Constatng Documents constitute the sole and entire agreement of the parties 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 or conflict between this Agreement and any Constatng Document, the Shareholders and the Corporation shall, to the extent permitted by Applicable Law, amend such Constatng Document to comply with the terms of this Agreement.

**Section 7.07 Successors and Assigns; Assignment; Shareholder Change of Control.** This Agreement may not be assigned by a Shareholder, in whole or in part, directly or indirectly, except as provided in this Agreement, and any such prohibited assignment or purported assignment is and shall be null and void and of no effect whatsoever. No corporate Shareholder may assign, Transfer or delegate any or all of its rights or obligations under this Agreement, including by (i) a sale of more than 50% of the voting shares of that Shareholder, (ii) the issuance of shares resulting in a

Person, other than the Principal, holding more than 50% of the voting shares of the Shareholder, (iii) a sale of substantially all the assets of that Shareholder, (iv) a change in a majority of the board members of the Shareholder, or (v) the amalgamation or arrangement of the Shareholder, including by operation of law or in any other manner, and any such Transfer is and shall be null and void and of no effect whatsoever.

**Section 7.08 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their 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 7.09 Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 7.10 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

### **Section 7.11 Dispute Resolution**

- (a) Subject to Section 7.12, any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement or any breach, termination or validity thereof (a “**Dispute**”) shall be finally settled by arbitration. The seat of the arbitration shall be British Columbia.
- (b) The arbitration shall be conducted by one arbitrators. The party initiating arbitration (the “**Claimant**”) shall appoint its arbitrator in its request for arbitration (a “**Request**”). The other party (the “**Respondent**”) shall appoint its arbitrator within 30 days of receipt of the Request and shall notify the Claimant of such appointment in writing. If the Respondent fails to appoint an arbitrator within such 30-day period, the arbitrator named in the Request shall decide the Dispute as the sole arbitrator. Otherwise, the two arbitrators appointed by the parties shall appoint a third arbitrator within 30 days after the Respondent has notified the Claimant of the appointment of the Respondent's arbitrator. When the arbitrators appointed by the parties have appointed a third arbitrator and the third arbitrator has accepted the appointment, the two arbitrators shall promptly notify the parties of such appointment. If the two arbitrators appointed by the parties fail or are unable to appoint a third arbitrator or to notify the parties of such appointment, then the third

arbitrator shall be appointed by the President of the local arbitral institute who shall promptly notify the parties of the appointment of the third arbitrator. The third arbitrator shall act as chair of the panel.

- (c) The arbitration award shall be in writing and shall be final and binding on the parties. The award may include an award of costs, including reasonable solicitor's fees, disbursements and charges. Judgment upon award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets.

**Section 7.12 Equitable Remedies.** Each party hereto acknowledges that the other parties hereto would be irreparably damaged in the event of a breach or threatened breach by such party of any of its obligations under this Agreement and hereby agrees that, in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to seek an injunction from a court of competent jurisdiction (without any requirement to post a bond or other security) granting such parties specific performance by such party of its obligations under this Agreement. If any party commences an action to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach thereof), the prevailing party in the action shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the action, including reasonable legal fees, disbursements and charges.

**Section 7.13 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 page follows]

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.

**1491150 B.C. LTD.**

By\_\_\_\_\_

Name: Jacob Marks

Title: President

**NEW WORLD SOLUTIONS INC.**

By\_\_\_\_\_

Name: Paul Haber

Title: Chief Executive Officer

\_\_\_\_\_  
Jacob Marks

## Schedule G – Form of Lock Up Agreement

\_\_\_\_\_, 2024

**TO: NEW WORLD SOLUTIONS INC. (“Acquiror”)**  
**AND TO: 1491150 B.C. LTD (“DialMKT Holdco”)**  
(collectively, the “Addressees”)

**Re: Lock-up Agreement**

1. The undersigned (the “**Securityholder**”) understands that the Addressees, among others, have entered into a share purchase agreement (the “**Definitive Agreement**”) in connection with the acquisition of DialMKT Holdco by Acquiror (the “**Acquisition**”) and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.
2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Acquiror (collectively, the “**Subject Securities**”), held of record or beneficially by the Securityholder as of the date hereof, or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Addressees, any such consent to be at the sole discretion of the Addressees, for a period commencing as of the date hereof and ending on the date that is 180 days following the completion date of the Acquisition.
3. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any family members of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any transferee shall first execute and deliver to the Addressees a lock-up agreement in substantially the form hereof, as approved by the Addressees prior to the execution and delivery thereof to the Addressees, as a condition to completion of any such transfer without the consent of the Addressees, and (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of Acquiror made generally to or involving all holders of equity securities of Acquiror after the completion date of the Acquisition, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.
4. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by either Addressee reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.
5. The Securityholder hereby acknowledges and agrees that either Addressee, at its discretion, may place restrictive legends on any of the Subject Securities, to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of

the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with Acquiror's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

6. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, that it has good and marketable title to the Subject Securities held of record or beneficially by the Securityholder as of the date hereof and understands that the Addressees are relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Addressees and their legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

10. This lock-up agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

*[Signature Page Follows]*



Very truly yours,

By: \_\_\_\_\_

Print Name of Securityholder: \_\_\_\_\_

Name/Title of Representative: \_\_\_\_\_

Address of Securityholder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NUMBER OF SUBJECT SHARES**

**Schedule H – Section 7.2(c) Documents**

**RESIGNATION**

**TO: NEW WORLD SOLUTIONS INC. (THE “CORPORATION”)**

I, Charles Park, hereby tender my resignation as a Director of the above Corporation, to take effect as of the date hereof.

DATED as of \_\_\_\_\_.

\_\_\_\_\_  
Charles Park

**RESIGNATION**

**TO: NEW WORLD SOLUTIONS INC. (THE "CORPORATION")**

I, Young Cho Lee, hereby tender my resignation as a Director of the above Corporation, to take effect as of the date hereof.

DATED as of \_\_\_\_\_.

\_\_\_\_\_  
Young Cho Lee

**RESIGNATION**

**TO: NEW WORLD SOLUTIONS INC. (THE "CORPORATION")**

I, Paul Haber, hereby tender my resignation as Chairman of the Board of Directors of the above Corporation, to take effect as of the date hereof.

DATED as of \_\_\_\_\_.

\_\_\_\_\_  
Paul Haber

## **RESOLUTIONS OF THE DIRECTORS**

**OF**

### **NEW WORLD SOLUTIONS INC. (THE “CORPORATION”)**

The undersigned being the board of directors (the “**Board**”) of New World Solutions Inc. (the “**Corporation**”) hereby consent, pursuant to the provisions of the *Business Corporations Act* (British Columbia), to the following resolutions:

#### **RESIGNATION OF DIRECTOR AND APPOINTMENT OF DIRECTOR**

**WHEREAS** the Corporation has received the resignations of Charles Park and Young Cho Lee as directors of the Corporation;

**AND WHEREAS** the Corporation desires to appoint Jacob Marks to fill the vacancy as a member of the Board and has received the written consent of Mr. Marks to act as a director of the Corporation;

**NOW THEREFORE BE IT RESOLVED THAT:**

- 1) the resignations of Charles Park and Young Cho Lee are hereby accepted; and
- 2) Mr. Marks is hereby appointed as a director of the Corporation to hold office until the next annual meeting of the shareholders of the Corporation or until her successor is duly elected or appointed in accordance with the articles of the Corporation.

#### **RESIGNATION OF CHAIRMAN AND APPOINTMENT OF CHAIRMAN**

**WHEREAS** the Corporation has received the resignation of Paul Haber as Chairman of the Board of Directors of the Corporation;

**AND WHEREAS** the Corporation wishes to appoint Jacob Marks as Chairman of the Board of Directors of the Corporation;

**NOW THEREFORE BE IT RESOLVED THAT:**

- 3) The resignation of Mr. Haber as Chairman of the Board of Directors of the Corporation is hereby accepted; and
- 4) Mr. Marks is hereby appointed as Chairman of the Board of Directors of the Corporation effective immediately to hold office at the pleasure of the Board.

#### **APPOINTMENT OF AUDIT COMMITTEE**

**WHEREAS** the Corporation wishes to appoint certain directors to serve on the Audit Committee of the Board;

**NOW THEREFORE BE IT RESOLVED THAT** the members of the Audit Committee of the Board be hereby appointed; consisting of Mr. Posen as Chair of the Audit Committee and Mr. Yoon and Mr. Marks as members; to serve in such capacity until the next annual meeting of the Corporation or until their successors are duly appointed.

#### **CREATION OF THE COMMITTEE**

**WHEREAS** the shareholders of the Corporation approved the omnibus incentive plan (the “**Omnibus Incentive Plan**”) at the Corporation’s annual, general and special meeting held on December 20, 2023, pursuant to which, the Board may grant options (“**Options**”) to acquire common shares (the “**Common Shares**”) in the capital of the Corporation to Participants (as such term is defined in the Omnibus Incentive Plan) at an exercise price determined by the Board and Board may grant restricted share units (“**RSUs**”) to certain Participants in accordance with the terms and conditions of the Omnibus Incentive Plan;

**AND WHEREAS** the Board have determined that it is in the best interest of the Corporation to form a committee (the “**Allocation Committee**”) to assist the Board in granting Options and RSUs pursuant to section 2.04 of the Omnibus Incentive Plan;

**AND WHEREAS** the Board also wishes to appoint Mr. Marks as Chair of the Allocation Committee and Mr. Posen and Mr. Yoon as members; to serve in such capacity until the next annual meeting of the Corporation or until their successors are duly appointed;

#### **NOW THEREFORE BE IT RESOLVED THAT:**

- 5) The creation of the Allocation Committee is hereby approved, ratified and confirmed;
- 6) The members of the Allocation Committee of the Board be hereby appointed; consisting of Mr. Marks as Chair of the Allocation Committee and Mr. Posen and Mr. Yoon as members; to serve in such capacity until the next annual meeting of the Corporation or until their successors are duly appointed.
- 7) Subject to the Omnibus Incentive Plan, the Allocation Committee is hereby approved to grant up to 8,000,000 Options and 20,000,000 RSUs, to Participants, at such time, with such exercise price, expiry date and vesting as determined by the Allocation Committee.
- 8) The number of Common Shares over which Options and RSUs be granted are hereby allotted to the Participants, and, subject to the right of the Participant to exercise an Option or RSU in whole or in part, upon receipt from the participant of the form and amount of consideration payable upon exercise of the Option, the Common Shares for which an Option or RSU is duly exercised or vested be issued as fully paid and non-assessable shares in the capital stock of the Corporation, and the stated capital account of the Corporation for the Common Shares concerned be adjusted accordingly.
- 9) The maximum number of Common Shares over which Options and RSUs become effective in accordance with this resolution and upon granting by the Allocation Committee, be reserved for issuance on the exercise of Options or RSU, provided that when and if any Options or RSUs terminate or become void or are not earned in accordance with its terms, the Common Shares so reserved for such Options or RSUs no longer be so reserved and become available for further or other grants of Options or RSUs.

**GENERAL**

**NOW THEREFORE BE IT RESOLVED THAT** any one or more of the directors or officers of the Corporation be and they are hereby authorized for and on behalf of the Corporation to do such things and acts as are required or as in his, her or their opinion may be necessary or desirable and to execute and deliver, whether under the corporate seal of the Corporation or otherwise, all such agreements, statements, forms, waivers, notices, certificates, confirmations and other documents as such person or persons may consider advisable in connection with these resolutions to carry out the full intent and purpose thereof, any one director or officer of the Corporation be authorized to negotiate and settle the form of documents required in respect thereof, including any supplements or amendments thereto and including, without limitation, the documents referred to above and that execution by any one or more of such directors or officers or the doing of such acts or things by him or them shall be conclusive proof of his or their authority to execute the same or do the act or thing on behalf of the Corporation.

**COUNTERPARTS**

**NOW THEREFORE BE IT RESOLVED THAT** these resolutions may be executed in any number of counterparts and delivered by means of facsimile or by Portable Document Format (PDF), each of which when so executed and delivered shall be an original, and all such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows]*

**THE UNDERSIGNED**, being all of the directors of the Corporation entitled to vote on the foregoing resolution at a meeting of directors, sign and pass the foregoing resolution in accordance with the provisions of the *Business Corporations Act* (British Columbia).

DATED the \_\_\_\_\_.

\_\_\_\_\_  
Paul Haber

\_\_\_\_\_  
Richard Yoon

\_\_\_\_\_  
Binyomin Posen



## CONSENT TO ACT

TO: NEW WORLD SOLUTIONS INC. (the "Company")

I hereby consent to act as a director of the Company, such consent to continue in effect until revoked by notice in writing to the Company and delivered to the Company or to a lawyer for the Company. I acknowledge that I am not disqualified under Section 124 of the *Business Corporations Act* (British Columbia), a copy of which is set out below, to act as a director.

DATED the \_\_\_\_\_.

\_\_\_\_\_  
Jacob Marks

PRESCRIBED ADDRESS:

2857 Paradise Road, #703  
Las Vegas, NV 89109  
United States

BRITISH COLUMBIA BUSINESS CORPORATIONS ACT - PERSONS DISQUALIFIED AS DIRECTORS AND OFFICERS

- 124(2) *An individual is not qualified to become or act as a director of a company if that individual is*
- (a) *under the age of 18 years,*
  - (b) *found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs,*
  - (c) *an undischarged bankrupt, or*
  - (d) *convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless*
    - (i) *the court orders otherwise,*
    - (ii) *5 years have elapsed since the last to occur of*
      - (A) *the expiration of the period set for suspension of the passing of sentence without a sentence having been passed,*
      - (B) *the imposition of a fine,*
      - (C) *the conclusion of the term of any imprisonment, and*
      - (D) *the conclusion of the term of any probation imposed, or*
    - (iii) *a pardon was granted or issued under the Criminal Records Act (Canada).*
- 141(3) *An individual who is not qualified under section 124 to become or act as a director of a company is not qualified to become or act as an officer of the company.*