

SHARE PURCHASE AND EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 15th day of March, 2018,

AMONG:

TJR COATINGS INC., a corporation incorporated under the laws of the Province of Ontario;

("TJR")

AND

2618249 ONTARIO CORP., a corporation incorporated under the laws of the Province of Ontario;

("DigiCrypts")

AND

ROBERT SALNA, an individual resident in the Province of Ontario;

WHEREAS:

- A. TJR is an unlisted reporting issuer in the provinces of Ontario;
- B. The DigiCrypts Shareholders are the beneficial and legal owners of all of the issued and outstanding DigiCrypts Shares immediately prior to Closing;
- C. TJR wishes to purchase and acquire all of the issued and outstanding common shares of DigiCrypts from the DigiCrypts Shareholders in exchange for the TJR Consideration Shares upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined terms - The following terms have the following meanings in this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Acquisition**" means the acquisition of the DigiCrypts Shares by TJR in exchange for the TJR Consideration Shares upon and subject to the terms and conditions of this Agreement;

- (b) “**Agreement**” means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions “above”, “below”, “herein”, “hereto”, “hereof” and similar expressions refer to this agreement;
- (c) “**Applicable Law**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;
- (d) “**Business**” means the business presently and heretofore carried on by TJR or DigiCrypts, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;
- (e) “**Business Day**” means any day except Saturday, Sunday or a statutory holiday in Toronto, Ontario, Canada;
- (f) “**Certificate**” means a written certificate of a matter or matters of fact which, if required by a corporation, shall be made by a duly authorized officer of the corporation;
- (g) “**Cdn\$**” or “**\$**” means the lawful currency of the Canada.
- (h) “**Closing**” means the completion of the RTO Transaction on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (i) “**Closing Date**” means March 31, 2018 or such other date upon which TJR and DigiCrypts mutually agree;
- (j) “**current assets**” means the assets of TJR or DigiCrypts, as the case maybe, which would, in accordance with generally accepted accounting principles, be classified as current assets;
- (k) “**current liabilities**” means the liabilities of TJR or DigiCrypts, as the case maybe, which would, in accordance with generally accepted accounting principles, be classified as current liabilities;
- (l) “**DigiCrypts**” has the meaning set out on the face page of this Agreement;
- (m) “**DigiCrypts Current Shares**” means all of the current issued and outstanding common shares in the capital of DigiCrypts as of the date of this Agreement, as outlined in Schedule “A” attached hereto;
- (n) “**DigiCrypts Documents**” means all agreements, financial records, filings, correspondence and all other documents which may be material to DigiCrypts;

- (o) “**DigiCrypts Financing**” means the non-brokered private placement of not less than 40,000,000 DigiCrypts Shares at \$0.025 per share and 20,000,000 DigiCrypts Financing Warrants for gross proceeds of \$1,000,000, to be closed on or before the Closing;
- (p) “**DigiCrypts Financing Shares**” means not less than 40,000,000 DigiCrypts Shares to be issued in the DigiCrypts Financing;
- (q) “**DigiCrypts Financing Shareholders**” means the purchasers of the DigiCrypts Financing Shares;
- (r) “**DigiCrypts Financing Warrants**” means the common share purchase warrants of DigiCrypts issued to DigiCrypt Financing Shareholders pursuant to the DigiCrypts Financing, each such DigiCrypt Financing Warrant being exercisable into one (1) DigiCrypt Share at an exercise price of \$0.05 per DigiCrypt Share and expiring on the earlier of (i) the date that is two (2) years from the date of such warrant’s issuance, or (ii) 30 days following the date that a notice is delivered from the Corporation to the holder of the warrant that the DigiCrypt Shares have traded on a stock exchange for 10 consecutive days at a closing price in excess of \$0.10;
- (s) “**DigiCrypts Shares**” means the common shares in the capital of DigiCrypts;
- (t) “**DigiCrypts Shareholders**” means the holders of DigiCrypt Shares as of the date hereof and any acquirors of DigiCrypt Shares pursuant to the DigiCrypts Financing on or before the Closing Date;
- (u) “**Documents**” means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to TJR or DigiCrypts, as the case may be, and any all rights in relation thereto;
- (v) “**Due Diligence Period**” means the period beginning February 9, 2018 and ending on the Closing Date;
- (w) “**Effective Date**” means the date of this Agreement;
- (x) “**Encumbrance**” means, whether or not registered or registerable or recorded or recordable, and regardless of how created or arising:
 - (i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or

financing lease, and a subordination to any right or claim of others in respect thereof;

- (ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;
 - (iii) an option or other right to acquire, or to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
 - (iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;
 - (v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or
 - (vi) any agreement to create, or right capable of becoming, any of the foregoing;
- (y) “**generally accepted accounting principles**” means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;
 - (z) “**Governmental Authority**” means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;
 - (aa) “**Heritage Action**” is an action commenced in Ontario small claims court against TJR by Heritage Transfer Agency Inc. seeking damages in the amount of \$27,442.50 from TJR;
 - (bb) “**Material Adverse Change**” means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licences, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the party referred to which is, or could reasonably be expected to be, materially adverse to the business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;

- (cc) “**Share Exchange Agreements**” means the share exchange agreements to be entered into on or before the Closing Date by and between TJR, DigiCrypts and the DigiCrypt Shareholders, that provides for the exchange of DigiCrypts Shares and DigiCrypts Financing Warrants held by such DigiCrypt Shareholders for TJR Consideration Shares and TJR Consideration Warrants;
- (dd) “**Permits**” means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and order for TJR or DigiCrypts, as the case may be, to own and operate their assets and Business or for the status and qualification of TJR or DigiCrypts, as the case may be, to own and operate their assets and Business to carry on their Business;
- (ee) “**Person**” means an individual, company, corporation, body corporate, partnership, joint venture, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;
- (ff) “**Regulatory Approvals**” means all third party approvals required to be obtained prior to Closing for all of the transactions contemplated herein;
- (gg) “**Resulting Issuer**” means TJR upon completion of the RTO Transaction, having DigiCrypts as a wholly-owned subsidiary thereof;
- (hh) “**RTO Transaction**” means the completion of the Acquisition;
- (ii) “**Securities Acts**” means the *Securities Act* (Ontario), and as amended and restated from time to time;
- (jj) “**Securities Commissions**” means the Ontario securities commission;
- (kk) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and restated from time to time;
- (ll) “**Time of Closing**” means 11:00 a.m. (Toronto time) on the Closing Date or such other date upon which TJR, DigiCrypts and the DigiCrypts Shareholders mutually agree;
- (mm) “**TJR Consideration Shares**” means collectively, an aggregate of up to 191,000,000 TJR Shares of TJR to be issued in exchange for the DigiCrypts Shares on Closing;
- (nn) “**TJR Consideration Warrants**” means collectively, an aggregate of up to 20,000,000 common share purchase warrants of TJR to be issued in exchange for the DigiCrypts Financing Warrants on Closing, on principally the same terms as the DigiCrypts Financing Warrants;
- (oo) “**TJR Disclosure Record**” means TJR's annual reports, financial statements, management information circulars, material change reports, technical reports,

press releases and all documents filed or otherwise publicly disseminated by TJR;

- (pp) **“TJR Financial Statements”** means the audited financial statements of TJR for the years ended January 31, 2018 and 2017, all as filed with the applicable Canadian securities regulators;
- (qq) **“TJR Shareholder Loans”** means the shareholder loans in the total principal amount of \$371,884 owing by TJR to the TJR Major Shareholder;
- (rr) **“TJR Major Shareholder”** means Robert Salna who holds 12,960,000 common shares of TJR;
- (ss) **“Transfer Agent”** means Capital Transfer Agency Inc.;
- (tt) **“Working Capital”** means current assets less current liabilities.

1.2 Schedules – The following schedule attached hereto constitutes a part of this Agreement:

Schedule “A” – DigiCrypts Shareholders

1.3 Schedule References – Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References to any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 Headings - The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.5 Interpretation - Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

1.6 Currency – Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.7 Knowledge – Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of the party, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the directors and senior executive officers of that party, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement –

- (a) Upon and subject to the terms and conditions of this Agreement, each DigiCrypts Shareholder will sell, transfer and convey the DigiCrypts Shares owned or to be owned by such DigiCrypts Shareholder immediately prior to Closing to TJR, and TJR agrees to purchase all and no less than all of such DigiCrypts Shares from such DigiCrypts Shareholders at the Time of Closing for a deemed consideration of Cdn\$4,775,000 to be satisfied by the issuance of in aggregate 191,000,000 TJR Consideration Shares, subject to adjustment in the event that the DigiCrypts Financing is greater than 40,000,000 DigiCrypts Shares, each at a deemed price of \$0.025, on the basis of 1 TJR Consideration Shares for each DigiCrypts Share held, upon exchange of the DigiCrypts Shares.
- (b) TJR agrees to enter into the Share Exchange Agreements on or before Closing, providing for (i) the purchase of all and no less than all of such DigiCrypts Shares from the DigiCrypts Shareholders on the terms set out in Section 2.1(a) hereof, and (ii) the exchange of all and no less than all of the DigiCrypts Financing Warrants from the DigiCrypts Financing Shareholders at the time of Closing for that number TJR Consideration Warrants such that each one (1) DigiCrypts Financing Warrant shall be exchanged for one (1) TJR Consideration Warrant.

2.2 TJR Consideration Shares and Warrants - TJR will take all corporate action necessary to create and reserve in its authorized capital the TJR Consideration Shares, the TJR Consideration Warrants and the common shares of TJR issuable on exercise of the TJR Consideration Warrants.

2.3 Purchase of Entire Interest - It is the understanding of the parties hereto that this Agreement shall provide for the purchase of all of the DigiCrypts Shares and DigiCrypts Financing Warrants that are owned or held by the DigiCrypts Shareholders at the Time of Closing, whether same are owned as at the date hereof or are acquired after the date hereof, and the DigiCrypts Shareholders therefore covenant and agree with TJR that if prior to the Closing Date they acquire any further shares or securities of DigiCrypts or rights to acquire any shares or securities of DigiCrypts, in addition to those set forth in this Agreement, then such shares or securities of DigiCrypts shall be subject to the terms of this Agreement, and shares or securities of DigiCrypts shall be delivered or such rights shall be transferred to TJR at the Time of Closing, without the payment of any additional or further consideration.

2.4 Delivery of Shares - Subject to the fulfilment of all of the terms and conditions hereof (unless waived as herein provided), at the Time of Closing, the DigiCrypts Shareholders shall (i) deliver to TJR certificates or equivalents representing the DigiCrypts Shares duly endorsed and guaranteed for transfer to TJR, together with such other documentation as TJR or its counsel may reasonably request for the purpose of effecting the transfer and delivery of the

DigiCrypts Shares to TJR, and (ii) deliver for cancellation to DigiCrypts, or to TJR, as directed, certificates or equivalents representing the DigiCrypts Financing Warrants.

2.5 Acknowledgements – Each DigiCrypts Shareholder hereby acknowledges and agrees with TJR as follows:

- (a) the transfer of the DigiCrypts Shares and the issuance of the TJR Consideration Shares will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the applicable securities laws;
- (b) as a consequence of acquiring the TJR Consideration Shares pursuant to the Exemptions:
 - (i) TJR is relying on an exemption from the requirements to provide the DigiCrypts Shareholders with a prospectus to sell securities through a person registered to sell securities under the Securities Acts and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Acts, including statutory rights of rescission or damages, will not be available to the DigiCrypts Shareholders;
 - (ii) the DigiCrypts Shareholder may not receive information that might otherwise be required to be provided to the DigiCrypts Shareholders, and TJR is relieved from certain obligations that would otherwise apply under the Securities Acts if the Exemptions were not being relied upon by TJR;
 - (iii) there is no government or other insurance covering the TJR Consideration Shares;
 - (iv) there are risks associated with the acquisition of the TJR Consideration Shares and any common shares of TJR issuable upon conversion or exchange of TJR convertible securities;
 - (v) there may be restrictions on the DigiCrypts Shareholder's ability to resell the TJR Consideration Shares and it is the responsibility of each DigiCrypts Shareholder to find out what those restrictions are and to comply with them before selling the TJR Consideration Shares; and
 - (vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the TJR Consideration Shares or any common shares of TJR issuable upon conversion or exchange thereof.

2.6 TJR Major Shareholder

- (a) On Closing, the Resulting Issuer shall repay \$100,000 of the Shareholder Loan in cash to the TJR Major Shareholder and the TJR Major Shareholder shall forgive the balance of the Shareholder Loan and any interest that may have accrued on the Shareholder Loan.

ARTICLE 3 **RESULTING ISSUER**

3.1 Resignations – At the Time of Closing and subject to delivery of mutual releases acceptable to TJR, DigiCrypts and the individuals as hereinafter described, TJR shall deliver the sequential resignations of the following directors and officers of TJR who are not continuing as directors and officers of the Resulting Issuer, namely two current TJR directors (Robert Salna, Inga Gretcheva) and officer (Ted Murphy, CEO and CFO).

3.2 New directors and Officers

- (a) Effective as of the Closing, the directors of the Resulting Issuer will consist of:

- Ted Murphy
- David Posner
- David Bhungara
- Yoni Ashurov

or such other persons as the DigiCrypts may nominate on Closing.

- (b) Effective as of the Closing, the audit committee of the board of the directors of the Resulting Issuer will be designed by the board of directors of the Resulting Issuer on Closing.

- (c) Effective as of the Closing Date, the officers of Resulting Issuer will consist of:

- | | |
|------------------------|-------------------------|
| • Chris Carl | President |
| • Grigori Limonov | VP Business Development |
| • Stanislavs Milcareks | VP Global Marketing |
| • Sergey Shilnov | Chief Technical Officer |

or such other persons as the board of directors of the Resulting Issuer may nominate.

3.3 Financial Year End

The financial year end of the Resulting Issuer shall be December 31.

3.4 Auditors

The auditors of the Resulting Issuer shall be Wasserman Ramsay Chartered Accountants.

ARTICLE 4
COVENANTS AND AGREEMENTS

4.1 Given by DigiCrypts – DigiCrypts covenants and agrees with TJR that it will:

- (a) during any time before the expiry of the Due Diligence Period, permit representatives of TJR full access during normal business hours to DigiCrypts Documents, including without limitation, all of the assets, contracts, financial records and minute books of DigiCrypts, so as to permit TJR to make such investigation of DigiCrypts as TJR deems necessary;
- (b) provide to TJR all such further documents, instruments and materials and do all such acts and things as may be reasonably required by TJR to seek the Regulatory Approvals;
- (c) from and including the Effective Date through to and including the Time of Closing, preserve and protect the goodwill, assets, business and undertaking of DigiCrypts;
- (d) use its reasonable commercial efforts to obtain all required third party consents, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements, to be able to deliver all of the DigiCrypts Shares on Closing;
- (e) co-operate with TJR in TJR's efforts to obtain all required Regulatory Approvals with respect to such documents as TJR may reasonably request in order to obtain such Regulatory Approvals;
- (f) co-operate with any valuator retained by TJR to value the DigiCrypts Shares if such valuation is sought by TJR;
- (g) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out Section 6.1 and 6.2 so as to close the RTO Transaction and all related transactions by the Closing Date;
- (h) from and including the Effective Date through to and including the Time of Closing, carry on the Businesses of DigiCrypts in the ordinary course in a reasonable and prudent manner and as otherwise contemplated by this Agreement;
- (i) from and including the Effective Date through to and including the Time of Closing, except in the DigiCrypts Financing, not enter into any agreement or understanding with any other party to issue any securities of DigiCrypts without the prior written consent of TJR, such consent shall not to be unreasonably withheld;

- (j) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than TJR), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of DigiCrypts;
- (k) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;
- (l) use its reasonable commercial efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, and the constating documents of DigiCrypts for the performance of its obligations under this Agreement prior to the Time of Closing;
- (m) use all reasonable commercial efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (n) notify TJR immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and
- (o) from and including the Effective Date through to and including the Time of Closing, ensure that it complies in all respects with the foregoing covenants of this Agreement.

4.2 Given by TJR - TJR covenants and agrees with DigiCrypts that TJR will:

- (a) before the expiry of the Due Diligence Period, permit representatives of DigiCrypts full access during normal business hours to TJR's Documents including, without limitation, all of the assets, contracts, financial records and minute books of TJR, so as to permit such investigation of TJR as DigiCrypts deem reasonably necessary;
- (b) TJR shall use its best efforts to obtain at the earliest practicable date and, in any event, prior to the Closing Date, all consents, authorizations and approvals, and to make all declarations, filings and registrations required to be obtained or made by it pursuant to any law, order, policy, agreement or instrument prior to consummating the transactions contemplated hereby, whether any such consent, authorization or approval, or such declaration, filing or registration, is to be obtained from or made with private parties or governmental or regulatory authorities. TJR shall not take any action that may materially adversely affect the obtaining of any such consent, authorization or approval;

- (c) from and including the Effective Date through to and including the Time of Closing, not carry on any business or activity except as in its ordinary course;
- (d) from and including the Effective Date through to and including the Time of Closing not issue any securities and not enter into any agreement or understanding with any other party other to issue any securities, without the prior written consent of DigiCrypts such consent shall not to be unreasonably withheld;
- (e) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than DigiCrypts and the DigiCrypts Shareholders), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of it;
- (f) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 6.1 and 6.3 and to close the RTO Transaction and related transactions by the Closing Date;
- (g) use all reasonable commercial efforts to conduct its affairs so that the representations and warranties of TJR contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (h) from and including the Effective Date through to and including the Time of Closing, to remain in good standing under Applicable Law;
- (i) use its reasonable commercial efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, and the constating documents of TJR for the performance by TJR of its obligations under this Agreement prior to the Time of Closing;
- (j) notify DigiCrypts immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and
- (k) from and including the Effective Date through to and including the Time of Closing, ensure that TJR complies in all respects with the foregoing covenants of this Agreement.

ARTICLE 5
TRANSACTIONS EXPENSES

5.1 DigiCrypts will bear all costs and expenses incurred by the Parties in negotiating and preparing the Agreement and in Closing and carrying out the transactions contemplated by the Agreement.

5.2 The parties acknowledge that DigiCrypts may at closing still have some costs owing to its professionals and advisors and, subject to the prior written approval of TJR, the Resulting Issuer shall be responsible to pay those costs at or after Closing.

5.3 The parties acknowledge that TJR may at closing still have liabilities remaining not exceeding \$10,000 in accounts payables and the Resulting Issuer shall be responsible to pay those costs at or after Closing.

ARTICLE 6
CONDITIONS PRECEDENT

6.1 In favour of all parties - The obligations of all parties under this Agreement are subject to the fulfillment of the following conditions prior to the Time of Closing or such other time as herein provided:

- (a) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the RTO Transaction;
- (b) all consents, orders and approvals required for the completion of the RTO Transaction and transactions ancillary thereto shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably;
- (c) the Agreement shall have not been terminated in accordance with Article 10Article 10 of this Agreement; and
- (d) TJR, DigiCrypts and the DigiCrypt Shareholders shall have entered into the Share Exchange Agreements.

6.2 In favour of TJR – TJR's obligations under this Agreement are subject to the fulfillment of the following conditions prior to Time of Closing or such other time as herein provided:

- (a) DigiCrypts shall have materially complied with all of their respective covenants and agreements contained in this Agreement;
- (b) the representations and warranties of DigiCrypts contained in this Agreement shall be true in all material respects as if such representations and warranties had

been made by DigiCrypts as of the Time of Closing, and TJR shall have received a Certificate certifying as such dated the Closing Date;

- (c) all documents necessary or, in the view of counsel to TJR, acting reasonably to complete the transfer of legal and beneficial ownership of all the DigiCrypts Shares shall have been delivered on Closing;
- (d) TJR will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of DigiCrypts during the time between the Effective Date and the Time of Closing has occurred;
- (e) TJR, acting reasonably, being satisfied with the results of its due diligence investigations into DigiCrypts on or before the Due Diligence Period;
- (f) all corporate and other proceedings in connection with the transactions contemplated on Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to section 8.2), will be completed and reasonably satisfactory in form and substance to TJR's Board of Directors, acting reasonably, and TJR will have received all executed counterpart original and certified or other copies of such documents;
- (g) DigiCrypts shall have completed the DigiCrypts Financing; and
- (h) the \$100,000 portion of the Shareholder Loan shall have been repaid.

The conditions precedent set forth above are for the exclusive benefit of TJR and may be waived by it in whole or in part on or before the Time of Closing.

6.3 In favour of DigiCrypts – The respective obligations of DigiCrypts under this Agreement are subject to the fulfilment of the following conditions:

- (a) subject to the terms and conditions of this Agreement, TJR shall have materially complied with all of its covenants and agreements hereunder to be performed and complied with on or before the Time of Closing and DigiCrypts shall have received a Certificate of TJR to such effect dated the Closing Date;
- (b) the representations and warranties of TJR contained in this Agreement shall be true in all material respects as if such representations and warranties have been made by TJR as of the Time of Closing and DigiCrypts shall have received a Certificate of TJR certifying as such;
- (c) the board of directors of DigiCrypts will have given all necessary approvals for the entry into of this Agreement and all transactions contemplated hereby to be completed by DigiCrypts and the DigiCrypts Shareholders;
- (d) DigiCrypts, acting reasonably, being satisfied with the results of their respective due diligence investigations into TJR on or before the Due Diligence Period;

- (e) DigiCrypts will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of TJR during the time between the Effective Date and the Time of Closing has occurred;
- (f) the Major Shareholder shall have executed documents to forgive the Shareholder Loans other than \$100,000; and
- (g) all corporate and other proceedings in connection with the transactions contemplated on Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to section 8.3), will be completed and reasonably satisfactory in form and substance to DigiCrypts's counsel acting reasonably, and they will have received all executed counterpart original and certified or other copies of such documents as they may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of the DigiCrypts and may be waived by DigiCrypts for itself, and on behalf of the DigiCrypts Shareholders, in whole or in part on or before the Time of Closing.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Concerning TJR - In order to induce DigiCrypts and the DigiCrypts Shareholders to enter into this Agreement, and the Share Exchange Agreements, as applicable, and complete their respective obligations hereunder, and thereunder, each of TJR and the TJR Major Shareholder represent and warrant, jointly and severally, to DigiCrypts and the DigiCrypts Shareholders that:

- (a) TJR is a valid and subsisting corporation duly incorporated and in good standing under the laws of the Province of Ontario;
- (b) TJR is a "reporting issuer" in Ontario as that term is defined in the Securities Acts and is not in material default of any requirement of the Securities Acts;
- (c) the common shares of TJR are not listed on any stock exchange or public market place;
- (d) TJR has at least 200 public shareholders holding at least one board lot each with no resale restrictions by law;
- (e) TJR is duly registered and licenced to carry on business in the jurisdictions in which it carries on Business or owns property where so required by the laws of that jurisdiction and are not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (f) TJR has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the RTO Transaction

and related transactions and to carry out its obligations hereunder and this Agreement and the Acquisition have been duly authorized, or will have been prior to the Time of Closing, by all necessary shareholder (if necessary) and corporate action on the part of the TJR;

- (g) as of the date hereof, the authorized capital of TJR consists of an unlimited number of common shares, of which 22,363,636 TJR shares are issued and outstanding as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of TJR or any other security convertible into or exchangeable for any such shares, or to require TJR to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
- (h) TJR is the legal and beneficial owner of and has good and marketable title to the properties, Business and assets or the interests in the properties, Business or assets referred to in the TJR Disclosure Record, all agreements to which TJR holds an interest in a property, business or assets are in good standing according to their terms;
- (i) the TJR Disclosure Record and all financial, marketing, sales and operational information provided to DigiCrypts and the DigiCrypts Shareholders do not contain any misrepresentations (as such term is defined in the Securities Acts) and do not omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (j) all financial statements filed in the TJR Disclosure Record, including the TJR Financial Statements, have been prepared in accordance with generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of TJR, as of the date thereof, and there have been no Adverse Material Changes in the financial position of TJR since the date thereof and the business of TJR has been carried on in the usual and ordinary course consistent with past practice since the date thereof;
- (k) the auditors of TJR, Wasserman Ramsay, who audited the financial statements of TJR for the years ended January 31, 2018 and 2017 and who provided their audit report thereon are independent public accountants as required under applicable legislation and there has never been a reportable disagreement (within the meaning of National Instrument 51-102) with the present auditors of TJR;
- (l) TJR has complied fully in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Securities Acts in relation to the issue of its securities;

- (m) TJR is in material compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect TJR, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of TJR or the business or legal environment under which TJR operates;
- (n) TJR has all Permits under all applicable laws and regulations necessary for the operation of the businesses carried on or proposed to be commenced by TJR and each Permit is valid, subsisting and in good standing and TJR is not in default or breach of any Permit, and no proceeding is pending or to the best of the knowledge of TJR, after due inquiry, threatened to revoke or limit any Permit;
- (o) TJR is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of TJR's knowledge, no such actions, suits or proceedings are contemplated or have been threatened other than the Heritage Action;
- (p) there are no judgments against TJR which are unsatisfied, nor are there any consent decrees or injunctions to which TJR is subject;
- (q) other than in connection with RTO Transaction or trading halts made in connection with or in contemplation of other RTO Transactions, no order ceasing, halting or suspending trading in securities of TJR nor prohibiting the sale of such securities has been issued to and is outstanding against TJR; and no investigations or proceedings for such purposes are pending or threatened;
- (r) TJR has filed all federal, provincial, local and foreign tax returns which are required to be filed, or have requested extensions thereof, and have paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;
- (s) TJR has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of TJR, except for taxes not yet due, and there are no audits of any of the tax returns of TJR, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of TJR;
- (t) TJR does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present,

or any person not dealing at “arm's length” (as such term is used in the Tax Act);

- (u) TJR has and will have filed all documents that are required to be filed under the continuous disclosure provisions of the Securities Acts, including annual and interim financial information, press releases disclosing material changes and material change reports;
- (v) the execution and delivery of this Agreement and the performance of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of TJR, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which TJR is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which TJR is bound;
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by TJR; or
 - (iii) violate any resolutions of the directors or shareholders of TJR;
- (w) TJR has not incurred and will not incur any liability for brokers or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement other than with respect to fees to the Sponsor;
- (x) TJR's constating documents are in the form contained in its minute book and no modifications or alterations have been proposed or approved by its shareholders;
- (y) upon their issuance, the TJR Consideration Shares, and the common shares issuable on exercise of the TJR Consideration Warrants, will be validly issued and outstanding as fully paid and non-assessable securities of TJR registered as directed by the DigiCrypts Shareholders, free and clear of all liens, charges or Encumbrances of any kind whatsoever;
- (z) upon their issuance, the TJR Consideration Warrants will be validly issued and outstanding securities of TJR registered as directed by the DigiCrypts Financing Shareholders;
- (aa) since its date of incorporation, TJR has not incurred any debts or liabilities, absolute contingent or otherwise except in the Shareholder Loans and accounts payables in the amount not exceeding \$10,000 and TJR has not granted any general security over its assets or security in any particular asset; and
- (bb) since its date of incorporation, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of TJR or any

damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or listing of TJR or the right or capacity of TJR to carry on its business.

7.2 Concerning DigiCrypts - In order to induce TJR to enter into this Agreement and complete its obligations hereunder DigiCrypts represents and warrants to TJR that,

- (a) DigiCrypts is a valid and subsisting corporation duly incorporated under the laws of the Province of Ontario;
- (b) DigiCrypts is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) DigiCrypts has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the Acquisition and related transactions and to carry out its obligations hereunder and this Agreement and the Acquisition have been duly authorized, or will have been prior to the Time of Closing, by all necessary shareholder and corporate action on the part of DigiCrypts, and the Agreement constitutes a valid and binding obligation of DigiCrypts in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;
- (d) DigiCrypts is in material compliance with all applicable laws, regulations and statutes in the jurisdictions in which it carries on business and which may materially affect it, has not received a notice of non-compliance, nor does it know of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and DigiCrypts is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of DigiCrypts or the business or legal environment under which each of DigiCrypts operates;
- (e) DigiCrypts has all Permits under all applicable laws and regulations necessary for the operation of the Business carried on or proposed to be commenced by it and each Permit is valid, subsisting and in good standing and DigiCrypts is not in material default or breach of any Permit, and no proceeding is pending or to the best of DigiCrypts's knowledge, threatened to revoke or limit any Permit;
- (f) DigiCrypts is a not party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of

DigiCrypts's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

- (g) there are no judgments against DigiCrypts which are unsatisfied, nor are there any consent decrees or injunctions to which DigiCrypts is subject;
- (h) the DigiCrypts Current Shares are validly issued and outstanding as fully paid and non-assessable common shares of DigiCrypts, free and clear of all trading restrictions (except as provided for herein), liens, charges or Encumbrances of any kind whatsoever; the DigiCrypts Financing Shares will, when issued, be validly issued and outstanding as fully paid and non-assessable common shares of DigiCrypts, free and clear of all trading restrictions (except as provided for herein), liens, charges or Encumbrances of any kind whatsoever;
- (i) DigiCrypts is not subject to any regulatory decision or order prohibiting or restricting transfer of its shares;
- (j) the books and records of DigiCrypts disclose all material financial transactions of DigiCrypts and such transactions have been fairly and accurately recorded;
- (k) there are no material liabilities of DigiCrypts, whether direct, indirect, absolute, contingent or otherwise, except as disclosed in the financial statements of DigiCrypts audited by its auditors, and disclosed in DigiCrypts's business records and related to the ordinary course of business;
- (l) all tax returns and reports of DigiCrypts required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of DigiCrypts have been paid;
- (m) adequate provision has been made for taxes payable by DigiCrypts for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by DigiCrypts;
- (n) DigiCrypts is not aware of any contingent tax liabilities of DigiCrypts of any kind whatsoever or any grounds which would prompt a reassessment of DigiCrypts;
- (o) DigiCrypts has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which each of them carries on business;

- (p) the execution and delivery of this Agreement and the performance of DigiCrypts's obligations under this Agreement will not:
- (i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of DigiCrypts, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which DigiCrypts is a party, or by which each one of them is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which each one of them is bound; or
 - (ii) to the best of its knowledge, result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind;
- (q) to the best of DigiCrypts's knowledge, information and belief, all documents and written information delivered by DigiCrypts or its representatives under this Agreement to TJR or its representatives are complete and correct in all material respects as of the date of this Agreement;
- (r) neither DigiCrypts, nor its management has withheld from TJR any material information necessary to enable TJR to make an informed assessment and valuation of the Business, assets and liabilities of DigiCrypts;
- (s) DigiCrypts is authorized to issue an unlimited number of common shares with no par value of which 191,000,000 DigiCrypts Shares are issued and outstanding as of the date hereof, and are validly issued, fully paid and non-assessable;
- (t) As of the date hereof, there are 20,000,000 DigiCrypts Financing Warrants issued and outstanding;
- (u) except for the DigiCrypts Financing and the DigiCrypts Financing Warrants issued as of the date hereof, there are no other options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute an obligation of DigiCrypts to issue any DigiCrypts Shares and, except the Acquisition, there are no options, agreements, rights of first refusal or other rights of any kind whatsoever to acquire all or any part of the DigiCrypts Shares or any interest in them from the DigiCrypts Shareholders or from any one of them with respect to DigiCrypts Shares; and
- (v) all of the material transactions of DigiCrypts have been promptly and properly recorded or filed in, or with, the books or records of DigiCrypts and the minute books of DigiCrypts contain all records of the meetings and proceedings of shareholders and directors of DigiCrypts since its incorporation.

7.3 Survival – The representations and warranties made by the parties under this Article 7 are true and correct as of the Time of Closing and shall be true and correct at the Time of

Closing as though they were made at that time, and should such not be the case, the parties to whom the representations and warranties were made shall be entitled, for a period of 24 months following the Closing, to seek remedy against that party for any such misrepresentation or breach of warranty. After the expiration of such 24-month period, no party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such 24-month period.

7.4 Limitations on Representations and Warranties – The parties shall not be deemed to have made any representation or warranty other than as expressly made in paragraphs 7.1, 7.2 and **Error! Reference source not found.** hereof.

7.5 Indemnification – TJR and TJR Major Shareholder shall indemnify and hold harmless DigiCrypts and the DigiCrypts Shareholders, and their respective directors, officers, employees, agents, representatives, shareholders, successors and permitted assigns against any and all losses incurred or sustained by them based upon or relating to the Heritage Action.

ARTICLE 8 **CLOSING**

8.1 Closing Date - The Closing shall take place at the Time of Closing at the offices of Chitiz Pathak LLP, 320 Bay Street, Suite 1600, Toronto, Ontario, M5H 4A6, or at such other time, date or place upon which the parties may mutually agree.

8.2 Deliveries by DigiCrypts – At the Time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 6, DigiCrypts shall deliver to TJR the following documents:

- (a) a certified true copy of the resolutions of the directors and, if necessary, the resolutions of shareholders evidencing that the board of directors and, if applicable, shareholders, have approved this Agreement and all of the transactions of DigiCrypts contemplated hereunder and the resolutions shall include specific reference to the sale and transfer of the DigiCrypts Shares from the DigiCrypts Shareholders to TJR as provided for in this Agreement;
- (b) the certificates or equivalents representing the DigiCrypts Shares;
- (c) a certified true copy of the statement of DigiCrypts that all of the conditions precedents for the transactions as contemplated under this Agreement shall have been fulfilled (unless waived by TJR in writing);
- (d) payment for \$100,000 for the partial repayment of Shareholder Loans;
- (e) such other materials that are, in the opinion of TJR acting reasonably, required to be delivered by DigiCrypts in order for them to meet their obligations under this Agreement.

8.3 Deliveries by TJR - At the Time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Article 6, TJR shall deliver to DigiCrypts:

- (a) the TJR Consideration Shares and the TJR Consideration Warrants, as applicable, duly registered in the name of the DigiCrypts Shareholders;
- (b) signed release and documents evidencing the forgiveness of the Shareholder Loan other than \$100,000;
- (c) all undertakings, Certificates, opinions and other documentation referred to in Section 6.3;
- (d) certificates or other documents of TJR, requested by, and in form and substance satisfactory to, DigiCrypts and its legal counsel acting reasonably, dated the Closing Date; and
- (e) evidence satisfactory DigiCrypts and their legal counsel, acting reasonably, of the completion of all corporate proceedings of TJR and all other matters which, in the reasonable opinion of counsel for DigiCrypts, are necessary in connection with the transactions contemplated by this Agreement.

ARTICLE 9

ORDINARY COURSE AND STAND STILL

9.1 Until the Time of Closing, none of DigiCrypts and TJR shall, without the prior written consent of the other parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and each party shall continue to carry on its Business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Closing, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any senior officer, in each case without the prior written consent of the other.

9.2 Standstill - From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, DigiCrypts and TJR will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any persons in connection with the acquisition or distribution of any securities of DigiCrypts or TJR, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of DigiCrypts or TJR, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other party hereto or is necessary to carry on the normal course of business.

9.3 TJR agrees that it will not issue from treasury any TJR shares or otherwise grant or issue any options, warrants or other securities convertible into TJR shares prior to the completion of the RTO Transaction or the expiration or termination of this Agreement without the prior approval of DigiCrypts.

9.4 DigiCrypts agrees that it will not, prior to the completion of the RTO Transaction or the expiration or termination of this Agreement, issue from treasury any DigiCrypts Shares or otherwise grant or issue any options, warrants or other securities convertible into DigiCrypts Shares other than in the DigiCrypts Financing, without the prior approval of TJR.

ARTICLE 10 **TERMINATION**

10.1 Subject to the terms and conditions of this Agreement, DigiCrypts or TJR shall, in its sole discretion, acting reasonably, have the right to terminate this Agreement, if it is not satisfied with the results of its due diligence in connection with the other party or parties, as the case may be, or as to the legal or tax consequences of concluding the transactions contemplated herein, provided notice of such termination is given to the other party on or before expiry of the Due Diligence Period.

10.2 If any of the conditions contained in Article 6Article 6 hereof shall not be fulfilled or performed by April 30, 2018 (the "**Termination Date**") or such other later date mutually agreed upon by the parties and such condition is contained in:

- (a) Section 6.1 hereof, any of the parties hereto may terminate this Agreement by written notice to the other parties;
- (b) Section 6.2 hereof, TJR may terminate this Agreement by written notice to DigiCrypts; or
- (c) Section 6.3 hereof, DigiCrypts may terminate this Agreement by written notice to TJR.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations under Article 5 and Section 11.2, all rights of specific performance against the terminating party shall terminate and, unless the terminating party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, including those provided for under Article 5 and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

10.3 If any of the parties hereto shall determine at any time prior to the Closing Date that it intends to refuse to consummate the Acquisition or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, the party shall so notify the other of them

forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

ARTICLE 11 **PUBLIC DISCLOSURE**

11.1 Restrictions on disclosure - No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any party without the prior written agreement of the other parties as to timing, content and method, provided that the obligations herein will not prevent any party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the parties hereto.

11.2 Confidentiality - Except with the prior written consent of the other parties, each of the parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party concerning any of TJR or the DigiCrypts Shareholders in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by applicable law. All such information in written or electronic form and documents will be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

ARTICLE 12 **POWER OF ATTORNEY**

The Share Exchange Agreements shall include a provision such that each of the DigiCrypts Shareholders shall nominate, constitute and appoint Chris Carl, Chief Executive Officer of DigiCrypts, as his/its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in his/its name, place and stead, to execute any and all documents, instruments and agreements relating to the Acquisition, including duly executed stock powers of attorney authorizing the transfer to TJR of DigiCrypts Shares held by each respective DigiCrypts Shareholder, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned DigiCrypts Shareholders might or could do in person.

ARTICLE 13 **GENERAL**

13.1 Time - Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this paragraph or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

13.2 Entire Agreement - This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

13.3 Independent Legal Advice. Each of the parties to this Agreement acknowledges and agrees that Chitiz Pathak LLP (“CP”) has acted as Canadian legal counsel to DigiCrypts only and not to any other party to this Agreement, and that CP has not been engaged to protect the rights and interests of any of the other parties, meaning the individual DigiCrypts Shareholders, TJR, or the TJR Major Shareholder.

13.4 Further assurances - The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing.

13.5 Amendments - No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

13.6 Notices - Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To DigiCrypts or the DigiCrypts Shareholders:

DigiCrypts
77 King Street West, Suite 2905
P.O. Box 121
Toronto, Ontario, M5K 1H1

Attention: Chris Carl, President
Email: chriscarl@rogers.com

With a copy to:

Chitiz Pathak LLP
320 Bay Street, Suite 1600
Toronto, Ontario, M5H 4A6

Attention: Josh Arbuckle
Email: jarbuckle@chitizpathak.com

To TJR:

TJR Coatings Inc.
31 Sunset Trail
Toronto, Ontario M9M 1J4

Attention: Edward Murphy, CEO & CFO
Email: elm_grove@hotmail.com

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this paragraph, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

13.7 Assignment - This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

13.8 Governing law - This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby irrevocably and unconditionally attorn to the jurisdiction of the Courts of Ontario.

13.9 Counterparts - This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

13.10 Severability - If any one or more of the provisions contained in this agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this agreement would fail in its essential purpose.

13.11 Number and Gender - Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

13.12 Enurement— This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

TJR COATINGS INC.

“Edward Murphy”

Per: _____

Name: Edward Murphy

Title: President and Director

I have authority to bind the corporation

TJR MAJOR SHAREHOLDER

“Robert Salna”

Name: Robert Salna

**2618249 ONTARIO CORP (DBA “DigiCrypts
Blockchain Solutions”)**

“Chris Carl”

Per: _____

Name: Chris Carl

Title: President

I have authority to bind the corporation

SCHEDULE "A"
DIGICRYPTS SHAREHOLDERS

[REDACTED]