

Prime Blockchain Inc.
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Verdun, Québec
H3E 0C8

CONFIDENTIAL

June 17, 2019

Potbotics Inc. /a Ryah
205 East 42nd Street, 14th Floor
New York, New York 10017

Attention: Greg Wagner Chief Executive Officer

Dear Sir:

Re: Reverse Takeover and CSE Listing with Ryah

This letter agreement ("**Letter Agreement**") sets out our mutual understanding of the basic terms and conditions upon which Prime Blockchain Inc. ("**Acquiror**") will, directly and indirectly, acquire all of the issued and outstanding securities of Potbotics Inc. o/a Ryah ("**Ryah**" or "**TargetCo**"). The Acquiror is a "reporting issuer" in the provinces of Alberta, British Columbia and Quebec (collectively, the "**Reporting Provinces**"), and it is intended that the Transaction (as defined herein) will result in a reverse take-over of the Acquiror by TargetCo and its securityholders and the listing of the shares of the combined company (the "**Resulting Issuer**") on the Canadian Securities Exchange ("**CSE**") as of the effective time of the Transaction.

The acceptance of this Letter Agreement will be followed by the negotiation of definitive documentation (the "**Transaction Documents**") setting forth the detailed terms of the Transaction and containing the terms and conditions set out in this Letter Agreement and such other terms and conditions as are customary for transactions of the nature and magnitude contemplated herein. All documentation shall be in form and content satisfactory to each of Acquiror and TargetCo each acting reasonably.

Subject to the conditions set forth herein the terms of this Letter Agreement are intended to create binding obligations on the parties hereto.

Terms of Transaction and Related Matters

1. Subject to the terms hereof, Acquiror and TargetCo will enter into a business combination transaction (the "**Transaction**"). It is currently anticipated that the Transaction will occur as follows:
 - (a) Pre-Transaction Acquiror Share (as defined herein) will be consolidated and exchanged for a new class of subordinate voting common shares of the Acquiror to be created ("**Pubco Common Shares**") if required to ensure the Resulting Issuer will be a "foreign private issuer" as defined in Rule 405 under the United States Securities Act of 1933 immediately following the Closing.

- (b) Ryah will issue subscription receipts (the “**Subscription Receipts**”) or common shares (each a “**Ryah Share**”) to certain Canadian investors in a private placement financing (the “**Concurrent Financing**”); and
 - (c) Ryah stock options, warrants and other convertible securities will be adjusted such that, upon exercise or conversion, the holder will receive Pubco Common Shares on an economically equivalent basis.
- 2. Notwithstanding Section 1, the parties agree that the final structure of the Transaction is subject to receipt of final tax, corporate and securities law advice for both Acquiror and Ryah.
- 3. Acquiror’s anticipated capitalization immediately prior to the Closing Date (as hereinafter defined) is as set forth at Schedule “A”.
- 4. It is understood that the authorized share capital of Acquiror consists of an unlimited number of common shares without nominal or par value (the “**Pre-Transaction Acquiror Shares**”) of which, prior to giving effect to any exercises of share purchase warrants, immediately prior to the Closing Date, on a pre-consolidation basis, 21,000,000 Pre-Transaction Acquiror Shares and 18,000,000 share purchase warrants (the “**Acquiror Warrants**”) will be issued and outstanding. Acquiror will have no convertible securities outstanding as at the Closing Date other than the Acquiror Warrants.
- 5. The Acquiror agrees, from the date hereof until the earlier of the termination of this Letter Agreement and the completion of the Transaction, not to carry on any business except as is required to maintain its status as a reporting issuer in good standing in the Reporting Provinces, or as otherwise required in connection with the transactions contemplated in this Letter Agreement.
- 6. Prior to the closing of the Transaction, the Acquiror will seek shareholder approval by way of calling and holding meeting(s) of its shareholders in accordance with applicable corporate and securities laws to complete the Transaction, which will include:
 - (a) a change of its name to such name as may be requested by TargetCo and acceptable to the applicable regulatory authorities;
 - (b) the creation of a new class of Super-Voting Shares class and a new class of subordinate voting Pubco Common Shares;
 - (c) the consolidation and exchange of its issued and outstanding Pre-Transaction Acquiror Shares for Pubco Common Shares on a basis that results in the holders of Pre-Transaction Acquiror Shares holding, in the aggregate, after completion of the consolidation, Pubco Common Shares having a value of CDN\$1,050,000, such valuation determined on the basis of the actual, as opposed to targeted, per share value of the Concurrent Financing;
 - (d) the expansion of the Resulting Issuer board of directors to five members, and the election of five directors designated by Ryah and acceptable to the CSE; and
 - (e) such other matters as Ryah may reasonably request in connection with the completion of the Transaction.
- 7. Pursuant to the Transaction, the holders of all Ryah Shares and Subscription Receipts (collectively, the “**Exchanged Securities**”) will, directly or indirectly, exchange their Exchanged Securities for Pubco Common Shares on a 1:7.5 basis (the “**Exchange Ratio**”). Since the amount of shares

outstanding of Ryah is 81 369 949, the total amount of shares issued by the acquiror will be 610 274 610 before the concomitant financing. The deemed issue price for each Pubco Common Share so issued shall be the price of the Concurrent Financing, or such other price as permitted by governing regulatory bodies, including without limitation, the CSE.

8. The parties acknowledge that Ryah will be undertaking a best efforts financings to be completed on or prior to the Closing Date of Ryah Shares or Subscription Receipts for aggregate gross proceeds of approximately \$2 million at a target price of \$0.75 per Ryah Share or Subscription Receipt.
9. Ryah shall forthwith commence the preparation of financial statements as required by the CSE and applicable securities law, which will include audited annual financial statements for its most recently completed two fiscal years (as applicable) and if, and as required, interim financial statements for its most recently completed interim period following its most recently completed fiscal year, all as reviewed by the auditors of Ryah as the case may be, and as required by, and in accordance with, applicable securities regulations and the regulations of the CSE. Additional financial statements may be required for any significant acquisitions completed by Ryah.
10. Upon closing of the Transaction, the board of the Resulting Issuer shall be reconstituted in accordance with the instructions of Ryah and all directors and officers of the Acquiror shall resign and be replaced by nominees of TargetCo, in a manner that complies with the requirements of the CSE and applicable securities and corporate laws.

Conditions Precedent

11. The implementation of this Letter Agreement and the completion of the Transaction shall be subject to the following conditions precedent being satisfied prior to the Closing Date:
 - (a) Conditions precedent for the benefit of Acquiror:
 - (i) receipt of all required approvals and consents for the Transaction and all related matters and for the Transaction Documents, including without limitation:
 - A. the receipt of all requisite approvals of Acquiror's and TargetCo's securityholders, as required by the CSE or applicable corporate or securities laws;
 - B. the approval of the CSE for the Transaction and the listing of the Pubco Common Shares in connection therewith, including those issuable upon redemption, exchange or conversion of convertible securities; and
 - C. the approval of any third parties from whom Ryah must obtain consent;
 - (ii) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Ryah, financial or otherwise, between the date hereof and the completion of the Transaction;
 - (iii) the parties shall have entered into Transaction Documents substantially consistent with the terms of this Letter Agreement and in form and substance satisfactory to the Acquiror, acting reasonably;

(iv) there being no legal prohibition against consummation of the Transaction.

(b) Conditions Precedent for the Benefit of Ryah:

- (i) receipt of all required approvals and consents to both the Transaction and all related matters, including without limitation:
 - A. the receipt of all requisite approvals of Acquiror's and TargetCo's securityholders, as required by the CSE or applicable corporate or securities laws; and
 - B. the approval of the CSE for the Transaction and the listing of the Pubco Common Shares in connection therewith, including those issuable upon redemption, exchange or conversion of convertible securities; and
- (ii) each of the Pubco Common Shares issued in connection with the Transaction shall be issued as fully paid and non-assessable shares in the capital of the Acquiror, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those imposed under applicable US securities law, and those applicable under Canadian securities law to "control distributions";
- (iii) the parties shall have entered into Transaction Documents substantially consistent with the terms of this Letter Agreement and in form and substance satisfactory to Ryah, acting reasonably;
- (iv) nominees of Ryah shall have been duly elected or appointed, as applicable, as the board of directors and management of the Resulting Issuer as of the time of closing of the Transaction;
- (v) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Acquiror, financial or otherwise, between the date hereof and the completion of the Transaction, except for the expenditure of funds required to maintain its status as a reporting issuer in good standing in the Reporting Provinces, or as otherwise required in connection with the transactions contemplated in this Letter Agreement;
- (vi) all liabilities of Acquiror showing on its unaudited February 28, 2019 balance sheet or incurred since that date shall have been eliminated, and upon closing of the Transaction, the Acquiror shall have minimum working capital of \$nil;
- (vii) there being no legal prohibition against consummation of the Transaction;
- (viii) all officers and members of management of Acquiror shall have delivered resignations in form and substance acceptable to TargetCo, acting reasonably, and no termination, severance or other fees shall be payable to any such officers or members of management of Acquiror in connection with such resignations;
- (ix) the Support Agreements (as defined herein) shall have been entered into in accordance with Section 13(b) and complied with in all material respects;

- (x) Acquiror shall have outstanding no more than 21,000,000 Pre-Transaction Acquiror Shares and 18,000,000 Acquiror Warrants (pre-consolidation).
- (c) Conditions Precedent and Right of Waiver:
 - (i) The conditions precedent set out in Sections 11(a) are inserted for the sole benefit of Acquiror and the conditions precedent set out in Section 11(b) are inserted for the sole benefit of TargetCo. Either of the parties may refuse to proceed with the closing of the Transaction if the conditions precedent inserted for its or their benefit are not fulfilled to its or their reasonable satisfaction prior to the Closing Date, and, except for Section 16, it shall incur no liability to any other party by reason of such refusal.
 - (ii) The said conditions precedent, where not otherwise required by law, may be waived in whole or in part by the party or parties for whose benefit they are inserted in that party's or those parties' absolute discretion. No such waiver shall be of any effect unless it is in writing signed by the party or parties granting the waiver.

Standstill and Agreement to Support Transactions

12. Ryah hereby agrees from the date hereof until the Termination Date (as hereinafter defined):

- (a) not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of securities or any other form of transaction inconsistent with completion of the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction, except as required by statutory law;
- (b) to use its reasonable commercial efforts to complete the Transaction and to not take any action contrary to or in opposition to the Transaction, except as required by statutory law;
- (c) to use its reasonable commercial efforts to obtain any third parties approvals required in respect of the Transaction; and
- (d) to cooperate fully with Acquiror and to use all reasonable commercial efforts to otherwise complete the Transaction, unless such cooperation and efforts would subject Acquiror to liability or would be in breach of applicable statutory and regulatory requirements.

13. Acquiror hereby agrees from the date hereof until the Termination Date:

- (a) not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of securities or any other form of transaction inconsistent with completion of the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction, except as required by statutory law;
- (b) to use its commercially reasonable efforts to obtain voting support agreements with Ryah (collectively, the "**Support Agreements**"), in a form as reasonably agreed to by Ryah, from securityholders of Acquiror who, legally or beneficially own, or exercise control or

discretion over, directly or indirectly, in aggregate at least 80% of the outstanding Pre-Transaction Acquiror Shares entitled to be voted at the special meeting, in each case pursuant to which such parties will, among other things, agree (i) to vote their Pre-Transaction Acquiror Shares in favour of the Transaction and related matters; and (ii) not to trade their Pre-Transaction Acquiror Shares for a period of time subsequent to the Closing Date to be agreed upon with such securityholders;

- (c) to use its reasonable commercial efforts to complete the Transaction and to not take any action contrary to or in opposition to the Transaction, except as required by statutory law;
- (d) not to issue any debt or equity or other securities that would cause its representations and warranties contained herein to be inaccurate, other than upon the exercise of the Acquiror Warrants, without the prior written consent of TargetCo;
- (e) not to carry on any business except as contemplated herein;
- (f) not to declare or pay any dividends or distribute any of Acquiror's property or assets to shareholders;
- (g) not to alter or amend Acquiror's articles or by-laws except as contemplated herein;
- (h) to use its reasonable commercial efforts to obtain any third parties approvals required in respect of the Transaction; and
- (i) to cooperate fully with TargetCo and to use all reasonable commercial efforts to otherwise complete the Transaction, unless such cooperation and efforts would subject Acquiror to liability or would be in breach of applicable statutory and regulatory requirements.

Closing

14. The Parties agree to use their best efforts to effect the closing of the Transaction on a date (the "**Closing Date**") that is no more than five (5) business days following the satisfaction or waiver of all the conditions to closing set out in the Transaction Documents, including for greater certainty the conditions set out in this Letter Agreement.

Access to Information

15. Upon acceptance of this Letter Agreement and until the earlier of the completion of the Transaction or the Termination Date, each party will allow the other and its respective authorized representatives, including legal counsel and consultants, access to all information, books or records relevant for the purpose of the transactions contemplated herein. Each party hereto agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing party.

Expenses

16. Each party hereto shall be responsible for its own costs and expenses incurred with respect to the transactions contemplated herein including, without limitation, all costs and expenses incurred prior to the date of this Letter Agreement and all reasonable legal and accounting fees and disbursements relating to preparing the Transaction Documents or otherwise relating to the transactions contemplated herein. Notwithstanding the foregoing, the parties agree that TargetCo

and its counsel shall be primarily responsible for preparation of all documentation and filings in connection with the Transaction and the payment of all related costs and fees, including, without limitation, the Transaction Documents, all shareholder meetings and the application to the CSE for the listing of the Pubco Common Shares following completion of the Transaction, while Acquiror and its counsel shall perform a review function and cooperate and assist in the preparation of such documentation and required filings; however, each party shall permit the other party and its counsel to review the preparation of all documentation to be sent to shareholders of such party or otherwise used in connection with the approval of the Transaction by the shareholders of such party and the CSE.

Closing and Good Faith Negotiations

17. Acquiror and TargetCo agree to proceed diligently and in good faith to negotiate and settle the terms of the Transaction Documents for execution, and to complete all transactions contemplated herein as soon as possible.

Confidentiality

18. No disclosure or announcement, public or otherwise, in respect of this Letter Agreement or the transactions contemplated herein or therein will be made by any party without the prior agreement of the other party as to timing, content and method, hereto, provided that the obligations herein will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law or the rules and policies of the CSE.
19. Unless and until the transactions contemplated in this Letter Agreement have been completed, except with the prior written consent of the other party or as required by law, each of the parties hereto and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable law.
20. All such information in written form and documents will be returned to the party originally delivering them in the event that the transactions provided for in this Letter Agreement are not consummated.

Termination

21. This Letter Agreement shall terminate with the parties having no obligations to each other, other than in respect of the cost and expense provisions contained in Section 16, the confidentiality provisions contained in Sections 18, 19 and 20, on the day (the "**Termination Date**") on which the earliest of the following events occurs:
 - (a) written agreement of the parties to terminate the Letter Agreement;
 - (b) by either party upon 10 days' written notice to the other party (the "**Receiving Party**") in the event of a material breach of the terms hereof by the Receiving Party;
 - (c) any applicable regulatory authority having notified in writing either Acquiror or Ryah that it will not permit the Transaction to proceed;

- (d) securityholders of TargetCo or Acquiror not approving the Transaction or related matters necessary to complete the Transaction in accordance with all applicable law and the regulations of the CSE; or
- (e) the Transaction is **not** completed on or before December 31, 2019.

Miscellaneous

- 22. This Letter Agreement, the Transaction Documents and other agreements contemplated herein and therein, if entered into, shall be governed in all respects, including validity, interpretation and effect, by laws of Ontario and the undersigned hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario in respect of any matter arising hereunder or in connection herewith.
- 23. All dollar amounts expressed herein are in Canadian currency, unless otherwise specified.
- 24. This Letter Agreement will be binding upon, and will enure to the benefit of and be enforceable by the parties hereto and their respective successors, executors and administrators. No assignment of this Letter Agreement will be permitted without the written consent of the other party.
- 25. This Letter Agreement may be executed and evidenced by a facsimile or PDF email copy thereof and all such counterparts or facsimile or PDF counterparts shall constitute one document.

[Signature Page Follows.]

If the terms of this Letter Agreement are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us by facsimile to the attention of the undersigned.

Yours very truly

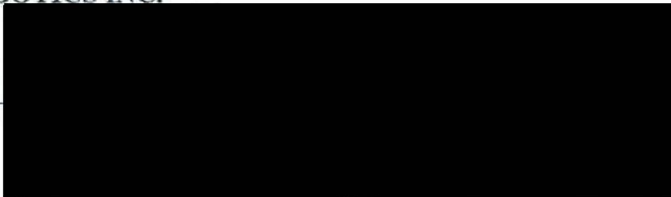
PRIME BLOCKCHAIN INC.



THE TERMS OF THIS LETTER AGREEMENT are hereby accepted as of the ____ day of ____, 2019.

POTBOTICS INC.

Per: _____



SCHEDULE "A"
PRIME BLOCKCHAIN SHARE CAPITALIZATION

Pre-Consolidation

Common Shares: Not more than 21,000,000
Warrants: 18,000,000 with an exercise price of \$0.20 expiring 24 months after closing date.

Options:

#	Issue Date	Expiry Date ⁽¹⁾	Exercise Price
1 200 000	January 3, 2018	January 3, 2023	\$0.10
645 000	August 21, 2018	August 21, 2023	\$0.10
2 055 000	May 23, 2019	May 23, 2024	\$0.10
300 000	July 15, 2019	July 15, 2024	\$0.10

Total: 4 200 000

Notes: (1) Options may be exercised no later than 1 year following cessation of the optionee's position with Prime Blockchain.

Post-Consolidation

Common Shares: Not more than 10,500,000
Warrants: 9,000,000 with an exercise price of \$0.40 expiry up to 24 months after closing date.

Options:

Options:

#	Issue Date	Expiry Date ⁽¹⁾	Exercise Price
600 000	January 3, 2018	January 3, 2023	\$0.20
322 500	August 21, 2018	August 21, 2023	\$0.20
1 017 500	May 23, 2019	May 24, 2024	\$0.20
150 000	July 15, 2019	July 15, 2024	\$0.20

Total: 2 100 000

Notes: (1) Options may be exercised no later than 1 year following cessation of the optionee's position with Prime Blockchain