

December 18, 2017

**CANADIAN DATA PRESERVE INC.**  
Suite 1140, 1185 West Georgia Street  
Vancouver, British Columbia  
V6E 4E6

**DO SOME MARKETING BLOCK CORP CANADA INC.**  
Suite 2200, 885 West Georgia Street  
Vancouver, British Columbia  
V6C 3E8

Dear Sirs/Mesdames:

**Re: Asset Purchase Agreement (the "Purchase Agreement") dated December 18, 2017, between BLOCKCORP SOCIEDAD ANONIMA (the "Vendor"), CANADIAN DATA PRESERVE INC. (the "Purchaser"), and DO SOME MARKETING BLOCK CORP CANADA INC. ("DSMBC Canada").**

This letter, together with the attached schedules, constitutes the Disclosure Letter referred to and defined in the Purchase Agreement between the Vendor, the Purchaser and DSMBC Canada dated as of the date hereof. The purpose of this Disclosure Letter is to disclose to the Purchaser and DSMBC Canada in the attached schedules the various assets that form the Vendors' Assets. This Disclosure Letter constitutes an integral part of the Purchase Agreement.

All capitalized terms used in this Disclosure Letter shall have the meaning attributed thereto in the Purchase Agreement. This Disclosure Letter shall be governed by and construed in all respects in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Yours truly,

**BLOCKCORP SOCIEDAD ANONIMA**

Per:

  
\_\_\_\_\_  
Authorized Signatory

### DIGITAL CURRENCY ASSETS

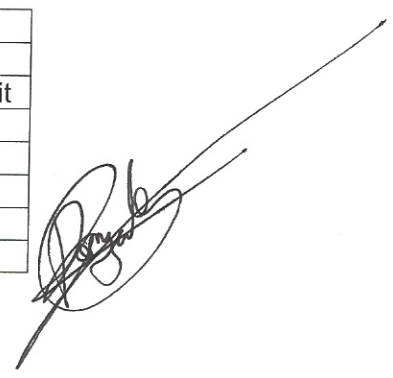
- An amount of the digital currency PURA, having a fair value of not less than US\$3,500,000 as of the Closing Date, calculated using the spot price from the most liquid exchange for PURA.

### INTELLECTUAL PROPERTY

- All intellectual property associated with the software platforms operated by the Vendor (collectively, the "**Platform**"), including all underlying software code, and all restrictive covenants and trade secrets associated with the Platform.
- All works of authorship including computer programs, whether in source code or in executable code form, architecture and documentation, inventions (whether or not patentable), discoveries and improvements, databases, data compilations and collections and technical data, methods, processes and schematics associated with the Platform.
- All rights to modify, and license the Platform to third parties, at the sole discretion of the Purchaser, and as the Purchaser may see fit.

### INFORMATION TECHNOLOGY

Quantity	Description
77	Baikal Quadruple Miner 900 MH/s X11 / quark / qubit
65	Baikal Quadruple Miner 2000 MH/s X11 / quark / qubit
4	Server Racks
2	Air Extractors
26	Power Units
7	Switches
1	Router Switch

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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 18th day of December, 2017.

AMONG:

**BLOCKCORP SOCIEDAD ANONIMA**, a corporation having an address at San Jose-Escazu San Rafael, Ciento Cincuenta Metros Sur De Perimercados, Costa Rica

(the "**Vendor**")

AND:

**DO SOME MARKETING BLOCK CORP CANADA INC.**, a corporation having an address at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8

("DSMBC Canada")

AND:

**CANADIAN DATA PRESERVE INC.**, a corporation having an address at Suite 1140, 1185 West Georgia Street, Vancouver, British Columbia, V6E 4E6

(the "**Purchaser**")

**WHEREAS** the Vendor is in the business of managing blockchain based transaction verification systems and developing digital currency assets in Costa Rica;

**AND WHEREAS** the Vendor has agreed to sell and assign certain assets of the Vendor to DSMBC Canada for the purposes of developing a marketing and payment processing system based on digital currency;

**AND WHEREAS** DSMBC Canada desires to assign the right to acquire these assets from the Vendor, such that they can be acquired by the Purchaser on the terms and subject to the conditions provided in this Agreement;

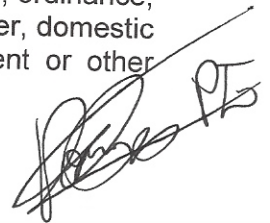
**THEREFORE** in consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this agreement (the "**Agreement**") the parties agree with the others as follows:

### 1. Interpretation

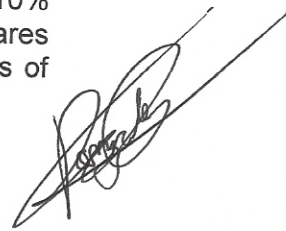
#### 1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise specifically provided:

- (a) "**Applicable Law**" means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter, whether or not having the force of law.



- (b) **"Business day"** means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by law to be closed in Vancouver, British Columbia;
- (c) **"Closing Date"** means the date that is the fifth (5) Business Day following receipt of the Exchange Approval, or such other date as may be agreed upon in writing by the Vendor and the Purchaser;
- (d) **"Consideration Shares"** has the meaning ascribed to such term by Section 2.3 of this Agreement;
- (e) **"Digital Currency Assets"** means the digital currency inventory assets of the Vendor listed in the Disclosure Letter;
- (f) **"Disclosure Letter"** means the confidential disclosure letter to this Agreement dated as at the Closing Date describing the Vendors' Assets and certain other information pertaining to the Vendor as set forth herein;
- (g) **"Encumbrance"** means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:
  - (i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, execution, 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) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); and
  - (v) any agreement to create, or right capable of becoming, any of the foregoing;
- (h) **"Escrow Agreement"** means an escrow agreement entered into between the Purchaser, the Vendor and Computershare Trust Company of Canada, or such other escrow agent as may be acceptable to the Purchaser in its sole discretion, in the form prescribed by the policies of the Exchange, pursuant to which the Consideration Shares will be subject to restrictions on resale, such that 10% will be released from escrow on the date on which the Consideration Shares commence trading on the Exchange, followed by six subsequent releases of 15% every six months thereafter;

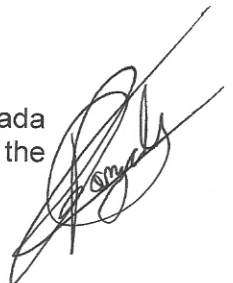
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- (i) **"Exchange"** means the Canadian Securities Exchange;
- (j) **"Exchange Approval"** means the acceptance by the Exchange of this Agreement and the transactions contemplated herein;
- (k) **"Governmental Authority"** means any federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;
- (l) **"Intellectual Property"** means all rights, title, interest and benefit of the Vendor in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, patent rights, trade-marks, certification marks and industrial designs, applications for any of the foregoing, trade names, business names, trade secrets and know-how, instruction manuals, inventions, software platforms, formulae, calculations, processes, prototypes, technology and marketing rights and other agreements or instruments relating to any of the foregoing, that are owned by the Vendor and used in connection with the Vendors' Assets, all of which are described in the Disclosure Letter;
- (m) **"Information Technology"** means all computer hardware, software (including source code and object code, documentation, interfaces and development tools), databases, telecommunications equipment and other information technology systems owned, used or held by or pertaining to the Vendor in connection with the Vendors' Assets, all of which are described in the Disclosure Letter;
- (n) **"Order"** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.
- (o) **"Person"** means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization or Governmental Authority;
- (p) **"Share Consolidation"** means a consolidation of the outstanding common share capital of the Purchaser on the basis of five (5) pre-consolidation common shares for every one (1) post-consolidation common share;
- (q) **"Tax"** or **"Taxes"** means all taxes, duties, fees, premiums, assessments, levies and other charges of any kind whatsoever imposed by any taxing or other Governmental Authority, together with all interest, penalties and fines in respect thereof; and
- (r) **"Vendors' Assets"** means the Information Technology, the Intellectual Property and the Digital Currency Assets.

## 2. Purchase and Sale of Assets

### 2.1 Purchased Assets

Subject to the Purchaser acquiring all of the outstanding share capital of DSMBC Canada through a share exchange transaction, the Vendor hereby sells, assigns and transfers to the



Purchaser, and the Purchaser hereby purchases from the Vendor, the Vendors' Assets on the Closing Date.

## 2.2 Excluded Assets

The Vendors' Assets do not and will not include property and assets of the Vendor not specifically listed in the Disclosure Letter. For greater certainty, the Vendors' Assets do not include any amounts relating to revenue, or receivables, or liabilities accrued by the Vendor or any amounts which may be due and owing to the Vendor.

## 2.3 Consideration

The aggregate purchase price for the Vendors' Assets shall be \$4,125,000, which amount shall be satisfied through the issuance of 82,500,000 common shares in the capital of the Purchaser as constituted following completion of the Share Consolidation (the "**Consideration Shares**") issuable to the Vendor in accordance with the terms of this Agreement and at a deemed price of \$0.05 per share.

## 2.4 Resale Restrictions Applicable to Consideration Shares

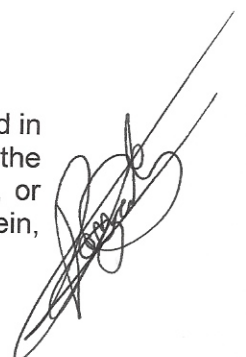
The Vendor hereby acknowledges that the Consideration Shares will be subject to hold periods and resale restrictions prescribed by applicable securities laws, and that these hold periods will restrict the ability of the holders to trade the Consideration Shares. In addition to any resale restrictions prescribed by applicable securities laws, the Consideration Shares will be subject to escrow in accordance the policies of the Exchange and the terms of the Escrow Agreement. It is anticipated that the Consideration Shares will be released from the terms of the Escrow Agreement in accordance with the following schedule:

Escrow Release Deadline	Number of Consideration Shares
Upon the Consideration Shares commencing trading on the Exchange (the " <b>Initial Release Date</b> ")	8,250,000
6 months following the Initial Release Date	12,375,000
12 months following the Initial Release Date	12,375,000
18 months following the Initial Release Date	12,375,000
24 months following the Initial Release Date	12,375,000
30 months following the Initial Release Date	12,375,000
36 months following the Initial Release Date	12,375,000
<b>Total Consideration Shares</b>	<b>82,500,000</b>

The Vendor further acknowledges that any certificates evidencing the Consideration Shares issued under this Agreement may be legended to reflect the application of these hold periods and resale restrictions.

## 2.5 Full Disclosure

No representation or warranty by the Vendor in this Agreement and no statement contained in the Disclosure Letter or any certificate or other document furnished or to be furnished to the Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.



No representation or warranty by the Purchaser in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to the Vendor pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

### **3. Representations and Warranties of the Vendor**

The Vendor hereby represents and warrants to the Purchaser, as at the Closing Date, as follows, with the intent that the Purchaser has relied on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

#### **3.1 Capacity to Sell**

The Vendor is a corporation duly incorporated, validly existing and in good standing under the laws of Costa Rica. The Vendor has the power and capacity to own and dispose of the Vendors' Assets, and to enter into this Agreement and carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement.

#### **3.2 Authority to Sell**

The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Vendor and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate actions on the part of the Vendor and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

#### **3.3 Sale Will Not Cause Default**

Neither the execution nor delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement will violate any of the terms and provisions of the constating documents of the Vendor, any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Vendor or any of the Vendors' Assets.

#### **3.4 Assets**

- (a) The Vendor is the beneficial owner of, and has good and marketable title to, all of the Vendors' Assets free and clear of all Encumbrances.
- (b) The Information Technology that makes up part of the Vendors' Assets:
  - (i) is in good operating condition and repair;
  - (ii) is adequate for the uses to which it is being put;
  - (iii) is not in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost;
  - (iv) is free from material defects or deficiencies; and
  - (v) does not contain any disabling mechanisms or protection features which are designed to disrupt or prevent the use of the Information



Technology, including computer viruses, time locks or any code, instruction or device that may be used without authority to access, modify, delete or damage any of the Information Technology.

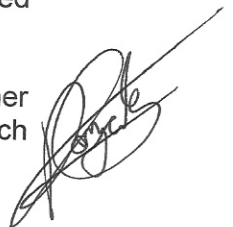
- (c) With respect to the Intellectual Property:
  - (i) the execution and delivery of this Agreement and the completion and performance of the transactions and obligations contemplated by or contained in this Agreement will not breach, violate or conflict with any instrument or agreement governing any Intellectual Property right, and will not cause the forfeiture or termination of any Intellectual Property right;
  - (ii) there are no pending or to the Vendors' knowledge threatened, claims or litigation contesting the validity, ownership or right to use, sell, license or dispose of any of the Intellectual Property, nor is there any basis for such claim, nor has the Vendor received any notice asserting that any Intellectual Property right of the Vendor conflicts with the rights of any party, nor is there any basis for such assertion; and
  - (iii) there are no royalties, honoraria, fees or other payments payable by the Vendor to any Person by reason of the ownership, use, license, sale or disposition of any of the Intellectual Property;
- (d) There is no agreement, contract, option, commitment or other right in favour of, or held by, any Person other than the Purchaser to acquire any of the Vendors' Assets, or to possess any of the Vendors' Assets.
- (e) The Vendor has, and is now, using the Vendors' Assets in compliance with all applicable laws, statutes, bylaws, decrees, rulings, orders, judgments and regulations of each jurisdiction in which the Vendors' Assets are located.

### **3.5 Litigation**

- (a) There are no current, pending and, to the Vendors' knowledge, threatened, actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions and investigations, or other proceedings, of, by, against, or relating to any of the Vendors' Assets. To the Vendors' knowledge, there is no basis for any other action, claim, demand, lawsuit, prosecution, assessment, arbitration, investigation or other proceeding which, if pursued, would likely have an adverse effect on the Vendors' Assets.
- (b) There is no appropriation, expropriation or seizure of any of the Vendors' Assets that is pending or to the knowledge of the Vendor that has been threatened.

### **3.6 Effect of Transaction**

- (a) Neither the execution and delivery of this Agreement nor the completion and performance of the transactions and obligations contemplated by or contained in this Agreement will:
  - (i) give any Person the right to terminate or cancel any contractual or other right of the Vendor or to remove any of the Vendors' Assets where such

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termination, cancellation or removal would have an adverse effect on any of the Vendors' Assets;

- (ii) result in the creation of any Encumbrance on any of the Vendors' Assets or in a breach of or a default under any agreement giving a third party security against any of the Vendors' Assets or in the crystallization of any floating charge on any of the Vendors' Assets; or
  - (iii) result in a breach or contravention of or default under any provision of any permit, contract, authority, certificate, consent, statute, regulation, bylaw, order, ruling, decision, arbitration award, judgment, decree or law to which the Vendor is a party or by or to which the Vendor or any of the Vendors' Assets are bound or are subject, which could have an adverse effect on the Vendors' Assets or which could impair the legality or enforceability of this Agreement or the transactions contemplated by this Agreement, or require the consent of any Person.
- (b) There is no authorization, license, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority, court, board or arbitrator that is required for the execution or delivery by the Vendors of this Agreement, or the completion or performance by the Vendors of any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement against the Vendors.

#### **4. Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants to the Vendor as follows, as at the Closing Date, with the intent that the Vendor has relied on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

##### **4.1 Status of the Purchaser**

The Purchaser is a corporation duly incorporated, validly existing and in good standing with respect to the filing of annual reports in accordance with the *Business Corporations Act* (British Columbia), and has the power and capacity to enter into this Agreement and carry out its terms to the full extent.

##### **4.2 Corporate Authorization**

The execution, delivery and performance by the Purchaser of this Agreement:

- (a) has been duly authorized by all necessary corporate action on their part;
- (b) does not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of (i) any contracts or instruments to which the Purchaser is a party, or (ii) the constating documents of the Purchaser; and
- (c) does not and will not result in a breach or a violation of any Applicable Law.



#### **4.3 Required Authorizations**

Other than the Exchange Approval, and the completion of certain filings required pursuant to *National Instrument 45-106 – Prospectus Exemptions* there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any approval or authorization of, any governmental authority as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement.

#### **4.4 Required Consents**

There is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any approval, authorization or consent, other than shareholder approval, of any person or entity who is a party to a contract binding on or affecting the Purchaser, as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement.

#### **4.5 Litigation**

There are currently no actions, suits or proceedings by any person or entity, nor any arbitration, administrative or other proceeding by or before (or to the knowledge of Purchaser, any investigation by) any governmental authority, pending or, to the knowledge of the Purchaser, threatened against the Purchaser.

#### **4.6 Compliance**

The Purchaser is conducting their business in compliance with all applicable laws in all material respects.

#### **4.7 Purchaser Shares**

- (a) The authorized share capital of the Purchaser consists of an unlimited number of common shares, of which 15,638,667 common shares have been duly issued in accordance with Applicable Law and are outstanding as fully paid and non-assessable shares in the capital of the Purchaser prior to giving effect to the Share Consolidation.
- (b) The Purchaser has a sufficient number of common shares authorized for issuance to complete the transactions contemplated by this Agreement. The issuance of the Consideration Shares as contemplated by this Agreement has been duly authorized in accordance with this Agreement, and when issued in accordance with the terms of this Agreement will be validly issued, fully paid and non-assessable.

#### **4.8 Financial Statements**

All financial statements of the Purchaser publicly released and disclosed have been prepared in accordance with IFRS applied on a basis consistent with financial statements of previous years and periods, as the case may be, and present fairly and accurately the assets, liabilities (whether accrued, absolute, contingent or otherwise), revenues, earnings, results of operations and financial condition of the Purchaser, on a consolidated basis, as of the date and for the periods presented therein.

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#### **4.9 Conduct of Business**

Since the date of the last annual financial statements of the Purchaser filed on www.sedar.com, there has not been any material adverse change in the business carried on by the Purchaser, or in the assets of the Purchaser.

#### **4.10 Ordinary Course**

The business of the Purchaser has been carried on in the ordinary course since the date of the last annual financial statements of the Purchaser filed on www.sedar.com.

### **5. Survival of Representations, Warranties and Covenants**

#### **5.1 Vendors' Representations, Warranties and Covenants**

All representations, warranties, covenants and agreements made by the Vendor in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing on the Closing Date and any investigation at any time made by or on behalf the Purchaser, and shall continue in full force and effect for the benefit of the Purchaser for a period of twelve (12) months.

#### **5.2 Purchasers' Representations, Warranties and Covenants**

All representations, warranties, covenants and agreements made by the Purchaser in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Vendor, and shall continue in full force and effect for the benefit of the Vendor for a period of twelve (12) months.

### **6. Conditions Precedent**

#### **6.1 Conditions Precedent for the Benefit of the Vendor**

Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of the Vendor, each of which may be waived by the Vendor in its sole discretion:

- (a) The Purchaser shall have completed the acquisition of all of the outstanding share capital of DSMBC Canada through a share exchange transaction.
- (b) The Purchaser shall have completed the Share Consolidation.
- (c) The representations and warrants of the Purchaser contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (d) The Vendor shall have received a certificate signed by a director or senior officer of each of the Purchaser confirming that all representations and warranties of the Purchaser contained herein are true and correct as of the Closing Date.
- (e) The Exchange Approval having been received, and the Purchaser having received the approval of its shareholders, if required by the Exchange.

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- (f) The Purchaser shall be satisfied that there has been no material adverse change or development in the condition of Vendors' Assets.
- (g) All of the covenants and obligations of the Purchaser to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.

## **6.2 Conditions Precedent for the Benefit of the Purchaser**

Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of the Purchaser, each of which may be waived by the Purchaser in its sole discretion:

- (a) The Exchange Approval having been received, and the Purchaser having received the approval of its shareholders, if required by the Exchange.
- (b) DSMBC Canada having completed a working capital loan to the Purchaser for gross proceeds of not less than \$700,000, on terms acceptable to the Purchaser, acting reasonably.
- (c) The Vendor having entered into the Escrow Agreement.
- (d) The Digital Currency Assets having a fair value of not less than US\$3,500,000, as of the Closing Date, calculated using the spot price from the most liquid exchange for the applicable digital currency being valued.
- (e) The Purchaser shall have completed the acquisition of all of the outstanding share capital of DSMBC Canada through a share exchange transaction.
- (f) The Purchaser shall be satisfied that there has been no material adverse change or development in the condition of the Vendors' Assets.
- (g) The representations and warranties of the Vendor contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (h) The Purchaser shall have received a certificate signed by a senior officer of the Vendor confirming that all representations and warranties of the Vendor contained herein are true and correct as of the Closing Date.
- (i) All of the covenants and obligations of the Vendor to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.

## **7. Closing**

### **7.1 Conduct Before Closing**

From the date hereof until the Closing Date, the Vendor shall use best efforts to maintain the Vendors' Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear on any physical assets.



## 7.2 Closing Date and Place

Closing of the acquisition of the Vendors' Assets will take place on the Closing Date following satisfaction of the conditions to closing set forth herein. In the event the Closing Date does not occur on or before March 31, 2018, either the Purchaser or the Vendor shall have the right to terminate this Agreement in its entirety on written notice, following which the parties will have no further liabilities or obligations owing in accordance with the terms of this Agreement.

## 7.3 Vendors' Deliveries

At the Closing Date, the Vendor shall deliver the following to the Purchaser:

- (a) all deeds of conveyance, bills of sale, transfers and assignments appropriate to effectively vest a good and marketable title to the Vendors' Assets in the Purchaser, and to convey control of the Digital Currency Assets forming part of the Vendors' Assets to the Purchaser, to the extent contemplated by this Agreement;
- (b) the Information Technology, and any other physical assets forming part of the Vendors' Assets, to a location within Costa Rica specified by the Purchaser, and at the expense of the Purchaser;
- (c) certified copies of resolutions of the shareholders of the Vendor approving the completion of the transactions contemplated by this Agreement including, without limitation, the sale of the Vendors' Assets, and the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Vendor pursuant to this Agreement in such form and content as the Purchaser may require, acting reasonably; and
- (d) such further and other documentation as is referred in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

The Vendor acknowledges that the Purchaser intends to establish a subsidiary in Costa Rica and lease facilities for the purposes of housing the Information Technology. In the event such a subsidiary and facilities are not yet established at the time of Closing, the Vendor agrees that they will hold the Information Technology in trust for the benefit of the Purchaser until such time as the facility is established. During this intervening period, the Purchaser shall have all such rights to the Information Technology as though it was the registered owner of the Information Technology, shall be responsible for all costs and expenses associated with maintaining the Information Technology in good working order, and shall indemnify and hold harmless the Vendor for any liabilities which it may incur as a result of physically holding the Information Technology during this period.

## 7.4 Purchasers' Deliveries

On the Closing Date the Purchaser will deliver to the Vendor evidence of the deposit of the Consideration Shares under the Escrow Agreement, in accordance with Section 2.4 hereto, in a form acceptable to the Vendor acting reasonably.



**8. Restrictions on Competition**

Following the Closing Date, and for a period of thirty-six months thereafter, the Vendor covenants that they will not, without the written consent of the board of directors of the Purchaser, directly or indirectly carry on any business activities which involve payment processing systems utilizing digital currencies.

**9. Confidentiality**

Except with the prior written consent of the disclosing party, 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 the strictest confidence, except where such information is available to the public or is required to be disclosed in accordance with applicable law. No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein, will be made by either party without the prior agreement of the other parties as to timing, content and method, provided that the obligations herein shall not prevent any party from making, after consulting with the other parties, such disclosure as its counsel advises is required by applicable law or the policies of the Exchange.

**10. Standstill**

Each of the parties agrees that during such time as this Agreement remains in effect and until the Closing Date, except for activities undertaken in connection with the transactions contemplated herein and the acquisition of DSMBC Canada by the Purchaser, neither party will permit any of its officers, directors, employees, consultants or agents to directly or indirectly solicit, discuss, encourage or accept any offer for the takeover of either party, the acquisition of a controlling interest in either party, or the disposition of any material asset of either party, whether as a primary or back-up offer, or take any other action with the intention or reasonably foreseeable effect of leading to a transaction contrary in intent to the transactions contemplated by this Agreement.

**11. Conduct of Business**

During such time as this Agreement remains in effect, and prior to the Closing Date, each of the parties will operate their respective businesses in a prudent and business-like manner in the ordinary course and in a manner consistent with past practices.

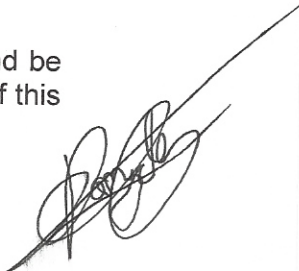
**12. General**

**12.1 Further Assurances**

Each of the parties shall execute and deliver such further documents and do such further acts and things as may be reasonably required from time to time, either before, on or after the Closing Date, to carry out the full intent and meaning of this Agreement and to assign to the Purchaser good and valid title to the Vendors' Assets, free and clear of all Encumbrances, if necessary.

**12.2 Notices**

All notices required or permitted to be given under this Agreement will be in writing and be personally delivered to the address of the intended recipient set forth on the first page of this



Agreement or at such other address, fax number, or email address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

### **12.3 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement or in the ancillary agreements and documents delivered in connection herewith. For greater certainty, this Agreement supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties, in respect of the subject matter of this Agreement.

### **12.4 Amendment**

No amendment of this Agreement will be binding unless made in writing by all of the parties to this Agreement.

### **12.5 Assignment**

This Agreement may not be assigned by any party without the prior written consent of the other parties hereto, which consent may be arbitrarily withheld, provided that the Purchaser may, in their sole discretion, assign this Agreement to a subsidiary or affiliate company.

### **12.6 Time of the Essence**

Time will be of the essence of this Agreement.

### **12.7 Costs and Expenses**

Each party will bear its own expenses in connection with this Agreement and completion of the transactions contemplated herein, including, without limitation, the costs and expenses of all attorneys, bankers, accountants and agents employed by such party.

### **12.8 Applicable Law**

This Agreement shall be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the courts of the Province of British Columbia shall have the exclusive jurisdiction over this Agreement and any claim or dispute arising under it.

### **12.9 Successors and Assigns**

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

### **12.10 Headings**

The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name, possibly "R. Smith".

### **12.11 Counterparts**

This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax, email, or any other form of electronic transmission.

### **12.12 Gender, Number and Other Terms**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders, "or" is not exclusive and "including" is not limiting, whether or not non-limiting language (such as "without limitation") is used with reference thereto.

### **12.13 Statutes**

Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.

### **12.14 Currency**

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

*[Signature Page to Follow]*


A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'J.M.' or similar.



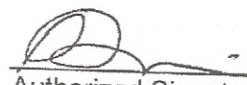
*[Signature Page to the Asset Purchase Agreement]*

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

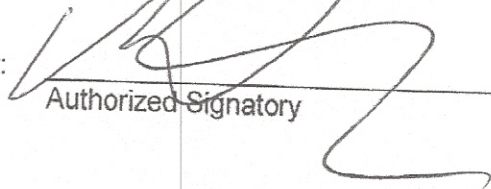
**BLOCKCORP SOCIEDAD ANONIMA**

Per:   
Authorized Signatory

**DO SOME MARKETING BLOCK CORP CANADA INC.**

Per:   
Authorized Signatory

**CANADIAN DATA PRESERVE INC.**

Per:   
Authorized Signatory