

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “**Agreement**”) is made as of the 7th day of May, 2023 “Effective Date”

BETWEEN:

Mobilum Technologies Inc. (the “**Seller**”): 1050-1040 West Georgia St., Vancouver, British Columbia. V6E 4H1, represented by Steven LaBella, CEO

- and -

TTP Limited (the “**Purchaser**”), legal entity code: 116780, address: [REDACTED], represented by the Director, Wojciech Andrzej Kaszycki

RECITALS:

- A. The Seller is the beneficial and registered owner of common shares in the capital of Mobilum Pay (a polish limited liability company, registration number **KRS 0000871351, REGON 387639618, NIP 5252844237**, its registered seat Plac Powstańców Warszawy 2, 00-030 Warszawa, Poland) (the “**Subject Shares**”); and
- B. The Seller wishes to sell, and the Purchaser wishes to purchase the Subject Shares.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Purchase and Sale

The Seller hereby sells, assigns and transfers and the Purchaser hereby purchases all of the Seller’s rights, benefits and entitlements in and to the Subject Shares on the terms and conditions contained herein effective on (the “**Closing Date**”), being the day after the Special Meeting of the Shareholders of the Seller, (the “**Special Meeting**”) at which the transaction contemplated in this Agreement shall be put forth for approval by the Shareholders. The Special Meeting is tentatively scheduled for June 12, 2023 but shall be no later than June 30, 2023. For the avoidance of doubt this Agreement is binding as of the Effective Date.

Purchase Price: The purchase price of the Subject Shares shall be **US\$250,000.00** (the “**Consideration**”) for all (**100%**) of the Subject Shares.-The Consideration shall be satisfied by the payment by the Purchaser to the Seller of the amount of US\$70,000.00 upon signing of this Agreement as a “Deposit” followed by ten (10) monthly payments of US\$18,000.00 each. Monthly payments shall be paid at the end of each subsequent month, with the first payment 30 days from Closing Date. The Deposit will be treated as a loan to the Seller until the Closing Date. At Closing the Loan will be converted onto the first installment of the Consideration. If for any reason the Conditions to Close are not fulfilled by the Closing Date the Loan will be returned to the Purchaser.

Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser that:

- 1.1 the Seller has the power and capacity to enter into, and to perform its obligations under this Agreement;

- 1.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of and/or on behalf of the Seller;
- 1.3 this Agreement and all agreements executed in connection therewith are valid and binding obligations of the Seller, enforceable in accordance with their terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies; and
- 1.4 the Seller is the holder of the Subject Shares and has good and marketable title to the Subject Shares and the full legal right, power and authority to sell and transfer the Subject Shares to the Purchaser free and clear of all liens, charges, encumbrances and adverse claims.

2. Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller that:

- 2.1 the Purchaser has the power and capacity to enter into, and to perform its obligations under this Agreement;
- 2.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of and/or on behalf of the Purchaser; and
- 2.3 this Agreement and all agreements executed in connection therewith are valid and binding obligations of the Purchaser, enforceable in accordance with their terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies.

3. Survival

The representations and warranties of the Seller and the Purchaser will survive for a period of 12 months from the Closing Date.

4. Indemnity

The Purchaser shall indemnify and save the Seller harmless for and from any loss, damages or deficiencies suffered by the Seller as a result of any breach of any representation or warranty on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, including all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

Except for any claim arising from the Purchaser's failure to make payments as required under this Agreement, the Seller hereby waives, releases, and discharges any and all claims, demands, actions, causes of action, and rights, whether known or unknown, that the Seller may have against the Purchaser, its successors, and assigns, relating to or arising out of the sale of the Subject Shares or any other matter contemplated by this Agreement. This waiver and release are intended to be a full and complete release of the Purchaser from any and all liability, related to the transaction contemplated in this Agreement and the Seller acknowledges that it has not relied on any representations, warranties, or statements made by the Purchaser, other than as expressly set forth in this Agreement, in deciding to enter into this Agreement and to waive and release any claims as set forth in this Section.

The Seller represents and acknowledges the loans due to the company controlled by the former CEO of the Seller, as indicated in the financial statements of the Seller as of November 30, 2022, under Section 16, 'Related Party Transactions', and acknowledges that the purchase of the Subject Shares arising from this

Agreement does not in any way extinguish such obligation, and the Seller represents and warrants that it shall fulfill its payment obligations in accordance with the existing terms of such loans.

The Purchaser acknowledges that the Seller makes no representations or warranties as to the assets, liabilities, obligations or contractual rights of Mobilum Pay, or the nature of its business activities as of the Closing Date. The Purchaser agrees that, as of the Closing Date, it shall assume and be solely responsible for all debts, and obligations of every kind and nature of Subject Shares, whether arising prior to or after the Closing Date, and regardless of whether such liabilities or obligations are known or unknown, accrued or contingent, or otherwise. The Purchaser shall indemnify and hold harmless the Seller, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, and liabilities arising from or related to any breach or nonfulfillment by the Purchaser of any such obligations or liabilities assumed by the Purchaser hereunder or which may accrue to such parties as a result of the activities of Mobilum Pay prior to or after the Closing Date.

5. Conditions to Closing

The completion of the closing of the transactions contemplated herein will be subject to the satisfaction or waiver by the parties of the following conditions:

- 5.1 all consents and approvals having been obtained with respect to the transactions contemplated hereby; and
- 5.2 all documentation having been entered into in respect of the transactions contemplated hereby.

6. Closing Procedure

On the Closing Date, the following shall occur:

- 6.1 the Seller shall execute and deliver to the Purchaser all such documents, certificates and instruments and do all such other acts and things as the Purchaser may consider necessary or desirable, acting reasonably, to effectively transfer and assign the Subject Shares to the Purchaser and to deliver possession thereof to the Purchaser;
- 6.2 the Purchaser shall execute and deliver to the Seller all such documents, certificates and instruments and do all such other acts and things as the Seller may consider necessary or desirable, acting reasonably, to effectively transfer and assign the Subject Shares to the Purchaser; and
- 6.3 the Purchaser shall issue the Consideration to the Seller.

7. Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, including to execute or deliver any and all documents required by Canmore Renaissance Corp. to effect the purchase and sale contemplated herein, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

8. Successors and Assigns

No party may assign its right or benefits under this Agreement without the prior written consent of the other party hereto. The provisions of this Agreement shall enure to the benefit of and be binding on the parties hereto and their successors and assigns, respectively.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

10. Counterparts

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Mobilum Technologies Inc.

By: /s/ Steven LaBella
Name: Steven LaBella
Title: CEO

TTP Limited

By: /s/ Wojciech Andrzej Kaszycki
Name: Wojciech Andrzej Kaszycki
Title: Director

FOR AND IN CONSIDERATION OF the payment of US\$1.00 by the Seller to the undersigned, the undersigned does hereby guarantee all obligations of the Purchaser set forth in this Agreement, including payment of the Consideration to the Seller, and agrees that the undersigned is jointly and severally liable for such obligations with the Purchaser.

/s/ Wojciech Andrzej Kaszycki
Wojciech Andrzej Kaszycki