

MOBILUM TECHNOLOGIES INC.

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
to be held on June 15, 2023**

MANAGEMENT INFORMATION CIRCULAR

This management information circular (the “**Information Circular**”) is furnished to the holders (the “**Shareholders**”) of Common Shares without par value (the “**Common Shares**”) of **MOBILUM TECHNOLOGIES INC.** (the “**Company**”) in connection with the solicitation of proxies by the management of the Company for use at the special (the “**Meeting**”) of the Shareholders of the Company to be held on Thursday, June 15, 2023 at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment thereof.

The enclosed instrument of proxy (the “**Proxy**”) is solicited by the management of the Company. The solicitation will be primarily by mail, however, proxies may be solicited personally or by telephone by the regular officers and employees of the Company. The cost of solicitation will be borne by the Company. Unless otherwise stated, this Information Circular contains information as at May 16, 2023. References in this Information Circular to the Meeting include any adjournment or postponement thereof and, unless otherwise indicated in this Information Circular, all references to “\$” are to Canadian dollars.

Shareholders should not construe the contents of this Information Circular as legal, tax or financial advice and should consult with their own professional advisors in considering the relevant legal, tax, financial or other matters contained in this Information Circular.

If you hold Common Shares through a broker, investment dealer, bank, trust company, nominee or other intermediary (collectively, an “**Intermediary**”), you should contact your Intermediary for instructions and assistance in voting and surrendering the Common Shares that you beneficially own.

This Information Circular and other proxy-related materials are not being sent to registered or beneficial owners using the Notice-and-Access procedures contained in National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”). The Company will not deliver the proxy solicitation materials directly to the non-objecting Beneficial Shareholders (“**NOBOs**”).

The Company does not intend to pay for intermediaries to deliver proxy-related materials or Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to the objecting beneficial owners of Common Shares (“**OBOs**”) and as such, OBOs will not receive such materials unless their intermediary assumes the costs thereof (OBOs and NOBOs are herein collectively referred to as the “**Non-Registered Shareholders**”). See also “*Proxy Related Information – Advice to Non-Registered Shareholders*” in this Information Circular.

PROXY RELATED INFORMATION

Appointment of Proxy

Those Shareholders desiring to be represented at the Meeting by proxy must complete and deposit their proper Form of Proxy to the Company’s transfer agent, Odyssey Trust Company, 323 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2, Attention: Proxy Department (the “**Transfer Agent**”), in the enclosed self-addressed envelope. In order to be valid, proxies must be received by the Transfer Agent at least forty-eight (48) hours, excluding Saturdays, Sundays and statutory holidays in British Columbia, prior to the Meeting or any adjournment thereof. A proxy must be executed by the Shareholder or by his duly appointed attorney authorized in writing, or if the Shareholder is a Company, under its seal or by an officer or attorney thereof duly authorized. A proxy is valid only at the Meeting in respect of which it is given or any adjournment or postponement of the Meeting.

The Company may refuse to recognize any instrument of proxy deposited in writing or by the internet received later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment or postponement thereof.

The persons named in the enclosed Form of Proxy are officers and/or directors of the Company and each is a management designee (collectively, the “Management Designees**”). Management Designees will vote in favour of the matters specified in the Notice of Meeting and all other matters proposed by management at the Meeting. Each Shareholder submitting a proxy has the right to appoint a person, who need not be a Shareholder, to represent him/her or it at the Meeting other than the Management Designees. A Shareholder may exercise this right by inserting the name of the desired representative in the blank space provided in the Form of Proxy or**

by completing another Form of Proxy and, in either case, depositing the completed proxy to the Transfer Agent, at the place and within the time specified above for the deposit of proxies.

Revocability of Proxy

A Shareholder who has given a proxy has the power to revoke it at any time prior to the exercise thereof. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing signed by the Shareholder or by the Shareholder's attorney authorized in writing, and either: (a) delivered to the Transfer Agent at the place specified above at any time up to and including the last business day preceding the day of the Meeting or any adjournment or postponement thereof, or (b) deposited with the Chairman of the Meeting prior to the commencement of the Meeting or any adjournment or postponement thereof.

Advice to Non-Registered Shareholders

The information in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold their Common Shares in their own name. Shareholders who do not hold their shares in their own name, referred to in this Information Circular as "Beneficial Shareholders", are advised that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms).

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The Form of Proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the Form of Proxy provided directly to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered shareholder should enter their own names in the blank space on the Form of Proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

Voting

Registered Shareholders may vote in person (via Zoom conference ONLY) at the Meeting or may give another person authority to vote at the Meeting on their behalf by appointing a proxyholder. Please vote, sign, date and return the enclosed proxy in the envelope provided to Odyssey Trust Company, 323 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2, Attention: Proxy Department or fax: 1 (800) 517-4553 so that it arrives no later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the time of the Meeting or any adjournment or postponement thereof.

You may also cast your vote using the internet through the website of the Company's transfer agent at www.odysseytrust.com. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

All references to Shareholders in this Information Circular and the accompanying Form of Proxy and Notice of

Meeting are to Shareholders of record, unless specifically stated otherwise.

Voting by Proxyholder

The Common Shares represented by the enclosed proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice on the Proxy with respect to any matter to be acted upon, the shares will be voted accordingly. **In the absence of any such instructions, such shares will be voted IN FAVOUR of the matters set forth in the Notice of Meeting and in this Information Circular.**

If any amendment or variation to matters identified in the Notice of Meeting is proposed at the Meeting or any adjournment or postponement thereof, or if any other matters properly come before the Meeting or any adjournment or postponement thereof, the enclosed proxy, when properly signed, confers discretionary authority to vote on such amendments or variations or such other matters according to the best judgment of the appointed proxyholder. As at the date of this Information Circular, the management of the Company is not aware of any amendments or variations or other matters to come before the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Voting Rights

The authorized share capital of the Company consists of an unlimited number of voting Common Shares and an unlimited number of non-voting preferred shares (“**Preferred Shares**”) without nominal or par value. As at the date of this Information Circular, there are 164,964,738 Common Shares currently issued and outstanding and no Preferred Shares issued and outstanding. Shareholders of the Record Date are entitled to receive notice of and attend and vote at the Meeting.

Each Shareholder will be entitled to one vote at the Meeting for each Common Share held by them on the Record Date.

Record Date

The record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting or any adjournment or postponement thereof is May 11, 2023 (the “**Record Date**”).

Only Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting. **To the extent a Shareholder transfers the ownership of any of its Common Shares after the Record Date and the transferee of those Common Shares establishes that it owns such Common Shares and requests, at least ten (10) days before the Meeting, that the transferee’s name be included in the list of Shareholders entitled to vote at the Meeting, such transferee shall be entitled to vote such Common Shares at the Meeting.**

Voting Thresholds Required for Approval

In order to approve a motion at the Meeting which requires disinterested Shareholder approval, common shares held by Shareholders of the Company who have an interest in the resolution will be excluded from the count of votes cast on such motion.

Principal Holders of Voting Securities

To the knowledge of the directors and senior officers of the Company, as of the date of this Circular, no other person owns, directs, or controls, directly or indirectly, 10% or more of the issued and outstanding Common Shares, other than as disclosed below:

Name of Shareholder	Number of common shares ⁽¹⁾	Percentage of Issued and Outstanding ⁽²⁾
Blockcorp Sociedad Anonima	24,454,500	14.8%
Wojciech Kaszycki ⁽³⁾	24,860,449	15.1%

(1) The information as to Common Shares beneficially owned, controlled or directed, not being within the knowledge of the Company, has been obtained by the Company on www.sedi.ca.

(2) On a non-diluted basis.

(3) Mr. Kaszycki is a director of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Board, the only matters to be brought before the Meeting are those matters set forth in the Notice of Meeting.

Transaction

On May 7, 2023, the Company entered into a share purchase agreement (the “**Purchase Agreement**”) with TTP Limited (the “**Purchaser**”) whereby the Purchaser will purchase from the Company all of the issued and outstanding shares of Mobilum Pay Sp. Z o.o, legal entity code 0000871351, address UL. PLAC Powstancow Warsawy 2, 00- 030, Warsaw, Poland (“**Mobilum Pay**”), representing a 100% interest in Mobilum Pay, pursuant to the terms and conditions of the Purchase Agreement attached as Schedule “A; hereto (the “**Transaction**”).

Wojciech Kaszycki, Chairman of the Company’s Board, is CEO of Mobilum Pay and is a director and shareholder of the Purchaser.

Pursuant to the Transaction, the Company shall sell 100% of the issued and outstanding shares in the capital of Mobilum Pay to the Purchaser in consideration of payments of an aggregate US\$250,000, of which US\$70,000 was paid upon signing of the Purchase Agreement as a “Deposit” and shall be followed by ten (10) monthly payments of US\$18,000 each.

Mobilum Pay owns 12,500 units of shares, representing a 100% interest, in UAB Mobilum Tech, legal entity code 306247099, seat address A. Mickevičiaus str.56-2, Kaunas, Lithuania (“**Mobilum Tech**”).

The Transaction represents a disposition of substantially all of the assets of the Company and, as result, is subject to the approval of Shareholders pursuant to section 301 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”). Following completion of the Transaction, the Company will no longer have any interest in Mobilum Pay and Mobilum Tech. These organizations represent the primary operations of the organization built to enable online fiat to crypto transactions, a service known as onramping. The operating parameters for onramping, servicing the global crypto market, especially its deemed future capacity, is viewed to have significantly diminished since its early inception.

Management of the Company is undertaking the Transaction in light of their emergent view of current Mobilum Pay operations as well as its operational environment. Increased regulatory concerns and costs, increased operational expenses to serve the Company’s core market and a diminished investor appetite combined with exceptional competitive pressures have led management to seek measures to reallocate and preserve resources. In management’s view, Mobilum’s European assets, consisting of Mobilum Pay and its subsidiary Mobilum UAB, are better divested from the public entity on a go forward basis. Given mounting operating liabilities associated with these subsidiaries compounded by increasing regulatory oversight, management has negotiated what it believes to be most the favourable terms to the organization and its shareholders, which include a cash contribution of US\$250,000 plus the assumption of associated liabilities. It is also management’s view that failure to execute these terms would impede the Company’s ability to continue the operations of Mobilum Pay on an ongoing basis.

While resources and capital have been invested into the development and growth of Mobilum Pay historically, operational losses continue to accumulate. Additional capital is necessary to support losses along with continued development if Mobilum Pay is going to continue operations in the near term. The Company has determined, in the context of the current market, that additional capital is not available to support the operations of Mobilum Pay on commercially attractive terms. As a result, a transaction which allows the Company to divest itself of historical liabilities and future operational losses as well as realize a net cash gain was determined to be in the best interests of the Company at this time.

Following completion of the Transaction, management will seek to restructure and recapitalize the Company in order to allow it to pursue alternative transactions and activities. Following the transaction, the company will continue to develop its payment technologies, solutions and services focusing on high value opportunities such as bill payment services in the United States.

Dissenting Shareholders' Rights under the BCBCA

Registered Shareholders who wish to dissent should take note that strict compliance with the dissent procedures of the BCBCA is required.

The following description of the rights of dissenting shareholders to dissent in respect of the Transaction is not a comprehensive statement of the procedures to be followed by a dissenting shareholder and is qualified in its entirety by the reference to the full text of Division 2 of Part 8 of the BCBCA, which is attached to this Circular as Schedule "B". A Shareholder who intends to exercise the dissent rights should carefully consider and comply with the provisions of Division 2 of Part 8 of the BCBCA. Failure to strictly comply with the provisions of the BCBCA and to adhere to the procedures set out therein, may result in the loss of all rights thereunder.

A Registered Shareholder is entitled, in addition to any other right such registered shareholder may have, to dissent and to be paid by the Company the fair value of the Common Shares held by such Registered Shareholder in respect of which such registered shareholder dissents, determined immediately before the Transaction Resolution (as hereinafter defined) is passed, excluding any appreciation or depreciation in anticipation of the Transaction unless exclusion would be inequitable.

Beneficial Shareholders who wish to dissent with respect to their Common Shares should be aware that only Registered Shareholders are entitled to dissent with respect to them. A Registered Shareholder such as an intermediary who holds Common Shares as nominee for Beneficial Shareholders, some of whom wish to dissent, must exercise dissent rights on behalf of such Beneficial Shareholders with respect to those shares held for those respective beneficial shareholders. In such case, the Notice of Dissent (as hereinafter defined) should set forth the number of Common Shares it covers.

A Registered Shareholder who wishes to dissent must send a written notice of dissent (the "**Notice of Dissent**") objecting to the Transaction Resolution (as hereinafter defined) to the Company at Suite 700, 838 W Hastings Street, Vancouver, British Columbia, V6C 0A6 by 10:00 a.m. (Pacific Standard Time) on Tuesday, June 13, 2023, two business days prior to the Meeting. The Notice of Dissent must set out the number of Common Shares held by the dissenting shareholder.

The delivery of a Notice of Dissent does not deprive such dissenting shareholder of its right to vote at the Meeting, however, a vote in favour of the Transaction Resolution (as hereinafter defined) will result in a loss of its dissent rights. A vote against the Transaction Resolution (as hereinafter defined), whether in person or by proxy, does not constitute a Notice of Dissent, but a Shareholder need not vote its Common Shares against the Transaction Resolution (as hereinafter defined) in order to object. Similarly, the revocation of a proxy conferring authority on the proxy holder to vote in favour of the Transaction Resolution (as hereinafter defined) does not constitute a Notice of Dissent in respect of the Transaction Resolution (as hereinafter defined), but any such proxy granted by a Shareholder who intends to dissent should be validly revoked in order to prevent the proxy holder from voting such shares in favour of the Transaction Resolution (as hereinafter defined). A vote in favour of the Transaction Resolution (as hereinafter defined), whether in person or by proxy, will constitute a loss of the corresponding shareholder's dissent rights. However, a Registered Shareholder may vote as a proxy holder for another shareholder whose proxy required an affirmative vote, without affecting the right of the proxy holder to exercise dissent rights.

If the Transaction Resolution (as hereinafter defined) is approved at the Meeting or at an adjournment thereof, the Company is required to deliver to each dissenting shareholder a notice (the "**Notice of Intention**") stating that the Company intends to effect the Transaction, and advising the dissenting shareholder that if it intends to proceed with exercising its dissent rights, it must deliver to the Company, within one month of the date of the Notice of Intention, a written statement that such dissenting shareholder requires the Company to purchase all of its dissenting shares, together with any share certificates representing such dissenting shares. If dissent rights are being exercised by someone other than the beneficial owner of the shares, this written statement must be signed by such beneficial owner.

A dissenting shareholder delivering such written statement will be deemed to have sold to the Company all of its dissenting shares and the Company will be deemed to have purchased those dissenting shares. A dissenting shareholder who has delivered such written statement may not vote, or exercise or assert any rights of a shareholder, in respect of the dissenting shares, other than under Division 2 of Part 8 of the BCBCA.

The Company and a dissenting shareholder may agree on the amount of the payout value of the dissenting shares or if no agreement has been reached, the dissenting shareholder or the Company may apply to the courts of British

Columbia for adjudication, where such court may:

- determine the payout value of the dissenting shares of those dissenting shareholders who have not entered into an agreement with the Company, or order that such value be established by arbitration or by reference to the registrar, or a referee, of the court;
- join in the application each dissenting shareholder, who has not agreed with the Company on the amount of the payout value of the dissenting shares; and
- make consequential orders and give directions as it considers appropriate.

Promptly after the payout value of the dissenting shares has been agreed or determined, as the case may be, the Company must pay to the dissenting shareholder the payout value with respect to its dissenting shares.

The Company may not make a payment to a dissenting shareholder under Division 2 of Part 8 of the BCBCA if there are reasonable grounds for believing that the Company is or would after the payment be unable to pay its debts as they become due in the ordinary course of its business. In such event, the Company will notify each dissenting shareholder that the Company is unable lawfully to pay dissenting shareholders for their dissenting shares, in which case a dissenting shareholder may, by written notice to the Company within 30 days after receipt of such notice, withdraw its Notice of Dissent, in which case the Company will be deemed to consent to the withdrawal and such shareholder will be reinstated with full rights as a shareholder of the Company. If a dissenting shareholder does not withdraw its Notice of Dissent, such dissenting shareholder retains a status as a claimant against the Company, to be paid as soon as the Company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Company but in priority to the shareholder of the Company.

If a dissenting shareholder fails to strictly comply with the requirements of the dissent rights set out in the BCBCA, it will lose its dissent rights and the Company will return to the dissenting shareholder the certificates representing the dissenting shares that were delivered to the Company, if any, and if the Transaction is completed, that dissenting shareholder will be deemed to have participated in the Transaction on the same basis as any non-dissenting shareholder of the Company.

If a dissenting shareholder strictly complies with the requirements of the dissent rights, but the Transaction is not completed, the Company will return to the dissenting shareholder the certificates delivered to the Company by the dissenting shareholder, if any.

Shareholders of the Company should consult their legal advisors with respect to the legal rights available to them in relation to the Transaction and the dissent rights.

The Transaction Resolution

Shareholders will be asked to pass the following resolution (the “**Transaction Resolution**”), approving completion of the Transaction, as a Special Resolution of disinterested shareholders. The votes of all Common Shares beneficially owned, controlled or directed Wojciech Kaszycki will be excluded from the Transaction Resolution.

“BE IT RESOLVED THAT:

1. the Company is hereby authorized to complete the transaction (the “**Transaction**”) contemplated by the share purchase agreement (the “**Purchase Agreement**”) entered into between the Company and TTP Limited, including the disposition of all of the share capital of the Company’s wholly-owned subsidiary, Mobilum Pay Sp. Z o.o.;
2. any one officer or director of the Company is authorized, for and on behalf of the Company, to execute and deliver any such amendments to the terms of the Purchase Agreement which may be deemed to be necessary, in the sole discretion of such officer or director, in order to give effect to the Transaction;
3. notwithstanding the passage of this special resolution by the shareholders of the Company, the directors of the Company, in their sole discretion and without further notice to or approval of the shareholders of the Company, may decide not to proceed with the Transaction or otherwise give effect to this special resolution; and
4. any one officer or director of the Company is authorized, for and on behalf of the Company, to execute and deliver such documents and instruments and to take such other actions as such officer or director

may determine to be necessary or advisable to implement this resolution and the matters authorized hereby.”

Management recommends that Shareholders approve the Transaction Resolution. Notwithstanding the approval of the Transaction Resolution by Shareholders, the directors will have the authority, in their sole discretion, to implement or revoke the Transaction Resolution, without further approval from the Shareholders, and subject to the terms of the Purchase Agreement. If the Transaction Resolution is not approved by Shareholders, the Transaction will not be completed.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the Transaction Resolution.

OTHER MATTERS TO BE ACTED UPON

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment thereof. The management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice. Should any other matters properly come before the Meeting, the shares represented by the Proxies solicited hereby will be voted on such matter in accordance with the best judgment of the persons voting by Proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Copies of the Company's Financial Statements and Management Discussion and Analysis may be obtained without charge upon request from the Company by emailing kpladson@mobilum.com.

DIRECTOR APPROVAL

The contents of this Information Circular and the sending thereof to the Shareholders of the Company have been approved by the Board.

DATED this 16th day of May, 2023.

MOBILUM TECHNOLOGIES INC.

“Steven Labella”

Steven Labella
Chief Executive Officer

SCHEDULE "A"
PURCHASE AGREEMENT

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], [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

SCHEDULE "B"

PART 8, DIVISION 2 - DISSENT PROCEEDINGS OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

BCBCA Section 237 - 247 Dissent Rights Division

2 — Dissent Proceedings

Definitions and application

Section 237

1. In this Division:

“dissenter” means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

“notice shares” means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

“payout value” means,

- a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or
- c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

2. This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- a) the court orders otherwise, or
- b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

Section 238

1. A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- g) in respect of any other resolution, if dissent is authorized by the resolution;
- h) in respect of any court order that permits dissent.

2. A shareholder wishing to dissent must

- a) prepare a separate notice of dissent under section 242 for
 - (1) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (2) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
- b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
- c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person

identified under paragraph (b) of this subsection is the beneficial owner.

3. Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
 - (1) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (2) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

Section 239

1. A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.
2. A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
 - a) provide to the company a separate waiver for
 - (1) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (2) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
 - b) identify in each waiver the person on whose behalf the waiver is made.
3. If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
 - a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
4. If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

Section 240

1. If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,
 - a) a copy of the proposed resolution, and
 - b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.
2. If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,
 - a) a copy of the proposed resolution, and
 - b) a statement advising of the right to send a notice of dissent.
3. If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,
 - a) a copy of the resolution,
 - b) a statement advising of the right to send a notice of dissent, and
 - c) if the resolution has passed, notification of that fact and the date on which it was passed.

4. Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

Section 241

If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- a) a copy of the entered order, and
- b) a statement advising of the right to send a notice of dissent.

Notice of dissent

Section 242

1. A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,
 - a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
 - b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
 - c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.
2. A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company
 - a) on or before the date specified by the resolution or in the statement referred to in section 240 (2)(b) or (3) (b) as the last date by which notice of dissent must be sent, or
 - (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.
3. A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company
 - a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
 - b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.
4. A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:
 - a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
5. The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if

subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

Section 243

1. A company that receives a notice of dissent under section 242 from a dissenter must,
 - a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
2. A notice sent under subsection (1) (a) or (b) of this section must
 - a) be dated not earlier than the date on which the notice is sent,
 - b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

Section 244

1. A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,
 - a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - b) the certificates, if any, representing the notice shares, and
 - c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.
2. The written statement referred to in subsection (1) (c) must
 - a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
3. After the dissenter has complied with subsection (1),
 - a) the dissenter is deemed to have sold to the company the notice shares, and
 - b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
4. Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
5. Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
6. A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

Section 245

1. A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must
 - a) promptly pay that amount to the dissenter, or

- b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
2. A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
 - a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
 - c) make consequential orders and give directions it considers appropriate.
 3. Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must
 - a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
 - b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
 4. If a dissenter receives a notice under subsection (1)(b) or (3)(b),
 - a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
 - b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.
 5. A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that
 - a) the company is insolvent, or
 - b) the payment would render the company insolvent

Loss of right to dissent

Section 246

The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

1. the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
2. the resolution in respect of which the notice of dissent was sent does not pass;
3. the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
4. the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
5. the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
6. a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
7. with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
8. the notice of dissent is withdrawn with the written consent of the company;
9. the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

Section 247

If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- 1) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- 2) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- 3) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.