

## STOCK RESTRICTION AGREEMENT

**THIS AGREEMENT** is dated effective May 9, 2018 (the “**Effective Date**”).

### **BETWEEN**

**BLOX LABS INC.**, a company incorporated under the laws of British Columbia with a registered office at  
310 – 318 Homer Street, Vancouver, British Columbia V6B 2V2

(the “**Company**”)

### **AND**

**THE UNDERSIGNED SHAREHOLDERS OF BLOX LABS INC.**

(individually the “**Shareholder**”, collectively, the “**Shareholders**”, and together with the Company, the  
“**Parties**”)

### **WHEREAS:**

- A. The Shareholders own 6,200,000 common shares in the capital of the Company (the “**Restricted Securities**”); and,
- B. The Company and the Shareholders agree that the Restricted Securities will be subject to certain restrictions as further described in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. RESTRICTION ON TRANSFER OF RESTRICTED SECURITIES**

- 1.1 Transfer Restrictions. In addition to any hold period required pursuant to the B.C. *Securities Act*, the Shareholder hereby agrees that, without the prior written consent of the Company, with such permission not to be unreasonably withheld, it will not directly or indirectly during the Term (as it is defined in Section 2), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any of the Restricted Securities or any securities convertible into or exchangeable or exercisable for any of the Restricted Securities, or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Restricted Securities, whether any such swap or transaction is to be settled by delivery of the Restricted Securities or other securities, in cash or otherwise.
- 1.2 Permitted Transfers. Notwithstanding anything to the contrary in this Agreement, the transfer restrictions set forth in Section 1.1, except any hold period required pursuant to the B.C. *Securities Act*, shall not apply to the following transfers of the Restricted Securities made or caused by a Shareholder:

- 1.2.1 A transfer of the Restricted Securities to the Company pursuant to a redemption initiated by the Company;
- 1.2.2 A transfer during the Shareholder's lifetime or on the Shareholder's death by will or intestacy to the Shareholder's beneficiaries or a trust for the benefit of the Shareholder's beneficiaries (for purposes of this Agreement, "**beneficiary**" shall mean the Shareholder and the immediate family of the Shareholder, including any relationship by blood, marriage or adoption, not more remote than first cousin); or
- 1.2.3 If the Shareholder is an entity, a transfer made as a distribution solely to members, partners, or shareholders of such Shareholder.

Transfers made pursuant to this Section shall not be valid unless and until the transferee shall have executed a joinder to this Agreement and any other agreements reasonably required by the Company pursuant to which such transferee(s) agree to be bound by the terms and conditions of this Agreement.

## **2. TERM**

The term of this Agreement (the "**Term**") begins on the Effective Date May 9, 2018 and terminates 18 months from the Effective Date.

## **3. STOP TRANSFER DURING TERM**

- 3.1 Stop Transfer Instructions. The Shareholders agree and consent to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of any of the Restricted Securities during the term, except in compliance with the provisions of this Agreement.

## **4. ADJUSTMENTS TO RESTRICTED SECURITIES**

In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination, or other change in the corporate structure of the Company affecting the Restricted Securities, the new securities replacing the Restricted Securities will be subject to all of the conditions and restrictions that were applicable to the Restricted Securities pursuant to this Agreement.

## **5. IMPACT OF CORPORATE TRANSACTION**

In the event of: (a) a sale of substantially all of the assets of the Company; (b) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation in which shareholders immediately before the merger or consolidation have, immediately after the merger or consolidation, greater stock voting power); (c) a merger in which the Company is the surviving corporation but the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash, or otherwise (other than a reverse merger in which shareholders immediately before the merger have, immediately after the merger, greater stock voting power); or (d) any transaction or series of related transactions in which in excess of 50% of the Company's voting power is transferred (collectively, a "**Corporate Transaction**"), then immediately prior to effectiveness of such Corporate Transaction the

restrictions set forth in this Agreement shall terminate as to all Restricted Securities owned by the Shareholders immediately and without action by the Company or Shareholders.

## 6. RIGHTS OF SHAREHOLDER

Except as otherwise provided herein, the Shareholders shall exercise all rights and privileges of a shareholder of the Company with respect to the Restricted Securities, and the Company shall list each Shareholder as a shareholder on its corporate books and records.

## 7. RESTRICTIVE LEGENDS

All Direct Registration System Advice statements or certificates representing the Restricted Securities shall have endorsed thereon a legend in substantially the following form (in addition to any other legend which may be required by other agreements between the parties hereto or applicable securities regulations):

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO TERMS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER’S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID UNTIL NOVEMBER 10, 2019.”

## 8. MISCELLANEOUS

- 8.1 Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon the Shareholder, the Shareholder’s successors, and the Shareholder’s assigns.
- 8.2 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.
- 8.3 Independent Counsel. The Shareholders acknowledge that this Agreement has been prepared on behalf of the Company by legal counsel to the Company, and that the Company’s legal counsel does not represent, and is not acting on behalf of, the Shareholders. The Shareholders have been advised and provided with an opportunity to consult with their own counsel with respect to this Agreement.
- 8.4 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.
- 8.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement

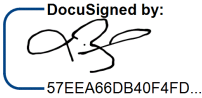
shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

8.6 Counterparts and Delivery. This Agreement may be executed in counterparts and delivered by electronic communication.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date set out on the first page above.

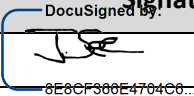
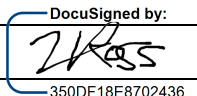
**THE COMPANY**

**BLOX LABS INC.**

Per:  DocuSigned by:  
57EEA66DB40F4FD...

Authorized Signatory

**THE SHAREHOLDERS**

Name of Shareholder	Number of Shares	Signature of Shareholder
Toni Seemann	1,600,000	 DocuSigned by: 8E8CF308E4704C6...
Wolfgang Seemann	1,200,000	
Vika Ross	1,800,000	 DocuSigned by: 350DF18E8702436...
Ingrid Seemann	1,600,000	
<b>Total</b>	<b>6,200,000</b>	



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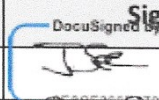
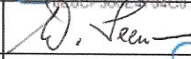
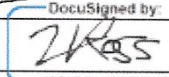
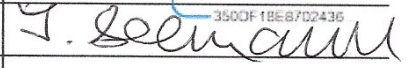
**THE COMPANY**

**BLOX LABS INC.**

Per:  57EEA86DB40F4FD...

Authorized Signatory

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Wolfgang Seemann	1,200,000	
Vika Ross	1,800,000	
Ingrid Seemann	1,600,000	
<b>Total</b>	<b>6,200,000</b>	