

CLOUD NINE EDUCATION GROUP LTD.

Suite 610, 700 West Pender Street
Vancouver, British Columbia
V6C 1G8

March 15, 2021

VICTORY SQUARE TECHNOLOGIES INC.

Suite 1080, 789 West Pender Street
Vancouver, British Columbia
V6C 1H2

Attention: **Shafin Diamond Tejani, CEO**

Dear Sirs:

Re: Purchase of Limitless VPN and Database Assets

This letter sets forth the terms of our agreement ("this Agreement") respecting the proposed acquisition by Cloud Nine Education Ltd. (the "Purchaser") from Victory Square Technologies Inc. (the "Vendor") of the Acquired Assets (as hereinafter defined) and certain other transactions related thereto, as more fully set forth in this Agreement.

Subject to all of the terms and conditions of this Agreement, the Purchaser and the Vendor hereby agree as follows:

1. Interpretation

1.1 In this Agreement, terms denoted with initial capital letters and not otherwise defined herein shall have the meanings assigned to them in this Section 1.1:

"Acquired Assets" means the assets more particularly described in Schedule "A" to this Agreement;

"Acquired Assets Purchase Price" has the meaning assigned to it in Section 2.2;

"Affiliate" has the meaning ascribed to such term by the Business Corporations Act (British Columbia);

"Applicable Law" means all applicable governmental laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature, including, without limitation, the policies of the CSE;

"Business Day" means any day upon which chartered banks in Vancouver, British Columbia are open for business;

"Closing" means the completion of the transactions contemplated by this Agreement and all of the other acts, procedures and deliveries necessary in order to complete and implement the transactions contemplated by this Agreement;

"Closing Date" means the date of this Agreement, unless otherwise agreed between the Parties;

"Confidential Information" means any information relating to a Party or the Acquired Assets, including confidential business and technical information, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, but excluding information which:

- (i) was available to or known by the public before the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (ii) is or becomes available to or known by the public after the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (iii) was lawfully known by the Investigating Party or was in the Investigating Party's possession before the Closing Date;
- (iv) after the Closing Date, is lawfully received by the Investigating Party from a third party who has acquired the information and disclosed it to the Investigating Party without breaching any obligation of confidentiality to the Examined Party; or
- (v) is developed independently by the Investigating Party without recourse to any information or material received from the Examined Party or participation of any individuals who had been previously exposed to Confidential Information;

"Consideration Shares" has the meaning assigned to it in Section 2.2;

"Constituting Documents" means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, the by-laws of any other instrument pursuant to which an entity is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such entity's affairs, together with any amendments thereto;

"Cost Amount" has the meaning assigned to it in the Tax Act;

"CSE" means the Canadian Securities Exchange;

"Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, lien, easement, right-of-way, encroachment, covenant, condition, right-of-entry, lease, license, assignment, option or claim or any other encumbrance, charge or any title defect of whatever kind of nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise);

"Environmental Laws" means any Applicable Law relating to the environment including, without limitation, those pertaining to:

- (i) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances; and
- (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety;

"Examined Party" has the meaning assigned to it in Section 7.1;

"Governmental Authority" means any national, central, federal, provincial, state, municipal or county government or regional authority and includes any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof;

"Hazardous Substance" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes), petroleum and its derivatives, and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law.

"Intellectual Property" means:

- (i) trade-marks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, distinguishing guises, slogans, meta tags, keywords, adwords and other characters, brand elements or other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill;
- (ii) inventions, arts, processes, machines, articles of manufacture, compositions of matter, business methods, formulae, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how;
- (iii) software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration, or capable of being registered;
- (iv) domain names, whether registered primary domain names or secondary or other higher level domain names;

- (v) industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and
- (vi) trade secrets, technical expertise, and research data and other confidential information relating to goods and services;

"Investigating Party" has the meaning assigned to it in Section 7.1;

"Issue Price" has the meaning assigned to it in Section 2.2;

"Losses" means actual out of pocket losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that "Losses" shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party;

"Minister of National Revenue" means the Minister of the Crown in the Canadian Cabinet who is responsible for the Canada Revenue Agency and the administration of taxation law and collection in Canada;

"Notice" has the meaning assigned to it in Section 9.1;

"Parties" means the parties to this Agreement and "Party" means any of them;

"Person" means any individual, sole proprietorship, limited or unlimited liability corporation, limited or unlimited liability partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;

"Purchaser Shares" means the common shares in the capital of the Purchaser; and

"Tax Act" means the Income Tax Act (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended.

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

- (a) "this Agreement" means this agreement, including the schedules hereto, and not any particular part, section or other portion hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;
- (b) all references in this Agreement to a designated "part", "section", "subsection" or other subdivision or to a schedule are references to the designated part, section, subsection or other subdivision of, or schedule to, this Agreement;
- (c) the words "hereof", "herein", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular part, section, subsection or other subdivision or schedule unless the context or subject matter otherwise requires;
- (d) the division of this Agreement into parts, sections and other portions and the insertion of headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) unless otherwise provided herein, all references to currency in this Agreement are to lawful money of Canada;
- (f) a reference in this Agreement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations;
- (g) the singular of any term includes the plural, and vice versa, and the use of any term is generally applicable to any gender and, where applicable, a body corporate, firm or other entity, and the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- (h) in the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day; and
- (i) all references to "approval", "authorization" or "consent" in this Agreement mean written approval, authorization or consent.

1.3 Attached to and forming part of this Agreement are the following Schedules:

- 1.
 - Schedule "A" – Description of Acquired Assets
 - Schedule "B" – Closing Deliveries

2. Purchase and Sale of Acquired Assets

2.1 On the Closing Date, the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Acquired Assets in consideration of the Acquired Assets Purchase Price.

2.2 The Purchaser will pay and satisfy the aggregate purchase price for the Acquired Assets of \$6,000,000 (the "Acquired Assets Purchase Price") by issuing at the direction of the Vendor (such direction to be provided prior to closing) an aggregate 4,411,765 fully paid and non-assessable Purchaser Shares (the "Consideration Shares") at a deemed price per Consideration Share of \$1.36 (the "Issue Price").

2.3 The Consideration Shares will be issued in full at the direction of the Vendor (such direction to be provided prior to closing), only to such Persons where the issuance of such Consideration Shares shall be exempt from the prospectus and registration requirements under Applicable Laws and will not require any filings with any Governmental Authorities outside of Canada.

2.4 The Parties acknowledge and agree that the Purchaser is issuing the Consideration Shares to the Vendor pursuant to Section 2.12 of National Instrument 45-106 and that the Consideration Shares will be subject to a restricted period of four months and one day from the Closing Date (the "Restricted Period").

2.5 The Purchaser hereby covenants and agrees that if, at any time prior to the earliest date upon which either the Vendor or the Purchaser is required to file a tax return pursuant to the Tax Act, the Vendor requires the Purchaser to do so by Notice, the Vendor and the Purchaser will jointly elect an amount under subsection 85(1) of the Tax Act (and any equivalent provincial provision, if applicable) in respect of the transfer of the Acquired Assets so that, subject to the provisions of subsection 85(1) of the Tax Act (and any equivalent provincial provision, if applicable), both the Vendor's proceeds of disposition and the cost to the Purchaser of the Acquired Assets will equal the Vendor's Cost Amount.

2.6 The Vendor and the Purchaser, acting reasonably and in good faith, have determined that the fair market value of Consideration Shares is equal to the product of the number of Consideration Shares multiplied by the Issue Price but if:

- (a) the Minister of National Revenue or any other competent taxing authority asserts, by assessment, reassessment or otherwise; or
- (b) the Vendor and the Purchaser determine as between themselves;

that the fair market value of the Consideration Shares is less than or greater than the Acquired Assets Purchase Price, then the Acquired Assets Purchase Price will be increased or decreased to equal such amount as may be agreed to by the Minister of National Revenue (or other competent taxing authority) and the Vendor and the Purchaser, or by the Vendor and the Purchaser as between themselves, to have been the fair market value of the Consideration Shares on the Closing Date and, in the absence of such agreement, such amount as may be determined by a competent tribunal having jurisdiction in the matter, after all appeal rights have been exhausted or all times for appeals have expired without appeals having been taken, to be the fair market value of the Consideration Shares.

2.7 All necessary adjustments made pursuant to Section 2.6 will be made retroactive to the Closing Date.

3. Covenants

3.1 The Vendor hereby covenants and agrees with the Purchaser as follows:

- (a) as soon as reasonably practicable after the date hereof, the Vendor will seek, and use reasonable efforts to procure, a resolution passed by the Vendor's directors authorizing the Vendor to carry out the transactions contemplated by this Agreement, as well as obtain any other consents which may be required to effect the transactions contemplated herein;
- (b) from and after the date hereof until the Closing Date or the date that this Agreement is terminated, whichever is earlier, the Vendor will not, directly or indirectly, solicit, encourage or accept any offer for the purchase, license, assignment, or transfer of the Acquired Assets, whether as a primary or back-up offer, or take any other action with the intention or reasonably foreseeable effect of resulting in a transaction that would prevent the consummation of the transactions contemplated by this Agreement; and
- (c) after the expiration of the Restricted Period, the Vendor will not sell, transfer or assign such number of Consideration Shares on a *per diem* basis that exceed 5% of the prior trading day's total trading volume as reported on the Canadian Securities Exchange (or such other primary stock exchange on which the Purchaser Shares are then listed). Notwithstanding the foregoing, the Vendor will have the one time right but not the obligation to dividend up to 15% of the total number of the Consideration Shares issuable hereunder to the Vendors' shareholders on a *pro rata* basis provided that: (i) the Vendor provides at least 60 days prior written notice to the Purchaser of the proposed dividend; and (ii) such dividend is undertaken by the Vendor in compliance with applicable securities laws.

4. Representations and Warranties

4.1 The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor is a corporation duly incorporated, validly existing and in good standing under the Business Corporations Act (British Columbia);
- (b) the execution and delivery by the Vendor of this Agreement and the performance of its obligations hereunder have been duly authorized by all applicable corporate action;
- (c) this Agreement constitutes legal, valid and binding obligations of the Vendor enforceable against it in accordance with its terms;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of:
 - (i) any Constatting Documents of the Vendor; or

(ii) any Applicable Law;

the effect of which would cause a material adverse change to the Vendor or the Purchased Assets;

- (e) the Vendor is not in any material default in any of its obligations under the Purchased Assets and has received no notice alleging any default under the Purchased Assets;
- (f) no approval, order, consent of or filing with any Governmental Authority is required on the part of the Vendor in connection with the execution and delivery of this Agreement or the performance by the Vendor of its obligations pursuant to this Agreement;
- (g) there is no requirement for the Vendor to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement;
- (h) the Vendor has full and exclusive right, title, and interest, legal or beneficial, in the Acquired Assets, free and clear of any Encumbrances;
- (i) the Vendor has not assigned, licensed, or otherwise granted any interest in the Acquired Assets, including any right to receive royalties or other payments, to any Person;
- (j) no person has any agreement, option or any other right or privilege, whether by law, preemptive or contractual, which is capable of becoming an encumbrance or lien of any type whatsoever or an agreement for the acquisition, lease or purchase of any of the Purchased Assets;
- (k) to the knowledge of the Vendor, after due inquiry, no Person has infringed or misappropriated, or is infringing or misappropriating, any of the Vendor's Intellectual Property;
- (l) the exercise or utilization of the Acquired Assets, including the design, development, use, license, or sale of any part thereof, does not, to the knowledge of the Vendor:
 - (i) breach, violate, conflict with, infringe, or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any Intellectual Property of any Person;
 - (ii) violate any right of any Person (including any right to privacy or publicity);
 - (iii) constitute unfair competition or trade practices under Applicable Law;
- (m) to the knowledge of the Vendor, after due inquiry, there is:

- (i) no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review which alleges any circumstance which would result in a breach of this Article, including any allegation that the making, constructing, or use of the Acquired Assets would or does:
 - (A) infringe or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any intellectual property of any Person,
 - (B) violate any right of any Person (including any right to privacy or publicity), or
 - (C) constitute unfair competition or trade practices under Applicable Law; and
- (ii) no facts upon which any such litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- (n) there are no outstanding obligations relating to any existing written notice from any Governmental Authority ordering or directing that any alteration, repair, improvement or other work be done with respect to any of the Purchased Assets relating to any non-compliance with any Applicable Laws;
- (o) the Vendor is not aware of any material noncompliance with any Environmental Laws in respect of any of the Purchased Assets;
- (p) to the Vendor's knowledge, after due inquiry, there is no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review in which any of the Vendor's Intellectual Property is alleged to be invalid or not properly in the name of the Vendor, or facts upon which any such litigation proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- (q) there are no judgments, covenants not to sue, permits, grants, franchises, licenses, agreements or arrangements relating to the Acquired Assets;
- (r) none of the Vendor's Confidential Information, trade secrets, technical expertise, or research data forming part of, or otherwise relating to, the Acquired Assets have been disclosed to any Person other than the Vendor or a Person who owes an obligation to keep such information confidential;
- (s) the Vendor is not, and will not be within 60 days after the Closing Date, a non-resident of Canada within the meaning of such term under the Income Tax Act (Canada) and the Vendor is not an agent or trustee for anyone with an interest in the Purchased Assets who is (or will

be, within 60 days after the Closing Date) a non-resident of Canada within the meaning of such term under the Income Tax Act (Canada);

- (t) the Vendor is a Goods and Services Tax ("GST") registrant and has a subsisting GST registration number under the Excise Tax Act (Canada); and
- (u) the Vendor (i) is not an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or the Winding up and Restructuring Act (Canada), (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, (iii) has not had any petition for a receiving order presented in respect of it, and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution.

4.2 The Purchaser represents and warrants to the Vendor as follows:

- (a) the Purchaser is a corporation duly incorporated, validly existing and in good standing under the Business Corporations Act (British Columbia);
- (b) the Purchaser is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario, and is in good standing in respect of its reporting obligations due and owing in accordance with applicable securities laws in these jurisdictions;
- (c) the Purchaser Shares are listed for trading on the Canadian Securities Exchange, and the Purchaser is in good standing in respect of its obligations due and owing in accordance with the policies of the Canadian Securities Exchange;
- (d) the Purchaser has an authorized share capital consisting of an unlimited number of Purchaser Shares, of which 32,228,854 Purchaser Shares are issued and outstanding as fully paid and non-assessable;
- (e) the execution and delivery by the Purchaser of this Agreement and the performance of its obligations hereunder have been duly authorized by all applicable corporate action;
- (f) this Agreement constitutes legal, valid and binding obligations of the Purchaser enforceable against it in accordance with its terms;
- (g) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of
 - (i) any Constatting Documents of the Purchaser; or
 - (ii) any Applicable Law;the effect of which would cause a material adverse change to the Purchaser;

- (h) no approval, order, consent of or filing with any Governmental Authority is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the performance by the Purchaser of its obligations pursuant to this Agreement;
- (i) there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement, except for the filing of a report of exempt distribution as required by applicable securities laws and the filing of a notice of proposed issuance of securities as required by the policies of the CSE; and
- (j) the Consideration Shares will, when issued, have been approved by all requisite corporate action and will be duly and validly issued, fully paid and non-assessable and free of all Encumbrances.

5. Conditions

5.1 The respective obligations of the Parties to complete the transactions contemplated by this Agreement shall be subject to the condition that there be no provision of any Applicable Law and no judgment, injunction, order or decree shall be in effect which restrains or enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement.

5.2 The obligations of the Vendor to complete the transactions contemplated by this Agreement will be subject to the fulfilment, or the waiver by the Vendor, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the Purchaser will have complied in all material respects with its covenants in this Agreement on or before the Closing Date and the Vendor will have no actual knowledge of the contrary;
- (b) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
 - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement;
 - or

- (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser;
- (d) the Vendor's directors will have duly passed a resolution authorizing the Vendor to carry out the transactions contemplated by this Agreement;
- (e) the Purchaser will have delivered all of the documents and instruments required to be delivered by it pursuant to Section 6.2; and
- (f) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a material adverse change to the Purchaser.

5.3 The obligations of the Purchaser to complete the transactions contemplated by this Agreement will be subject to the fulfilment, or the waiver by the Purchaser, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the Vendor will have complied in all material respects with its covenants in this Agreement on or before the Closing Date and the Purchaser will have no actual knowledge of the contrary;
- (b) the representations and warranties of the Vendor set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
 - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement; or
 - (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser;
- (d) the Vendor's directors will have duly passed a resolution authorizing the Vendor to carry out the transactions contemplated by this Agreement;
- (e) the Vendor will have delivered all of the documents and instruments required to be delivered by it pursuant to Section 6.2; and

- (f) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a material adverse change to the Acquired Assets.

6. Closing

6.1 Subject to the terms and conditions hereof, the transactions contemplated in this Agreement will be completed and closed at the Closing, to be held at 1:00pm (local time) on the Closing Date at 507 - 700 West Pender Street Vancouver, British Columbia, V6C 1G8 or at such other time and place as the Parties may agree.

6.2 At Closing, the Vendor will deliver to the Purchaser the documents and instruments listed in Part 2 of Schedule "B" and the Purchaser will deliver to the Vendor the documents and instruments listed in Part 1 of Schedule "B".

7. Confidentiality

7.1 Prior to the Closing, each Party (the "Investigating Party") receiving Confidential Information from the other Party (the "Examined Party") will, unless required to disclose by Applicable Law, polices of the CSE or by any Governmental Authority to which the Investigating Party is subject, keep confidential all Confidential Information disclosed to it by the Examined Party except information which:

- (a) is part of the public domain;
- (b) becomes part of the public domain other than as a result of a breach of these provisions by the Investigating Party;
- (c) can be demonstrated to have been known or available to the Investigating Party or independently developed by the Investigating Party;
- (d) was received by the Investigating Party in good faith from an arm's length Person who was lawfully in possession of such information free of any obligation of confidence; or
- (e) is released from the provisions of this Agreement by the written authorization of the Examined Party.

7.2 The Investigating Party will only disclose the Examined Party's Confidential Information to those of its representatives who need to know such information for the purposes of evaluating and implementing the transactions contemplated in this Agreement. Each such representative will be subject to the same obligations of confidentiality as the Investigating Party he or she represents. If this Agreement is terminated without completion of the transactions contemplated herein, the Investigating Party shall promptly return all documents, work papers and other written material (including all copies) obtained from the Examined Party in connection with this Agreement, and not previously made public, and shall continue to maintain the confidence of all such information.

8. Release and Indemnity

8.1 Indemnification by the Vendor

- (a) In consideration for the issuance of Consideration Shares by the Purchaser and other good and valuable consideration, the Vendor does hereby remise, unconditionally release and forever discharge, to the maximum extent permitted by law, the Purchaser together with its partners, parents, affiliates, subsidiaries, successor and predecessor companies, directors, officers, shareholders, employees, agents, insurers, associates, affiliates and assigns (collectively, the "Releasees"), of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, demands, obligations and liabilities of every kind and nature whatsoever, and whether criminal or civil or administrative or otherwise, (collectively, the "Claims"), both in law and in equity, whether express or implied, which the Vendor now has or hereafter can, shall or may have for, upon or by any reason whatsoever of any matter, cause, deed, act, omission, activity, representation, statement or thing whatsoever of the Releasees existing on or before the date hereof relating to or in connection with the Purchaser or any of the Releasees or as a result of any arrangement, engagement, agreement or other transaction involving the Vendor or any of the Releasees or the Purchaser.
- (b) The Vendor shall further indemnify and defend the Purchaser and the Releasees against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser or the Releasees based upon, arising out of, with respect to or by reason of any arrangement, engagement, agreement or other transaction involving the Vendor or any of the Releasees or the Purchaser.

8.2 Indemnification by the Purchaser

- (a) In consideration for the Acquired Assets and other good and valuable consideration, the Purchaser does hereby remise, unconditionally release and forever discharge, to the maximum extent permitted by law, the Vendor together with its partners, parents, affiliates, subsidiaries, successor and predecessor companies, directors, officers, shareholders, employees, agents, insurers, associates, affiliates and assigns (collectively, the "Releasees"), of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, demands, obligations and liabilities of every kind and nature whatsoever, and whether criminal or civil or administrative or otherwise, (collectively, the "Claims"), both in law and in equity, whether express or implied, which the Purchaser now has or hereafter can, shall or may have for, upon or by any reason whatsoever of any matter, cause, deed, act, omission, activity, representation, statement or thing whatsoever of the Releasees existing on or before the date hereof relating to or in connection with the Vendor or any of the Releasees or as a result of any arrangement, engagement, agreement or other transaction involving the Purchaser or any of the Releasees or the Vendor.
- (b) The Purchaser shall further indemnify and defend the Vendor and the Releasees against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them

for, any and all Losses incurred or sustained by, or imposed upon, the Vendor or the Releasees based upon, arising out of, with respect to or by reason of any arrangement, engagement, agreement or other transaction involving the Purchaser or any of the Releasees or the Vendor.

9. General

9.1 Any notice, demand, request, consent, approval or other communication (a "Notice") which is required or permitted by this Agreement to be given or made by a Party must be in writing and:

- (a) delivered personally or by courier;
- (b) sent by prepaid registered mail; or
- (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Notice must be sent to the intended Party at its address as follows:

to the Vendor at:

Suite 1080, 789 West Pender Street
Vancouver, BC V6C 1H2

Attention: Shafin Diamond Tejani
E-mail: shafin@victorysquare.com

to the Purchaser at:

Suite 610, 700 West Pender Street
Vancouver, British Columbia, V6C 1G8

Attention: Chief Financial Officer
E-mail: nilda@mosamventures.com

or at any other address as the relevant Party may advise the other by Notice given or made in accordance with this Section 9.1. Any Notice delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Notice shall be deemed to have been given or made and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission. Any Notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted provided that, if the Notice is transmitted on a day which is not a Business Day or after 5 p.m. (local time of the receiving Party), the Notice shall be deemed to have been given or made and received on the next Business Day.

9.2 The failure of either party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof will not constitute a waiver of any provision of this Agreement or limit such party's right thereafter to enforce any provision or exercise any right.

9.3 Each Party will bear its own expenses (including fees and disbursements of its advisors and agents) incurred by it in connection with the negotiation and settlement of this Agreement and the completion of the transactions contemplated by this Agreement.

9.4 No modification of this Agreement will be valid unless made in writing and duly executed by the Parties.

9.5 Each of the Parties will take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

9.6 This Agreement contains the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

9.7 This Agreement shall insure to the benefit of and be binding upon the Parties and their respective heirs, administrators, successors, legal representatives and permitted assigns.

9.8 No Party may assign their rights under this Agreement without the prior written consent of the other Parties.

9.9 Time is of the essence of this Agreement.

9.10 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

9.11 This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of both parties be contained on any counterpart. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

If the foregoing accurately reflects your understanding of our Agreement, please so indicate by signing and returning a copy of this letter to the undersigned.

Yours truly,

CLOUD NINE EDUCATION GROUP LTD.

Per 
Allan Larmour
Chief Executive Officer

ACCEPTED AND AGREED:

VICTORY SQUARE TECHNOLOGIES INC.

Per 
Shafin Diamond Tejani
Chief Executive Officer

SCHEDULE "A"

DESCRIPTION OF ACQUIRED ASSETS

For the purposes of this Agreement, "Acquired Assets" means all Intellectual Property rights and materials related to the following:

- (a) a VPN - engineered for high performance applications such as gaming, high-fidelity video, and premium services. Limitless VPN is designed to protect the identity of consumers giving privacy and security its full measure, while tapping into the state-of-the-art WireGuard open-source software application and communication protocol
- (b) a Decentralized Storage - Limitless Storage is a secure decentralized database backup and storage solution;
- (c) an Ed-Tech Platform is designed for:
 - the education and stay-at-home sectors;
 - the Next generation learning allowing users to easily access educational content; and
 - World-class education programs for a rapidly developing technologies and decentralized innovations.
- (d) all Intellectual Property associated with the Acquired Assets, including the use of the trade name "Limitless Technologies", and any further trade names, logos and art associated with, or used in the operations of, the Acquired Assets;
- (e) all restrictive covenants and trade secrets associated with the Acquired Assets, including all recipes and product formulations;
- (f) all works of authorship including computer programs, documentation, inventions, discoveries and improvements, databases, customer and supplier lists, data compilations and collections and technical data, methods and processes, designs and schematics associated with the Acquired Assets and products manufactured or distributed by the Acquired Assets; and
- (g) all rights to modify, license and market any intellectual property to third parties, at the sole discretion of the Purchaser, and as the Purchaser may see fit.

SCHEDULE "B"
CLOSING DELIVERIES

Part 1

Purchaser Deliveries

- Share Certificates or DRS of the Purchaser evidencing the Consideration Shares registered in the name of the Vendor.
- A copy of the resolutions of the directors of the Purchaser authorizing the allotment and issuance of the Consideration Shares pursuant to the terms of this Agreement.
- Such other documents as reasonably required by the Vendor's counsel.

Part 2

Vendor Deliveries

- A copy of the resolutions of the directors of the Vendor authorizing the execution and delivery of this Agreement and the performance by the Vendor of the terms of this Agreement.
- Bill of Sale.
- Assignment of Intellectual Property.
- Transfer of ownership, right, title, and interest in the Acquired Assets, free and clear of any Encumbrances to the Purchaser.
- Such other documents as reasonably required by the Purchaser's counsel.