

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (the “Agreement”) is dated as of the 28th day of June, 2021,

AMONG:

NEXT DECENTRUM TECHNOLOGIES INC., a corporation existing under the laws of the Province of British Columbia with an address at 1400 - 128 West Pender Street, Vancouver, British Columbia, V6B 1R8 (the “Corporation”),

AND:

CLOUD NINE WEB3 TECHNOLOGIES INC., a corporation existing under the laws of the Province of British Columbia with an address at 800 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 (the “Investor”),

AND:

ALL OF THE SHAREHOLDERS OF THE CORPORATION, (together with such shareholders who become party to this Agreement from time to time pursuant to Section 5.1 and Section 5.2, each, a “Shareholder”, and collectively, the “Shareholders”)

WHEREAS:

- A. The Investor and the Corporation entered into a Share Purchase Agreement dated as of the date hereof (the “Share Purchase Agreement”) pursuant to which the Investor agreed to purchase from the Corporation, and the Corporation agreed to issue to the Investor, units of the Corporation (each, a “Unit”) for aggregate consideration of \$500,000, with each Unit comprising of one (1) common share in the capital of the Corporation (each, a “Common Share”) and one (1) non-transferrable purchase warrant to acquire a Common Share (each, a “Warrant”), on the terms and conditions more particularly set forth therein;
- B. It is a condition to the closing of the transactions contemplated by the Share Purchase Agreement, that the parties hereto enter into this Agreement to grant the Investor certain rights in respect of the Corporation;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1 DEFINITIONS

- 1.1 As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) **"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly, controls, is controlled by or is under common control with such Person, including without limitation, any general partner, managing member, officer or director of such Person, or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person;
- (b) **"Board"** means the board of directors of the Corporation;
- (c) **"Change of Control"** means the closing of: (i) a transaction or series of transaction, in any form, providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of the Corporation's outstanding voting securities or that results in a change to the Person(s) Controlling the Corporation; or (ii) the sale of all or substantially all of the Corporation's assets;
- (d) **"control", "controlled" or "controls"** means, with respect to any non-corporate entity or undertaking, the right to directly or indirectly conduct the affairs of the entity or undertaking, and, in relation to a corporation (i) the right to cast a majority of the votes which may be cast at a general meeting of that corporation, or (ii) the right to elect or appoint, directly or indirectly, a majority of the directors of that corporation;
- (e) **"Common Shares"** has the meaning ascribed thereto in the recitals;
- (f) **"Equity Securities"** means
 - (i) Shares or any other security of the Corporation that carries the residual right to participate in the earnings of the Corporation and, on liquidation, dissolution or winding-up, in the assets of the Corporation, whether or not the security carries voting rights;
 - (ii) any warrants, options or rights entitling the holders thereof to purchase or acquire any such securities; or
 - (iii) any securities issued by the Corporation which are convertible or exchangeable into the foregoing;
- (g) **"Exercise Notice"** has the meaning ascribed thereto in Section 2.1;
- (h) **"Exercise Period"** has the meaning ascribed thereto in Section 2.1;
- (i) **"Notice"** has the meaning ascribed thereto in Section 2.1;
- (j) **"Offered Securities"** has the meaning ascribed thereto in Section 2.1;
- (k) **"Offer"** has the meaning ascribed thereto in Section 3.1(a);
- (l) **"Offeror"** has the meaning ascribed thereto in Section 3.1(a);
- (m) **"Other Offerees"** has the meaning ascribed thereto in Section 3.1(a);

- (n) **“Person”** means any individual, corporation, partnership, trust, limited liability company, association or other entity;
- (o) **“Pre-Emptive Right Offer”** has the meaning ascribed thereto in Section 5.9(a);
- (p) **“Saleable Securities”** has the meaning ascribed thereto in Section 3.1(a);
- (q) **“Selling Shareholder”** has the meaning ascribed thereto in Section 2.1;
- (r) **“Shares”** means shares of any class in the capital of the Corporation.
- (s) **“Shareholders’ Agreement”** has the meaning ascribed thereto in Section 2.4;
- (t) **“Share Purchase Agreement”** has the meaning ascribed thereto in the recitals;
- (u) **“Subsequent Offer”** has the meaning ascribed thereto in Section 3.1;
- (v) **“Unit”** has the meaning ascribed thereto in the recitals; and
- (w) **“Warrant”** has the meaning ascribed thereto in the recitals.

ARTICLE 2

INVESTOR RIGHT OF FIRST REFUSAL

- 2.1 **Investor Right of First Refusal.** If Shareholder(s) (not including the Investor) (the **“Selling Shareholder”**), individually or collectively in a transaction or series of transactions, propose, wish or receive an offer to sell, pledge or otherwise transfer to a third party enough Equity Securities (the **“Offered Securities”**) to trigger a Change of Control, the Selling Shareholder shall deliver to the Investor written notice of its intention to sell, pledge or otherwise transfer such Offered Securities (the **“Notice”**) together with a copy of a signed by the proposed transferee, if applicable. The Notice shall state the name and address of the proposed transferee (if applicable), the number of Offered Securities to be sold, pledged or otherwise transferred, the price per Offered Security, and the other material terms of such proposed transaction. For sixty (60) days following its receipt of the Notice (the **“Exercise Period”**), the Investor shall have the option, through itself or an Affiliate, to purchase all (but not less than all) of the Offered Securities proposed to be sold, pledged or otherwise transferred by the Selling Shareholder at the price and terms stated in the Notice. The Investor may exercise such option by delivery of written notice thereof (the **“Exercise Notice”**) to the Corporation and/or the Shareholder(s) set forth in the Notice within the Exercise Period.
- 2.2 **Closing.** The closing of the transaction of purchase and sale contemplated by this Article 2 shall take place within ninety (90) days of delivery by the Investor of the Exercise Notice indicating its intention to proceed with the acquisition of the Offered Securities. Following delivery of such notice and payment by the Investor, each the Selling Shareholder shall be bound to sell the Offered Securities to the Investor, and, if the Selling Shareholder fails to do so, the Corporation shall cause the name of the Investor to be entered in the central securities register of the Corporation as the holders of such Offered Securities, and shall cancel any applicable share certificates previously issued to such Selling Shareholder representing such Offered Securities whether they have been produced to the Corporation or not. Payment to the Corporation, as

agent for the Selling Shareholder of the applicable purchase price shall be sufficient payment by the Investor and entry of the transfers in the central securities register of the Corporation shall be conclusive evidence of the validity of the transfers.

- 2.3 **Sale to Third Party.** If the Investor elects not to purchase the Offered Securities, or does not respond to the Notice within the Exercise Period, the Selling Shareholder may, for a period of one hundred and twenty (120) days thereafter, sell, pledge or otherwise transfer the Offered Securities to a third party at a price and on terms and conditions no more favourable (from a purchaser's perspective) than the terms and conditions set forth in the Notice. Following the expiry of such one hundred and twenty (120) period, the Selling Shareholder shall be required to comply with the provisions of this Article 2 prior to selling, pledging or otherwise transferring any Offered Securities to a third party.
- 2.4 **Precedence.** For the avoidance of doubt, the rights and obligations contained in this Article 2 shall take precedence over the rights and obligations contained in Article 3 of the Shareholders' Agreement dated as of May 7, 2018 between the Corporation and its shareholders (the "**Shareholders' Agreement**") such that the provisions of this Article 2 must be complied with prior to any Shareholders exercising their rights under Article 3 of the Shareholders' Agreement.

ARTICLE 3 GENERAL RIGHT OF FIRST OFFER

3.1 Right of First Offer.

Subject to compliance with Article 2 above:

- (a) **Make Offer.** If any Shareholder or the Investor (the "**Offeror**") wishes to sell any of his/her/its Equity Securities (the "**Saleable Securities**") to a third party (being any Person who is not an Affiliate of the Offeror), then the Offeror shall first offer ("**Offer**") to the other Shareholders and Investor (the "**Other Offerees**") by notice in writing the prior right to purchase, receive or acquire the Saleable Securities.
- (b) **Notice Contents.** The Offer shall identify the number and kind of Saleable Securities, the price per share expressed in cash or cash equivalent the Offeror is prepared to sell for, and whether or not the Offeror has received a third party offer to purchase the Saleable Securities (in which case the third party offer shall be attached to the Offer and shall constitute the terms of the Offer). The Offer shall specify that the Other Offerees are entitled to purchase up to that number of the Saleable Securities mutually agreed upon by the Other Offerees or, failing such mutual agreement, as determined by application of the following formula:

Number of Saleable Securities which a particular Other Offeree may purchase	=	Number of Shares (on a fully diluted basis) held by such Other Offeree immediately prior to the Offer	X	Total Number of Saleable Securities
		Number of Shares (on a fully diluted basis) held by all Other Offerees immediately prior to the Offer		

- (c) Acceptance Period. The Offer shall remain open for acceptance by each Other Offeree until the end of a period of thirty (30) days following receipt of the Offer by such Other Offeree (if an Other Offeree does not accept the Offer before the expiration of such thirty (30) day period, then such Other Offeree shall be deemed to have refused the Offer); and
- (d) Subsequent Offers - If at the expiration of such thirty (30) day period the Offer has not been accepted in full by all of the Other Offerees, then the procedure described in this Section 3.11(b) (the “**Subsequent Offer**”) shall be repeated with the next written offer being made only to those of the Other Offerees who accepted the Offer, with the appropriate adjustments to the formula described above, as the case may be, and so on and so forth until one or more of the Other Offerees has agreed to purchase the unaccepted remaining Saleable Securities or until no Other Offeree wishes to purchase such unaccepted remaining Saleable Securities;
- (e) Closing. The closing of the transaction of purchase and sale contemplated in this Section shall take place at 10:00 a.m., in the principal offices of the Corporation’s solicitors on the later of the following dates:
 - (i) the closing date specified in the Offer or any Subsequent Offer, as the case may be; and
 - (ii) the twenty-first (21st) day following the acceptance of the last to occur of the Offer or any Subsequent Offer, as the case may be;
- (f) Sale to Third Party. If any Saleable Securities still remain unaccepted after the expiration of the Offer and any Subsequent Offers, the Offeror may, for ninety (90) days thereafter, offer the remaining Saleable Securities offered but not subscribed for to a third party at a price and on terms and conditions no more favourable (from a purchaser’s perspective) than the terms and conditions set forth in the Offer; and
- (g) Expiry of Third Party Sale Period. If the Offeror has not completed the sale of all of the Saleable Securities to the third party in accordance with Section 3.1(f) above within ninety (90) days following the expiration of the latest of the Offer or the last of any Subsequent Offers, as the case may be, then the right of the Offeror under Section 3.1(f) above to sell the Saleable Securities to the third party shall terminate and the Offeror

shall be required to again comply with this Section before transferring any of his/her/its Equity Securities to the third party or any other Person.

- (h) Exceptions to the General Right of First Offer. The provisions of Section 3.1(a) through Section 3.1(g) will not apply to:
- (i) any redemption or repurchase for cancellation by the Corporation of any issued and outstanding shares in the capital of the Corporation;
 - (ii) in the case of an Offeror that is a natural person, upon a transfer of Saleable Securities by such Offeror made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her Spouse, child, any other direct lineal descendant of such Offeror;
 - (iii) any transfer of Saleable Securities to the extent waived by a majority of Shareholders, provided however than in such an event, the transferee of such Saleable Securities shall not be a Shareholder (or an Affiliate thereof); or
 - (iv) if such transfer is from an Offeror to a director, officer, employee or contractor of the Corporation, or where, in the reasonable opinion of the Board, such transfer is being effected primarily for compensation, incentivization, or settlement purposes.

ARTICLE 4 INVESTOR INFORMATION RIGHTS

4.1 Investor Information Rights.

- (a) For so long as the Investor owns such number of Common Shares that is less than twenty percent (20%) of the issued and outstanding Common Shares, the Corporation shall deliver to the Investor, as soon as practicable, but in any event within sixty (60) days after the end of each fiscal year of the Corporation, “notice to reader” financial statements of the Corporation for such fiscal year consisting of a balance sheet, statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto.
- (b) For so long as the Investor owns such number of Common Shares that is equal to or greater than twenty percent (20%) of the issued and outstanding Common Shares, the Corporation shall deliver to the Investor, as soon as practicable, but in any event within thirty (30) days after the end of each fiscal quarter of the Corporation, “notice to reader” financial statements of the Corporation for such fiscal quarter consisting of a balance sheet, statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto.

ARTICLE 5 GENERAL

- 5.1 **Additional Parties.** If, after the date of this Agreement, the Corporation enters into an agreement with any Person to issue shares of any class in the capital of the Corporation to such

Person, then the Corporation will cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an adoption agreement substantially in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Shareholder and thereafter such Person will be deemed a Shareholder for all purposes under this Agreement.

- 5.2 **Transfers.** Each transferee or assignee of shares of any class in the capital of the Corporation will be subject to the terms hereof, and, as a condition precedent to the Corporation's recognizing such transfer, each transferee or assignee will agree in writing to be subject to each of the terms of this Agreement by executing and delivering an adoption agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an adoption agreement by any transferee, such transferee will be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and will be deemed to be a Shareholder. The Corporation will not permit the transfer of shares of any class in the capital of the Corporation on its books or issue a new certificate representing any such shares unless and until such transferee will have complied with the terms of this Section 5.2.
- 5.3 **Termination.** This Agreement shall terminate upon the earlier of: (a) the date that the Investor and its Affiliates cease to own shares of any class in the capital of the Corporation (or securities convertible or exchangeable into shares of any class in the capital of the Corporation); (b) the expiry of the thirty (30) day period following which the Investor was required to make a payment for Units pursuant to the Share Purchase Agreement, provided that such required payment was not made by the Investor within such thirty (30) day period; and (c) upon mutual agreement between the parties, in writing, to terminate this Agreement.
- 5.4 **Notices.** All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by email or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications will be sent to the respective parties at their mailing address, email address or facsimile number set forth in the corporate records of the Corporation, as the case may be, or to such mailing address, email address or facsimile number as subsequently modified by written notice given in accordance with this Section 5.4. If notice is given to the Corporation, it will be sent to the Corporation's registered address, with a copy (which will not constitute notice) also sent to Geoff Dittrich, legal counsel to the Corporation, at geoff@inkllp.com.
- 5.5 **Conflict.** In case of any conflict between the provisions of the Shareholders' Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5.6 **Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each of the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege

arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 5.7 **Assignment.** No party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other parties, such consent to be in their sole discretion. Notwithstanding the forgoing, the parties agree that the Investor may assign this Agreement to an Affiliate.
- 5.8 **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 5.9 **Further Assurances.** Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.
- 5.10 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 5.11 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any legal action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.
- 5.12 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

NEXT DECENTRUM TECHNOLOGIES INC.

Per: *Rama Ibrahim*
Authorized Signatory

CLOUD NINE WEB3 TECHNOLOGIES INC.

Per: _____
Authorized Signatory

VICTORY SQUARE TECHNOLOGIES INC.

Per: *[Signature]*
Authorized Signatory

Hussein Hallak
HUSSEIN HALLAK

Rama Ibrahim
RAMA IBRAHIM

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

NEXT DECENTRUM TECHNOLOGIES INC.

Per: _____
Authorized Signatory

CLOUD NINE WEB3 TECHNOLOGIES INC.

Per: Milda Rivera
Authorized Signatory

VICTORY SQUARE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

HUSSEIN HALLAK

RAMA IBRAHIM

ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT (the “**Adoption Agreement**”) is executed on _____ by the undersigned (“**Holder**”) pursuant to the terms of that certain Investor Rights Agreement dated as of June ____, 2021 (the “**Agreement**”) by and among **CLOUD NINE WEB3 TECHNOLOGIES INC., NEXT DECENTRUM TECHNOLOGIES INC.** (the “**Company**”) and all of the shareholders of the Company, as such Agreement may be amended and restated from time to time.

Capitalized terms used but not defined in this Adoption Agreement will have the respective meanings ascribed to such terms in the Agreement. By executing of this Adoption Agreement, Holder agrees as follows.

1.1. Acknowledgement.

Holder acknowledges that Holder is acquiring certain shares in the capital of the Company (the “**Shares**”), for one of the following reasons (Check the correct box):

- as a transferee of Shares from a party in such party’s capacity as a “Shareholder” bound by the Agreement, and after such transfer, Holder will be considered a “Shareholder” for all purposes of the Agreement.
- in accordance with Section 5.1 of the Agreement, in which case Holder will be a “Shareholder” for all purposes of the Agreement.

1.2. Agreement.

Holder hereby: (a) agrees that as a condition to acquiring the Shares, he/she/it is required to execute this Adoption Agreement and will be bound by and subject to the terms and conditions of the Agreement; and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto as a Shareholder.

1.3. Notice.

Any notice required or permitted by the Agreement will be given to Holder at the address specified in the Company’s corporate records.

SIGNATURE

Name

Title