

**BILL OF SALE AND GENERAL CONVEYANCE**

**THIS BILL OF SALE AND GENERAL CONVEYANCE** made as of February 8, 2024

**BETWEEN:**

**BOT MEDIA CORP.**, a corporation incorporated under the laws of the Province of British Columbia (the “**Vendor**”)

– and –

**LOOKING GLASS LABS LTD.**, a corporation incorporated under the laws of the Province of British Columbia (the “**Purchaser**”)

**WHEREAS:**

- A.** Pursuant to the Agreement of Purchase and Sale dated February 6, 2024 between the Vendor and the Purchaser (the “**Asset Purchase Agreement**”), the Purchaser agreed to purchase from the Vendor, and the Vendor agreed to sell, transfer and assign to the Purchaser, all of the Purchased Assets.
- B.** The Vendor is the legal and beneficial owner of the Purchased Assets.
- C.** This Bill of Sale and General Conveyance is delivered in connection with the Closing in accordance with the terms of the Asset Purchase Agreement.
- D.** Capitalized terms not defined herein shall have the same meaning as defined in the Asset Purchase Agreement.

**NOW THEREFORE** for the consideration provided in the Asset Purchase Agreement to the Vendor (receipt whereof is hereby acknowledged), and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties hereto covenant and agree as follows:

**1. Definitions**

In this Bill of Sale and General Conveyance, including the recitals hereto, the definitions provided for in the Asset Purchase Agreement are incorporated herein by reference.

**2. Conveyance**

The Vendor hereby irrevocably sells, conveys, transfers, assigns and delivers to the Purchaser, and the Purchaser hereby purchases and irrevocably accepts from the Vendor, all of the Vendor’s right, title and interest in, under and to the Purchased Assets, free and clear of all Encumbrances, in accordance with and subject to the terms of the Asset Purchase Agreement.

**3. No Merger**

The covenants, representations, warranties and indemnities contained in the Asset Purchase Agreement are incorporated herein as fully and effectively as if they were set out in this Bill of Sale and General Conveyance and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Asset Purchase Agreement by virtue of the execution and delivery of this Bill of Sale and General Conveyance, any rule of law, equity or statute to the contrary notwithstanding. The delivery of this Bill of Sale and General Conveyance shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the covenants, representations, warranties or indemnities contained in the Asset Purchase Agreement or any of the rights, remedies or obligations of the

Vendor or the Purchaser provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms.

4. **Further Assurances**

At any time after the date hereof, the Vendor and the Purchaser will, at the request of the other Party and without further consideration, execute and deliver or cause to be executed and delivered such instruments of transfer, conveyance, assignment and assumption and take such other action as may be reasonably required in order to more effectively transfer, convey, assign, reduce to possession, and record title to the Purchased Assets, and to give full force and effect to the covenants and agreements contained in this Bill of Sale and General Conveyance.

5. **Subordinate Document**

This Bill of Sale and General Conveyance is executed and delivered by the Parties pursuant to the Asset Purchase Agreement and this Bill of Sale and General Conveyance shall at all times be read subject to all terms and conditions of the Asset Purchase Agreement. The provisions of the Asset Purchase Agreement shall prevail in the event of a conflict between the provisions of the Asset Purchase Agreement and the provisions of this Bill of Sale and General Conveyance.

6. **Survival**

This Bill of Sale and General Conveyance and the covenants and agreements contained herein will survive the date on which the transactions contemplated by the Asset Purchase and Sale Agreement are consummated and will enure to the benefit of the Purchaser, its trustees, receivers, receiver-managers, successors and assigns.

**IN WITNESS WHEREOF**, this Bill of Sale and General Conveyance has been duly executed by each Party set forth below as of the date first written above.

**LOOKING GLASS LABS LTD.**

By: *"Jared Gurfein"*

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Name: Jared Gurfein  
Title: Chief Executive Officer

**BOT MEDIA CORP.**

By: *"Eddie Soleymani"*

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Name: Eddie Soleymani  
Title: Chief Executive Officer