

THIS SHARE EXCHANGE AGREEMENT made as of the 6th day of September, 2017.

AMONG:

1040433 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia

(the "**Purchaser**")

AND:

EXEBLOCK TECHNOLOGY INC., a corporation incorporated under the laws of Canada

("eXeBlock")

AND:

THE UNDERSIGNED SHAREHOLDER OF EXEBLOCK

(the "**Selling Shareholder**")

WHEREAS:

A. The Selling Shareholder is registered and beneficial owner of common shares of eXeBlock as indicated on Schedule "A";

B. The Purchaser wishes to purchase all of the issued and outstanding common shares of eXeBlock on the terms and conditions set out in this Agreement;

C. The Selling Shareholder has agreed to sell to the Purchaser all of the Selling Shareholder's common shares of eXeBlock.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree with one another as follows:

1. INTERPRETATION

1.1 Where used in this Agreement, each of the following words and terms have the meanings ascribed to them below:

- (a) "**Agreement**" means this share exchange agreement and all instruments supplemental to or in amendment or confirmation of this share exchange agreement;
- (b) "**Closing**" means the completion of the purchase and sale of the eXeBlock Shares;
- (c) "**Closing Date**" means the date of closing of the purchase of the eXeBlock Shares by the Purchaser in exchange for the Consideration Shares;
- (d) "**Common Shares**" means the common shares in the capital of the Purchaser;
- (e) "**Company**" means eXeBlock Technology Inc.;

- (f) "**Consideration Shares**" means the total 38,100,002 Common Shares to be issued from treasury to the eXeBlock Shareholders in accordance with Section 2.1 of this Agreement, including the Consideration Shares to be issued to the Selling Shareholder as set out in Schedule "A" attached to this Agreement;
- (g) "**CSE**" means the Canadian Securities Exchange;
- (h) "**Encumbrance**" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, pre-emptive right, or restriction of any nature (including any restriction on the voting of any security, the transfer of any security or other asset, the use of any asset and the possession, exercise or transfer of any other attribute of ownership of any asset);
- (i) "**eXeBlock**" means eXeBlock Technology Inc.;
- (j) "**eXeBlock Financial Statements**" means the audited financial statements of eXeBlock for the period ended August 31, 2017 prepared in accordance with IFRS and acceptable to applicable securities regulators and the CSE;
- (k) "**eXeBlock Shareholders**" means persons who are the registered and beneficial owners of common shares of eXeBlock;
- (l) "**eXeBlock Shares**" means all of the issued and outstanding common shares of eXeBlock to be transferred to the Purchaser by the eXeBlock Shareholders, including the eXeBlock Shares owned by the Selling Shareholder;
- (m) "**IFRS**" means International Financial Reporting Standards as adopted in Canada;
- (n) "**Intellectual Property Rights**" means certain intellectual property rights, trade names, trademarks, brand names, and all related technology, know-how, trade secrets, and rights used in eXeBlock's business, which eXeBlock has developed or acquired and owns;
- (o) "**Purchaser**" means 1040433 B.C. Ltd.;
- (p) "**Selling Shareholder**" means the eXeBlock Shareholder who has signed this Agreement;
- (q) "**Warrants Options**" means the outstanding share purchase warrants to purchase up to 2,600,000 Common Shares at an exercise price of \$0.05 per Common Share until August 14, 2020;
- (r) "**Termination Date**" means the date of termination of this Agreement pursuant to Section 8.1; and
- (s) "**Transaction**" means the purchase of all of the issued and outstanding eXeBlock Shares by the Purchaser in exchange for the issuance of the Consideration Shares to the eXeBlock Shareholders pursuant to the terms of this Agreement.

1.2 In this Agreement, except as otherwise expressly provided:

- (a) the division of this Agreement into Articles, Sections, and Subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement;

- (b) the singular of any term includes the plural, and vice versa, the use of any term is equally applicable to any gender and, where applicable, a body corporate, the word "or" is not exclusive and the word "including" is not limited (whether or not non-limited language, such as "without limitation" or "but not limited to" or words of similar import is used with reference to that term).

2. PURCHASE AND SALE OF SHARES

- 2.1 Subject to the terms and conditions set out in this Agreement, the Selling Shareholder agrees to sell and the Purchaser agrees to purchase the Selling Shareholder's eXeBlock Shares free and clear of all Encumbrances. In consideration of the Selling Shareholder's eXeBlock Shares, the Purchaser agrees to issue to the Selling Shareholder the number of Consideration Shares set out in Schedule "A", at a deemed price of \$0.03 per Consideration Share, on the basis of an exchange ratio of two (2) Consideration Shares being issued for every one (1) eXeBlock Share held by the Selling Shareholder.
- 2.2 The Selling Shareholder acknowledges that the Consideration Shares are being issued to the Selling Shareholder under an exemption from the prospectus requirement of applicable securities laws and that the Consideration Shares will be subject to certain resale restrictions under applicable securities laws and the policies of the CSE, which may include a statutory hold period, escrow restrictions, and pooling if requested by the Purchaser and eXeBlock, during which time the Selling Shareholder must not sell, transfer or in any manner dispose of the Consideration Shares unless the disposition is otherwise made in accordance with applicable securities laws and the policies of the CSE and, if applicable, any pooling agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLING SHAREHOLDER AND EXEBLOCK

- 3.1 To induce the Purchaser to enter into and consummate this Agreement, the Selling Shareholder represents and warrants to the Purchaser solely on the Selling Shareholder's own behalf and not jointly or severally with or on behalf of any other eXeBlock Shareholder, as follows:
 - (a) the Selling Shareholder is the sole registered holder and beneficial owner of the eXeBlock Shares in the amount set out opposite the Selling Shareholder's name in Schedule "A", free and clear of all Encumbrances;
 - (b) the Selling Shareholder has the power and capacity and good and sufficient right and authority to enter into, deliver, and perform this Agreement on the terms and conditions set out in this Agreement and to transfer the legal and beneficial title and ownership of the Selling Shareholder's eXeBlock Shares to the Purchaser without the consent of any other third party or governmental authority except as expressly set forth herein;
 - (c) no person has any agreement or option or a right capable of becoming an agreement for the purchase of the eXeBlock Shares owned by the Selling Shareholder;
 - (d) if the Selling Shareholder is a corporation, all necessary corporate action on the part of Selling Shareholder will, at Closing, validly authorize the signing, delivery, and performance of this Agreement and the completion of the transactions contemplated by this Agreement;
 - (e) this Agreement constitutes a legal, valid, and binding obligation of the Selling Shareholder enforceable against the Selling Shareholder in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;

- (f) the performance of this Agreement will not result in a breach or default under any agreement or other instrument to which the Selling Shareholder is a party; and
- (g) the Selling Shareholder is not indebted or under obligation to eXeBlock on any account whatsoever.

3.2 To induce the Purchaser to enter into and consummate this Agreement, eXeBlock represents and warrants to the Purchaser as follows:

- (a) eXeBlock is a corporation duly incorporated and validly existing under the laws of Canada, is a non-reporting company, is in good standing with respect to the filing of annual reports, and has the power and authority to enter into, deliver, and perform its obligations under this Agreement;
- (b) all necessary corporate action on the part of eXeBlock will, at Closing, validly authorize the signing, delivery, and performance of this Agreement and the completion of the transactions contemplated by this Agreement;
- (c) this Agreement constitutes a legal, valid, and binding obligation of eXeBlock enforceable against eXeBlock in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;
- (d) the common shares comprising the eXeBlock Shares represent all of the issued shares of eXeBlock;
- (e) no person has or will have any written or oral agreement, right or option, consensual or arising by law, present or future, contingent or absolute, or capable of becoming an agreement, right or option:
 - (i) to require eXeBlock to issue any securities or to convert or exchange any securities into or for shares of eXeBlock; or
 - (ii) to require eXeBlock to purchase, redeem, or otherwise acquire any of eXeBlock's issued and outstanding shares or other securities;
- (f) eXeBlock has the power, authority and capacity to carry on its business as presently conducted by it, and to own and use all of its business assets, including the Intellectual Property Rights;
- (g) the operation of eXeBlock's business does not infringe upon the intellectual property rights of any third party, and, to the knowledge of eXeBlock, no person is currently infringing any of the Intellectual Property Rights owned by eXeBlock, which infringement would reasonably be expected to have a material adverse effect on the eXeBlock or its business;
- (h) the making of this Agreement does not conflict with or result in the breach of or the acceleration of any indebtedness under, any terms, provisions or conditions of, or constitute default under any indenture, mortgage, deed of trust, agreement, joint venture, lease, franchise, certificate, consent, permit, license, authority or other instrument to which eXeBlock is a party or is bound or any judgment, decree, order, rule or regulation of any court or administrative body by which eXeBlock is bound, or, to the knowledge of the eXeBlock, any law, statute or regulation applicable to eXeBlock;

- (i) the eXeBlock Financial Statements present fairly and will present fairly, respectively, in all material respects, the financial position of eXeBlock as at the date thereof, and there has been no material adverse change in eXeBlock's financial position since August 31, 2017;
- (j) as at the Closing Date, there will not be any material adverse difference in the aggregate indebtedness of eXeBlock, including provincial sales taxes, income taxes, payroll taxes and remittances, or any contingent liabilities, as shown in the eXeBlock Financial Statements;
- (k) all liabilities (including without limitation, income or sales taxes, salaries, wages, bonuses, vacation pay, severance pay, benefits, management fees, consulting fees) of eXeBlock will be recorded in its books and in a manner consistent with past practices and will be reflected in the eXeBlock Financial Statements in accordance with IFRS, and except as disclosed therein, eXeBlock does not have outstanding, nor has agreed to create or issue, any bonds, debentures, mortgages, notes or other similar instruments, evidencing or constituting indebtedness, and eXeBlock does not have any liability or obligation in respect of any letter of credit, surety bond, performance bond, guarantee, or other similar instrument, nor is it obligated to obtain or provide any such instrument;
- (l) eXeBlock has operated its business only in the ordinary course of business, consistent with past practices, and from the date hereof to the Closing Date, eXeBlock will, other than in the ordinary course of business consistent with past practice:
 - (i) use its best efforts to preserve intact its business, operations and affairs, including the services of all personnel, and promote and preserve its business relationships with customers, suppliers and others having business dealings with it concerning eXeBlock;
 - (ii) pay or satisfy any liabilities of its business (whether accrued, absolute or contingent), other than current liabilities incurred in the ordinary course of business consistent with past practice;
 - (iii) not waive or cancel any material rights or claims, or make any charitable gift or political donation;
 - (iv) not sell or otherwise dispose of any fixed or capital assets;
 - (v) not make any change or changes in its business, financial condition, assets or liabilities, which could reasonably be expected to have a material adverse effect on its business, financial condition, assets or liabilities;
 - (vi) not make any increase in compensation or other benefits payable or to become payable to its directors, officers, or employees, or any of them;
 - (vii) not declare or pay any dividend or make any distribution, whether in cash, stock, or in specie, in respect of any of its common shares or repurchase, redeem or otherwise acquire any of its securities; and
 - (viii) unless agreed upon with the Purchaser, not authorize, agree or otherwise become committed to do any of the foregoing; and

- (m) there are no material actions, suits, appeals, claims, applications, orders, investigations, proceedings, grievances, arbitrations, or alternative dispute resolution processes in progress, or, to the knowledge of eXeBlock, pending or threatened by or against eXeBlock.

3.3 The representations, warranties, covenants, and agreements of the Selling Shareholder and eXeBlock contained in this Agreement or in any documents delivered in connection with the transactions contemplated hereby will be true at and as of the time of Closing as though the Selling Shareholder and eXeBlock made these representations and warranties at and as of that time. Despite any investigations the Purchaser may make before the signing of this Agreement or the Purchaser's waiver of any condition, the representations, warranties, covenants, and agreements of the Selling Shareholder and eXeBlock will survive the Closing for one year.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

4.1 To induce the Selling Shareholder and eXeBlock to enter into and consummate this Agreement, the Purchaser represents and warrants to the Selling Shareholder and eXeBlock as follows:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of British Columbia, is in good standing with respect to the filing of annual reports, and has the power and authority to enter into, deliver, and perform its obligations under this Agreement;
- (b) the Purchaser is a "reporting issuer" as that term is defined under the *Securities Act* (British Columbia), and is not included in the lists of defaulting reporting issuers maintained by the British Columbia Securities Commission and the Alberta Securities Commission, and is not in default of the payment of prescribed fees and charges the required by the *Securities Act* (British Columbia) or the *Securities Act* (Alberta) or the rules and regulations thereto;
- (c) the Purchaser's continuous disclosure filings with the securities commissions in British Columbia and Alberta are current and accurate, and such filings are true and correct;
- (d) all necessary corporate action on the part of the Purchaser will, at Closing, validly authorize the signing, delivery, and performance of this Agreement and the completion of the transactions contemplated by this Agreement;
- (e) this Agreement constitutes a legal, valid, and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;
- (f) the Purchaser's authorized capital is an unlimited number of Common Shares, of which there are currently 5,596,600 Common Shares issued and outstanding ;
- (g) other than the Warrants, no person has any written or oral agreement or option or right capable of becoming an agreement:
 - (i) to require the Purchaser to issue any securities or to convert or exchange any securities into or for Common Shares or other securities of the Purchaser; or
 - (ii) for the purchase, subscription, allotment, or issuance of any of the issued or unissued Common Shares or other securities of the Purchaser; or

- (iii) to require the Purchaser to purchase, redeem, or otherwise acquire any of the issued and outstanding Common Shares or other securities of the Purchaser;
 - (h) the audited financial statements of the Purchaser for the fiscal year ended July 31, 2017, as will be filed and made available to the public on SEDAR under the Purchaser's profile, will present fairly, in all material respects, the financial position of the Purchaser as at the date thereof, and there has been no material adverse change in the Purchaser's financial position since July 31, 2017;
 - (i) as at the Closing Date, there will not be any material adverse difference in the aggregate indebtedness of the Purchaser, including goods and services taxes, provincial sales taxes, income taxes, payroll taxes and remittances, or any contingent liabilities, as shown on the most recent financial statements of the Purchaser;
 - (j) the Consideration Shares will be issued as fully paid and non-assessable Common Shares and will be issued subject only to such hold restrictions and escrow requirements imposed by applicable securities laws and the policies of the CSE, and, if requested by the Purchaser and eXeBlock, pooling under a pooling agreement;
 - (k) the making of this Agreement does not conflict with or result in the breach of or the acceleration of any indebtedness under, any terms, provisions or conditions of, or constitute default under any indenture, mortgage, deed of trust, agreement, joint venture, lease, franchise, certificate, consent, permit, license, authority or other instrument to which the Purchaser is a party or is bound or any judgment, decree, order, rule or regulation of any court or administrative body by which the Purchaser is bound, or any law, statute or regulation applicable to the Purchaser; and
 - (l) there are no material actions, suits, appeals, claims, applications, orders, investigations, proceedings, grievances, arbitrations, or alternative dispute resolution processes in progress, or, to the knowledge of the Purchaser, pending or threatened by or against the Purchaser.
- 4.2 The representations, warranties, covenants, and agreements of the Purchaser contained in this Agreement or in any documents delivered in connection with the transactions contemplated hereby will be true at and as of the time of Closing as though the Purchaser made these representations and warranties at and as of that time. Despite any investigations the Selling Shareholder or eXeBlock may make before the signing of this Agreement or the waiver by the Selling Shareholder or eXeBlock of any condition, the representations, warranties, covenants, and agreements of the Purchaser will survive the Closing for one year.

5. COVENANTS

- 5.1 Prior to the Closing Date, the Purchaser will use reasonable commercial efforts to obtain written consents from the holders of over 50% of the total issued and outstanding Common Shares, approving the Transaction, in accordance with the policies of the CSE.
- 5.2 eXeBlock agrees to:
- (a) use its reasonable commercial efforts to cause eXeBlock Shareholders to sign a share exchange agreement in the form of this Agreement;
 - (b) forthwith prepare and deliver the following:

- (i) the eXeBlock Financial Statements;
 - (ii) a business plan containing sufficient information for the preparation of a CSE Listing Statement;
 - (iii) a fully executed and notarized CSE Personal Information Form from each nominee of eXeBlock as an officer and director of the Purchaser, satisfactory to the CSE; and
 - (iv) escrow agreements with the Purchaser and its escrow agent executed by all eXeBlock Shareholders who are "Related Persons" within the meaning of the CSE's policies;
 - (v) pooling agreements with the Purchaser and its transfer agent executed by certain eXeBlock Shareholders in the form agreed upon by the Purchaser and eXeBlock; and
- (c) operate its business in a prudent and business-like manner and, except for transactions contemplated herein, in the ordinary course and in a manner consistent with past practice.

5.3 From the date of this Agreement until the earlier of the completion of the Transaction and the Termination Date, the Purchaser and eXeBlock will:

- (a) cooperate fully with each other and use all reasonable commercial efforts to assist each other in completing the Transaction, filing and clearing a non-offering prospectus and obtaining the approval of the Transaction by the CSE and listing of the Common Shares the CSE, including without limitation, assisting with the preparation of a non-offering prospectus, a CSE listing statement, and other documents as may be required by the policies of the CSE, applicable securities laws, and the terms of this Agreement, and providing all required information regarding eXeBlock, its business, assets, and financial condition, unless such cooperation and efforts would cause the party to be in breach of applicable statutory or regulatory requirements; and
- (b) allow the other party and its respective authorized representatives, including legal counsel, auditor and consultants, access at all reasonable times to all information, books, records and facilities relevant for the purpose of the Transaction.

6. CONDITIONS PRECEDENT

6.1 The completion of the Transaction will be subject to the following conditions precedent being satisfied or waived at or before the time of Closing on the Closing Date or such earlier date specified herein:

- (a) The following conditions precedents are for the mutual benefit of the Purchaser and eXeBlock:
 - (i) receipt of all required regulatory, corporate and third party approvals, including approval of the Transaction by the Purchaser's shareholders, and fulfilment of all applicable regulatory requirements and conditions necessary to complete the Transaction;

- (ii) eXeBlock Shareholders holding all of the total issued and outstanding eXeBlock Shares at Closing will have agreed to transfer their eXeBlock Shares to the Purchaser by signing a share exchange agreement in the form of this Agreement;
 - (iii) the representations and warranties of the Selling Shareholder set out in Section 3.1 will be true and correct in every particular as if the Selling Shareholder had made those representations and warranties on the Closing Date;
 - (iv) the Selling Shareholder will have performed and complied with all the obligations, covenants and agreements to be performed and complied with by the Selling Shareholder; and
 - (v) there will be no prohibition at law against the completion of Transaction.
- (b) The following conditions precedent are for the Purchaser's sole benefit:
- (i) receipt by the Purchaser of the documents listed in Sections 7.3 and 7.4 of this Agreement;
 - (ii) no material adverse change will have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of eXeBlock, financial or otherwise, between the date hereof and the Closing Date;
 - (iii) the representations and warranties of eXeBlock set out in Section 3.2 will be true and correct in every particular as if eXeBlock had made those representations and warranties on the Closing Date;
 - (iv) eXeBlock will have performed and complied with all the obligations, covenants and agreements to be performed and complied with by eXeBlock; and
 - (v) no inquiry or investigation (whether formal or informal) in relation to eXeBlock or its directors or officers will have been commenced or threatened by any securities commission, any stock exchange or other regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on eXeBlock, its business, assets or financial condition.
- (c) The following conditions precedent are for the sole benefit of eXeBlock and the Selling Shareholder:
- (i) receipt by eXeBlock of the documents listed in Section 7.2 of this Agreement;
 - (ii) receipt of the approval of the board of directors of eXeBlock;
 - (iii) receipt of copies of the written consents from the holders of over 50% of the total issued and outstanding Common Shares, approving the Transaction;
 - (iv) the Purchaser will have changed its name to "eXeBlock Technology Corp." or such other name as may be mutually acceptable to the Purchaser, eXeBlock, the CSE and Registrar of Companies for British Columbia;
 - (v) on the Closing Date, there will be no other issued and outstanding Common Shares or other securities of the Purchaser other than as disclosed in this Agreement;

- (vi) on the Closing Date, all current directors and officers of the Purchaser will have resigned and the board of directors will then consist of three directors nominated by eXeBlock, and the Chief Executive Officer, Chief Financial Officer and other officers will be those persons appointed by the Purchaser's new board of directors;
 - (vii) the Purchasers' representations and warranties set out in Section 4.1 will be true and correct in every particular as if the Purchaser had made those representations and warranties on the Closing Date;
 - (viii) the Purchaser will have performed and complied with all the obligations, covenants and agreements to be performed and complied with by the Purchaser;
 - (ix) no material adverse change will have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of the Purchaser, financial or otherwise, between the date hereof and the Closing Date;
 - (x) the representations and warranties of the Purchaser set out in Section 4.1 will be true and correct in every particular as if the Purchaser had made those representations and warranties on the Closing Date;
 - (xi) the Purchaser will have performed and complied with all the obligations, covenants and agreements to be performed and complied with by the Purchaser;
 - (xii) there will be no legal proceeding or regulatory actions or proceedings against the Purchaser at the Closing Date, other than as disclosed to eXeBlock and being accepted in writing by eXeBlock, which may have a material adverse effect on the Purchaser, its business, assets or financial condition; and
 - (xiii) no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its directors or officers will have been commenced or threatened by any securities regulatory authority, the CSE or other regulatory authority having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on the Purchaser, its business, assets or financial condition.
- (d) Conditions Precedent and Right of Waiver
- (i) The conditions precedent set out in Subsection 6.1(a) are for the mutual benefit of eXeBlock and the Purchaser. The conditions precedent set out in Subsection 6.1(b) are for the sole benefit of the Purchaser and the conditions precedent set out in Subsection 6.1(c) are for the sole benefit of eXeBlock and the Selling Shareholder. Any party may refuse to proceed with the Closing if the conditions precedent for its benefit are not fulfilled to its reasonable satisfaction before the Closing Date and, except as otherwise specified herein, such party will incur no liability to the other party by reason of such refusal.
 - (ii) The conditions precedent set out in Subsections 6.1(a), (b) and (c) may be waived in whole or in part by the party for whose benefit they have been included herein in that party's sole and absolute discretion. No such waiver will be of any effect unless it is in writing signed by the party granting the waiver.

7. CLOSING MATTERS

- 7.1 The Closing will occur on the Closing Date at the hour of ten o'clock in the forenoon at the offices of Pender Street Corporate Consulting Ltd, Suite 1128-789 West Pender Street, Vancouver British Columbia, V6C 1H2. The Closing Date will be on or before the seventh business day following the date of removal of the last of the conditions precedent in favor of the Purchaser set out in Subsections 6.1(a) and (b) hereof, which will in any event be no later than September 15, 2017, or such other date to which the parties may agree in writing.
- 7.2 On the Closing Date, the Purchaser will deliver the following documents:
- (a) a treasury order directing the Purchaser's transfer agent to issue the number of Consideration Shares to the Selling Shareholder set forth in Schedule "A" in book-entry form pending a change of the Purchaser's name and listing of the Common Shares on the CSE;
 - (b) resignations of all current directors and officers of the Purchaser;
 - (c) directors' resolutions sequentially appointing eXeBlock' nominees as directors and officers; and
 - (d) such other documents as eXeBlock may reasonably request
- 7.3 On the Closing Date, the Selling Shareholder will deliver the share certificate representing the Selling Shareholder's eXeBlock Shares for cancellation, and such other documents as the Purchaser or eXeBlock may reasonably request.
- 7.4 On the Closing Date, eXeBlock will deliver a share certificate to the Purchaser representing all of the issued and outstanding eXeBlock Shares and such other documents as the Purchaser may reasonably request.

8. TERMINATION

- 8.1 This Agreement may be terminated as follows:
- (a) by the mutual written agreement of the Purchaser and eXeBlock; or
 - (b) by either the Purchaser or eXeBlock if the Closing Date doesn't occur by September 15, 2017, or such other date to which the parties may agree in writing;
 - (c) by the Purchaser if any of the conditions in Subsection 6.1(a) or (b) have not been satisfied as of the Closing Date or waived at or prior to Closing; or
 - (d) by eXeBlock on behalf of itself and the Selling Shareholder if any of the conditions in Subsection 6.1(a) or (c) have not been satisfied as of the Closing Date or waived at or prior to Closing; or
 - (e) by either the Purchaser or eXeBlock (the "**non-defaulting party**") if any other party to this Agreement has materially breached or is in material default of any provision of this Agreement and fails to cure or remedy such breach or default within ten (10) days after receiving written notice from the non-defaulting party containing details of the breach or default; or

(f) by either the Purchaser or eXeBlock, if any applicable securities regulatory authority, or other regulatory authority or the CSE has given notice in writing to either the Purchaser or eXeBlock that it will not approve the Transaction or the non-offering prospectus or will not permit the Transaction to proceed or will not approve the listing of the Common Shares on the CSE.

8.2 Upon termination of this Agreement, the parties will have no obligations to each other, other than in respect of the confidentiality provisions contained in Article 9 and the provisions related to costs and expenses in Article 11.

8.3 Immediately upon termination of this Agreement for any reason, all information and documents received by one party from the other in written form (including any copies) will be returned to the party originally delivering them and any electronic copies will be deleted or destroyed.

9. CONFIDENTIALITY

9.1 No disclosure or announcement, public or otherwise, in respect of the Transaction or the other transactions contemplated in this Agreement will be made by either the Purchaser or eXeBlock without the prior written agreement of the other party, provided that the obligations herein will not prevent either party from making, after consultation with the other party, any disclosure:

- (a) which is necessary for the Purchaser or eXeBlock to carry out and give full effect to the terms, provisions and intent hereof and the Transaction;
- (b) to broker sponsors, consultants, lawyers, accountants, the shareholders of or other persons from whom any approvals or consents are required, provided that such disclosure is for the purposes of the Transaction and is not intended for broad dissemination to the public;
- (c) as required by the policies of the CSE or any securities laws or regulations applicable to the Purchaser; or
- (d) as its counsel advises may otherwise be required by law or for the purpose of enforcing the provisions hereof or of any agreement contemplated hereby.

9.2 Unless and until the Transaction has been completed, except with the prior written consent of the applicable party, each of the Purchaser and eXeBlock and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in strictest confidence, except as otherwise set out in this Article 9.

9.3 The obligations of confidentiality and non-disclosure in this Article 9 do not apply to information that:

- (a) becomes generally available to the public absent any breach of the provisions of this Agreement;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this Agreement; or
- (c) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential.

9.4 The obligations of confidentiality and non-disclosure set forth in this Article 9 will survive the Termination Date and will extend for a period of one year from the date of this Agreement.

10. POWER OF ATTORNEY

10.1 By signing this Agreement, the Selling Shareholder hereby grants to Robert Randall a power of attorney to sign any and all documents necessary or advisable to be signed by the Selling Shareholder to implement and complete the Transaction and the listing of the Common Shares on the CSE, including without limitation, any waiver of a condition precedent for the benefit of the Selling Shareholder or any waiver of any breach or default of the provisions of this Agreement by the Purchaser.

11. EXPENSES

11.1 Other than as set out below, each party will pay their own costs and expenses (the "**Expenses**") incurred with respect to the Transaction and the other transactions contemplated herein.

12. NOTICES

12.1 All notices which may or are required to be given pursuant to any provision of this Agreement will be in writing and will be deemed given when delivered personally or emailed (which is confirmed) or dispatched (charges prepaid) to a nationally recognized overnight courier service with overnight delivery instructions, in each case addressed to the particular party at:

(a) in the case of the Purchaser:

1040433 B.C. Ltd.
Suite 1128 – 789 West Pender Street
Vancouver, British Columbia V6C 1H2

Attention: Eugene Beukman

Facsimile: (604) 687-3141
Email: ebeukman@pendergroup.ca

With a copy to:

Boughton Law Corporation
700-595 Burrard Street
Vancouver, British Columbia V7X 1S8

Attention: Claudia Losie
Email: closie@boughtonlaw.com

(b) in the case of eXeBlock:

eXeBlock Technology Inc.
47 Lockheed Crescent
Debert, Nova Scotia B0M 1G0

Attention: Jonathan Baha'i, CEO

Facsimile: 204-666-4165

Email: @exeblock.com

- (b) in the case of the Selling Shareholder, the name, address, and email stated in Schedule "A",

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing.

13. GENERAL

- 13.1 The Selling Shareholder acknowledges and agrees that eXeBlock and the Purchaser have given the Selling Shareholder the opportunity to seek, and are hereby recommending that the Selling Shareholder obtain, independent legal and tax advice with respect to the subject matter of this Agreement and, further, the Selling Shareholder hereby represents and warrants to the eXeBlock and the Purchaser that the Selling Shareholder has sought independent legal and tax advice or waives such advice.
- 13.2 No party may assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties.
- 13.3 This Agreement will be binding upon, and will enure to the benefit of and be enforceable by the parties and their respective, heirs, executors, successors and permitted assigns.
- 13.4 Time is of the essence of this Agreement.
- 13.5 This Agreement, together with share purchase agreements in the same form as this Agreement signed by other eXeBlock Shareholders, constitutes the entire agreement among the parties and supersedes and replaces all previous oral or written agreement regarding the purchase and sale of the eXeBlock Shares.
- 13.6 This Agreement may not be amended except by mutual written agreement of the parties hereto.
- 13.7 If any part of this Agreement is declared or held invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in force and effect and be construed as if this Agreement had been signed without the invalid portion and the intention of the parties is that this Agreement would have been signed without reference to any portion which may, for any reason, be declared or held invalid.
- 13.8 The parties agree to sign all other documents and do all other things that may be necessary to implement and carry out the intent of this Agreement and the purchase and sale of the eXeBlock Shares.
- 13.9 This Agreement and any other writing delivered pursuant hereto may be executed by e-mail or fax transmitted signature copies in any number of counterparts with the same effect as if all parties hereto had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

13.10 This Agreement and the rights and obligations and relations of the parties will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein (but without giving effect to any conflict of law rules). The parties agree that the courts of British Columbia will have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the exclusive jurisdiction of the courts of British Columbia.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

1040433 B.C. LTD.

Per:

(signed) "Eugene Beukman"
Authorized Signatory

EXEBLOCK TECHNOLOGY INC.

Per:

(signed) "Jonathan Baha'i"
Authorized Signatory

THE EXEBLOCK SHAREHOLDER:

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Shareholder

Signature

Type of Entity

Print or Type Name

Signature of person Signing

Print Name and Title of person Signing

SCHEDULE "A"

**Description of the Selling Shareholder, the eXeBlock Shares
and the Purchaser's Consideration Shares**

Name, Address and Email of the Selling Shareholder	Number of eXeBlock Shares	Number of Consideration Shares of the Purchaser
_____ Name of eXeBlock Shareholder		
_____ Address		
_____ Address		
_____ Email Address		

SCHEDULE "B"

**Description of Purchaser and Shareholdings in
1040433 B.C. Ltd.**

**Name, Address and Email of the Selling
Shareholder**

Number of 1040433 B.C. Ltd. Shares

Name of 1040433 B.C. Ltd. Shareholder

Address

Address

Email Address