

Dated February 14 , 2019

EXEBLOCK TECHNOLOGY CORPORATION

and

FALLOUT COMPLEX INC.

and

DATA SECURITY NODE INC.

and

10353027 CANADA CORPORATION

and

PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION

and

JONATHAN BAHA'I

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is dated February 14, 2019 and made between:

- (1) **EXEBLOCK TECHNOLOGY CORPORATION**, a corporation existing under the laws of the Province of British Columbia (the **Seller**);
- (2) **FALLOUT COMPLEX INC.**, a corporation existing under the laws of the Province of Nova Scotia (**Fallout**);
- (3) **DATA SECURITY NODE INC.**, a corporation existing under the laws of the Province of Nova Scotia (**Data Security**);
- (4) **10353027 CANADA CORPORATION**, a corporation existing under the laws of Canada (the **Shareholder**);
- (5) **PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION**, a not for profit corporation existing under the laws of Canada (the **Purchaser**); and
- (6) **JOHNATHAN BAHAI**, an individual resident in Debert, Nova Scotia (**Baha'i**).

WHEREAS the Seller wishes to sell the Purchased Assets (as defined below) and the Purchaser wishes to purchase the Purchased Assets, on and subject to the terms and conditions set out in this Agreement.

AND WHEREAS the Seller wishes to purchase the Maximum Purchased Shares (as defined below) and the Shareholder wishes to sell the Maximum Purchased Shares, on and subject to the terms and conditions set out in this Agreement.

WHEREAS the Seller and the Purchaser wish to terminate the Software Development Agreement (as defined below).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties (as defined below) agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Additional Purchased Shares has the meaning ascribed to such term in Section 2.5(b).

Acquisition Agreements means the Bill of Sale and the IP Assignment Agreement.

Affiliate has the meaning ascribed to such term in the *Securities Act* (Nova Scotia).

Agreement means this purchase agreement and the Schedules and Exhibits attached to it or otherwise forming part of it, as the same may be amended, restated, replaced, supplemented or novated from time to time; and the words **Article** and **Section** followed by a number or letter mean and refer to the specified Article or Section of this purchase agreement.

Asset Purchase Price has the meaning ascribed to such term in Section 2.2.

Assumed Liabilities means all Liabilities of the Seller in connection with the following which the Purchaser has agreed to assume: (i) trade and accounts payable incurred by the Seller prior to Closing pursuant to the Blockchain Developer Agreement; and (ii) the Blockchain Developer Agreement.

Authorization means, with respect to any Person, any order, permit, approval, consent, waiver, licence or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Authority having jurisdiction over the Person.

Bill of Sale means the bill of sale, assignment and assumption agreement in the form attached as Exhibit A.

Baha'i has the meaning specified on Page 1 of this Agreement.

Baha'i Indebtedness has the meaning ascribed to such term in Section 3.1.

Blockchain Developer Agreement means the blockchain developer agreement between the Seller and PixelPlex Inc.

Bunker Lease means the commercial lease agreement by and between the Seller (as tenant) and Fallout (as landlord) for the 64,000 square foot underground bunker located in Debert, Nova Scotia.

Business Day means any day, other than a Saturday, Sunday or statutory or civic holiday in Halifax, Nova Scotia.

Canadian Dollar or \$ means the lawful currency of Canada.

Claim means any actual civil, criminal, administrative, regulatory or investigative inquiry, any judicial or arbitral section, any suit, investigation, assessment, reassessment, judgment, settlement, compromise or proceeding, and any action, claim or demand relating thereto.

Closing means the completion of the Transactions as contemplated by this Agreement.

Closing Date has the meaning ascribed to such term in Section 12.1.

Data Indebtedness has the meaning ascribed to such term in Section 3.1.

Data Security has the meaning specified on Page 1 of this Agreement.

Equipment means the equipment set out in Schedule 1.1.

Escrow Agreement means the escrow agreement made as of October 4, 2017 between the Seller, National Issuer Services Ltd. and certain security holders of the Seller, including the Shareholder.

Escrowed Shares means the 6,000,000 common shares of the Seller currently registered in the name of the Shareholder and subject to the terms and conditions of the Escrow Agreement.

Fallout has the meaning specified on page 1 of this Agreement.

Fallout Indebtedness has the meaning ascribed to such term in Section 3.1.

Furniture and Fixtures means that furniture and those fixtures set out in Schedule 1.1.

Governmental Authority means any (a) multinational, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission,

board, arbitrator, adjudicator, tribunal, bureau or agency, domestic or foreign having or purporting to have jurisdiction in the relevant circumstance, (b) any subdivision or authority of any of the above, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or Tax Authority under or for the account of any of the above.

Indebtedness has the meaning ascribed to such term in Section 3.1.

Initial Purchased Shares has the meaning ascribed to such term in Section 2.5(a).

IP Assignment Agreement means an assignment agreement with respect to the assignment of the Purchased IP Rights from the Seller to the Purchaser in the form attached as Exhibit B.

IP Rights means (a) all Patents, (b) all Trademarks, (c) all registered and unregistered statutory and common law copyrights, (d) all industrial designs, (e) all registrations, applications and renewals for any of the foregoing, (f) all Trade Secrets, and (g) all other intellectual property rights as recognized by Law.

Laws means any and all (a) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards of any Governmental Authority, and (c) policies, guidelines and protocols having the force of law.

Liabilities means any and all debts, liabilities, expenses, commitments and obligations of any kind, character or description, whether direct or indirect, fixed or unfixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or unasserted, known or unknown, disputed or undisputed, joint or several, secured or unsecured, determined, determinable or otherwise, whenever or however arising (including whether arising out of any contract or tort based on negligence or strict liability).

Lien means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), privilege, pre-emptive right or right of first refusal, ownership or title retention agreement, restrictive covenant or conditional sale agreement, limitation, commitment, encroachment, restriction or encumbrance or third party right of any kind or nature whatsoever.

Maximum Purchased Shares means the aggregate of the Escrowed Shares and the Non-Escrowed Shares.

NI 62-104 means National Instrument 62-104 – *Take-Over and Issuer Bids*.

Non-Escrowed Shares means the 3,965,000 common shares of the Seller currently registered in the name of the Shareholder and not subject to the terms and conditions of the Escrow Agreement.

Order means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award.

Outside Date means May 1, 2019 or such later date as may be agreed to in writing by the Parties.

Parties means the Seller, the Purchaser, the Shareholder, Data Security, Fallout, Baha'i and any other Person who may become a party to this Agreement.

Patents means any patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), all registrations, applications and renewals therefor including all provisional applications, substitutions, continuations, continuations-in-part, patents of addition, improvement patents, divisions, renewals, reissues, confirmations, counterparts, re-examinations and extensions thereof.

Person means a natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, corporation or company (with or without share capital), limited liability company, stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority.

Purchase Escrow Agreement has the meaning ascribed to such term in Section 2.3(a).

Purchased Assets means those specific assets set forth in Schedule 1.1.

Purchased IP Rights has the meaning specified in Schedule 1.1.

Purchaser has the meaning specified on page 1 of this Agreement.

Recommendation Change means the withdrawal, modification, change or qualification (or publicly propose to withdraw, modify or qualify), in a manner adverse to the Purchaser or the Shareholder, the approval or recommendation of the Transactions by the Seller.

Regulatory Approvals means those sanctions, rulings, consents, Orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute, rule or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Authorities, regulatory agencies, securities commissions, stock exchanges or self-regulatory organizations.

Sales Tax means Canadian federal, provincial and territorial goods and services taxes, harmonized sales taxes, value-added taxes and retail sales taxes or other taxes of a similar nature and including taxes levied on, or measured by, or referred to as use, excise and stamp taxes, including, for greater certainty, taxes imposed pursuant to Part IX of the *Excise Tax Act* (Canada) and any corresponding provision of provincial law.

Seller has the meaning specified on page 1 of this Agreement.

Seller Board means the board of directors of the Seller as the same is constituted from time to time.

Seller Circular means any notice of Seller Special Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Seller Shareholders in connection with the Seller Special Meeting, as amended, supplemented or otherwise modified from time to time.

Seller Shareholder Approval means, if required, the approval of the Seller Transaction Resolution by 66% of the votes cast on the Seller Transaction Resolution by the Seller Shareholders present in person or represented by proxy at the Seller Special Meeting and voting as a single class and a simple majority of the votes cast on the Seller Transaction Resolution excluding the votes required to be excluded under Multilateral Instrument 61-101 – *Take-Over Bids and Special Transactions*.

Seller Shareholders means the holders of the Seller Shares.

Seller Shares means the issued and outstanding common shares in the capital of the Seller.

Seller Special Meeting means any special meeting (or annual and special meeting) of the Seller Shareholders, including any adjournment or postponement thereof, to consider, among other things, the Seller Transaction Resolution.

Seller Transaction Resolution means an ordinary resolution of the Seller Shareholders seeking approval for the Transactions which are to be considered at the Seller Special Meeting.

Share Consideration means the lesser of an amount equal to the "market price" of the Seller's common shares as determined in accordance with Section 1.11 of NI 62-104 at the Time of Closing multiplied by the Initial Purchased Shares or Additional Purchased Shares, as applicable, and (b) \$1.00 in aggregate.

Share Purchase Expiry Date has the meaning ascribed to such term in Section 2.5(b).

Shareholder has the meaning specified on page 1 of this Agreement.

Software means, collectively, the following software programs and any in-progress development versions thereof: (a) 50/50 Labs, a decentralized blockchain application intended to enable eligible organizations to set up and execute fundraiser campaigns; (b) Sidechain, a decentralized blockchain application intended to enable transfers of value between the Bitcoin blockchain and the PeerPlays blockchain; and (c) eXeChain, a blockchain platform intended to support and run Solidity (Ethereum) Smart contracts and WASM (EOS) smart contracts.

Software Development Agreement means the software development agreement dated December 18th, 2017 between the Seller and the Purchaser.

Tax Act means the *Income Tax Act* (Canada).

Tax Authority means the Canada Revenue Agency and any other Governmental Authority having authority with respect to the administration, interpretation or enforcement of Taxes and their respective successors, if any.

Taxes includes any taxes, duties, assessments, imposts, fees, dues, withholdings, levies and other charges of any nature imposed by any Tax Authority and includes all interest, penalties, fines, additions to tax or other additional amounts imposed by any Tax Authority including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, property, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervailing and anti-dumping and all employment insurance, health insurance and Canada and other government pension plan and other employer plan premiums, contributions or withholdings and all other taxes and similar governmental charges of any kind imposed by any Governmental Authority.

Time of Closing means 9:00 a.m. Halifax Time on the Closing Date or such other time as may be agreed by the Parties.

Trademarks means trade-marks, service marks, trade dress, trade names, logos, domain names and corporate names, all registrations, applications and renewals therefor, and whether registered or existing at common law.

Trade Secrets means the confidential know how, methods, information and processes, not generally known nor reasonably ascertainable by others and which likely provides the Seller with an advantage over competitors, including without limitation confidential information, data, and source code.

Transaction Documents means the Acquisition Agreements and all other agreements, certificates and other instruments or documents delivered or given pursuant to this Agreement.

Transactions means the transactions contemplated by this Agreement, including, for greater certainty, the purchase and sale of the Purchased Assets by the Purchaser, the assumption of the Assumed Liabilities by the Purchaser, the purchase of the Initial Purchased Shares or Additional

Purchased Shares, as applicable, by the Seller and the termination of the Software Development Agreement.

1.2 Gender and Number

In this Agreement, unless there is something in the subject matter or context inconsistent therewith,

- (a) words in the singular number include the plural and are to be construed as if the plural had been used and *vice versa*, and
- (b) words importing the use of any gender include all genders where the context or party referred to so requires, and the rest of the sentence is to be construed as if the necessary grammatical changes had been made.

1.3 Certain Phrases and Calculation of Time

- (a) In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation" and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.
- (b) When calculating the period of time "within" which or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is to be excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

1.5 Currency

All monetary amounts in this Agreement, unless otherwise specified, are stated in Canadian Dollar.

1.6 Statutory References

Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and the regulations and ministerial orders made under that statute, as the same may, from time to time, be amended, re-enacted or replaced.

1.7 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Agreement and each of the Transaction Documents. If an ambiguity or a question of intent or interpretation arises, this Agreement and each of the Transaction Documents are to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in favour of any Party by virtue of the authorship of any provision of this Agreement or any of the Transaction Documents.

1.8 Governing Law

- (a) This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the Laws of the Province of Nova Scotia and the federal Laws of Canada applicable therein, without regard to conflict of law principles.
- (b) Each of the Parties irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Nova Scotia and in any action or proceeding arising out of or relating to this Agreement. Each of the Parties waives objection to the venue of any action or proceeding in such court or any argument that such court provides an inconvenient forum.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchased Assets and Assumed Liabilities

Subject to the terms and conditions of this Agreement and the Acquisition Agreements, the Seller agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase and assume from the Seller, the Purchased Assets (as is, where is) and the Assumed Liabilities, with effect from the Time of Closing. For greater certainty, following the Time of Closing, any obligation to discharge, satisfy, perform or fulfill any Assumed Liability will be an exclusive obligation of the Purchaser.

2.2 Asset Purchase Price

The purchase price payable by the Purchaser to the Seller for the Purchased Assets shall be two hundred fifty thousand dollars (\$250,000) (the **Asset Purchase Price**) exclusive of all Sales Tax applicable to the sale of the Purchased Assets contemplated herein.

2.3 Payment of the Asset Purchase Price

- (a) The Asset Purchase Price and all Sales Taxes applicable to the sale of the Purchased Assets on Closing shall be paid by the Purchaser to the Seller immediately upon execution of this Agreement as follows, such amounts to be held in escrow by the Seller's solicitor in accordance with the terms of an escrow agreement substantially in the form attached as Exhibit C (the **Purchase Escrow Agreement**):
 - (i) as it relates to the Asset Purchase Price, by wire transfer of immediately available funds to the Seller's solicitor; and
 - (ii) as it relates to the Sales Taxes, an amount equal to the Sales Taxes applicable to the sale of the Purchased Assets as if the Transactions had closed on the date of this Agreement by wire transfer of immediately available funds to the Seller's solicitor.
- (b) For purposes of any wire transfers contemplated in this Agreement to the Seller's solicitor, the following are particulars of accounts into which funds are to be wired:

[Redacted - account particulars]

2.4 Sales Tax

Upon Closing the Seller shall be responsible for the payment of any Sales Taxes to the appropriate Governmental Authority imposed on the Seller by reason of the sale of the Purchased Assets.

2.5 Purchase and Sale of Shares

- (a) Shareholder agrees to sell and the Seller agrees to purchase at the Time of Closing the largest number of Maximum Purchased Shares (the **Initial Purchased Shares**) permitted by applicable Laws and Regulatory Approvals (provided that the Seller shall not be required to make a formal issuer bid under applicable securities laws), for the Share Consideration which shall be satisfied at the Closing by the payment of the Share Consideration in cash from the Seller to the Shareholder.
- (b) If the Initial Purchased Shares is less than all of the Maximum Purchased Shares, then the Seller can continue to seek all required Regulatory Approvals necessary to acquire up to all of the Maximum Purchased Shares not included in the Initial Purchased Shares (the **Additional Purchased Shares**) until November 30, 2020 (the **Share Purchase Expiry Date**). The Shareholder agrees to sell and the Seller agrees to purchase forthwith upon receipt of all required Regulatory Approvals prior to the Share Purchase Expiry Date the largest number of Additional Purchased Shares permitted by applicable Laws and Governmental Authorities (provided that the Seller shall not be required to make a formal issuer bid under applicable securities laws), for the Share Consideration which shall be satisfied by the payment of the Share Consideration in cash from the Seller to the Shareholder. The Shareholder agrees to promptly execute and deliver such assignments, consents, transfer forms, letters of instruction, power of attorneys, documentation relating to the release of any Lien on the Additional Purchased Shares and other agreements, documents and instruments as may be reasonably required by the Seller to complete the transfer of the Additional Purchased Shares in a prompt and timely manner.
- (c) Until the Share Purchase Expiry Date, the Shareholder will not, either directly or indirectly or jointly or in concert with any other person, without the prior written consent of the Seller in the Seller's sole discretion (i) transfer, sell, assign or convey, directly or indirectly (including by way of any right, option or derivative transaction), any of the Maximum Purchased Shares, or any interest therein, to any person or entity or (ii) permit or allow the Maximum Purchased Shares to become subject to any Lien, other than the Escrow Agreement.
- (d) Each of the Seller and the Shareholder hereby acknowledge and agree that in the event the Share Consideration is \$1.00, (i) that the market price of the Seller's common shares at the Time of Closing (based on the closing price of the Seller's common shares on the trading day prior to the Time of Closing) will be greater than the Share Consideration, (ii) the Shareholder has agreed to sell the Initial Purchased Shares or Additional Purchased Shares, as applicable, to the Seller for \$1.00 which it understands will be a discount to the market price of the Seller's common shares at the Time of Closing, (iii) the \$1.00 has been negotiated in good faith and is acceptable to the Shareholder, (iv) the market price of the Seller's common shares may fluctuate between the date of this Agreement and the Time of Closing and may be more or less than the market price as of the date of this Agreement, and (v) there will be no adjustment to the determination of the Share Consideration notwithstanding any increase or decrease in the market price of the Seller's common shares between the date of this Agreement and the Time of Closing.

ARTICLE 3 INDEBTEDNESS; BUNKER LEASE; SOFTWARE DEVELOPMENT AGREEMENT

3.1 Indebtedness

The Seller and Data Security acknowledge and agree that as of the date of this Agreement the Seller is indebted to Data Security in the principal amount of \$58,048.92 (the **Data Indebtedness**) in connection with the purchase by Data Security of the Equipment of the Seller's behalf and certain internet and technical support. The Seller and Fallout acknowledge and agree that as of the date of this Agreement the Seller is indebted to Fallout in the principal amount of \$15,559.72 (the **Fallout Indebtedness**) in connection with certain payments under the Bunker Lease as well as Furniture and Fixtures which were purchased by Fallout on the Seller's behalf. The Seller and Baha'i acknowledge and agreement that as of the date of this Agreement the Seller is indebted to Baha'i in the principal amount of \$1,303.71 (the **Baha'i Indebtedness** and together with the Data Indebtedness and the Fallout Indebtedness, the **Indebtedness**) in connection with certain company expenses. Each of Data Security, Fallout and Baha'i hereby agree that at the Closing (a) the Indebtedness, (b) any and all accrued interest or penalties on the Indebtedness, and (c) any other amounts owing by the Seller and its Affiliates to any of Data Security, Fallout or Baha'i, shall be forgiven in full and the Seller shall be released and forever discharged from any obligation to repay any such amounts. For certainty, following the Time of Closing and forgiveness of the amounts described in this Section 3.1, Data Security and Fallout shall retain title to the Equipment and the Furniture and Fixtures, as applicable.

3.2 Bunker Lease

The Seller and Fallout agree that on the Closing Date the Bunker Lease will be terminated in accordance with and pursuant to the termination agreement substantially in the form attached as Exhibit D.

3.3 Termination of Software Development Agreement

The Seller and the Purchaser agree that at the Closing the Seller and the Purchaser shall terminate the Software Development Agreement in accordance with and pursuant to the termination agreement substantially in the form attached as Exhibit E.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller, represents and warrants to the Purchaser and the Shareholder as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that each of the Purchaser and the Shareholder is relying upon the representations and warranties in entering into this Agreement.

4.1 Incorporation and Corporate Power

The Seller is a corporation incorporated, organized and existing under the Laws of the Province of British Columbia and has the corporate power and authority to own and operate its property and assets, carry on its business, and enter into and perform its obligations under this Agreement.

4.2 Execution and Binding Obligation

The execution and delivery by the Seller of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of the Seller, and no other corporate proceedings on the part of the Seller is necessary to authorize this Agreement or the consummation of the Transactions other than the approval of the Seller Circular and other documents relating thereto by the Seller Board, the Seller Shareholder Approval and, approvals required in connection with or in compliance with applicable Laws (including securities laws) and applicable stock exchange rules. This Agreement has been duly and validly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

4.3 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by the Seller of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a breach or a violation of, conflict with, or cause the termination or revocation of, any Authorization held by the Seller or necessary to the ownership and use of the Purchased Assets;
- (b) result in or require the creation of any Lien upon any of the Purchased Assets;
- (c) result in a breach or a violation of, or conflict with, any judgement, Order or decree of any Governmental Authority; or
- (d) result in a material breach or a material violation of, or conflict with (in any material respect), any Law applicable to the Seller.

4.4 Seller Board Approval

As of the date of this Agreement, the Seller Board, at a meeting duly called and held, has unanimously determined that this Agreement and the Transactions are in the best interests of the Seller, have unanimously approved the execution and delivery of this Agreement and the Transactions and have unanimously resolved to recommend that the Seller Shareholders vote in favour of the Seller Transaction Resolution.

4.5 Software

Since December 14, 2018, the Seller has made no material modifications, alterations or changes to the Software.

4.6 No Additional Representations

Except for the representations and expressly set forth in ARTICLE 5 , ARTICLE 6 , ARTICLE 7 , ARTICLE 8 and ARTICLE 9 the Seller has not relied on any representation or warranty from the Purchaser, the Shareholder, Data Security, Fallout or Baha'i or any of their Affiliates or representatives in determining to enter into this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that the Seller is relying on the representations and warranties in entering into this Agreement and selling the Purchased Assets to the Purchaser and transferring the Assumed Liabilities to the Purchaser.

5.1 Incorporation and Corporate Power

The Purchaser is a not for profit corporation incorporated, organized and existing under the laws of Canada and has the corporate power and authority to enter into and perform its obligations under this Agreement.

5.2 Corporate Authorization

The execution, delivery and performance by the Purchaser of this Agreement:

- (a) has been duly authorized by all necessary corporate action on the part of the Purchaser; and

- (b) does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of its constating documents, shareholders' agreements, by-laws or resolutions of its board of directors or shareholders.

5.3 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a material breach or a material violation of, or conflict with (in any material respect), any judgement, judicial order or decree of any Governmental Authority; or
- (b) result in a breach or a material violation of, or material conflict with, any Law applicable to the Purchaser.

5.4 Required Purchaser Authorizations

There is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of the Transactions.

5.5 GST/HST Registration

The Purchaser is registered for GST/HST purposes within the meaning of Part IX of the *Excise Tax Act* (Canada) and its registration number is as follows: 736780495.

5.6 No Broker

No broker, finder, agent or similar intermediary has acted on behalf of the Purchaser in connection with this Agreement or the Transactions, and there are no brokerage commissions, finder's fees or similar fees or commissions payable by the Purchaser in connection herewith.

5.7 Enforceability

This Agreement has been duly and validly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

5.8 Litigation

There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Purchaser, threatened in any court or before any Governmental Authority against, or by the Purchaser that is or could reasonably be expected to affect the Purchaser's right or ability to perform its obligations under this Agreement. The Purchaser has not been charged with or threatened with and is not under any investigation with respect to any charge concerning any violation of any provision of applicable Law that is or could reasonably be expected to affect the Purchaser's right or ability to perform its obligations under this Agreement. The Purchaser is not in default with respect to any Order of a Governmental Authority and the Purchaser is not subject to any outstanding Order of a Governmental Authority that affects the Purchaser's right or ability to perform its obligations under this Agreement.

5.9 No Additional Representations; As Is Where Is

Except for the representations and expressly set forth in ARTICLE 4 : (a) the Purchaser has not relied on any representation or warranty from the Seller or any of its Affiliates or representatives in determining to enter into this Agreement, (b) the Purchaser acknowledges and agrees that the Seller nor its Affiliates or representatives is making or has made any representation or warranty whatsoever, express or implied, including any implied warranty of merchantability or suitability, as to the Purchased Assets or the Purchased IP Rights; and (c) the Purchaser acknowledges and agrees that the Purchased Assets and the Purchased IP Rights are being purchased by the Purchaser on an "as is, where is" basis.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

The Shareholder represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that the Seller is relying on the representations and warranties in entering into this Agreement and purchasing the Initial Purchased Shares or Additional Purchased Shares, as applicable.

6.1 Incorporation and Corporate Power

The Shareholder is a corporation incorporated, organized and existing under the laws of Canada and has the corporate power and authority to enter into and perform its obligations under this Agreement.

6.2 Corporate Authorization

The execution, delivery and performance by the Shareholder of this Agreement:

- (a) has been duly authorized by all necessary corporate action on the part of the Shareholder; and
- (b) does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of its constating documents, shareholders' agreements, by-laws or resolutions of its board of directors or shareholders.

6.3 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by the Shareholder of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a material breach or a material violation of, or conflict with (in any material respect), any judgement, Order or decree of any Governmental Authority; or
- (b) result in a breach or a material violation of, or material conflict with, any Law applicable to the Shareholder.

6.4 No Other Purchase Agreements

Other than the sale of the Initial Purchased Shares or Additional Purchased Shares, as applicable, to the Seller hereunder, no Person has any agreement, option, understanding or commitment, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the purchase or other direct or indirect acquisition for some or all of the Maximum Purchased Shares.

6.5 Ownership of the Maximum Purchased Shares; No Liens

The Shareholder is the legal and beneficial owner of, and has good, valid and marketable title to, all of the Maximum Purchased Shares free and clear of all Liens other than the Escrow Agreement.

6.6 Enforceability

This Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

6.7 Litigation

There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Shareholder, threatened in any court or before any Governmental Authority against, or by the Shareholder that is or could reasonably be expected to affect the Shareholder's ownership of the Maximum Purchased Shares or right or ability to perform its obligations under this Agreement. The Shareholder has not been charged with or threatened with and is not under any investigation with respect to any charge concerning any violation of any provision of applicable Law that is or could reasonably be expected to affect the Shareholder's ownership of the Maximum Purchased Shares or right or ability to perform its obligations under this Agreement. The Shareholder is not in default with respect to any Order and the Shareholder is not subject to any outstanding Order that affects the Shareholder's ownership of the Maximum Purchased Shares or the right or ability to perform its obligations under this Agreement.

6.8 No Additional Representations

Except for the representations and expressly set forth in ARTICLE 4 the Shareholder has not relied on any representation or warranty from the Seller or any of its Affiliates or representatives in determining to enter into this Agreement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BAHAI

Baha'i represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that of the Seller is relying on the representations and warranties in entering into this Agreement.

7.1 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by Baha'i of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a material breach or a material violation of, or conflict with (in any material respect), any judgement, judicial order or decree of any Governmental Authority; or
- (b) result in a breach or a material violation of, or material conflict with, any Law applicable to Baha'i.

7.2 No Broker

No broker, finder, agent or similar intermediary has acted on behalf of Baha'i in connection with this Agreement or the Transactions, and there are no brokerage commissions, finder's fees or similar fees or commissions payable by Baha'i in connection herewith.

7.3 Enforceability

This Agreement has been duly and validly executed and delivered by Baha'i and constitutes a valid and binding obligation of Baha'i, enforceable against Baha'i in accordance with its terms, except as

enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

7.4 Litigation

There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Baha'i, threatened in any court or before any Governmental Authority against, or by Baha'i that is or could reasonably be expected to affect Baha'i's right or ability to perform his obligations under this Agreement. Baha'i has not been charged with or threatened with and is not under any investigation with respect to any charge concerning any violation of any provision of applicable Law that is or could reasonably be expected to affect Baha'i's right or ability to perform his obligations under this Agreement. Baha'i is not in default with respect to any Order of a Governmental Authority and Baha'i is not subject to any outstanding Order of a Governmental Authority that affects the Baha'i's right or ability to perform his obligations under this Agreement.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF FALLOUT

Fallout represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that the Seller is relying on the representations and warranties in entering into this Agreement.

8.1 Incorporation and Corporate Power

Fallout is a corporation incorporated, organized and existing under the laws of Nova Scotia and has the corporate power and authority to enter into and perform its obligations under this Agreement.

8.2 Corporate Authorization

The execution, delivery and performance by Fallout of this Agreement:

- (a) has been duly authorized by all necessary corporate action on the part of Fallout; and
- (b) does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of its constating documents, shareholders' agreements, by-laws or resolutions of its board of directors or shareholders.

8.3 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by Fallout of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a material breach or a material violation of, or conflict with (in any material respect), any judgement, judicial order or decree of any Governmental Authority; or
- (b) result in a breach or a material violation of, or material conflict with, any Law applicable to Fallout.

8.4 Required Fallout Authorizations

There is no requirement for Fallout to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of the Transactions.

8.5 Enforceability

This Agreement has been duly and validly executed and delivered by Fallout and constitutes a valid and binding obligation of Fallout, enforceable against Fallout in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

8.6 Litigation

There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of Fallout, threatened in any court or before any Governmental Authority against, or by Fallout that is or could reasonably be expected to affect Fallout's right or ability to perform its obligations under this Agreement. Fallout has not been charged with or threatened with and is not under any investigation with respect to any charge concerning any violation of any provision of applicable Law that is or could reasonably be expected to affect Fallout's right or ability to perform its obligations under this Agreement. Fallout is not in default with respect to any Order of a Governmental Authority and Fallout is not subject to any outstanding Order of a Governmental Authority that affects Fallout's right or ability to perform its obligations under this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF DATA SECURITY

Data Security represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows and acknowledges and confirms that the Seller is relying on the representations and warranties in entering into this Agreement.

9.1 Incorporation and Corporate Power

Data Security is a corporation incorporated, organized and existing under the laws of Nova Scotia and has the corporate power and authority to enter into and perform its obligations under this Agreement.

9.2 Corporate Authorization

The execution, delivery and performance by Data Security of this Agreement:

- (a) has been duly authorized by all necessary corporate action on the part of Data Security; and
- (b) does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of its constating documents, shareholders' agreements, by-laws or resolutions of its board of directors or shareholders.

9.3 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by Data Security of this Agreement does not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a material breach or a material violation of, or conflict with (in any material respect), any judgement, judicial order or decree of any Governmental Authority; or
- (b) result in a breach or a material violation of, or material conflict with, any Law applicable to Data Security.

9.4 Required Data Security Authorizations

There is no requirement for Data Security to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of the Transactions.

9.5 Enforceability

This Agreement has been duly and validly executed and delivered by Data Security and constitutes a valid and binding obligation of Data Security, enforceable against Data Security in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

9.6 Litigation

There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of Data Security, threatened in any court or before any Governmental Authority against, or by Data Security that is or could reasonably be expected to affect Data Security's right or ability to perform its obligations under this Agreement. Data Security has not been charged with or threatened with and is not under any investigation with respect to any charge concerning any violation of any provision of applicable Law that is or could reasonably be expected to affect Data Security's right or ability to perform its obligations under this Agreement. Data Security is not in default with respect to any Order of a Governmental Authority and Data Security is not subject to any outstanding Order of a Governmental Authority that affects Data Security's right or ability to perform its obligations under this Agreement.

ARTICLE 10 COVENANTS

10.1 Negative Covenants of the Seller

Except as otherwise contemplated by this Agreement, as required by applicable Laws or consented to in writing by the Purchaser, from the date of this Agreement until the earlier of the termination of this Agreement and the Closing, the Seller covenants and agrees not to:

- (a) undertake any activity or enter into any understanding or agreement that will have or would reasonably be expected to have any material adverse effect on the Purchased Assets prior to the Closing Date;
- (b) sell, assign, transfer, convey, lease, license, encumber or otherwise dispose of any Purchased Asset;
- (c) waive or release any material right or claim in respect of any Purchased Assets or any Assumed Liabilities;
- (d) amend, assign, renew, extend or terminate (including through permissive non-renewal) the Blockchain Developer Agreement;
- (e) waive, release or assign any material rights or claims under the Blockchain Developer Agreement;
- (f) request any additional "Services" (as such term is defined in the Blockchain Developer Agreement) or incur any additional expenses under the Blockchain Developer Agreement; or
- (g) design or develop any decentralized application that can be used on the Peerplays blockchain platform under the Software Development Agreement.

10.2 Notification & Cooperation

Subject to compliance with applicable Laws, from the date hereof until the earlier of the termination of this Agreement and the Closing, each Party shall promptly notify the others and keep them apprised as to:

- (a) any Claim which challenges or seeks to restrain or enjoin the consummation of any of the Transactions;
- (b) any representation or warranty made by it or the other contained in this Agreement becoming untrue or inaccurate in any material respect or it failing to comply with or satisfy in any material respect any covenant or agreement to be complied with or satisfied by it or the others under this Agreement;
- (c) any other event that would or would reasonably be expected to result in, individually or in the aggregate, any of the conditions set forth in ARTICLE 11 not being capable of being fulfilled by the Closing Date;
- (d) any written notice received by such Party from a Governmental Authority or third party seeking to restrain or prohibit the Transactions; or
- (e) the commencement of any material Claim against such Party or its Affiliates that would adversely affect the ability of such Party to consummate the Transactions.

No notification made pursuant to this Section 10.2 will have the effect of satisfying any condition set forth in ARTICLE 11, nor will any such notification have any effect for the purposes of determining the right of any Party rights and remedies under this Agreement.

10.3 Meeting

- (a) Subject to the Seller satisfying any requirements of applicable Laws with respect to the approval of the Transactions by the Seller Shareholders and obtaining a written resolution of the requisite number of the Seller Shareholders evidencing such approval for the Transactions within a reasonable period of time, the Seller will convene and conduct any required Seller Special Meeting in accordance with the Seller's articles of incorporation, by-laws and applicable Law as soon as reasonably practicable. The Seller will fix and publish a record date for the purposes of determining the Seller Shareholders entitled to receive notice of and vote at the Seller Special Meeting.
- (b) Subject to the terms of this Agreement, the Seller will use its commercially reasonable efforts to solicit proxies in favour of the approval of the Seller Transaction Resolution.
- (c) The Seller will advise the Purchaser and the Shareholder as the Purchaser or the Shareholder may reasonably request as to the aggregate tally of the proxies received by the Seller in respect of the Seller Transaction Resolution.
- (d) As promptly as reasonably practicable following execution of this Agreement, the Seller shall (i) prepare any Seller Circular together with any other documents required by applicable Law in connection with any Seller Special Meeting, (ii) file the Seller Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Seller Circular as required under applicable Law.
- (e) On the date of mailing thereof the Seller shall ensure that any Seller Circular complies in all material respects with all applicable Law and shall contain sufficient detail to permit the Seller Shareholders to form a reasoned judgment concerning the matters to be placed before them at the Seller Special Meeting, and, without limiting the generality of the foregoing, shall take all reasonable steps to ensure that the Seller Circular will not contain any misrepresentation (except that the Seller shall not be responsible to the Purchaser, the Shareholder, Data Security, Fallout or Baha'i for any information relating to the Purchaser, the Shareholder, Data Security, Fallout, or Baha'i or their Affiliates).

- (f) Subject to Section (g), any Seller Circular shall contain the unanimous recommendation of the Seller Board to the Seller Shareholders that they vote in favour of the Seller Transaction Resolution and a statement that each director and officer of the Seller will vote all of such individual's Seller Shares in favour of the Seller Transaction Resolution and against any resolution submitted by any Seller Shareholder that is inconsistent with the Transactions.
- (g) Nothing in this Agreement shall prohibit the Seller Board from making a Recommendation Change or from making any disclosure to any Seller Shareholders prior to the date of the Seller Special Meeting, if, in the good faith judgment of the Seller Board, after consultation with outside legal counsel, failure to take such action or make such disclosure would be inconsistent with the Seller Board's exercise of its fiduciary duties or such action or disclosure is otherwise required under applicable Law.
- (h) The Purchaser, Data Security, Fallout, the Shareholder and Baha'i agree to furnish the Seller with all such information concerning the Purchaser, Data Security, Fallout, the Shareholder or Baha'i, as applicable, as may be reasonably required by applicable Laws in the preparation of any Seller Circular, and shall ensure that all such information provided by each Party in writing specifically for inclusion in the Seller Circular will not contain any misrepresentation.
- (i) A Party shall promptly notify the others if at any time before the Seller Special Meeting it becomes aware (in the case of the Seller only with respect to the Seller, in the case of the Purchaser only with respect to the Purchaser, in the case of Fallout only with respect to Fallout, in the case of the Shareholder only with respect to the Shareholder, in the case of Data Security only with respect to Data Security, and in the case of Baha'i only with respect to Baha'i) that the Seller Circular contains a misrepresentation, or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Seller Circular as required or appropriate, and the Seller shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Seller Circular to the Seller Shareholders and, if required by applicable Laws, file the same with any Governmental Authority and as otherwise required.

10.4 Cooperation

Each Party shall provide commercially reasonable cooperation to the other Parties and their legal counsel, accountants and other representatives in connection with any steps required to be taken as part of its obligations under this Agreement or that may be required in connection with the Transactions.

10.5 Actions to Satisfy Closing Conditions

Each Party agrees to take all such actions as are within its power to control and use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in ARTICLE 11 , including ensuring that there has been no breach of any representations and warranties.

10.6 Regulatory Approvals

- (a) The Seller agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, to file, or cause to be filed, all documents and to do, or cause to be done, all things necessary, proper or advisable to consummate the Transactions (including the ability to purchase the Maximum Purchased Shares at the Closing, provided the Seller shall not be obligated to make a formal issuer bid under applicable securities laws), including preparing and filing as promptly as practicable all documentation to effect all necessary filings, consents, waivers, approvals (including Regulatory Approvals), authorizations or Orders from all Governmental Authorities by the Closing Date. The Seller

acknowledges and agrees that it shall pay and shall be solely responsible for the payment of all filing fees and other charges in connection with the filings required pursuant to the Regulatory Approvals.

- (b) Further, and without limiting the generality of the rest of this Section 10.6, each of the Parties shall cooperate in all respects with the Seller in connection with any filing or submission and in connection with any investigation or other inquiry and shall promptly (i) furnish to the Seller such necessary information and reasonable assistance as the Seller may request in connection with the foregoing, and (ii) inform the Seller of any communication from any Governmental Authority regarding any of the Transactions, and (iii) provide counsel for the Seller with copies of all filings made by the such Party, and all correspondence between such Party (and its advisors) with any Governmental Authority and any other information supplied by such Party and such Party's Affiliates to a Governmental Authority or received from such a Governmental Authority in connection with the Transactions; provided, however, that materials may be redacted as necessary to comply with contractual arrangements and with applicable Law. The Parties agree not to participate, or to permit their Affiliates to participate, in any substantive meeting or discussion, either in person or by telephone, with any Governmental Authority in connection with the Transactions unless it consults with the other Parties in advance and, to the extent not prohibited by such Governmental Authority, gives the other Parties the opportunity to attend and participate.

ARTICLE 11 CONDITIONS PRECEDENT TO CLOSING

11.1 Purchaser's Conditions

The Purchaser's obligations under this Agreement are conditional upon the performance or compliance with the following conditions at or prior to the Closing, each of which is inserted for the benefit of the Purchaser:

- (a) Each of the representations and warranties of the Seller set forth in this Agreement will be true and correct in all material respects, in each case as of the date hereof and the Closing Date, with the same force and effect as if made at and as of such time, except for representations and warranties that are made as of a specific date, which representations and warranties will be true and correct in all material respects at and as of such date.
- (b) The Seller will have performed or complied in all respects with all of the obligations, covenants, agreements and conditions in this Agreement to be performed or complied with by the Seller at or prior to the Closing.
- (c) The Purchaser will have received a bring-down certificate of the Seller dated as of the Closing Date and signed on behalf of the Seller by a duly authorized officer certifying to his or her knowledge, without personal liability, that the conditions in Subsections 11.1(a) and 11.1(b) have been satisfied.
- (d) There shall have been obtained from all Governmental Authorities, such approvals, consents or licenses as are required to permit the change in ownership of the Purchased Assets by the Purchaser.
- (e) No action, litigation or proceeding will be pending or threatened by any Person to enjoin, restrict, prohibit or nullify the consummation of the Transactions.
- (f) Purchaser will have been provided with all documents and agreements required to be delivered by the Seller pursuant to this Agreement, including those set out in Section 12.2.

- (g) The Seller shall execute and deliver all Transaction Documents required to be executed by the Seller.
- (h) There shall have been obtained all Regulatory Approvals required to permit the Transactions (other than any Regulatory Approvals required to allow the Seller to Purchase the Maximum Purchased Shares).

11.2 Seller's Conditions

The Seller's obligations under this Agreement are conditional upon the performance or compliance with the following conditions, each of which is inserted for the benefit of the Seller:

- (a) Each of the representations and warranties of the Purchaser, Baha'i, the Shareholder, Data Security and Fallout set forth in this Agreement will be true and correct in all material respects as of the date hereof and the Closing Date, with the same force and effect as if made at and as of such time, except for representations and warranties that are made as of a specific date, which representations and warranties will be true and correct in all material respects at and as of such date.
- (b) The Purchaser, Baha'i, the Shareholder, Data Security and Fallout will have performed or complied in all respects with all of the obligations, covenants, agreements and conditions in this Agreement to be performed or complied with such party, as applicable, at or prior to the Closing.
- (c) The Seller will have received a bring-down certificate of each of the Purchaser, the Shareholder, Data Security and Fallout, dated as of the Closing Date and signed on behalf of such party, by a duly authorized officer certifying to his or her knowledge, without personal liability, that the conditions in Subsections 11.2(a) and 11.2(b) applicable to the Purchaser, the Shareholder, Data Security and Fallout, as applicable, have been satisfied.
- (d) The Seller will have received a bring down certificate of Baha'i, dated as of the Closing Date and signed by Baha'i that the conditions in Subsection 11.2(a) and 11.2(b) applicable to Baha'i has been satisfied.
- (e) No action, litigation or proceeding will be pending or threatened by any Person to enjoin, restrict, prohibit or nullify the consummation of the Transactions, including the sale and purchase of the Purchased Assets and the sale and purchase of the Initial Purchased Shares or Additional Purchased Shares, as applicable.
- (f) The Seller will have been provided with all documents and agreements required to be delivered by each of the Purchaser, Fallout, Data Security, the Shareholder and Baha'i pursuant to this Agreement, including those set out in Section 12.3 and 12.4.
- (g) The Seller shall have obtained any required Seller Shareholder Approval or, alternatively, a written resolution of the requisite number of the Seller Shareholders evidencing approval for the Transactions in compliance with applicable Laws.
- (h) There shall have been obtained all Regulatory Approvals required to permit the Transactions (including those Regulatory Approvals required to allow the Seller to purchase the Maximum Purchased Shares).
- (i) The Seller having obtained all necessary Regulatory Approvals to purchase from the Shareholder the Maximum Purchased Shares.

11.3 Shareholder Conditions

The Shareholder's obligations under this Agreement are conditional upon the performance or compliance with the following conditions, each of which is inserted for the benefit of the Shareholder:

- (a) Each of the representations and warranties of the Seller set forth in this Agreement will be true and correct in all material respects as of the date hereof and the Closing Date, with the same force and effect as if made at and as of such time, except for representations and warranties that are made as of a specific date, which representations and warranties will be true and correct in all material respects at and as of such date.
- (b) The Seller will have performed or complied in all respects with all of the obligations, covenants, agreements and conditions in this Agreement to be performed or complied with by the Seller at or prior to the Closing.
- (c) The Shareholder will have received a bring-down certificate of the Seller, dated as of the Closing Date and signed on behalf of the Seller by a duly authorized officer certifying to his or her knowledge, without personal liability, that the conditions in Sections 11.3(a) and 11.3 (b) have been satisfied.
- (d) No action, litigation or proceeding will be pending or threatened by any Person to enjoin, restrict, prohibit or nullify the consummation of the Transactions, including the sale and purchase of the Initial Purchased Shares or Additional Purchased Shares, as applicable.
- (e) The Shareholder will have been provided with all documents and agreements required to be delivered by the Seller and the Shareholder pursuant to this Agreement, including those set out in Section 12.2.
- (f) There shall have been obtained all Regulatory Approvals required to permit the Transactions (excluding those Regulatory Approvals required to allow the Seller to Purchase the Maximum Purchased Shares).

11.4 Waiver of Condition

The Purchaser, in the case of a condition set out in Section 11.1, the Seller, in the case of a condition set out in Section 11.2, and the Shareholder, in the case of a condition set out in Section 11.3, will have, to the extent permitted by applicable Law, the exclusive right to waive, by written notice to the other Party, the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving Party.

11.5 Termination

- (a) This Agreement may be terminated, by written notice given prior to the Closing:
 - (i) by any Party in the event of the issuance of a final and non-appealable Order of a Governmental Authority restraining, enjoining, impeding or otherwise prohibiting or making unlawful the consummation of the Transactions;
 - (ii) by the Purchaser if any of the conditions in Section 11.1 is or becomes incapable of satisfaction (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition on or before the Outside Date;
 - (iii) by the Seller if any of the conditions in Section 11.2 is or becomes incapable of satisfaction (other than through the failure of the Seller to comply with its

obligations under this Agreement) and the Seller has not waived such condition on or before the Outside Date;

- (iv) by the Shareholder if any of the conditions in Section 11.3 is or becomes incapable of satisfaction (other than through the failure of the Shareholder to comply with its obligations under this Agreement) and the Shareholder has not waived such condition on or before the Outside Date;
- (v) by the Seller if the Seller Shareholders fail to approve any required Seller Transaction Resolution at the Seller Special Meeting;
- (vi) by the Seller, if (A) a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is not qualified by reference to materiality has been committed by another Party or (B) a breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is qualified by reference to materiality has been committed by another Party; and in each case such breach or material breach, as the case may be, has not been waived or cured within five (5) Business Days following the date on which the Seller notifies the other Party of such breach or material breach, as the case may be, provided that if on the fifth Business Day following such notification, the breach has not been cured despite commercially reasonable efforts on the part of the breaching Party, then such Party shall be permitted to cure such breach within an additional five (5) Business Days;
- (vii) by the Purchaser, if (A) a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is not qualified by reference to materiality has been committed by the Seller or (B) a breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is qualified by reference to materiality has been committed by the Seller; and in each case such breach or material breach, as the case may be, has not been waived or cured within five (5) Business Days following the date on which the Purchaser notifies the Seller of such breach or material breach, as the case may be, provided that if on the fifth Business Day following such notification, the breach has not been cured despite commercially reasonable efforts on the part of the Seller, then the Seller shall be permitted to cure such breach within an additional five (5) Business Days;
- (viii) by the Shareholder, if (A) a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is not qualified by reference to materiality has been committed by the Seller or (B) a breach of any representation, warranty, covenant, obligation or other provision of this Agreement that is qualified by reference to materiality has been committed by the Seller; and in each case such breach or material breach, as the case may be, has not been waived or cured within five (5) Business Days following the date on which the Purchaser notifies the Seller of such breach or material breach, as the case may be, provided that if on the fifth Business Day following such notification, the breach has not been cured despite commercially reasonable efforts on the part of the Seller, then the Seller shall be permitted to cure such breach within an additional five (5) Business Days; or by written agreement of the Purchaser and the Seller; or by the Seller or the Purchaser if the Closing has not occurred (other than through the failure of the Party seeking to terminate this Agreement to comply in all material respects with its obligations under this Agreement) on or before the Outside Date;
- (ix) by written agreement of the Parties; or

- (x) by the Parties if the Closing has not occurred (other than through the failure of the Party seeking to terminate this Agreement to comply in all material respects with its obligations under this Agreement) on before the Outside Date.
- (b) If this Agreement is terminated as provided in this Section 11.5, this Agreement will become null and void and of no further force and effect and no Party will have any Liability to any other Party or its respective Affiliates, shareholders, directors, officers or representatives, except that:
 - (i) nothing in this Section 11.5 will relieve any Party hereto from Liability prior to such a termination arising out of any fraud or willful and material breach by such Party of any of its representations, warranties, covenants or other agreements contained in this Agreement; and
 - (ii) the provisions of this Section 11.5, and Section 13.9 will remain in full force and effect and will survive the termination of this Agreement.

ARTICLE 12 CLOSING

12.1 Time and Place

The completion of the Transactions will take place through the execution and exchange, via pdf copies of originally signed documents, of the documents and agreements contemplated herein on the Business Day following the satisfaction or waiver of the conditions and obligations of the Parties herein set forth or at such other time or on such other date as may be mutually agreeable to the Parties (the **Closing Date**).

12.2 Documents to be Delivered by the Seller

- (a) Unless waived in writing by the Purchaser, the Seller shall deliver, or arrange to have delivered, to the Purchaser at Closing the following:
 - (i) certified copies of (A) the constating documents and by-laws of the Seller; (B) the resolutions of the Seller Board approving the execution, delivery and performance of this Agreement; and (C) a list of the directors and officers of the Seller authorized to sign this Agreement together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Seller issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
 - (iii) the Acquisition Agreements, duly executed by the Seller, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transfer of the Purchased Assets to the Purchaser and the assumption of the Assumed Liabilities by the Purchaser, in registrable form where registration is customary and if required for registration purposes;
 - (iv) certified copies of the Seller Transaction Resolution duly approved by the Seller Shareholders at the Seller Special Meeting;
 - (v) a signed receipt for the Asset Purchase Price and the Sales Taxes;

- (vi) a termination agreement with respect to the Bunker Lease, substantially in the form attached as Exhibit D, executed by the Seller;
 - (vii) a termination agreement with respect to the Software Development Agreement, substantially in the form attached as Exhibit E, executed by the Seller; and
 - (viii) a non-disparagement agreement substantially in the form attached as Exhibit F, executed by the Seller.
- (b) Unless waived in writing by the Shareholder, the Seller shall deliver, or arrange to have delivered, to the Shareholder at Closing the following:
- (i) certified copies of (A) the constating documents and by-laws of the Seller; (B) the resolutions of the board of directors of the Seller approving the execution, delivery and performance of this Agreement; and (C) a list of the directors and officers of the Seller authorized to sign this Agreement together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Seller issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
 - (iii) certified copies of the Seller Transaction Resolution duly approved by the Seller Shareholders at the Seller Special Meeting, if any;
 - (iv) payment of the Share Consideration in respect of the Initial Purchased Shares or Additional Purchased Shares, as applicable; and
 - (v) such assignments, consents, and other agreements, documents and instruments as may be reasonably required by the Shareholder to complete the transfer of the Initial Purchased Shares or Additional Purchased Shares, as applicable.

12.3 Documents to be Delivered by the Purchaser and Fallout

- (a) Unless waived in writing by the Seller, the Purchaser shall deliver, or arrange to have delivered, to the Seller at Closing, the following:
- (i) certified copies of (A) the constating documents and by-laws of the Purchaser; (B) the resolutions of the board of directors of the Purchaser approving the execution, delivery and performance of this Agreement; and (C) a list of the directors and officers of the Purchaser authorized to sign this Agreement together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
 - (iii) the Acquisition Agreements, duly executed by the Purchaser, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Seller to complete the transfer of the Purchased Assets and the Assumed Liabilities to the Purchaser, in registrable form where registration is customary and if required for registration purposes;

- (iv) a comprehensive release of claims, substantially in the form attached as Exhibit H, that PixelPlex Inc. may have against the Seller and its Affiliates, directors, officers, employees, agents, contractors, representatives and shareholders, and the respective heirs, executors, administrators, personal legal representatives, successors and assigns of each of the foregoing pursuant to the Blockchain Developer Agreement which are included in the Assumed Liabilities assumed by the Purchaser, executed by PixelPlex Inc.;
 - (v) an termination agreement with respect to the Software Development Agreement substantially in the form attached as Exhibit E, executed by the Purchaser; and
 - (vi) a non-disparagement agreement substantially in the form attached as Exhibit G, executed by the Purchaser.
- (b) Unless waived in writing by the Seller, Fallout shall deliver or arrange to have delivered, to the Seller at Closing a termination agreement with respect to Bunker Lease, substantially in the form attached as Exhibit D, executed by Fallout.

12.4 Documents to be Delivered by the Shareholder

- (a) Unless waived in writing by the Seller, the Shareholder shall deliver, or arrange to have delivered, to the Seller at Closing the following:
 - (i) certified copies of (A) the constating documents and by-laws of the Shareholder; (B) the resolutions of the board of directors of the Shareholder approving the execution, delivery and performance of this Agreement; and (C) a list of the directors and officers of the Shareholder authorized to sign this Agreement together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Shareholder issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
 - (iii) transfer forms representing (A) the Initial Purchased Shares, or (B) the Additional Purchased Shares, as applicable, duly endorsed for transfer by the Shareholder in favour of the Seller;
 - (iv) an executed letter of instruction to National Issuer Services Ltd. from the Shareholder regarding transfer of the Initial Purchased Shares or Additional Purchased Shares, as applicable;
 - (v) an executed power of attorney granting the President of the Seller authority to act as the Shareholder's attorney for purposes of endorsing the share certificates representing all of the Initial Purchased Shares or Additional Purchased Shares, as applicable;
 - (vi) any documentation relating to release of any Lien on the Initial Purchased Shares or Additional Purchased Shares, as applicable;
 - (vii) a signed receipt for the Share Consideration in respect of the Initial Purchased Shares or Additional Purchased Shares, as applicable; and

- (viii) such assignments, consents, and other agreements, documents and instruments as may be reasonably required by the Seller to complete the transfer of the Initial Purchased Shares or Additional Purchased Shares, as applicable.

12.5 Non-Merger

Except as otherwise expressly provided in this Agreement, the covenants, representations, warranties and other provisions of this Agreement will not merge on Closing but will survive. Notwithstanding such Closing or any investigation made by or on behalf of any Party, this Agreement will continue in full force and effect. Closing will not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

ARTICLE 13 MISCELLANEOUS

13.1 Notices

Any notice, consent, waiver or other communication given under this Agreement or any Acquisition Agreement must be in writing and given by delivering it (personally or by courier) or sending it by electronic means of communication to the recipient as follows:

- (a) to the Purchaser at:

Peerplays Blockchain Standards Association
47 Lockheed Crescent
Debert, Nova Scotia B0M 1G0

Attention: Jonathan Baha'i
Email: j.bahai@pbsa.info

with a copy to (which copy shall not constitute notice):

Patterson Law
10 Church Street, PO Box 1068
Truro NS B2N 5B9

Attention: Jennifer J. Hamilton Upham
Email: jupham@pattersonlaw.ca

- (b) to the Seller, at:

eXeBlock Technology Corporation
Suite 280 - 1090 W Georgia Street
Vancouver, British Columbia V6E 3V7

Attention: Jamie Davison, President & CEO
Email: jdavison@exeblock.com

with a copy to (which copy shall not constitute notice):

Stewart McKelvey
900 -1959 Upper Water Street
Halifax, Nova Scotia B3J 2X2

Attention: David Randell

Email: drandell@stewartmckelvey.com

(c) to the Shareholder at:

10353027 Canada Corporation
47 Lockheed Crescent
Debert, Nova Scotia B0M 1G0

Attention: Jonathan Baha'i, Director
Email: j.bahai@pbsa.info

with a copy to (which copy shall not constitute notice):

Patterson Law
10 Church Street, PO Box 1068
Truro NS B2N 5B9

Attention: Jennifer J. Hamilton Upham
Email: jupham@pattersonlaw.ca

(d) to Fallout at:

Fallout Complex Inc.
47 Lockheed Crescent
Debert, Nova Scotia B0M 1G0

Attention: Jonathan Baha'i, President
Email: j.bahai@pbsa.info

with a copy to (which copy shall not constitute notice):

Patterson Law
10 Church Street, PO Box 1068
Truro NS B2N 5B9

Attention: Jennifer J. Hamilton Upham
Email: jupham@pattersonlaw.ca

(e) to Data Security at:

Data Security Node Inc.
47 Lockheed Crescent
Debert, Nova Scotia B0M 1G0

Attention: Jonathan Baha'i, President & Secretary
Email: j.bahai@pbsa.info

with a copy to (which copy shall not constitute notice):

Patterson Law
10 Church Street, PO Box 1068
Truro NS B2N 5B9

Attention: Jennifer J. Hamilton Upham

Email: jupham@pattersonlaw.ca

(f) to Baha'i at:

Jonathan Baha'i
239 Dieppe Avenue
Debert, Nova Scotia B0M 1G0

Email: j.bahai@pbsa.info

Any such communication is deemed to have been delivered and received on the date of delivery or transmission by email or other similar form of recorded communication, as applicable, if the day is a Business Day and delivery or transmission was received by the recipient Party prior to 5 p.m. (Halifax time) and otherwise on the next Business Day. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

13.2 Entire Agreement

This Agreement, the Purchase Escrow Agreement and all other Transaction Documents delivered at Closing constitute the entire agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this Agreement, and the other Transaction Documents delivered at Closing. No Party has relied or is relying on any other information, discussions or understandings in entering into and completing the Transactions. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any Transaction Document, the provisions of this Agreement will govern.

13.3 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Parties.

13.4 Waiver

The failure or delay by a Party in enforcing, or insisting upon strict performance of, any provision of this Agreement does not constitute a waiver of such provision or in any way affect the enforceability of this Agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this Agreement. Any waiver by a Party of any provision of this Agreement is effective only if in writing and signed by a duly authorized representative of such Party.

13.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.

13.6 Assignments

- (a) This Agreement will become effective when executed by the Parties and thereafter will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

- (b) Neither this Agreement nor any of the rights, duties or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Parties. Any attempt to assign any of the rights, duties or obligations in this Agreement without such written consent is void.

13.7 Expenses

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, brokers, investment advisers, consultants and accountants) incurred in connection with this Agreement and the Transactions are to be paid by the Party incurring such expenses. If this Agreement is terminated, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party.

13.8 Further Assurances

From time to time after the Closing, each Party will, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to, and carry out the intent of, this Agreement and the Transactions.

13.9 Announcements

Except as may be required by applicable Law or the rules and regulations of any applicable stock exchange, prior to the Closing Date, no Party shall issue any press release or other publication or announcement with respect to the existence of this Agreement or the Transactions without the prior consent of the other Parties. Notwithstanding anything to the contrary herein, each of the Seller and the Shareholder may, without the prior consent of any other Party, issue such press releases or make such public statements regarding the Transactions as may be required by applicable Law or the rules of any applicable stock exchange on which the Seller Shares are listed or quoted.

13.10 Counterparts; Electronic Execution

This Agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by facsimile or other means of recorded electronic transmission and such transmission (including in PDF form) shall constitute delivery of an executed copy of this Agreement to the receiving Party.

13.11 Language

The Parties confirm having requested that this Agreement and all notices or other communications relating to them be drawn-up in the English language only. *Les Parties aux présentes confirment avoir requis que cette convention et autres communications s'y rapportant soient rédigés en langue anglaise seulement.*

13.12 Securities Compliance

The Parties confirm each shall be solely responsible for its own securities law compliance and any required filings. The parties further acknowledge that the Seller may be required by applicable securities laws to disclose the terms of this Agreement, including the filing of this Agreement on SEDAR.

[rest of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Purchase Agreement.

EXEBLOCK TECHNOLOGY CORPORATION

Per: _____

Name: James Davison
Title: CEO + President

FALLOUT COMPLEX INC.

Per: _____

Name: Jonathan Baha'i
Title: President

DATA SECURITY NODE INC.

Per: _____

Name: Jonathan Baha'i
Title: President

10353027 CANADA CORPORATION

Per: _____

Name: Jonathan Baha'i
Title:

PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION

Per: _____

Name: Jonathan Baha'i
Title:

Witness

JONATHAN BAHAI


(Signature Page for Purchase Agreement.)

IN WITNESS WHEREOF the Parties have executed this Purchase Agreement.


EXEBLOCK TECHNOLOGY CORPORATION

Per: _____
Name:
Title:

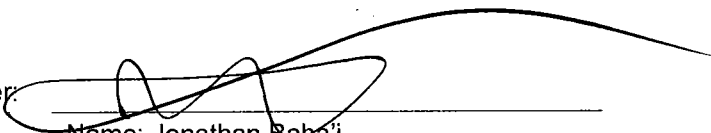
FALLOUT COMPLEX INC.

Per:  _____
Name: Jonathan Baha'i
Title: President

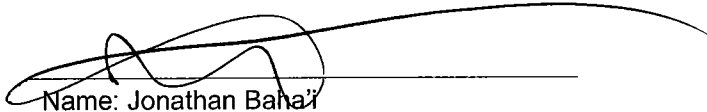
DATA SECURITY NODE INC.

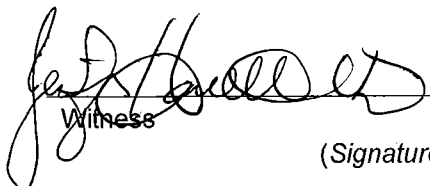
Per:  _____
Name: Jonathan Baha'i
Title: President


10353027 CANADA CORPORATION

Per:  _____
Name: Jonathan Baha'i
Title:

PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION

Per:  _____
Name: Jonathan Baha'i
Title:

 _____
Witness

 _____
JONATHAN BAHAI

(Signature Page for Purchase Agreement.)

Schedule 1.1

Purchased Assets

The Purchased Assets are the following:

- 1 the following software programs and any in-progress development versions thereof:
 - (a) 50/50 Labs, a decentralized blockchain application intended to enable eligible organizations to set up and execute fundraiser campaigns;
 - (b) Sidechain, a decentralized blockchain application intended to enable transfers of value between the Bitcoin blockchain and the PeerPlays blockchain; and
 - (c) eXeChain, a blockchain platform intended to support and run Solidity (Ethereum) Smart contracts and WASM (EOS) smart contracts.

including as available its object and source code forms and all updates, modifications, previous releases and versions, and any available documentation required to be used in connection with the operation, use, maintenance, or modification of the Software.
- 2 the rights of the Purchaser, if any, to use the marks "50/50 Labs", "Side Chain" and "eXeChain" in association with the Software;
- 3 all of the IP Rights, if any, owned by the Seller in connection with assets referenced in Items 1 and 2 above (collectively, the **Purchased IP Rights**); and
- 4 the rights of the Seller under Blockchain Developer Agreement.

Equipment

1. Monitor and Keyboard;
2. PC;
3. MacBook;
4. Extra Monitor;
5. Mac Magic Trackpad
6. Printer
7. Extra Monitor
8. 2 Input to 1 Output HDMI
9. New PC

Furniture and Fixtures

Office Chairs

Exhibit A
Bill of Sale and Assignment and Assumption Agreement

eXeBlock Technology Corporation, a corporation organized and existing under the laws of the Province of British Columbia, Canada having its office at Suite 280 – 109 W Georgia Street, Vancouver, BC Canada V6E 3V7 (the **Seller**), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to PeerPlays Blockchain Standards Association, a not-for profit corporation organized and existing under the laws of Canada having its principal place of business at ● (the **Purchaser**), all those assets as are described and defined in **Schedule A** attached hereto (the **Purchased Assets**), to have and to hold the same unto the Purchaser, its successors and assigns, forever.

This Bill of Sale and Assignment and Assumption Agreement (**Bill of Sale**) is executed and delivered pursuant to the terms and conditions of the purchase agreement dated as of ●, 2019, including all Exhibits and Schedules thereto, among the Seller, the Purchaser, Fallout Complex Inc., Data Security Node Inc., 10353027 Canada Corporation and Jonathan Baha'i (the **Purchase Agreement**). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

Subject to the terms of the Purchase Agreement, the Seller hereby sells, assigns, transfers and conveys to the Purchaser, and the Purchaser hereby acquires and accepts from the Seller, all of the Seller's right, title and interest in and to the Purchased Assets.

Subject to the terms of the Purchase Agreement, the Seller has the right, title and authority to convey the Purchased Assets to the Purchaser according to the true intent and meaning of this Bill of Sale.

Subject to the terms of the Purchase Agreement, the Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, its successors and assigns, and the Purchaser hereby accepts from the Seller, assumes and agrees to perform, pay and discharge all of the Assumed Liabilities.

The Seller hereby covenants and agrees that it will, at the request of the Purchaser and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, the Purchaser, its successors and assigns, the Purchased Assets and to put the Purchaser in actual possession and operating control thereof, to assist the Purchaser in exercising all rights with respect thereto and to carry out the purpose and intent of the Purchase Agreement.

This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the Province of Nova Scotia, Canada and the federal laws of Canada applicable therein.

This Bill of Sale may be executed in one or more counterparts, and each counterpart, when so executed and delivered, shall constitute a complete and original instrument. This Bill of Sale may be executed by facsimile signature and such signed document shall constitute a complete and original instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed by their duly authorized officers as of the ● day of ●, 2019.

EXEBLOCK TECHNOLOGY CORPORATION

Per: _____
Name:
Title:

PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION

Per: _____
Name:
Title:

Schedule A
Purchased Assets

The Purchased Assets are the following:

- 1) the following software programs and any in-progress development versions thereof:
 - (a) 50/50 Labs, a decentralized blockchain application intended to enable eligible organizations to set up and execute fundraiser campaigns;
 - (b) Sidechain, a decentralized blockchain application intended to enable transfers of value between the Bitcoin blockchain and the PeerPlays blockchain; and
 - (c) eXeChain, a blockchain platform intended to support and run Solidity (Ethereum) Smart contracts and WASM (EOS) smart contracts.

including as available its object and source code forms and all updates, modifications, previous releases and versions, and any available documentation required to be used in connection with the operation, use, maintenance, or modification of the Software.
- 2) the rights of the Purchaser, if any, to use the marks "50/50 Labs", "Side Chain" and "eXeChain" in association with the Software;
- 3) all of the intellectual property rights, if any, owned by the Seller in connection with assets referenced in Items 1 and 2 above; and
- 4) the rights of the Seller under Blockchain Developer Agreement.

Exhibit B
Form of IP Assignment Agreement

WHEREAS eXeBlock Technology Corporation a corporation organized and existing under the laws of the Province of British Columbia, Canada having its office at Suite 280 – 109 W Georgia Street, Vancouver, BC Canada V6E 3V7 (the **Assignor**) is the owner of the right, title and interest in and to Purchased IP Rights, including those certain intellectual property rights specified in **Schedule A** attached hereto and made a part hereof; and

WHEREAS, PeerPlays Blockchain Standards Association, a not-for profit corporation organized under the laws of Canada having its principal place of business at ● (the **Assignee**), has acquired the right, title and interest in and to certain assets of the Assignor, including the Purchased IP Rights pursuant to a purchase agreement between the Assignor, the Assignee, Fallout Complex Inc., Data Security Node Inc., 10353027 Canada Corporation and Jonathan Baha'i dated ●, 2019 (the **Purchase Agreement**); and

WHEREAS pursuant to the Purchase Agreement the Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm said acquisition of certain assets by the Assignee.

NOW, THEREFORE in consideration of the foregoing and the payment by the Assignee to the Assignor the sum of one Cdn. Dollar (Cdn\$1), as well as for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over absolutely to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor, if any, in and to the Purchased IP Rights, and all rights and claims arising or accrued in connection with the Purchased IP Rights (whether before, on or after the date of this Assignment) including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Purchased IP Rights.

After the delivery of this Agreement, the Assignor shall, upon request of the Assignee, execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Assignee's right, title and interest in and to the Purchased IP Rights acquired by the Assignee hereunder.

All capitalized words and terms used herein and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of Nova Scotia, Canada and the federal laws of Canada applicable therein.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this IP Assignment Agreement to be executed by their duly authorized officers as of the ● day of ●, 2019.

ASSIGNOR

EXEBLOCK TECHNOLOGY CORPORATION

Per: _____

Name:

Title:

ASSIGNEE

**PEERPLAYS BLOCKCHAIN STANDARDS
ASSOCIATION**

Per: _____

Name:

Title:

Schedule A
Purchased IP Rights

All of the intellectual property rights, if any, owned by the Assignor in connection with the following:

- 1) the following software programs and any in-progress development versions thereof:
 - (a) 50/50 Labs, a decentralized blockchain application intended to enable eligible organizations to set up and execute fundraiser campaigns;
 - (b) Sidechain, a decentralized blockchain application intended to enable transfers of value between the Bitcoin blockchain and the PeerPlays blockchain; and
 - (c) eXeChain, a blockchain platform intended to support and run Solidity (Ethereum) Smart contracts and WASM (EOS) smart contracts.

including as available its object and source code forms and all updates, modifications, previous releases and versions, and any available documentation required to be used in connection with the operation, use, maintenance, or modification of the Software; and

- 2) the rights of the Assignor, if any, to use the marks "50/50 Labs", "Side Chain" and "eXeChain" in association with the Software.

Exhibit C

See attached.

[Redacted - Purchase Escrow Agreement]

Exhibit D

TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT made this ____ day of _____, 2019.

BETWEEN:

EXEBLOCK TECHNOLOGY INC.

(hereinafter called the "**Tenant**")

OF THE FIRST PART

- and -

FALLOUT COMPLEX INC.

(hereinafter called the "**Landlord**")

OF THE OTHER PART

WHEREAS pursuant to a lease agreement dated August 1, 2017 between the Tenant and the Landlord (the "**Lease**"), the Landlord leased to the Tenant certain premises consisting of 1,700 square feet at the property known municipally as 47 Lockheed Crescent, Debert, Nova Scotia, as more particularly described in the Lease (the "**Premises**");

AND WHEREAS the Tenant and the Landlord wish to terminate the Lease effective as of October 31, 2018 (the "**Effective Date**");

NOW THEREFORE, this Agreement witnesses that in consideration of the sum of One Dollar (\$1.00) now paid by the Landlord to the Tenant, the receipt whereof is hereby acknowledged, the Tenant agrees as follows:

1. Capitalized terms used in this Agreement shall have the meaning ascribed thereto in the Lease unless otherwise defined in this Agreement.
2. Effective as of the Effective Date, the Lease is terminated and the unexpired residue of the Term is extinguished and the estate and interest of the Tenant in the Premises shall revert to the Landlord.
3. The Landlord hereby releases and forever discharges the Tenant of and from all claims, liabilities, actions, obligations and demands which the Landlord now has or can, shall or may have in the future against the Tenant arising out of, or under, or by virtue of the Lease.
4. The Tenant hereby releases and forever discharges the Landlord of and from all claims, liabilities, actions, obligations and demands which the Tenant now has or can, shall or may have in the future against the Landlord arising out of, or under, or by virtue of the Lease.
5. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
6. This Agreement shall be governed by the laws of the Province of Nova Scotia and the laws and Canada applicable therein.

7. This Agreement may be executed by the parties in separate counterparts by original, facsimile or electronic signature, including in portable document format (".pdf") or tagged image file format (".tif"), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[rest of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the date first above written.

EXEBLOCK TECHNOLOGY INC.

Per:

Name:
Title:

Per:

Name:
Title:

I/We have the authority to bind the corporation

FALLOUT COMPLEX INC.

Per:

Name:
Title:

Per:

Name:
Title:

I/We have the authority to bind the corporation

Exhibit E

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2019,

BETWEEN:

eXeBLOCK TECHNOLOGY CORPORATION, a company existing under the laws of the Province of British Columbia
("eXeBlock")

- and -

PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION, a not-for-profit corporation existing under the laws of Canada
("Peerplays")

WHEREAS eXeBlock is a party to a software development agreement dated the 18th day of December, 2017 between eXeBlock, as the developer, and Peerplays, as the customer, attached as Schedule "A" (the "SDA");

AND WHEREAS eXeBlock and Peerplays wish to terminate the SDA, effective as of the date hereof;

AND WHEREAS each of the parties wish to release the other party from all liabilities and obligations relating to the SDA;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants, conditions and agreements contained herein (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties hereto have agreed as follows:

1. eXeBlock and Peerplays hereby mutually agree that the SDA is terminated and shall be of no further force or effect as of the date hereof. Neither eXeBlock nor Peerplays shall have any further obligations to the other party under the SDA as of the date hereof and eXeBlock hereby releases any interest, if any, in the 940,000 Peerplays blockchain cryptographic tokens referred to in the SDA (the "Tokens").
2. Each party (each of which is referred to in this Agreement as a "Releasor") hereby releases, remises and forever discharges the other party and their respective affiliates, and each of the directors, officers, employees, agents, contractors, representatives and shareholders of each of the foregoing, and the respective heirs, executors, administrators, personal legal representatives, successors and assigns of each of the foregoing (each of which is referred to in this Agreement as a "Releasee") from all actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever, both in law and in equity, whether implied or express ("Claims"), which the Releasor ever had, now has or hereafter may have against any Releasee for or by reason of or in any way arising out of or pertaining in any way to the SDA, the Tokens or any cause, matter or thing done or omitted to be done under or pertaining to the SDA.
3. The Releasor represents and warrants to and in favour of the Releasees that the Releasor has not, and will not prior to the Time of Closing (as such term is defined in the Purchase Agreement), assign to any third party any Claims described in Section 2. The Releasor further agrees not to make any Claims or take any proceedings against any third party that might claim contribution or indemnity from any Releasee in respect of the matters released herein.

4. At any time after the date hereof, the parties shall take such other action, and shall execute and deliver, or shall cause to be executed and delivered, to a requesting party under this Agreement such other instruments as may reasonably be requested to carry out the intent and purposes of this Agreement. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Agreement.
5. 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. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
6. The provisions of this Agreement shall enure to the benefit of, and be binding upon, each party hereto and their respective heirs, executors, administrators, personal legal representatives, successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein without giving effect to any choice or conflict of law provisions.
8. The parties hereby acknowledge that they have each had the opportunity to seek, and were not prevented or discouraged from seeking, independent legal advice prior to the execution and delivery of this Agreement and that, if they did not avail themselves of that opportunity prior to signing this Agreement, they did so voluntarily without any undue pressure, and agree that their failure to obtain independent legal advice will not be used by them as a defence to the enforcement of their respective obligations under this Agreement.
9. This Agreement may be executed and delivered by original or electronic means and in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[rest of page intentionally left blank]

SIGNED:

**EXEBLOCK TECHNOLOGY
CORPORATION**

Per: _____

Name:

Title:

**PEERPLAYS BLOCKCHAIN
STANDARDS ASSOCIATION**

Per: _____

Name:

Title:

SCHEDULE "A"
SOFTWARE DEVELOPMENT AGREEMENT

[Redacted - Software Development Agreement]

Exhibit F

NON-DISPARAGEMENT AGREEMENT

TO: PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION (the
Corporation)
FROM: EXEBLOCK TECHNOLOGY CORPORATION
RE: **Non-Disparagement Agreement**

IN CONSIDERATION of the sum of one dollar (\$1.00) and other valuable consideration including as provided in a Purchase Agreement among the undersigned, the Corporation, Fallout Complex Inc., Date Security Node Inc., 10353027 Canada Corporation and Jonathan Baha'i dated the ● day of ●, 2019, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that it and its affiliates, officers, directors, agents, representatives, and management, will in no way make or participate in the making or distribution of any statements, comments or other communication in any form, including, but not limited to electronic communication (e.g. LinkedIn, YouTube, Twitter, Facebook, etc), that would disparage or portray the Corporation or its affiliates, members, subsidiaries, officers, directors, agents, representatives, or management, to any person or entity, in a negative fashion.

IN WITNESS WHEREOF the undersigned has executed this non-disparagement agreement as of _____, 2019.

**EXEBLOCK TECHNOLOGY
CORPORATION**

Per: _____

Name:

Title:

Exhibit G

NON-DISPARAGEMENT AGREEMENT

TO: EXEBLOCK TECHNOLOGY CORPORATION (the **Corporation**)
FROM: PEERPLAYS BLOCKCHAIN STANDARDS ASSOCIATION
RE: **Non-Disparagement Agreement**

IN CONSIDERATION of the sum of one dollar (\$1.00) and other valuable consideration including as provided in a Purchase Agreement among the Corporation, the undersigned, Fallout Complex Inc., Data Security Node Inc., 10353027 Canada Corporation and Jonathan Baha'i dated the ● day of ●, 2019, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that it and its affiliates, officers, directors, agents, representatives, and management, will in no way make or participate in the making or distribution of any statements, comments or other communication in any form, including, but not limited to electronic communication (e.g. LinkedIn, YouTube, Twitter, Facebook, etc), that would disparage or portray the Corporation or its affiliates, shareholders, subsidiaries, officers, directors, agents, representatives, or management, to any person or entity, in a negative fashion.

IN WITNESS WHEREOF the undersigned has executed this non-disparagement agreement as of _____, 2019.

**PEERPLAYS BLOCKCHAIN STANDARDS
ASSOCIATION**

Per: _____
Name:
Title:

Exhibit H

Release

TO: eXeBlock Technology Inc. ("eXeBlock")

AND TO: eXeBlock Technology Corporation ("ETC")

RE: Blockchain Developer Agreement between eXeBlock, as the client, and PixelPlex, Inc. (the "**Releasor**"), as the contractor, attached as Schedule "A" (the "**BDA**")

DATE: this ____ day of _____, 2019

WHEREAS pursuant to a Purchase Agreement to be entered into between, *inter alia*, eXeBlock, as the seller, and Freedom Ledger Financial Inc., as the purchaser, eXeBlock will assign, and Fallout Complex Inc. will assume, all of the right, title and interest of eXeBlock under the BDA, including without limitation the liabilities of eXeBlock under the BDA and all amounts owing to the Releasor, including under the invoices attached as Schedule "B" (the "**Transferred Interest**");

AND WHEREAS eXeBlock has requested that the Releasor release eXeBlock from all liabilities and obligations relating to the Transferred Interest;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Releasor hereby releases, remises and forever discharges eXeBlock, ETC and their respective affiliates, and each of the directors, officers, employees, agents, contractors, representatives and shareholders of each of the foregoing, and the respective heirs, executors, administrators, personal legal representatives, successors and assigns of each of the foregoing (each of which is referred to in this Release as "**Releasee**") from all actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever, both in law and in equity, whether implied or express ("**Claims**"), which the Releasor ever had, now has or hereafter may have against any Releasee for or by reason of or in any way arising out of or pertaining in any way to the Transferred Interest or any cause, matter or thing done or omitted to be done under or pertaining to the BDA.
2. The Releasor represents and warrants to and in favour of the Releasees that the Releasor has not assigned to any third party any Claims described in Section 1. The Releasor further agrees not to make any Claims or take any proceedings against any third party that might claim contribution or indemnity from any Releasee in respect of the matters released herein.
3. The provisions of this Release shall enure to the benefit of each Releasee and their heirs, executors, administrators, personal legal representatives, successors and assigns, and be binding upon the Releasor and its successors and assigns.
4. This Release shall be governed by and interpreted and enforced in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

5. The Releasor acknowledges that it has had the opportunity to seek, and was not prevented or discouraged from seeking, independent legal advice prior to the execution and delivery of this Release and that, if the Releasor did not avail itself of that opportunity prior to signing this Release, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Release.
6. This Release may be executed and delivered by the Releasor by original or electronic means and in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNED:

PIXELPLEX, INC.

Per:

Name: _____

Title:

SCHEDULE "A"
BLOCKCHAIN DEVELOPER AGREEMENT

[Redacted - Blockchain Development Agreement]

SCHEDULE "B"
INVOICES

[Redacted - Invoices]