

VOLUNTARY POOLING AGREEMENT

THIS VOLUNTARY POOLING AGREEMENT (this “**\$0.02 and \$0.07 Voluntary Pooling Agreement**”) is dated as of the 25th day of February, 2021.

AMONG:

EURO ASIA PAY HOLDINGS INC., a company incorporated under the laws of British Columbia and having an office at 100-200 Granville Street, Vancouver, BC V6S 1S4

(the “**Company**”)

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE COMPANY

(each, a “**Pooling Shareholder**”)

WHEREAS:

A. Each Pooling Shareholder is the registered owner of that number of \$0.02 common shares and/or \$0.07 common shares of the Company as set forth below their name in Schedule “A” of this \$0.02 and \$0.07 Voluntary Pooling Agreement (the “**Shares**”);

B. Each Pooling Shareholder has agreed to subject his/her/its Shares (the “**Pooled Shares**”) to voluntary pooling on the terms and conditions set out in this \$0.02 and \$0.07 Voluntary Pooling Agreement; and

C. The timing of the pooling restrictions will commence on the date that the Company closes its initial public offering (the “**Closing Date**”) and be restricted as provided for in this \$0.02 and \$0.07 Voluntary Pooling Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective representations, warranties, covenants and conditions contained in this \$0.02 and \$0.07 Voluntary Pooling Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Company and the Pooling Shareholders (together, the “**Parties**” and each a “**Party**”) agree as follows:

ARTICLE 1 POOLING

1.1 **Restrictions.** Each Pooling Shareholder shall not sell, assign or transfer in any manner whatsoever or agree to sell, assign or transfer in any manner whatsoever any of his/her/its Pooled Shares, or beneficial ownership of or any interest in them, except in accordance with the terms and provisions of this \$0.02 and \$0.07 Voluntary Pooling Agreement. Each Pooling Shareholder agrees to surrender his/her/its Pooled Shares to the Company to hold in accordance with this \$0.02 and \$0.07 Voluntary Pooling Agreement, and if required, consents to such Pooled Shares being legended with contractual restrictive legends in accordance with Article 1.5. Each Pooling Shareholder acknowledges that this may require his/her/its Pooled Shares to be split into multiple certificates or DRS advices to achieve the purposes of this \$0.02 and \$0.07 Voluntary Pooling Agreement.

- 1.2 **Term.** Subject to all of the Pooling Shareholders agreeing to be bound to this \$0.02 and \$0.07 Voluntary Pooling Agreement, the pooling of the Pooled Shares will commence on the Closing Date and will terminate on the date that all of the Pooled Shares have been released pursuant to release schedule set forth in Article 1.5. The release of any Pooled Shares pursuant to the terms of this \$0.02 and \$0.07 Voluntary Pooling Agreement will terminate this \$0.02 and \$0.07 Voluntary Pooling Agreement only in respect of the Pooled Shares so released.
- 1.3 **Dealing with Pooled Shares.** Each Pooling Shareholder agrees that his/her/its Pooled Shares will be held and dealt with only in accordance with the terms of this \$0.02 and \$0.07 Voluntary Pooling Agreement and in accordance with applicable regulatory requirements.
- 1.4 **Release.** Subject to any regulatory requirements, each Pooling Shareholder shall be permitted to sell, assign or transfer his/her/its Pooled Shares which are released in the manner set forth in the release schedule contained in Article 1.5.
- 1.5 **Release Schedule.** The Company and each Pooling Shareholder agrees that his/her/its Pooled Shares will be pooled and the released pursuant to the following schedule:

Release Date of Pooled Shares	Percentage (%) of Pooled Shares Released
12 months from the Closing Date	100%

Notwithstanding the date of this \$0.02 and \$0.07 Voluntary Pooling Agreement, each Pooling Shareholder hereby acknowledges and agrees that his/her/its Pooled Shares are deemed to become subject to this \$0.02 and \$0.07 Voluntary Pooling Agreement on the Closing Date and are therefore subject to the above release schedule and the terms and conditions as set out herein.

- 1.6 **Voluntary Pooling.** Each Pooling Shareholder hereby acknowledges that his/her/its Pooled Shares are being held and made subject to the terms hereof voluntarily and not as a consequence of any requirement imposed by any regulatory authority.

ARTICLE 2 GENERAL PROVISIONS

- 2.1 **Entire Agreement.** This \$0.02 and \$0.07 Voluntary Pooling Agreement and the documents delivered hereunder constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior undertakings, representations and understandings. There are no warranties, representations, terms, conditions or collateral agreements, express, implied or otherwise, relating to the pooling arrangements referred to herein, other than expressly set forth in this \$0.02 and \$0.07 Voluntary Pooling Agreement.
- 2.2 **Amendments.** The terms of this \$0.02 and \$0.07 Voluntary Pooling Agreement may only be amended by a written instrument executed by both Parties.
- 2.3 **Enurement.** This \$0.02 and \$0.07 Voluntary Pooling Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of each Pooling Shareholder (or its successors and permitted assigns, in the case of a corporate Pooling Shareholder) and the successors and assigns of the Company respectively. Prior to and as a condition of any assignment or transfer of Pooled Shares by a Pooling Shareholder,

the transferee shall execute and deliver to the Company an agreement in favor of the Company pursuant to which the transferee assumes all the obligations of the transferring Pooling Shareholder under this \$0.02 and \$0.07 Voluntary Pooling Agreement, such agreement to be satisfactory in form and content to the Company.

- 2.4 **Cumulative Rights.** The rights of the Parties provided in this \$0.02 and \$0.07 Voluntary Pooling Agreement are cumulative and no exercise or enforcement by the Parties of any rights or remedy under this \$0.02 and \$0.07 Voluntary Pooling Agreement will preclude the exercise or enforcement by the Parties of any other right or remedy under this \$0.02 and \$0.07 Voluntary Pooling Agreement or otherwise available to the Parties at law or in equity.
- 2.5 **Expenses and Indemnity.** All expenses and disbursements of the Parties incurred in connection with this \$0.02 and \$0.07 Voluntary Pooling Agreement will be borne by the Party incurring the expense or disbursement and each of the Parties will indemnify and save harmless the other of and from all claims, demands, damages, losses and expenses arising out of this \$0.02 and \$0.07 Voluntary Pooling Agreement which relates to a breach by that Party.
- 2.6 **Notices.** Any notice to be given under this \$0.02 and \$0.07 Voluntary Pooling Agreement, except as otherwise specifically stated, shall be in writing and may be delivered personally or sent by e-mail or prepaid mail to the addresses, as applicable, of the Parties stated in this \$0.02 and \$0.07 Voluntary Pooling Agreement (or in the applicable portion of Schedule "A") or such other e-mail or mailing address as one Party may notify the other Party from time to time. Any such notice:
- (a) if validly delivered, will be deemed to have been given when delivered;
 - (b) if sent by prepaid registered mail, will be deemed to have been given on the fourth day of regular postal services in Vancouver following the date of posting; and
 - (c) if validly transmitted by e-mail, will be deemed to have been given on the next business day after the date of transmission.
- 2.7 **Severability.** Any provision of this \$0.02 and \$0.07 Voluntary Pooling Agreement which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions hereof.
- 2.8 **Headings.** The headings in this \$0.02 and \$0.07 Voluntary Pooling Agreement do not affect its interpretation.
- 2.9 **Voting Rights.** For greater certainty, it is acknowledged and agreed that this \$0.02 and \$0.07 Voluntary Pooling Agreement is not a voting trust and that all voting rights, if any, attaching to the Pooled Shares that are subject to this \$0.02 and \$0.07 Voluntary Pooling Agreement may at all times be exercised by the respective registered owner thereof in his/her/its sole and absolute discretion.
- 2.10 **Governing Law.** This \$0.02 and \$0.07 Voluntary Pooling Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, including as to validity, interpretation and effect, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in

relation to this \$0.02 and \$0.07 Voluntary Pooling Agreement and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia.

- 2.11 **Time.** Time is of the essence hereof.
- 2.12 **Counterparts.** This \$0.02 and \$0.07 Voluntary Pooling Agreement may be executed electronically and in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
- 2.13 **Independent Legal Advice.** Each of the Parties acknowledges and agrees that he/she/it has had the opportunity to seek, was not prevented or discouraged from seeking and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this \$0.02 and \$0.07 Voluntary Pooling Agreement.
- 2.14 **Further Assurances.** Each Party agrees to, from time to time, execute and deliver all such further deeds, documents and instruments and do all acts and things as may be reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this \$0.02 and \$0.07 Voluntary Pooling Agreement.

IN WITNESS WHEREOF this \$0.02 and \$0.07 Voluntary Pooling Agreement has been executed by the Parties hereto as of the day and year first above written.

EURO ASIA PAY HOLDINGS INC.

Per: "Charles Newton Price"
Name: Charles Newton Price
Title: CEO
I/We have the authority to bind the corporation

MEIJIA INVESTMENT HOLDINGS LTD.

Per: "Morris Chen"
Name: Morris Chen
Title: Director
I/We have the authority to bind the corporation

"Desmond Griffin"
DESMOND GRIFFIN

PERK HERO SOFTWARE INC.

Per: “Jonathan Hoyles”

Name: Jonathan Hoyles

Title: CEO

I/We have the authority to bind the corporation

1113465 B.C. LTD.

Per: “Raymond Chou”

Name: Raymond Chou

Title: Authorized Signatory

I/We have the authority to bind the corporation

“Tracy Chen”

QIANG WEI CHEN

1138128 B.C. LTD.

Per: “Dana Zhao”

Name: Dana Zhao

Title: Director

I/We have the authority to bind the corporation

“Ming Yan Liu”

MING YAN LIU

“Morris Chen”

MORRIS CHEN

**MORRISON DEVELOPMENT GROUP
LTD.**

Per: “Morris Chen”

Name: Morris Chen

Title: Director

I/We have the authority to bind the corporation

Schedule "A"

POOLING SHAREHOLDERS

Name: Meijia Investment Holdings Ltd.

Address: *[Redacted: Violation of Confidentiality Provisions]*

E-mail: *[Redacted: Violation of Confidentiality Provisions]*

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	20,000,000	N/A
Common Shares (\$0.07)	Nil	

Name: Desmond Griffin

Address: *[Redacted: Violation of Confidentiality Provisions]*

E-mail: *[Redacted: Violation of Confidentiality Provisions]*

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	1,000,000	N/A

Name: Perk Hero Software Inc.

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	4,250,000 ⁽¹⁾	N/A

⁽¹⁾ These Shares are subject to the restrictions set forth in this \$0.02 and \$0.07 Voluntary Pooling Agreement as well as the Escrow Agreement among the Company, Endeavor Trust Corporation and certain securityholders of the Company dated July 29, 2020 (the "**Escrow Agreement**"). Pursuant to this \$0.02 and \$0.07 Voluntary Pooling Agreement and the Escrow Agreement, the Pooling Shareholder and the Company acknowledge and agree that according to the applicable release schedule in the Escrow Agreement, 425,000 of the Pooling Shareholder's Shares will be released from escrow on the Closing Date and a further 637,500 of the Pooling Shareholder's Shares will be released from escrow on the date that is six (6) months from the Closing Date.

Name: 1113465 B.C. Ltd.

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	1,000,000	N/A

Name: Qiang Wei Chen

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	1,000,000	N/A

Name: 1138128 B.C. Ltd.

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	1,000,000	N/A

Name: Ming Yan Liu

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	2,000,000	N/A

Name: Morris Chen

Address: [Redacted: Violation of Confidentiality Provisions]

E-mail: [Redacted: Violation of Confidentiality Provisions]

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	2,000,000	N/A

Name: Morrison Development Group Ltd.

Address: *[Redacted: Violation of Confidentiality Provisions]*

E-mail: *[Redacted: Violation of Confidentiality Provisions]*

Pooled Shares Subject to \$0.02 and \$0.07 Voluntary Pooling Agreement

Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
Common Shares (\$0.02)	Nil	
Common Shares (\$0.07)	1,000,000	N/A