

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 17th day of August, 2021.

BETWEEN:

BLUECORP CAPITAL CORP., a corporation existing under the laws of the Province of British Columbia, having an office at [REDACTED], [REDACTED], British Columbia V7M 3J3

(the “**Purchaser**”)

AND:

JORDAN RODGER

AND:

DAVID GREENE

AND:

RONALD LEW

AND:

JOSEPH RISOLIA

AND:

JENNIFER CHYLINSKI

AND:

JOSE ARTURO PARADA

(collectively, the “**Sellers**”)

WHEREAS:

A. The Sellers have developed and are the owners of a nonfungible token (NFT) digital asset Software product and marketplace named “Mint My Piece” / “MintMyPiece” including all written software code, website content, marketing materials, branded assets and the related Intellectual Property (collectively hereinafter “**Mint My Piece**”).

B. The Sellers desire to sell and assign to Purchaser, and Purchaser desires to purchase and acquire from the Sellers, all of the Sellers’ right, title and interest in and to the Purchased IP (the “**IP Purchase**”), all upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, the Purchase Price set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Sale and Assignment of Rights

1.1 Purchased IP. Subject to the terms and conditions hereof, each of the Sellers hereby sells, assigns, transfers and conveys to Purchaser any and all right, title and interest that he/she/they currently has or subsequently develops in the Intellectual Property Rights relating to the operation and further development of the Purchased IP, free and clear of all Encumbrances whatsoever including but not limited to: (i) any and all Software contributed to or developed with respect to Mint My Piece and the operation thereof, (ii) all Trade Secrets and copyrights related to Mint My Piece and the operation thereof, and all trademarks, trade names and trade logos (and all goodwill appurtenant thereto) related to Mint My Piece and the operation thereof, (iii) all domain names and websites related to Mint My Piece, (iv) all development tools, technology and licenses related to Mint My Piece and the operation thereof in all formats, and (v) any other Intellectual Property Rights owned by Sellers and related to Mint My Piece and the operation thereof (collectively, the “**Purchased IP**”).

For greater clarity, following completion of the transactions completed by this Agreement, Purchaser shall be the sole owner of the Purchased IP. The Sellers shall have no right, title or interest to the Purchased IP and shall not sell, share, transfer, assign or convey the Purchased IP to any third party following the completion of the transactions contemplated hereby.

1.2 Waiver of Moral and Proprietary Rights. The Sellers hereby each waive all of their respective existing and future moral rights in the Purchased IP in favour of the Purchaser and its successors and assigns. The Sellers acknowledge and agree that the Purchaser, its assignees and licensees will not be required to designate the Sellers as the creators of any intellectual property when distributed publicly or otherwise. The Sellers waive, relinquish and convey to the Purchaser any and all claims of any nature whatsoever, which the Sellers or any of them now or hereafter have for infringement of any proprietary rights assigned to the Sellers.

1.3 Deliveries. The Sellers shall transfer all of the Purchased IP to Purchaser on the Closing Date.

1.4 No Liabilities Assumed. For the avoidance of doubt, Purchaser is not acquiring any assets, business or goodwill of the Sellers other than the Purchased IP.

1.5 Purchase Price. As consideration for the sale, assignment, transfer and conveyance of the Purchased IP, Purchaser shall pay the Sellers an aggregate of \$800,000 (the “**Purchase Price**”) by: (i) having previously paid to Jordan Rodger a cash payment of \$50,000, which payment Jordan Rodger hereby acknowledges receipt; and (ii) issuing to the Sellers on the Closing Date an aggregate total of 7,500,000 Common Shares, at a deemed price of \$0.10 per Common Share, in the amounts set forth in this Section 1.5:

- (a) ██████████ Common Shares to Jordan Rodger, totaling ██████████;
- (b) 2,000,000 Common Shares to David Greene, totaling ██████████;

- (c) ██████████ Common Shares to Ronald Lew, totaling ██████████
- (d) ██████████ Common Shares to Joseph Risolia, totaling ██████████
- (e) ██████████ Common Shares to Jennifer Chylinski, totaling ██████████ and
- (f) ██████████ Common Shares to Jose Arturo Parada, totaling ██████████

1.6 Full Consideration. The Purchase Price shall represent full and complete consideration for the sale, assignment, transfer and conveyance of the Purchased IP and the performance of the covenants set forth herein.

1.7 Further Assurances. In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto shall, at its own expense, execute and deliver such documents upon reasonable request and take such further actions as may be reasonably required to carry out the provisions of this Agreement including to effect fully and perfect the transfer to Purchaser of any and all of the Purchased IP and to give effect to the other transactions contemplated by this Agreement.

2. **Additional Purchaser's Covenants**

2.1 Chief Executive Officer Nominations. Purchaser shall retain and cause its wholly-owned subsidiary, Boba Mint Co. Inc., to retain Jordan Rodger as Chief Executive Officer, the whole subject to the signature of employment agreements satisfactory to the Purchaser, Jordan Rodger and Boba Mint Co. Inc., acting reasonably.

3. **Representations and Warranties of Sellers**

The Sellers represent to Purchaser as follows:

3.1 Title to and Condition of Purchased IP.

(a) The Sellers, collectively, exclusively own all right, title and interest in and to the Purchased IP and have good, valid and marketable title to the Purchased IP, free and clear of all Encumbrances. The Sellers have not engaged in patent or copyright misuse or any fraud or inequitable conduct in connection with the Purchased IP.

(b) All documents and instruments necessary to establish, perfect and maintain the beneficial and record ownership of and all rights of Sellers in the Purchased IP and any domain names used by the Sellers relating to the Purchased IP have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Authority.

(c) No funding, facilities or personnel of any Governmental Authority or any public or private university, college or other educational or research institution were used, directly or indirectly, to develop or create, in whole or in part, any Purchased IP.

(d) No current or previous employee, shareholder, director, officer, manager, contractor or affiliate of the Sellers has any rights to the Purchased IP whatsoever, including

any right or claim to own, license, use, copy or make accessible to third parties (pursuant to contract, applicable law, or otherwise) the Purchased IP.

(e) Title to all of the Purchased IP is freely transferable from the Sellers to Purchaser free and clear of all Encumbrances without obtaining the consent or approval of any Person and without payment to any third party.

(f) The Purchased IP constitutes all assets, properties, rights and Intellectual Property Rights that are necessary or required, or that Sellers could reasonably expect to be necessary or required, to enable Purchaser to own, sell and otherwise enjoy full rights to commercial and non-commercial exploitation of the Purchased IP without: (i) the need for Purchaser to acquire or license any other asset, property or Intellectual Property Right, and (ii) the breach or violation of any Contract.

(g) No application for a patent or a copyright or trademark registration or any other type of Intellectual Property Right related to the Purchased IP filed by or on behalf of the Sellers has been abandoned, allowed to lapse or rejected.

(h) The Sellers have not assigned or encumbered or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of or granted any option or other right (whether or not currently exercisable) to acquire ownership of, any of the Purchased IP to any Person.

3.2 Intellectual Property.

(a) Third-Party Infringement of Purchased IP. No Person has infringed, misappropriated or otherwise violated or is currently infringing, misappropriating or otherwise violating, any Purchased IP, and neither the Sellers nor any of their respective representatives have sent any letter or other written or electronic communication or correspondence regarding any actual, alleged or suspected infringement, misappropriation or other violation of any Purchased IP (including cease and desist letters and invitations to take a license).

(b) No Infringement of Third Party IP Rights. No Purchased IP has ever infringed, misappropriated, violated or made unlawful use of any Intellectual Property Right of, or contains any Intellectual Property misappropriated from, any other Person. Neither Sellers nor any of their representatives have received any letter or other written or electronic communication or correspondence regarding any actual, alleged or suspected infringement, misappropriation or other violation of any Intellectual Property Right of any other Person (including cease and desist letters and invitations to take a license). All moral rights in respect of the Purchased IP have been waived in full.

(c) Trademarks. To the Sellers' knowledge, no trademark (whether registered or unregistered), logo, service mark or trade name (collectively, "**Trademark**") included in the Purchased IP conflicts or interferes with any Trademark owned, used or applied for by any other Person.

(d) Harmful Code. The Purchased IP does not contain any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly

understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

(e) Standards Bodies, Consortiums and Open Source Organizations. None of the Sellers is, or has ever been, a participant, member or promoter of, or a contributor to, any industry standards body, consortium or open source organization or similar organization that requires or obligates the Sellers, or could require or obligate Purchaser, to grant or offer to any other Person any license or right to any Purchased IP or covenant not to sue another Person with respect to the Purchased IP.

(f) Confidential Information. The Sellers have taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce their rights in trade secrets, know-how and other confidential or proprietary information included in the Purchased IP.

(g) Royalty Obligations. There are no royalties, fees, commissions or other amounts payable by the Sellers to any Person in respect of or for the use of any Purchased IP.

(h) Compliance/Privacy. The Purchased IP is in compliance with all terms of service, terms of use, privacy policies and similar agreements or policies and applicable law governing the offering or provision of the products arising from the Purchased IP.

3.3 Authority. This Agreement constitutes the legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.4 No Violations. The execution, delivery and performance of this Agreement and the transactions contemplated herein will not (i) conflict with or result in a violation or breach of, or default under, with or without the passage of time or the giving of notice or both, the Sellers' Contracts or (ii) directly or indirectly (with or without notice or lapse of time) contravene, conflict with or result in a violation of, or give any Governmental Authority or other Person the right to challenge the IP Purchase or exercise any remedy or obtain any relief under any Legal Requirement or any Order to which such the Sellers is subject.

3.5 Proceedings. There is no actual or pending Proceeding and, to the Sellers' knowledge, no Person has threatened to commence any Proceeding that challenges, or that would be expected to prevent, materially delay, make illegal or otherwise interfere with, the transactions contemplated herein.

3.6 No Agreements. No Sellers or related persons have any contract, commitment or other legal obligation, absolute or contingent, to any Person to sell, assign or transfer or effect a sale of the Purchased IP or to enter into any contract or cause the entering into of a contract with respect to the foregoing.

4. **Representations and Warranties of Purchaser**

Purchaser represents and warrants to the Sellers that Purchaser validly exists under the laws of the Province of British Columbia and has all right, power and authority to enter into and perform its obligations under this Agreement and to purchase the Purchased IP from the Sellers on the terms and conditions set forth herein; and the execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary action on the part of Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

5. **Survival of Representations and Warranties**

The representations and warranties of the Sellers and Purchaser contained in this Agreement shall survive indefinitely.

6. **Non-Competition**

The Sellers hereby covenant and agree that the Sellers shall not, for a period of two years after the Closing Date, within Canada, being the geographic area serviced by the Software, either individually or jointly in conjunction with any other Person or Persons whether as principal, agent, partner, member, shareholder, officer, director, trustee, financier, employee, independent contractor or otherwise in any manner whatsoever compete with the Software, or carry on, be engaged in, be concerned with or hold an interest in any competitive Software, as currently constituted during the period described in this Section 6.

7. **Miscellaneous**

7.1 **Certain Definitions.** For purposes hereof, the following terms shall have the following meanings:

- (a) **“Closing Date”** means the date of this Agreement.
- (b) **“Contract”** means any agreement, contract, lease, license, option, instrument or other commitment of Sellers.
- (c) **“Encumbrance”** means any security interest, lien, charge, trust or deemed trust (whether contractual, statutory or otherwise), execution levy, or other financial or monetary claim including, without limitation, employee claims.
- (d) **“Governmental Authority”** means any: (i) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) individual, entity or body exercising,

or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

(e) “**Intellectual Property**” means any and all intellectual and industrial property of any kind and includes all algorithms, application keys, application programming interfaces, apparatus, databases and data collections, diagrams, domain names, dramatic works, formulae, graphics, inventions (whether or not patentable), know-how, Trade Secrets, logos, marks (including trade marks (registered and unregistered), service marks, trade dress, brand names, product names, literary works, logos, slogans and other indicia of origin, and all goodwill appurtenant thereto), registered domain names, patents, developments and improvements, methods, musical works, network configurations and architectures, net lists, pictorial, graphic and sculptural works, processes, proprietary information (including production data, standard operating practices), protocols, psd source files, schematics, specifications, Software, Software code (in any form including Source Code and executable or object code), sound recordings, subroutines, techniques, three-dimensional models, URLs, user interfaces, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, prototypes, samples, studies, and summaries) and any other works or other subject-matter that is subject to intellectual or industrial property protection under the laws of any jurisdiction throughout the world, in all cases whether or not registrable, registered or the subject of applications for registration.

(f) “**Intellectual Property Rights**” means all rights and interests associated with Intellectual Property throughout the world, including all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights and moral rights; (ii) trademark, trade name and domain name rights and similar rights, and all goodwill appurtenant thereto; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights in Intellectual Property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, continuations, continuations-in-part, divisions or reissues of, and applications for, any of the rights referred to in clauses (i) through (v) above.

(g) “**Legal Requirement**” means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, order, judgment, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

(h) “**Order**” means any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or (b) contract with any Governmental Authority entered into in connection with any Proceeding.

(i) “**Person**” means any individual, governmental body, firm, association, corporation, trust or other business enterprise.

(j) “**Common Shares**” means the common shares in the capital of Purchaser;

(k) “**Proceeding**” means any action, suit, litigation, arbitration, proceeding (whether civil, criminal, administrative, investigative, appellate or other), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or that otherwise has involved or may involve, any governmental body or any arbitrator or arbitration panel.

(l) “**Software**” means all (i) computer programs and other software, including software implementations of algorithms, models and methodologies, whether in Source Code, object code or other form, including libraries, subroutines and other components thereof; (ii) computerized databases and other computerized compilations and collections of data or information, including all data and information included in such databases, compilations or collections; (iii) screens, user interfaces, command structures, report formats, templates, menus, buttons and icons; (iv) descriptions, flow-charts, architectures, development tools and other materials used to design, plan, organize and develop any of the foregoing; and (v) all documentation, including development, diagnostic, support, user and training documentation related to any of the foregoing.

(m) “**Source Code**” means the software programming code (including flash .swf source code, server source code and JAVA source code) expressed in human readable language, including complete maintenance documentation, procedures, flow charts, schematic diagrams and annotations which comprise the precoding detail design specification, and all other material necessary to allow a reasonably skilled programmer or analyst to build, maintain and enhance the Software.

(n) “**Taxes**” means all governmental taxes, levies, duties, charges, withholdings, remittances, deductions, assessments and reassessments of any nature whatsoever, whether direct or indirect, including income tax, profits tax, gross receipts tax, corporation tax, sales and use tax, wage tax, payroll tax, worker’s compensation levies, contributions or surcharges, capital tax, stamp duty, real and personal property tax, land transfer tax, customs or excise duties, excise tax, turnover or value added tax on goods sold and services rendered, withholding tax, social security and employment insurance contributions and retirement contributions, and any interest, fines, additions to tax and penalties thereon, and “**Tax**” shall have a corresponding meaning.

(o) “**Trade Secrets**” means all trade secrets, know how, technical information, documentation, commercial information and other information of Sellers having a business value that is not generally known to the public, including but not limited to Source Code, inventions, unfiled invention disclosures, improvements, customer information, data, databases (whether or not registered), designs, distribution information, drawings, flow sheets, formulas, financial records, know-how and proprietary methods, processes, techniques, formulae and technology.

7.2 Independent Legal Advice. Each of the parties acknowledges having obtained independent legal advice from their respective solicitor or having declined seeking independent legal advice despite having been given the opportunity to do so with respect to the terms of this Agreement prior to its execution and each of the parties further acknowledges and agrees that each of them understands the terms, and its rights and obligations under this Agreement.

7.3 Assignment; Binding upon Successors and Assigns. The Sellers may not assign any of their rights or obligations hereunder without the prior written consent of Purchaser. Purchaser may assign any of its rights hereunder to any affiliate thereof (upon written notice to Sellers) without obtaining the consent of the Sellers. The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

7.4 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to principles of conflict of laws or choice of laws, and the parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

7.5 Counterparts. This Agreement may be executed in counterparts, and/or be delivered by facsimile or email transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6 Construction of Agreement. The words “**include**”, “**includes**” and “**including**” when used herein shall be deemed in each case to be followed by the words “**without limitation**”. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

7.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of both parties or, in the case of a waiver, by written consent of the party providing the waiver. Any amendment or waiver effected in accordance with this Section 7.7 shall be binding upon both of the parties hereto and their successors and permitted assigns.

7.8 No Waiver. The failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

7.9 Severability. If any provision of this Agreement, or the application thereof, is for any reason and to any extent held to be invalid or unenforceable, the remainder of this Agreement and application of such provision to other Persons or circumstances will be interpreted so as to reasonably give effect to the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

7.10 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

7.11 Expenses. Each party will bear its respective legal, auditors', investment bankers' and financial advisors' fees and other expenses incurred with respect to this Agreement, the IP Purchase and the other transactions contemplated hereby. In any action at law or in equity between the parties seeking enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The prevailing party in any final judgment, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, will be entitled to recover such full reasonable expenses incurred in good faith.

7.12 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date hereof.

PURCHASER:

BLUECORP CAPITAL CORP.

By: (signed)
Bronson Peever
President

SELLERS:

(signed)
JORDAN RODGER

(signed)
DAVID GREENE

(signed)
RONALD LEW

(signed)
JOSEPH RISOLIA

(signed)
JENNIFER CHYLINSKI

(signed)
JOSE ARTURO PARADA