

DIVIDEND ESCROW AGREEMENT

THIS AGREEMENT made the 20th day of August, 2021

AMONG:

VICTORY SQUARE TECHNOLOGIES INC., a corporation incorporated pursuant to the laws of the Province of British Columbia

(“**VST**”)

AND:

FANTASY 360 TECHNOLOGIES INC., a corporation incorporated pursuant to the laws of the Province of British Columbia

(the “**Company**”)

AND:

ODYSSEY TRUST COMPANY, a trust company incorporated pursuant to the laws of the Province of Alberta

(the “**Escrow Agent**”)

RECITALS:

- A.** VST holds an aggregate of 63,308,820 common shares of the Company (“**Shares**”) as of the date hereof;
- B.** in connection with the listing of the Shares on the Canadian Securities Exchange (the “**CSE**”), VST entered into a Form 46-201F1 Escrow Agreement dated August 5, 2021 among VST, the Company, the Escrow Agent and certain other securityholders of the Company (the “**46-201 Escrow Agreement**”) pursuant to which VST agreed to deposit all Shares held by VST, following a dividend (the “**Dividend**”) of Shares by VST to the shareholders of VST (“**VST Shareholders**”), in escrow pursuant to the 46-201 Escrow Agreement;
- C.** VST has or will complete prior to or concurrent with the listing of the Shares on the CSE, a first Dividend of an aggregate of 4,500,000 Shares (the “**First Dividend Shares**”) to VST Shareholders (the “**First Dividend**”);
- D.** VST expects to further Dividend (the “**Second Dividend**”) an aggregate of up to 4,500,000 additional Shares (the “**Second Dividend Shares**”) to VST Shareholders by no later than 5:00 P.M (Vancouver Time) on December 31, 2021 (the “**Dividend Outside Date**”);
- E.** in order to facilitate the execution of the Second Dividend with deposit of the VST Second Dividend Shares under the 46-201 Escrow Agreement, VST has agreed to deposit the Second Dividend Shares pursuant to the Agreement;
- F.** should VST fail to complete the Second Dividend or Dividend less than the aggregate total of the Second Dividend Shares pursuant to the Second Dividend on or prior to the Dividend Outside Date, VST shall deposit any remaining Second Dividend Shares held

beneficially or of record by VST as of the Dividend Outside Date into the 46-201 Escrow Agreement; and

- G.** for avoidance of doubt, VST, the Company and the Escrow Agent acknowledge and agree that as of the date hereof, an aggregate of 54,308,820 Shares held by VST, representing all Shares held by VST other than the First Dividend Shares and the Second Dividend Shares, have been deposited in escrow pursuant to the 46-201 Escrow Agreement.

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

1.1 Defined Terms

In this Agreement:

“46-201 Escrow Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Agreement” means this Escrow Agreement, including the recitals and schedules hereto, as the same may be amended or replaced from time to time;

“Claims” means any and all claims of any nature whatsoever, including any demand, liability, obligation, debt, cause of action, suit, Proceeding, judgment, award, assessment, and reassessment and includes the Escrow Agent’s expenses;

“CSE” has the meaning ascribed thereto in the recitals to this Agreement;

“Dividend” has the meaning ascribed thereto in the recitals to this Agreement;

“Dividend Outside Date” has the meaning ascribed thereto in the recitals to this Agreement;

“Final Order” means a final order, with no right of appeal, made by a court of competent jurisdiction;

“First Dividend” has the meaning ascribed thereto in the recitals to this Agreement;

“First Dividend Shares” has the meaning ascribed thereto in the recitals to this Agreement;

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“Judicial Process” means any judgment, order, decree, injunction, subpoena or verdict issued or made in any Proceeding or by any Governmental Authority;

“Notice” means a notice executed by VST electing to complete the Second Dividend, in the form attached hereto as Schedule “A”, which notice must be provided to the Escrow Agent on or before the Dividend Outside Date;

“Parties” means the Company, VST and the Escrow Agent, and **“Party”** means any one of them;

“Proceeding” means any:

- (a) court, administrative, regulatory or similar proceeding (whether civil, quasi criminal or criminal);
- (b) arbitration, grievance, mediation or other dispute settlement procedure; and
- (c) investigation or inquiry by any Governmental Authority;

“Second Dividend” has the meaning ascribed thereto in the recitals to this Agreement;

“Second Dividend Shares” has the meaning ascribed thereto in the recitals to this Agreement;

“Shares” has the meaning ascribed thereto in the recitals to this Agreement;

“VST Shareholders” has the meaning ascribed thereto in the recitals to this Agreement;

1.2 ***Interpretation***

In this Agreement:

- (a) Unless specified otherwise, reference to a statute includes any regulations under such statute and refers to that statute and such regulations as they may be amended or to any successor legislation.
- (b) The division into sections and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The words “hereto”, “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular portion of it.
- (c) Words in the singular include the plural and vice versa, words in one gender include all genders, and the words “including”, “include” and “includes” mean “including (or include or includes) without limitation”.

2. **DISCLOSURE, APPOINTMENT AND ACCEPTANCE**

2.1 ***Appointment and Acceptance***

The Company and VST appoint the Escrow Agent to act, and the Escrow Agent accepts the appointment and will act, as escrow agent in accordance with this Agreement.

3. **ESTABLISHMENT OF ESCROW**

3.1 ***Deposit***

VST will deposit the Second Dividend Shares into escrow ("**Escrow**") with the Escrow Agent. The Second Dividend Shares will be held by the Escrow Agent in Escrow until released pursuant to Section 4.1.

3.2 **No Ownership Interest**

The Escrow Agent confirms that it has no ownership interest in the Second Dividend Shares, but is serving as escrow holder only, and has possession of the Second Dividend Shares only in accordance with this Agreement.

3.3 **Term**

The term of this Agreement (the "**Term**") will begin at the time the Escrow Agent acknowledges in writing receipt of the Second Dividend Shares, and will end on the earlier of:

- (i) the effective date of the Escrow Agent's resignation, as provided in Section 5.4(a);
- (ii) the effective date of the Escrow Agent's removal, as provided in Section 5.4(b); and
- (iii) the termination of the Escrow, as provided in Section 4.1.

4. **RELEASE OF SHARES AND TERMINATION OF ESCROW**

4.1 **Release from Escrow**

- (a) if, VST elects to declare the Second Dividend on or prior to the Dividend Outside Date, VST will cause the Notice to be delivered to the Escrow Agent.
- (b) upon receipt of the Notice, the Escrow Agent will forthwith release the Second Dividend Shares (or that portion thereof elected to be Dividend by VST as set out in the Notice) to VST for the purpose of completing the Second Dividend.
- (c) VST covenants and agrees that it shall only use the Second Dividend Shares for the sole purpose of completing the Second Dividend.
- (d) if Escrow Agent has not received the Notice by the Dividend Outside Date or not all of the Second Dividend Shares have been Dividend to VST Shareholders pursuant to the Second Dividend by the Dividend Outside Date, the Second Dividend Shares (or the portion thereof yet to be Dividend to VST Shareholders by the Dividend Outside Date) will be returned to VST subject to such Shares being deposited under the 46-201 Escrow Agreement. Notwithstanding any action to be taken to complete such deposit of Shares with the 46-201 Escrow Agreement, the Parties acknowledge and agree that any Second Dividend Shares held by following the Dividend Outside Date shall be deemed to be deposited under the 46-201 Escrow Agreement immediately following the Dividend Outside Date. If any remaining Second Dividend Shares held by VST following the Dividend Outside Date are not able to be deposited within the 46-201 Escrow Agreement, such Second Dividend Shares shall be deemed to be escrowed on terms substantially the same as those applicable to securities subject to the 46-201 Escrow Agreement and may bear legends evidencing such restriction.

5. DUTIES AND RIGHTS OF THE ESCROW AGENT

5.1 *Duties of the Escrow Agent*

- (a) Specific Duties. The Escrow Agent will hold the Second Dividend Shares in accordance with this Agreement;
- (b) No Implied Duties. The Escrow Agent will have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations to any person will be read into this Agreement against the Escrow Agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

5.2 *Liability of the Escrow Agent*

- (a) Limitation of Liability. The Escrow Agent will not be liable for any action taken or not taken by it:
 - (i) except for its own gross negligence or wilful misconduct; or
 - (ii) with respect to any matter relating to this Agreement, if the Escrow Agent has retained counsel in the matter and the Escrow Agent has acted in good faith and in accordance with counsel's advice.

5.3 *Rights of the Escrow Agent*

- (a) Reliance, etc. The Escrow Agent will be entitled to:
 - (i) rely upon any Judicial Process, certification, demand, notice, deed, agreement, instrument, security or other writing (individually, a “**Document**” and, collectively, the “**Documents**”) delivered to it under or relating to this Agreement without being required to determine the:
 - (A) authenticity of any Document (whether the Document purports to be an original or a copy);
 - (B) due authorization, execution or delivery of any Document;
 - (C) correctness of any fact stated in any Document; or
 - (D) propriety or validity of the service of any Document;
 - (ii) rely upon any signature believed by the Escrow Agent to be genuine;
 - (iii) assume that the entity purporting to give any receipt, advice or instructions or make any statement or execute any document in connection with the provisions of this Agreement has been duly authorized to do so;
 - (iv) seek advice and directions from a court;
 - (v) commence or defend any action or proceeding for the determination of any Claims, including an application or motion in interpleader;

- (vi) retain, at the sole expense of the Company and VST, any independent counsel or other expert, but will not be bound to act upon the advice of such counsel or expert and, except as expressly provided in Section 5.2(a)(i) hereof, will not be held responsible for any losses occasioned for not so acting; and
 - (vii) employ such assistance as the Escrow Agent may, in its sole discretion, determine to be necessary or advisable to properly discharge its duties under this Agreement and pay, for the account of the Company and VST, the fees, disbursements and other costs required for such assistance, including legal or other services referred to in (vi) above.
- (b) **Compliance with Court Orders, etc.** Notwithstanding any other provision of this Agreement, if:
- (i) all or any part of the Second Dividend Shares is attached, garnisheed or levied upon under any Judicial Process;
 - (ii) any other Judicial Process affects all or any part of the Second Dividend Shares;

the Escrow Agent is expressly authorized in its sole discretion to comply with such Judicial Process, whether such Judicial Process is entered, issued, made or rendered with or without jurisdiction, and if the Escrow Agent complies with any such Judicial Process, the Escrow Agent will not be liable to any entity by reason of such compliance, notwithstanding that such Judicial Process is subsequently reversed, modified, annulled, set aside or vacated.

- (c) Upon the Escrow Agent's delivery of the Shares (or part thereof) in accordance with the provisions of this Agreement, the Escrow Agent shall be automatically and immediately released from all obligations under this Agreement to any party hereto and to any other person with respect to the Shares (or such part that is delivered);
- (d) The Escrow Agent shall not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless received by it in writing and signed by the Company and VST and, if its duties herein are affected, unless it shall have given its prior written consent thereto

5.4 **Resignation, Removal of Escrow Agent**

- (a) Resignation. The Escrow Agent may resign at any time upon 20 days prior written notice to the Company and VST, and:
 - (i) if the Escrow Agent has received a joint written direction from the Company and VST within the 20 day period to deliver the Second Dividend Shares to a named successor escrow agent, the Escrow Agent's resignation will take effect on the date of delivery of the Second Dividend Shares to such successor; or
 - (ii) if the Escrow Agent has not received the joint written direction described above within the 20 day period, the Escrow Agent's sole responsibility

after the expiry of that period will be to deliver the Second Dividend Shares, at the Escrow Agent's sole discretion, either into a court of competent jurisdiction or to a firm of not less than 10 solicitors practising in the Province of British Columbia to be held by them as escrow agent on the same terms as are set out herein, as soon as practicable, and the Escrow Agent's resignation will take effect on the day the Escrow Agent makes such payment.

- (b) Removal. The Company and VST may remove the Escrow Agent at any time by joint written direction to the Escrow Agent naming a successor escrow agent.
- (c) Discharge from Duties. At the time the Escrow Agent's resignation or removal, as the case may be, takes effect, the Escrow Agent will be discharged of and from any and all further duties and obligations arising in connection with this Agreement.

5.5 **Disagreement**

If any disagreement between the Company and VST results in adverse claims or demands made in relation to the Second Dividend Shares or if the Escrow Agent is in doubt as to what action it should take under this Agreement:

- (a) the Escrow Agent will be entitled to retain the Second Dividend Shares until the Escrow Agent will have received:
 - (i) a joint written direction from the Company and VST directing the treatment of the Second Dividend Shares; or
 - (ii) a Final Order directing payment of the Second Dividend Shares,and the Escrow Agent will rely and act on such joint direction or the Final Order by transferring or delivering the Second Dividend Shares held by it as directed in the joint direction or the Final Order; or
- (b) the Escrow Agent may, at its own discretion, deposit any of the Second Dividend Shares still held by it into court.

5.6 **Escrow Agent's Compensation**

Right to Payment and Reimbursement. The Company and VST will:

- (i) pay the Escrow Agent compensation for the services to be rendered by the Escrow Agent under this Agreement in the amount of \$5,000 at the time of execution of this Agreement;
- (ii) pay the Escrow Agent monthly compensation in the amount of \$200 on each one month anniversary of the date of this Agreement until the conclusion of the Term; and
- (iii) reimburse the Escrow Agent from time to time for all Escrow Agent Expenses,

and any such payment or reimbursement to which the Escrow Agent is entitled will be borne 100% by the Company.

5.7 **Indemnity**

- (a) The Company and VST will jointly and severally indemnify and hold harmless the Escrow Agent from and against any and all Claims incurred or sustained by the Escrow Agent in respect of any matter or thing done by it under, pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent. Notwithstanding any other provision of this Agreement, the Escrow Agent's liability shall be limited, in the aggregate, to the amount of fees paid by Company to Odyssey under this Agreement, provided that the foregoing shall not apply to any liability arising from the Escrow Agent's bad faith, fraud, or wilful misconduct.
- (b) Without restricting the foregoing indemnity, if proceedings are taken by arbitration or in any court respecting the Escrow Shares, the Escrow Agent shall not be obliged to defend or otherwise participate in any such proceedings until it shall have such security as the Escrow Agent determines, in its sole discretion, to be adequate for its costs in such proceedings in addition to the indemnity set out above.
- (c) The provisions of Sections 5.6 and 5.7 will survive the resignation or removal of the Escrow Agent or the termination of this Agreement.
- (d) None of the provisions contained in this Agreement shall require the Escrow Agent to expend or to risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless funded and indemnified as aforesaid.

6. **GENERAL CONTRACT MATTERS**

6.1 **Entire Agreement**

This Agreement and the Purchase Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and in the Purchase Agreement.

6.2 **Remedies**

The rights and remedies of a Party under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity, and any single or partial exercise by a Party of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement does not waive, alter, affect or prejudice any other right or remedy or other rights or remedies to which such Party may be entitled for such default or breach.

6.3 **Notices**

All notices, requests, demands, claims and other communications required or permitted hereunder will be in writing and will be made or given in accordance with subsection 16.6 of the Purchase Agreement.

The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Company and to each Holder.

6.4 Amendment and Waiver

This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.

6.5 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

6.6 Time

Time is of the essence of this Agreement.

6.7 Assignment and Benefit of the Agreement

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable by any Party without the prior written consent of all other Parties. Subject to that condition, this Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

6.8 Notice

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.8):

If to the VST:

Victory Square Technologies Inc.
Suite 1080 - 789 West Pender Street
Vancouver, BC
V6C 1H2

Email: vahid@victorysquare.com

If to the Company:

Fantasy 360 Technologies Inc.

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Suite 1080 - 789 West Pender Street
Vancouver, BC
V6C 1H2

Email: sheri@aroconsulting.ca

If to the Escrow Agent:

Odyssey Trust Company
350 – 409 Granville Street
Vancouver, BC
V6C 1TS

Attention: Shane Lotty
Email: slotty@odysseytrust.com

6.9 ***Governing Law and Attornment***

This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia with respect to any matter arising under or relating to this Agreement.

6.10 Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument.

This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**VICTORY SQUARE TECHNOLOGIES
INC.**

FANTASY 360 TECHNOLOGIES INC.

By: *"Sheri Rempel"*

By: *"Timothy Bieber"*

Authorized Signatory

Authorized Signatory

ODYSSEY TRUST COMPANY

By: *"Lia Zandvliet"*

Authorized Signatory

"Kari Hobbis"

Authorized Signatory

Schedule "A" - NOTICE

To: **ODYSSEY TRUST COMPANY (the "Escrow Agent")**

Reference is made to the Dividend Escrow Agreement dated as of August 20, 2021 among the undersigned, Fantasy 360 Technologies Inc and the Escrow Agent (capitalized terms used herein without definition having the meanings specified therein).

Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Dividend Escrow Agreement.

In accordance with the provisions of the Dividend Escrow Agreement we are writing to advise you that the undersigned has elected to complete the Second Dividend for an aggregate of _____ Second Dividend Shares representing [] / a portion of] the Second Dividend Shares deposited in escrow pursuant to the Dividend Escrow Agreement

If not all of the Second Dividend Shares have been elected to be dividended by the undersigned in accordance with this Notice, please:

- [] keep the balance of the Second Dividend Shares in escrow pursuant to the Dividend Escrow Agreement for Dividend in the future prior to the Dividend Outside Date; or**
- [] deposit the balance of the Second Dividend Shares into escrow pursuant to the 46-201 Escrow Agreement.**

DATED the _____ day of _____, 2021.

VICTORY SQUARE TECHNOLOGIES INC.

Authorized Signing Officer