

FOUNDERS AND BONUS SHARE AGREEMENT

This FOUNDERS AND BONUS SHARE AGREEMENT (the “**Agreement**”) is entered into effective **June 19, 2021** by and between **Dr. Leyla Soleymani** (herein referred to as the “**Founder**”), and FendX Technologies Inc., a British Columbia corporation (the “**Company**”).

In consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Founders Shares. Pursuant to the Unanimous Shareholders Agreement dated February 5, 2021 by and among the Company and certain shareholders or prospective shareholders of the Company, as the case may be, including the Founder, the Company agreed to issue the Founder common shares of the Company (each, a “**Founders Share**”) and the Founder agreed to purchase Founders Shares. The subscription agreement is a legal requirement for this issuance and as such the form of subscription agreement is attached hereto as Schedule “B”. The minimum share price allowable by Canadian Securities Exchange is \$0.005 per Founders Share.

2. Remuneration. The Founder will be entitled to receive the Bonus Shares pursuant to the terms set out in Schedule “A” attached hereto, subject to all applicable laws, including the policies of the Canadian Securities Exchange.

3. Pooling Agreement. The Founder acknowledges and agrees that the Founders Shares and the Bonus Shares will be subject to the terms of a voluntary pooling agreement in the form attached hereto as Schedule “C”, to be entered into between the Company and the Founder as a condition to the issuance of any of the Founders Shares or Bonus Shares.

4. Term of Agreement. The term of this Agreement shall commence as of the date first set forth above, and continue indefinitely. The Company has the right to terminate this Agreement at any time by providing written notice to the Founder.

5. Assignability. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by the Founder without the prior written consent of the Company (which may be granted or withheld in its sole and absolute judgment).

6. Notice. All notices, demands, and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile or similar transmission) and mailed (by certified mail, return receipt requested), sent, or delivered (including by way of overnight courier service), (i) if to the Founder, to:

[Address Redacted]
Email: [Redacted]

or (ii) if to the Company, to:

FendX Technologies Inc.
c/o 800 – 885 West Georgia Street
Vancouver, BC V6C 3H1
Email: carolyn@fendxtech.com

or, as to each party, to such other person and/or at such other address or number as shall be designated by such party in a written notice to the other party. All such notices, demands, and communications shall be effective when sent; provided, however, that if sent by facsimile transmission, notices, demands, and other communications shall be confirmed by same day certified mail, return receipt requested.

7. Amendments, Etc. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto. Any waiver of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.

8. Entire Agreement. Except as expressly provided in this Agreement and in the agreements, instruments, and other documents contemplated or provided for herein (including the Collaborative Research Agreement and the License Agreement), this Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of information and other matters to which this Agreement relates.

9. No Waiver; Remedies. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Severability. Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia. Each party hereby consents to the laying of venue for any action under this contract with the courts of applicable jurisdiction in British Columbia, and, for such purposes, each of the parties hereby consents to the exclusive jurisdiction of such court.

12. Headings. The headings contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

13. Schedules. The schedules attached hereto form part of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered via fax or electronic means with the intention that they shall have the same effect as an original executed counterpart hereof.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

FENDX TECHNOLOGIES INC.

By: "Carolyn Myers"
Authorized Signatory

"Leyla Soleymani"
DR. LEYLA SOLEYMANI

SCHEDULE "A"

COMPENSATION

1. Capitalized terms used but not otherwise defined in this Schedule a have the meaning ascribed thereto in the Founders and Bonus Share Agreement (the "**Agreement**") of which this Schedule "A" forms part.
2. Subject to the terms of the Agreement, the Company agrees to pay the Founder consideration equal to 2,075,000 common shares (each, a "**Bonus Share**") in the capital of the Company, at a deemed price per Bonus Share equal to the then fair market value of a common share of the Company, to be determined by the board of directors of the Company, in its sole discretion.
3. The issuance of any Bonus Shares will also be subject to the terms and conditions of a debt settlement and subscription agreement or subscription agreements, in the Company's standard form, to be entered into between the Company and the Founder.
4. Provided that the Founder is currently engaged by McMaster University and works on the Project (as such term is defined in the Collaborative Research Agreement to be entered into between the Company and McMaster University) and the Founder's direct efforts contribute to the occurrence of the applicable Milestone (as defined below):
 - (a) 50% of the Bonus Shares will be issued after the occurrence of Milestone 1; and
 - (b) 50% of the Bonus Shares will be issued after the occurrence of Milestone 2.
5. In the Agreement and this Schedule "A", the following terms have the following meanings:
 - (a) "**Milestone 1**" [Redacted]
 - (b) "**Milestone 2**" [Redacted]
 - (c) "**Milestone**" means Milestone 1 or Milestone 2.
6. The Company's board of directors, acting reasonably and in good faith, will determine, in its sole discretion, whether a Milestone has occurred.
7. The Founder acknowledges that, concurrent to the entry into the Agreement, the Company has entered into an agreement with [Dr. Tohid Fatanat Didar] (the "**Other Founder**"), on substantially the same terms and conditions as the Agreement. The Founder acknowledges and agrees that the consideration provided to the Founder under this Agreement is independent of the consideration provided to the Other Founder. For greater certainty, any common shares issuable to the Other Founder as consideration for and in connection with a Milestone will not be issuable to the Founder in the event the Other Founder ceases to work on the Project or its engagement by McMaster University terminates prior to the achievement of a Milestone.

SCHEDULE "B"

FORM OF SUBSCRIPTION AGREEMENT FOR COMMON SHARES AT \$.005

See attached.

FENDX TECHNOLOGIES INC.
(the "Company")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
COMMON SHARES

INSTRUCTIONS TO SUBSCRIBER

1. You must complete all the information in the boxes on page 2 and sign where indicated with an "X".
2. You must complete and sign Exhibit A "Canadian Investor Questionnaire" that starts on page 14. The purpose of this form is to determine whether you meet the standards for participation in a private placement under applicable Canadian securities laws.
3. If you are a "U.S. Purchaser", as defined in Exhibit B, you must complete and sign BOTH (1) Exhibit A "Canadian Investor Questionnaire" that starts on page 14 AND (2) Exhibit B "United States Accredited Investor Questionnaire" that starts on page 25.
4. If you are paying for your subscription with funds drawn from a Canadian bank, you may pay by certified cheque or bank draft drawn on a Canadian chartered bank or by wire transfer to the Company pursuant to wiring instructions to be provided by the Company upon request.
5. **If you are paying for your subscription with funds drawn on any source other than a Canadian chartered bank, you may only pay by wire transfer to the Company pursuant to wiring instructions to be provided by the Company upon request.**

**FENDX TECHNOLOGIES INC.
PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
(PRIVATE ISSUER)**

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase from FendX Technologies Inc. (the "**Company**") the number of Common Shares in the capital of the Company (each, a "**Share**") as set forth below at a price of **\$0.005** per Share. The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Shares".

<u>Subscriber Information</u>	

(Name of Subscriber)	
Account Reference (if applicable): _____	
X _____	
(Signature of Subscriber - if the Subscriber is an Individual)	
X _____	
(Signature of Authorized Signatory - if the Subscriber is not an Individual)	

(Name and Title of Authorized Signatory - if the Subscriber is not an Individual)	

(SIN, SSN, or other Tax Identification Number of the Subscriber)	

(Subscriber's Address, including postal or zip code)	

_____	_____
(Telephone Number)	(Email Address)

<u>Shares to be Purchased</u>

(Number of Shares @ \$0.005 per Share)
Total Subscription Price: _____
(the " Subscription Amount ", plus wire fees if applicable)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.

(Name of Disclosed Principal)

(Address of Disclosed Principal)

(Account Reference, if applicable)

(SIN, SSN, or other Tax Identification Number of Disclosed Principal)

Register the Shares as set forth below:

(Name to Appear on Share Certificate)

(Account Reference, if applicable)

(Address, including postal or zip code)

Deliver the Shares as set forth below:

(Attention - Name)

(Account Reference, if applicable)

(Street Address, including postal or zip code - <i>no PO Boxes permitted</i>)

(Telephone Number)

ACCEPTANCE

The Company hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this "**Agreement**") as of the 19th day of June, 2021.

FENDX TECHNOLOGIES INC.

Per: "Carolyn Myers"
Authorized Signatory

Address: c/o 800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Email: carolyn@fendxtech.com
Attention: Chief Executive Officer

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares as is set forth on page 2 of this Agreement at a price of **\$0.005** per Share for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the "**Subscription**"), and the Company agrees to sell the Shares to the Subscriber, effective upon the Company's acceptance of this Agreement.

1.2 All dollar amounts referred to in this Agreement are in lawful money of Canada, unless otherwise indicated.

1.3 The Subscriber acknowledges that the Shares subscribed for by the Subscriber hereunder may form part of a larger offering by the Company (the "**Offering**").

2. Payment

2.1 The Subscription Amount must accompany this Subscription and will be paid: (a) if the Subscriber is drawing funds from a Canadian bank to pay for this Subscription, by a certified cheque or bank draft drawn on a Canadian chartered bank or by wire transfer to the Company pursuant to wiring instructions to be provided by the Company upon request from the Subscriber; or (b) if the Subscriber is drawing funds from any source other than a Canadian chartered bank to pay for this Subscription, then only by wire transfer to the Company pursuant to wiring instructions to be provided by the Company upon request from the Subscriber.

2.2 The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by or on behalf of the Company. In the event that this Agreement is not accepted by the Company for whatever reason, which the Company expressly reserves the right to do, the Company will return the Subscription Amount (without interest thereon) to the Subscriber at the address of the Subscriber as set forth on page 2 of this Agreement, or as otherwise directed by the Subscriber.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Company the following documents:

- (a) this Agreement;
- (b) the Canadian Investor Questionnaire attached as Exhibit A hereto (the "**Canadian Questionnaire**") that starts on page 14;
- (c) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), the Canadian Questionnaire that starts on page 14 and the United States Accredited Investor Questionnaire (the "**U.S. Questionnaire**" and, together with the Canadian Questionnaire, the "**Questionnaires**") attached as Exhibit B that starts on page 25; and
- (d) such other supporting documentation as the Company or Clark Wilson LLP (the "**Company's Counsel**") may request to establish the Subscriber's qualification as a qualified investor,

and the Subscriber acknowledges and agrees that the Company will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Company.

3.2 As soon as practicable upon any request by the Company, the Subscriber will complete, sign and return to the Company any additional documents as may be required by any regulatory authorities or applicable laws.

3.3 The Company and the Subscriber acknowledge and agree that the Company's Counsel has acted as counsel only to the Company and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Company and the Company's Counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Company and the Company's Counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The completion of the purchase of the Shares by the Subscriber from the Company (the "Closing") will occur on such date as may be determined by the Company in its sole discretion (the "Closing Date"). The Company may, at its discretion, elect to close the Offering in one or more closings.

4.2 The Closing is conditional upon and subject to:

- (a) the Company having obtained all necessary approvals and consents for the Offering; and
- (b) the issue and sale of the Shares being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the Shares, or the Company having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum.

4.3 To the extent the law permits, the Subscriber agrees to leave the Subscriber's share certificate representing the Shares for safekeeping with the Company, but may have possession of same upon request, if required for a Registered Retirement Savings Plan (as defined under Section 146(1) of the *Income Tax Act* (Canada)).

5. Acknowledgements and Agreements of the Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) no prospectus has been filed by the Company with any securities commissions or any other regulatory authorities in connection with the issuance of the Shares;
- (b) the articles of the Company contain restrictions on the transfer of the Shares which provide that no Shares may be transferred without the prior approval of the board of directors of the Company;
- (c) the Company is not a reporting issuer as that term is defined in applicable securities laws, nor will it become a reporting issuer in any jurisdiction in Canada or elsewhere upon completion of the Offering and, as a result:

- (i) unless the Company becomes a reporting issuer at a later date, the Company will not be subject to the continuous disclosure requirements of such securities laws, including the requirements relating to the production and filing of audited financial statements and other financial information, and
- (ii) any applicable hold periods under applicable securities laws may never expire, and the Shares may be subject to restrictions on resale for an indefinite period of time;
- (d) it has been furnished with all information, financial and otherwise, concerning the business, affairs and financial position of the Company necessary to make an informed decision to purchase the Shares, and the Subscriber agrees that such information has not been furnished pursuant to any form of written material which is, or may be construed as, an offering memorandum as that term is defined in applicable securities laws;
- (e) the issuance of the Shares will be made pursuant to the exemptions from the registration and prospectus requirements of applicable securities laws and therefore:
 - (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities laws,
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws,
 - (iii) the Company is relieved from certain obligations that would otherwise apply under applicable securities laws,
 - (iv) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares,
 - (v) there is no government or other insurance covering the Shares, and
 - (vi) there are risks associated with the purchase of the Shares;
- (f) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares;
- (g) any subscription monies paid by the Subscriber for the Shares is being raised as “seed” or “risk” capital for the Company, which is in a speculative stage, and there is no market for the Shares whatsoever;
- (h) none of the Shares have been or will be registered under the United States *Securities Act of 1933*, as amended (the “**1933 Act**”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Section 6.3) except in accordance with the provisions of Regulation S under the 1933 Act (“**Regulation S**”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;

- (i) the Company has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other securities laws;
- (j) the Company will refuse to register the transfer of any of the Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act, and in each case will only register such transfer in accordance with applicable laws;
- (k) the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber will promptly notify the Company;
- (l) it will hold harmless the Company from any loss or damage it may suffer as a result of the Subscriber's failure to correctly complete this Agreement or the Questionnaires, as applicable;
- (m) it and its advisor(s) have had a reasonable opportunity to ask questions of, and receive answers from, the Company in connection with the distribution of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
- (n) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Subscriber, its legal counsel and/or its advisor(s);
- (o) any resale of the Shares by the Subscriber will be subject to resale restrictions contained in the securities laws applicable to the Company, the Subscriber and any proposed transferee and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with such restrictions before selling any of the Shares;
- (p) it consents to the placement of a legend or legends on any certificate or other document evidencing any of the Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER CONTAINED IN THE CONSTATING DOCUMENTS OF THE COMPANY.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE THE SECURITIES BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DATE THAT THE COMPANY BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY IN CANADA.”;

- (q) it has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Shares hereunder, and
 - (ii) applicable resale restrictions;
- (r) there may be material tax consequences to the Subscriber of an acquisition or disposition of the Shares and the Company gives no opinion and makes no representation to the Subscriber with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax laws that may apply to the Subscriber's acquisition or disposition of the Shares;
- (s) the Company is relying on the "Private Issuer Exemption" (the "**Private Issuer Exemption**") from the prospectus requirements as set out in Section 2.4 of National Instrument 45-106 - *Prospectus Exemptions* ("**NI 45-106**") adopted by the Canadian Securities Administrators or subsection 73.4(2) of the *Securities Act* (Ontario), as applicable, which, among other restrictions, imposes: (i) a transfer restriction on the Shares to the effect that, for so long as the Company is not a reporting issuer, all securities are subject to restrictions on transfer that are contained in the Company's constating documents, and (ii) a requirement to legend certificates representing the Shares to reflect such transfer restriction;
- (t) the Private Issuer Exemption is premised on the basis that the Subscriber does not require the protection of applicable securities laws by virtue of: (i) the relationship that the Subscriber has with the Company or one or more of the Company's directors, executive officers, founders and/or "control persons", as defined in applicable securities laws, as applicable; (ii) the Subscriber's current involvement in the Company as a security holder of the Company, or (iii) the Subscriber's status as an "accredited investor", as defined in NI 45-106;
- (u) there is no market for the Shares and no market for the Shares may ever exist; and
- (v) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Company and the Company reserves the right to reject this Subscription for any reason.

6. Representations and Warranties of the Subscriber

6.1 The Subscriber hereby represents and warrants to the Company (which representations and warranties will survive the Closing) that:

- (a) unless the Subscriber has completed Exhibit B, the Subscriber is not a U.S. Person (as defined herein);
- (b) it is resident in the jurisdiction set out on page 2 of this Agreement and is either (i) an "accredited investor" as such term is defined in NI 45-106, or (ii) otherwise qualifies under the Private Issuer Exemption, and has, in either event, concurrently completed, executed and delivered to the Company the Canadian Questionnaire in the form attached hereto as Exhibit A;

- (c) it is purchasing the Shares as principal for its own account for investment purposes only, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares;
- (d) it is an investor in securities of companies in the development stage and it is able to fend for itself, can bear the economic risk of its investment in the Shares, and has such knowledge and experience in financial or business matters such that it is capable of evaluating the merits and risks of the investment in the Shares;
- (e) all of the information which the Subscriber has provided to the Company is correct and complete;
- (f) it has sought no advice from the Company or any of its affiliates, associates, insiders, officers, promoters, directors or advisors in relation to the investment in the Shares, and neither the Company nor any of its affiliates, associates, insiders, officers, promoters, directors or advisors has provided any advice to the Subscriber in relation to such purchase;
- (g) if the Subscriber is resident outside of Canada:
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Shares,
 - (ii) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Shares under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Company to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,
 - (iv) the purchase of the Shares by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Company in the International Jurisdiction, and
 - (v) the Subscriber will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Company, acting reasonably;
- (h) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase the Shares,

- (ii) that any person will refund the purchase price of the Shares,
 - (iii) as to the future price or value of the Shares, or
 - (iv) that the Shares will be listed and traded on a stock exchange or that application has been made to list the Shares for trading on a stock exchange;
- (i) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
 - (j) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
 - (k) it has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms;
 - (l) it has received and carefully read this Agreement;
 - (m) it has made an independent examination and investigation of an investment in the Shares and the Company and agrees that the Company will not be responsible in any way for the Subscriber's decision to invest in the Shares and the Company;
 - (n) it is not an underwriter of, or dealer in, any of the Shares, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares; and
 - (o) it is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

6.2 The Subscriber acknowledges that the representations and warranties contained herein and in the Questionnaires, as applicable, are made by the Subscriber with the intention that they may be relied upon by the Company and the Company's Counsel in determining the Subscriber's eligibility to acquire the Shares under applicable laws. The Subscriber further agrees that by accepting delivery of the Shares, the Subscriber will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of the Shares with the same force and effect as if they had been made by the Subscriber at such time, and that they shall survive the Closing and remain in full force and effect thereafter for the benefit of the Company for a period of one year following the Closing.

6.3 In this Agreement, the term "U.S. Person" has the meaning ascribed thereto in Regulation S, and for the purpose of this Agreement "U.S. Person" includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation

organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

7. Pooling or Escrow of Shares

7.1 The Subscriber acknowledges that the Company is not currently a reporting issuer in any jurisdiction. If the Company completes an initial public offering of its Shares (an "IPO"), the Shares may be required to be pooled or escrowed, either at the request of the Company's selling agent or underwriter in an IPO, or pursuant to the rules of any stock exchange, securities commission or other securities regulatory body having jurisdiction, and the Subscriber agrees to sign any such pooling or escrow agreement and abide by any such restrictions as may be so imposed. In furtherance of this covenant, the Subscriber hereby irrevocably appoints the President of the Company, as exists at the applicable time (in any case, the "President"), as the Subscriber's attorney-in-fact and authorizes the President as the Subscriber's attorney-in-fact to approve and sign a pooling or escrow agreement on behalf of the Subscriber to provide for pooling or escrow of the Shares, as the case may be, in the event of any IPO or other transaction pursuant to which the Company may become listed, directly or indirectly, on any stock exchange.

8. Waiver

8.1 The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Shares.

9. Collection of Personal Information

9.1 The Subscriber acknowledges and consents to the fact that the Company is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Closing and may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities, (b) the Company's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (e) any of the other parties involved in this transaction, including the Company's Counsel. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes, and to the retention of such personal information for as long as permitted or required by applicable laws.

9.2 The Company hereby notifies the Subscriber that:

- (a) the Company may deliver to any securities commission having jurisdiction over the Company, the Subscriber or this Subscription (collectively, the "Commissions"), certain personal information pertaining to the Subscriber, including the Subscriber's full name, residential address and telephone number, the number of Shares or other securities of the Company owned by the Subscriber, the number of Shares purchased by the Subscriber, the total Subscription Amount paid for the Shares, the prospectus exemption relied on by the Company and the date of distribution of the Shares;

- (b) such information is being collected indirectly by the Commissions under the authority granted to them by applicable securities laws;
- (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
- (d) the Subscriber may contact the following public official in British Columbia with respect to questions about the British Columbia Securities Commission's indirect collection of such information at the following address and telephone number:

FOI Inquiries
British Columbia Securities Commission
P.O. Box 10142, Pacific Centre, 701 West Georgia Street
Vancouver, BC V7Y 1L2
Telephone: (604) 899-6500

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any legal counsel retained by the Subscriber) relating to the purchase of the Shares will be borne by the Subscriber.

11. Governing Law

11.1 This Agreement and all matters related hereto or arising herefrom are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial or undisclosed purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in all matters related to, or arising from, this Agreement.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants of the Subscriber contained herein, will survive and continue in full force and effect and be binding upon the Company and the Subscriber, notwithstanding the completion of the purchase of the Shares by the Subscriber.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement, the Questionnaires and in any other exhibits, agreements, instruments or other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and

there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

16. Notices

16.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including email or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Company will be directed to the address of the Company set forth on page 3 of this Agreement.

17. Indemnity

17.1 The Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement, the Questionnaires or any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect, or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company in this Agreement.

18. Beneficial Subscribers

18.1 Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Agreement, including the exhibits hereto or any other documents delivered by the Subscriber to the Company in connection herewith, will be treated as if made by the Disclosed Principal, if any.

19. Execution of Subscription Agreement

19.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together will constitute one instrument. The Company and the Company's Counsel will be entitled to rely on delivery of this Agreement by the Subscriber by email or other means of electronic communication capable of producing a printed copy, and acceptance by the Company of such email or other form of electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof.

19.2 If less than a complete copy of this Agreement is delivered to the Company or the Company's Counsel prior to or at the Closing, the Company and the Company's Counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions, unaltered, of the pages of this Agreement not delivered prior to or at the Closing.

20. Exhibits

20.1 The exhibits attached hereto form part of this Agreement.

[END OF TERMS AND CONDITIONS]

EXHIBIT A
CANADIAN INVESTOR QUESTIONNAIRE

TO: **FENDX TECHNOLOGIES INC.** (the “**Company**”)

RE: Purchase of Common Shares (the “**Securities**”) of the Company

Capitalized terms used in this Canadian Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Company to which this Questionnaire is attached.

In connection with the purchase of the Securities by the undersigned, or if the undersigned is purchasing the Securities as agent on behalf of a disclosed beneficial purchaser, such beneficial purchaser (in either case, the “**Subscriber**”), the Subscriber represents, warrants and certifies to the Company that the Subscriber:

- (i) is purchasing the Securities as principal (or deemed principal under the terms of NI 45-106;
- (ii) is resident in or is subject to the laws of one of the following (check one):
 - Alberta
 - New Brunswick
 - Prince Edward Island
 - British Columbia
 - Nova Scotia
 - Quebec
 - Manitoba
 - Ontario
 - Saskatchewan
 - Newfoundland and Labrador
 - Yukon
 - Northwest Territories
 - Nunavut
 - United States: _____ (List State of Residence)
 - a country other than Canada or the United States; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Securities.

In connection with the purchase of the Securities, the Subscriber represents, warrants and certifies to, and covenants with, the Company that the Subscriber is:

- (a) _____ a director, officer, employee, founder or control person of the Company;
- (b) _____ a director, officer or employee of an affiliate of the Company;
- (c) _____ a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, founder or control person of the Company;
- (d) _____ a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, founder or control person of the Company;
- (e) a close personal friend (see guidance on making this determination that starts on page 20 below) of _____ (name of person), who is a director, executive officer, founder or control person of the Company, or of an affiliate of the Company, and has been a close personal friend of this person for _____ years (the following factors provide a detailed explanation of the of nature of the close personal friendship)

_____;

(f) a close business associate (see guidance on making this determination that starts on page 20 below) of _____ (name of person), a director, executive officer, founder or control person of the Company, or of an affiliate of the Company, and has been for _____ years (the following factors provide a detailed explanation of the nature of the business relationship):

_____;

(g) _____ a securityholder of the Company;

(h) _____ an “accredited investor” within the meaning of NI 45-106 by virtue of satisfying the indicated criterion as set out in Appendix A attached to this Questionnaire (see guidance on making this determination that starts on page 18 below) (**YOU MUST ALSO INITIAL THE APPROPRIATE CRITERIA IN APPENDIX A**);

(i) _____ a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (h), above; or

(j) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (h), above.

For the purposes of the Questionnaire and Appendix A attached hereto:

(a) an issuer is “**affiliated**” with another issuer if

(i) one of them is the subsidiary of the other, or

(ii) each of them is controlled by the same person;

(b) “**control person**” means

(i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or

(ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

(c) “**director**” means

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **“eligibility adviser”** means
 - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with an issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by an issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) **“executive officer”** means, for an issuer, an individual who is
 - (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (f) **“financial assets”** means
 - (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (g) **“foreign jurisdiction”** means a country other than Canada or a political subdivision of a country other than Canada;
- (h) **“founder”** means a person who,
 - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Company, and
 - (ii) at the time of the distribution or trade is actively involved in the business of the Company;
- (i) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (j) **“individual”** means a natural person, but does not include

- (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
- (ii) a natural person in the person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (k) "**investment fund**" means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (l) "**jurisdiction**" or "jurisdiction of Canada" means a province or territory of Canada except when used in the term foreign jurisdiction;
- (m) "**non-redeemable investment fund**" means an issuer:
 - (i) whose primary purpose is to invest money provided by its securityholders;
 - (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (n) "**person**" includes
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (o) "**related liabilities**" means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets; and
- (p) "**spouse**" means, an individual who,
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

Guidance On Accredited Investor Exemptions for Individuals

An individual accredited investor is an individual:

- (a) who, either alone or with a spouse, beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$1,000,000;
- (b) whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (c) who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; and
- (d) who beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$5,000,000.

The monetary thresholds above are intended to create bright-line standards. Subscribers who do not satisfy these monetary thresholds **do not** qualify as accredited investors.

Spouses

Sections (a), (b) and (c) above are designed to treat spouses as a single investing unit, so that either spouse qualifies as an accredited investor if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceed \$5,000,000. Section (d) above does not treat spouses as a single investing unit.

If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

Financial Assets and Related Liabilities

For the purposes of Sections (a) and (d) above, “**financial assets**” means: (1) cash, (2) securities, or (3) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a subscriber’s personal residence is not included in a calculation of financial assets.

The calculation of financial assets must exclude “**related liabilities**”, meaning: (1) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (2) liabilities that are secured by financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual’s spouse, or both, in any particular instance. However, in the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual, there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- physical or constructive possession of evidence of ownership of the financial asset;
- entitlement to receipt of any income generated by the financial asset;
- risk of loss of the value of the financial asset; and
- the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP for the sole benefit of an individual are beneficially owned by that individual.

In general, financial assets in a spousal RRSP can be included for the purposes of the \$1,000,000 financial asset test in Section (a) above because Section (a) takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP cannot be included for purposes of the \$5,000,000 financial asset test in Section (d) above.

Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly do not meet the beneficial ownership requirements in either Sections (a) or (d) above.

Net Assets

For the purposes of Section (c) above, “**net assets**” means all of a subscriber’s total assets minus all of the subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets includes the value of a subscriber’s personal residence, and the calculation of total liabilities includes the amount of any liability (such as a mortgage) in respect of the subscriber’s personal residence.

To calculate a subscriber’s net assets under the net asset test, subtract the subscriber’s total liabilities from the subscriber’s total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax is considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security to the subscriber by the Issuer.

Guidance On Accredited Investor Exemptions for Corporations, Trusts and Other Entities

Accredited investors that are corporations, trusts or other entities include:

- (a) a corporation, trust or other entity, other than an investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor;
- (b) a corporation, trust or other entity in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors; and
- (c) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse.

Net Assets

For the purposes of Section (a) above, “**net assets**” means all of the subscriber’s total assets minus all of the subscriber’s total liabilities. The minimum net asset threshold of \$5,000,000 specified in Section (a) above must be shown on the entity’s most recently prepared financial statements. The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

Guidance on Close Personal Friend and Close Business Associate Determination

A “**close personal friend**” of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of “close personal friends” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is:

- (a) a relative,
- (b) a member of the same club, organization, association or religious group,
- (c) a co-worker, colleague or associate at the same workplace,
- (d) a client, customer, former client or former customer,
- (e) a mere acquaintance, or
- (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the Company. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close personal friend.

A “**close business associate**” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the Company to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,
- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and
- (d) the number of "close business associates" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the Company. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close business associate.

The Subscriber agrees that the foregoing representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and acknowledges that they will survive the completion of the issue of the Securities.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber as a purchaser of the Securities and that this Questionnaire is incorporated into and forms part of the Subscription Agreement.

The Subscriber undertakes to immediately notify the Company of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

[The remainder of this page left intentionally blank. Signature page follows.]

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by the Commissions and any other applicable regulatory authority or regulator, and acknowledges that such information is made available to the public under applicable laws.

Dated May 7, 2021.

X "*Tohid F. Didar*"

Signature of individual (if Subscriber is an individual)

X

Signature of authorized signatory (if Subscriber is not an individual)

Tohid F. Didar

Name of Subscriber (please print)

Name of authorized signatory (if Subscriber is not an individual) (please print)

**APPENDIX A
TO CANADIAN INVESTOR QUESTIONNAIRE**

Accredited Investors Only

The Subscriber represents and warrants to the Company that the Subscriber is *(please check the appropriate box(es))*:

- (i) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- (ii) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (i),
- (iii) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (iv) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000,
- (v) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- (vi) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- (vii) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
- (viii) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements **and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (viii)**,
- (ix) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,
- (x) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,

- (xi) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- (xii) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,
- (xiii) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- (xiv) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (i) in form and function,
- (xv) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- (xvi) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- (xvii) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- (xviii) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Dated May 7, 2021.

X "Tohid F. Didar"

Signature of individual (if Subscriber is an individual)

X

Signature of authorized signatory (if Subscriber is not an individual)

Tohid F. Didar

Name of Subscriber (please print)

Name of authorized signatory (if Subscriber is not an individual) (please print)

EXHIBIT B

UNITED STATES ACCREDITED INVESTOR QUESTIONNAIRE

TO: **FENDX TECHNOLOGIES INC.** (the “**Company**”)

RE: Purchase of Common Shares (the “**Shares**”) of the Company

Capitalized terms used in this United States Accredited Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Company to which this Exhibit B is attached.

This Questionnaire applies only to persons that are U.S. Purchasers. A “**U.S. Purchaser**” is: (a) any U.S. Person, (b) any person purchasing the Shares on behalf of any U.S. Person, (c) any person that receives or received an offer of the Shares while in the United States, or (d) any person that is in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

The Subscriber understands and agrees that none of the Shares have been or will be registered under the 1933 Act, or applicable state, provincial or foreign securities laws, and the Shares are being offered and sold to the Subscriber in reliance upon the exemption provided in Section 4(2) of the 1933 Act and Rule 506 of Regulation D under the 1933 Act for non-public offerings. The Shares are being offered and sold within the United States only to “accredited investors” as defined in Rule 501(a) of Regulation D. The Shares offered hereby are not transferable except in accordance with the restrictions described herein.

The Subscriber represents, warrants, covenants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Company (and acknowledges that the Company is relying thereon) that:

1. it is not resident in Canada;
2. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and it is able to bear the economic risk of loss of its entire investment;
3. the Company has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and it has had access to such information concerning the Company as it has considered necessary or appropriate in connection with its investment decision to acquire the Shares;
4. it is acquiring the Shares for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Shares in violation of the United States securities laws;
5. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
6. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an “X” on the appropriate lines):

- (a) _____ a natural person whose individual net worth, or joint net worth with that person's spouse, exceeds US\$1,000,000. For purposes of this category, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Shares are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60 day period before the Closing Date for the purpose of investing in the Shares,
 - (b) _____ a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years, or joint income with their spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year, or
 - (c) _____ a director or executive officer of the Company;
7. if the Subscriber is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):
- (d) _____ an organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US\$5,000,000,
 - (e) _____ a "bank" as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the *Investment Company Act of 1940* (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958* (United States); a plan with total assets in excess of US\$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors,
 - (f) _____ a private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States),

- (g) _____ a trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act, or
 - (h) _____ an entity in which all of the equity owners satisfy the requirements of one or more of the categories set forth in Section 6 of this Questionnaire;
8. it has not purchased the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
9. if the Subscriber decides to offer, sell or otherwise transfer any of the Shares, it will not offer, sell or otherwise transfer any of such Shares, directly or indirectly, unless:
- (a) the sale is to the Company,
 - (b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations in which such sale is made;
 - (c) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or "blue sky" laws, or
 - (d) the Shares are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities, and
 - (e) it has, prior to such sale pursuant to subsection (c) or (d), furnished to the Company an opinion of counsel of recognized standing reasonably satisfactory to the Company, to such effect;
10. it understands and acknowledges that, upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act or applicable U.S. state laws and regulations, the certificates representing the Shares, and all securities issued in exchange therefor or in substitution thereof, will bear a legend (in addition to the legends required by Canadian securities laws) in substantially the following form:

"NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED HEREIN) OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE

SECURITIES LAWS. "UNITED STATES" AND "U.S. PERSON" ARE AS
DEFINED BY REGULATION S UNDER THE 1933 ACT.;"

11. it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Shares. The Company gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the Subscriber's acquisition or disposition of the Shares. In particular, no determination has been made whether the Company will be a "passive Foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code;
12. it understands and agrees that the financial statements of the Company have been prepared in accordance with International Financial Reporting Standards, which differ from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
13. it consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Questionnaire and the Agreement;
14. it is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the "United States"), is a "U.S. Person" as such term is defined in Regulation S or was in the United States at the time the Securities were offered or the Agreement was executed;
15. it understands that the Company has no obligation to register any of the Shares or to take action so as to permit sales pursuant to the 1933 Act (including Rule 144 thereunder); and
16. it understands and acknowledges that the Company is not obligated to remain a "foreign issuer".

The Subscriber undertakes to notify the Company immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Shares.

Dated _____, 2021.

X

Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

SCHEDULE "C"

FORM OF VOLUNTARY POOLING AGREEMENT

See attached.

VOLUNTARY POOLING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated as of the 19th day of June, 2021.

BETWEEN:

FENDX TECHNOLOGIES INC., a company incorporated under the laws of British Columbia and having an office at c/o 900 - 885 West Georgia Street, Vancouver, BC V6C 3H1

(the “**Company**”)

AND:

EACH OF THE UNDERSIGNED POOLING SHAREHOLDERS

(each, a “**Shareholder**”)

WHEREAS:

- A. The Company has received or will receive subscriptions for common shares in the capital of the Company (the “**Shares**”) from each Shareholder in connection with prior private placements completed by the Company;
- B. Each Shareholder has agreed to subject its respective Shares (each, a “**Pooled Share**”) to voluntary pooling on the terms and conditions set out in this Agreement; and
- C. The timing of the pooled escrow restrictions will commence on the first date (the “**Listing Date**”) on which the Shares are listed on the Canadian Securities Exchange.

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

ARTICLE 1 INTERPRETATION

1.1 Interpretation

All capitalized terms used in this Agreement shall have the meanings ascribed herein.

ARTICLE 2 POOLING

2.1 Restrictions

Each Shareholder shall not sell, assign or transfer in any manner whatsoever or agree to sell, assign or transfer in any manner whatsoever any of the Pooled Shares, or beneficial

ownership of or any interest in them, except in accordance with the terms and provisions of this Agreement. Each Shareholder agrees to surrender such Pooled Shares to the Company to hold in accordance with this Agreement, and if required, consents to the certificate(s) or DRS advice(s) representing such Pooled Shares being legended with contractual restrictive legends in accordance with Article 2.4 pooling of the Pooled Shares will commence on the Listing Date and will terminate on the date that all of the Pooled Shares have been released pursuant to release schedule set forth in Article 2.4. The release of any Pooled Shares pursuant to the terms of this Agreement will terminate this Agreement only in respect of the Pooled Shares so released.

2.2 Dealing with Pooled Shares

Each Shareholder agrees that the Pooled Shares will be held and dealt with only in accordance with the terms of this Agreement and in accordance with applicable regulatory requirements.

2.3 Release

Subject to any regulatory requirements, each Shareholder shall be permitted to sell, assign or transfer the Pooled Shares which are released in the manner set forth in the release schedule contained in Article 2.4.

2.4 Release Schedule

The Company and each Shareholder agrees that the Pooled Shares will be pooled and the released pursuant to the following schedule:

Release Date of Pooled Shares	Percentage (%) of Pooled Shares Released
On the Listing Date	Nil
18 months from the Listing Date	55%
24 months from the Listing Date	15%
30 months from the Listing Date	15%
36 months from the Listing Date	15%

Notwithstanding the date of this Agreement, each Shareholder hereby acknowledges and agrees that its Pooled Shares are deemed to become subject to this Agreement on the Listing Date and are therefore subject to the above release schedule and the terms and conditions as set out herein.

2.5 Voluntary Pooling

Each Shareholder hereby acknowledges that the 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 3
VOTING RIGHTS AND DIVIDENDS**

3.1 Voting Rights and Dividends

Subject to the terms thereof, each Shareholder shall have all the rights of a shareholder with respect to the Pooled Shares while they are held in escrow including without limitation, the right to vote the Pooled Shares and receive any cash dividends declared thereon.

**ARTICLE 4
OTHER ESCROW PROVISIONS**

4.1 Other Escrow Provisions

If, from time to time during the term of this Agreement, there is any stock dividend, stock split, stock consolidation or other change in the character or amount of any of the outstanding securities of the Company, all new or additional securities to which Shareholder is entitled by reason of its ownership of Pooled Shares, as of the date of any such occurrence, shall be appropriately adjusted to reflect any such occurrence and may be made by the Company after the effective date of any such occurrence. In the event of any such occurrence, certificates for such securities to which the Shareholder is entitled by reason of its ownership of Pooled Shares shall be pooled in accordance with the terms of this Agreement and such securities will be included thereafter as "Pooled Shares", for the purposes of this Agreement.

**ARTICLE 5
GENERAL PROVISIONS**

5.1 Entire Agreement

This Agreement and documents delivered thereunder 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 Agreement.

5.2 Amendments

The terms of this Agreement may only be amended by consent in writing by all of the Parties.

5.3 Enurement

This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of each Shareholder (or successors and permitted assigns, in the case of a corporate Shareholder) and the successors and assigns of the Company respectively. Prior to and as a condition of any assignment or transfer of the Pooled Shares by the Shareholder, the transferee shall execute and deliver to the

Company an agreement in favor of the Company pursuant to which Agreement, such agreement to be satisfactory in form and content to the Company.

5.4 Cumulative Rights

The rights of the Parties provided in this Agreement are cumulative and no exercise or enforcement by the Parties of any rights or remedy under this Agreement will preclude the exercise or enforcement by the Parties of any other right or remedy under this Agreement or otherwise available to the Parties at law or in equity.

5.5 Expenses

All expenses and disbursement of the Parties incurred in connection with this Agreement will be borne by the party incurring the expense and disbursement and each of the Parties will indemnify and save harmless the others of and from all other claims, demands, damages, losses and expenses arising out of this Agreement which relates to a breach by those parties.

5.6 Notices

Any notice to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered personally or sent by e-mail, prepaid mail or by facsimile transmission to the addresses, as applicable, of the Parties stated in this Agreement (or in Schedule A) or such other e-mail, mailing or fax address as the Party may notify any 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 or fax, will be deemed to have been given on the next business day after the date of transmission.

5.7 Severability

Any provision which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.

5.8 Headings

The headings in this Agreement do not affect its interpretation.

5.9 Voting Rights

For greater certainty, it is acknowledged and agreed that this Agreement is not a voting trust and that all voting rights, if any, attaching to the Pooled Shares that are subject to this Agreement may at all times be exercised by the respective registered owner thereof in its sole and absolute discretion.

5.10 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed, including as to validity, interpretation and effect, by 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 Agreement and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia.

5.11 Time

Time is of the essence hereof.

5.12 Counterparts

This Agreement may be executed in counterparts and by facsimile or e-mail, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

5.13 Independent Legal Advice

Each of the Parties to this Agreement acknowledge and agree that he/she/it has had the opportunity to seek, were not prevented nor discouraged from seeking and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

5.14 Further Assurances

Each Party hereto 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the day and year first above written.

FENDX TECHNOLOGIES INC.

Per: _____
Authorized Signatory

Name: _____

Title: _____

COMPANY NAME

Per: _____
Authorized Signatory

Name: _____

Title: _____

I/We have the authority to bind the
corporation

IF AN INDIVIDUAL:

[Name of Individual if an individual]

SCHEDULE A
POOLING SHAREHOLDERS

Pooled Shares Subject to Pooling Agreement

Shareholder	Class and Type of Securities	Number of Shares	Share Certificates (if applicable)
[Shareholder names]	Common Shares	16,200,001	