

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: “Carolyn Myers”
Authorized Signatory

Name: Carolyn Myers

Title: CEO

[Shareholder signatures]

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	