

FENDX TECHNOLOGIES INC.
AMENDMENT TO SHARE ISSUANCE AGREEMENT

This AMENDMENT (the “**Amendment**”), dated as of July 27, 2022, relates to that certain Share Issuance Agreement (the “**Agreement**”) made by the undersigned (the “**Subscriber**”) and FendX Technologies Inc. (the “**Company**”).

Capitalized terms used herein without definition shall have the respective meanings provided therefor in the Agreement.

1. The Subscriber and the Company hereby acknowledge and agree that the Subscriber is entitled to an aggregate of 1,435,000 common shares in the capital of the Company under the License Agreement and hereby amend the Agreement to provide for the issuance of an additional 75,000 common shares in the capital of the Company (the “**Additional Shares**”) effective as of the date of this Amendment. The Subscriber hereby acknowledges and agrees that:
 - (a) the Additional Shares will be subject to the same vesting terms as set out in Section 1.2 of the Agreement as if the Additional Shares had been issued on the date of issuance of the Shares; and
 - (b) the Additional Shares will be subject to Section 4.1 and 4.2 of the Agreement and all other relevant provisions of the Agreement that are applicable to the Shares.
2. The Subscriber confirms that all representations, warranties, covenants and acknowledgement they made in the Agreement (and all exhibits thereto) remain true and correct, and accurate in all material respects as of the date hereof.
3. This Amendment will be governed by and construed in accordance with the law of British Columbia. This Amendment, read together with the Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter of this Amendment. This Amendment may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Amendment by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Amendment as of the date first set forth above.

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

ACCEPTANCE

Accepted and agreed by the Company and the Subscriber as of the 27th day of July, 2022.

FENDX TECHNOLOGIES INC.

Per: "Carolyn Myers"
Authorized Signatory

SUBSCRIBER:

MCMASTER UNIVERSITY

Per: "Gay Yuyitung"
Authorized Signatory

SHARE ISSUANCE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) dated as of June 29, 2021, is made

BETWEEN:

FENDX TECHNOLOGIES INC., a corporation organized and existing under the laws of British Columbia, having an office at 800-885 West Georgia Street, Vancouver, BC V6C 3H1

(the “**Company**”)

AND:

MCMASTER UNIVERSITY, a Canadian University with principal offices at 1280 Main Street West, Hamilton, Ontario L8S 4L8

(the “**Subscriber**”)

WHEREAS:

A. The Company and the Subscriber entered into a Standard License Agreement dated February 5, 2021 (the “**License Agreement**”), pursuant to which the Subscriber has agreed to license certain technology to the Company in accordance with the License Agreement; and

B. As consideration and in accordance with the License Agreement, the Company has agreed to issue 1,360,000 common shares (the “**Shares**”) to the Subscriber pursuant to the terms and conditions described herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants, agreements, representations, and warranties set forth in this Agreement, the parties agree as follows:

1. SHARES

1.1 Issuance of Shares

On the terms and conditions set out in this Agreement, the Company will on the Closing Date (as defined herein) issue to the Subscriber the Shares, as duly issued, fully paid and non-assessable, and the Subscriber will accept the Shares as full and final payment of the outstanding obligation (the “**Outstanding Obligation**”) under the heading “Equity” in Schedule C to the License Agreement (such acceptance of the Shares as full and final payment of the Outstanding Obligation and agreement to acquire the Shares being the “**Subscription**”).

1.2 Vesting

The Subscriber and the Company agree that the entirety of the Shares will vest over a 12-month period in three equal instalments as to: (a) one third on the date of issuance of the Shares (the “**Issue Date**”), (b) one third on the date that is six months from the Issue Date, and (c) the remainder on the date that is twelve months from the Issue Date (together, the “**Vesting Dates**”). Vesting on any of the Vesting Dates is conditional on the License Agreement being in full force and effect, and the Subscriber having complied with all of its obligations under the

License Agreement through and including each of the Vesting Dates. Vesting of the Shares will cease if either the Company or the Subscriber terminate the License Agreement for any reason, or the Subscriber breaches any of its obligations under the License Agreement. If vesting ceases, the Company will have the rights to require the Subscriber to surrender any unvested Shares to the Company, and or to repurchase from the Subscriber any unvested Shares for an aggregate purchase price of \$1.00 (irrespective of the total number of Shares being purchased). No unvested Shares may be transferred or assigned other than to the Company in connection with their surrender or repurchase.

2. DOCUMENTS REQUIRED FROM SUBSCRIBER

2.1 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 "Questionnaire");
- (c) the Pooling Agreement (as defined herein); 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.

2.2 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.

2.3 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.

3. CONDITIONS AND CLOSING

The completion of the acquisition 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 Closing is conditional upon and subject to:

- (a) the Company having obtained all necessary approvals and consents for the Subscription; and
- (b) the issuance 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.

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)).

4. POOLING OR ESCROW OF SHARES

4.1 Lockup Restrictions

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 or other senior executive officer, 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.

4.2 Voluntary Pooling

The Subscriber agrees that in addition to any escrow restrictions applicable to the Shares pursuant to the policies of a Canadian stock exchange (an "**Exchange**") or to the rules of any stock exchange, securities commission or other securities regulatory body having jurisdiction, all of the Shares issued to the Subscriber pursuant to this Agreement will be subject to voluntary hold periods (the "**Voluntary Escrow**").

The Subscriber acknowledges and agrees that the certificate or certificates representing the Shares will bear a legend (in addition to any legend(s) pursuant to applicable securities laws and as set forth in Section 5.2(p)) with such legend to be substantially as follows:

100% of the Shares will be released from Voluntary Escrow on the date that is 18 months after the date the Company's common shares commence trading on an Exchange (the "**Listing Date**").

The Subscriber will be entitled to vote any of the Shares that are held in Voluntary Escrow, but will not be entitled to transfer, option or otherwise encumber any of the Shares without the prior written consent of the Company.

As and so often as the Company may require, the Subscriber will execute and deliver to the Company all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as in the opinion of the Company or its counsel are necessary or advisable to give full effect to the Voluntary Escrow.

5. SUBSCRIBER REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations, Warranties and Covenants

The Subscriber represents, warrants and covenants as follows to the Company and acknowledges and confirms that the Company is relying on the representations, warranties and covenants given in this section by the Subscriber in connection with the issuance of the Shares:

- (a) the Subscriber is not a U.S. Person (as defined herein);
- (b) (it is resident in the jurisdiction set out on page 1 of this Agreement and is either (i) an “accredited investor” as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“**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 Questionnaire;
- (c) it is acquiring 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 acquisition;
- (g) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or reacquire the Shares,
 - (ii) that any person will refund the deemed 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) it has received and carefully read this Agreement;
- (l) 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;
- (m) 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
- (n) 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.

The Subscriber acknowledges that the representations and warranties contained herein and in the Questionnaire 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.

In this Agreement, the term "**U.S. Person**" has the meaning ascribed thereto in Regulation S (as defined herein), 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.

5.2 Acknowledgement and Agreements of the Subscriber

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 acquire 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 acquisition 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 8.3) 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 Questionnaire 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 Questionnaire;
- (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 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 the Subscription for any reason.

5.3 Additional Financings

The Subscriber acknowledges that the Company may complete additional financings in the future in order to develop the business of the Company and fund its ongoing development, and such future financings may have a dilutive effect on the current security holders of the Company, including the Subscriber, but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Company may be unable to fund its ongoing development.

5.4 Collection of Personal Information

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.

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 acquired by the Subscriber, the Outstanding Amount, 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

6. NOTICES

Any notices to be given by either party to the other will be sufficiently given if delivered personally or transmitted by email or if sent by registered mail, postage prepaid, to the party at its address shown on the first page of this Agreement, or to any other address that a party may designate to the other from time to time in writing. Notice will be deemed to have been given at the time of delivery, if delivered in person or transmitted by email, or within three business days from the date of posting if mailed from Vancouver, British Columbia.

7. GENERAL

7.1 The Company and the Subscriber will execute all further documents and do all further things necessary to implement and carry out the terms and the intent of this Agreement.

7.2 This Agreement will enure to the benefit of and be binding upon the Company and the Subscriber and their respective successors and permitted assigns.

7.3 The terms of this Agreement contain the entire agreement between the Company and the Subscriber with respect to the subject matter of this Agreement and cancel and supersede any prior understandings or agreements between the Company and the Subscriber with respect to that subject matter.

7.4 Time is of the essence of this Agreement.

7.5 The exhibits attached hereto form part of this Agreement.

7.6 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Company and the Subscriber submit to the jurisdiction of the Courts of the Province of British Columbia and agree

to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding.

7.7 This Agreement may be signed in one or more counterparts, originally or by PDF, and each such counterpart taken together will form one and the same agreement.

[Signature Page Follows]

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date first written above.

FENDX TECHNOLOGIES INC.

Per: “Carolyn Myers”
Name: Carolyn Myers
Title: Chief Executive Officer

MCMASTER UNIVERSITY

Per: “Gay Yuyitung”
Name: Gay Yuyitung
Title: Executive Director, MILO

Register the Shares as set forth below:

McMaster University
(Name to Appear on Share Certificate)

(Account Reference, if applicable)

1280 Main St. W. Hamilton, ON L8S 4L8
(Address, including postal or zip code)

Deliver the Shares as set forth below:

(Attention - Name)

(Account Reference, if applicable)

1280 Main St. W. Hamilton, ON L8S 4L8
(Street Address, including postal or zip code – *no PO Boxes permitted*)

(Telephone Number)

EXHIBIT A

CANADIAN INVESTOR QUESTIONNAIRE

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

RE: Acquisition 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 Share Issuance Agreement between the Subscriber and the Company to which this Questionnaire is attached.

In connection with the acquisition of the Securities by the Subscriber, the Subscriber represents, warrants and certifies to the Company that the Subscriber:

- (i) is acquiring 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; and
- (iii) has not been provided with any offering memorandum in connection with the acquisition of the Securities.

In connection with the acquisition 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 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 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 (**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 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 subscriber of the Securities and that this Questionnaire is incorporated into and forms part of the Share Issuance 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.

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 June 29, 2021.

Signature of individual (if Subscriber is an individual)

“Gay Yuyitung”

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

McMaster University

Name of Subscriber (please print)

Gay Yuyitung

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 June 29, 2021.

"Gay Yuyitung"

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

McMaster University

Name of Subscriber (please print)

Gay Yuyitung

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