

TECHNOLOGY ACQUISITION AGREEMENT

This Technology Acquisition Agreement (**Agreement**) dated effective as of February 15th, 2022 (the **Effective Date**) is by and between the Prescott Family Foundation, a foundation formed under the laws of Panama (the **Foundation**) and Puffin Capital Corp., a company incorporated under the laws of British Columbia (the **Acquiror**) (collectively, the **Parties** or each individually, a **Party**).

WHEREAS:

- A. The Foundation has developed, and is the owner of, the Image Recognition Technology.
- B. The Acquiror desires to acquire the exclusive right to use and exploit the Image Recognition Technology in the Territory and develop, own, and exploit all Improvements related thereto, pursuant to and in accordance with the terms of this Agreement.
- C. The Foundation wishes to grant the Acquiror the exclusive right to use and exploit the Image Recognition Technology in the Territory and develop, own, and exploit all improvements related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:
 - (a) **Acquiror** has the meaning set forth in the preamble.
 - (b) **Agreement** has the meaning set forth in the preamble.
 - (c) **Applicable Securities Laws** means the *Securities Act* (British Columbia) and all rules, regulations, published notices and instruments thereunder, and all comparable securities laws in each of the provinces and territories of Canada.
 - (d) **Assignee** has the meaning set forth in Section 12.6.
 - (e) **Assignor** has the meaning set forth in Section 12.6.
 - (f) **Bankruptcy Event** has the meaning set forth in Section 11.2(c)11.2(b).
 - (g) **Business Day** means a day other than a Saturday, Sunday, or other day on which commercial banks in Vancouver, British Columbia are authorized or required by Law to be closed for business.
 - (h) **Change of Control** means the Acquiror or its shareholders receiving and accepting an offer to acquire all of the shares or all or substantially all of the assets of the Acquiror, whether effected through an acquisition for cash or securities, and whether structured as a reverse takeover, purchase, amalgamation, merger, arrangement, reorganization or otherwise.

- (i) **Change of Control Notice** has the meaning ascribed to it in Section 11.4.
- (j) **Common Shares** means the common shares of the Acquiror.
- (k) **Confidential Information** means all non-public, confidential, or proprietary information of the Disclosing Party, whether in oral, written, electronic, or other form or media, including information that is marked, designated, or otherwise identified as “confidential” and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Confidential information does not include information that the receiving party can demonstrate by documentation: (i) was already known to the receiving party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (ii) was or is independently developed by the receiving party without reference to or use of any confidential information; (iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving party; or (vi) was received by the receiving party from a third party who was not, at the time of receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information. For the avoidance of doubt and subject to above exclusions (i)-(iv), confidential information includes the Patents and the Know-How.
- (l) **Consideration Shares** means the Common Shares to be issued to the Foundation in accordance with the terms of Section 3.1 of this Agreement.
- (m) **Consideration Tranche** means any of the issuances of Consideration Shares set forth in Section 3.1.
- (n) **Disclosing Party** has the meaning set forth in Section 8.1.
- (o) **Effective Date** has the meaning set forth in the preamble.
- (p) **Exchange** means the Canadian Securities Exchange.
- (q) **Foundation** has the meaning set forth in the preamble.
- (r) **Governmental Authority** means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory authority), commission, board, or bureau thereof, or any court, tribunal, or arbitrator.
- (s) **Image Recognition Technology** means the Intellectual Property and Know-How, as more particularly described in Schedule A.
- (t) **Improvement** means any modification of or improvement or enhancement relating to the Image Recognition Technology or its application.
- (u) **Indemnitee** has the meaning set forth in Section 10.1.
- (v) **Independent Action** has the meaning set forth in Section 5.2.

- (w) **Infringement** has the meaning set forth in Section 6.1.
- (x) **Intellectual Property** means, collectively, all current and future worldwide patents, patent applications, works protected by copyright, copyright and trademark registrations and applications therefor, inventions, discoveries, utility models, industrial designs, models, drawings, mask works, and all intellectual property and/or industrial property rights of the United States, Canada or any other multinational union, state, country or jurisdiction.
- (y) **Know-How** means any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures, results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, source code, documentation, data, programs, and other knowledge, information, skills, and materials owned by Foundation and useful in the Image Recognition Technology or Process, existing as of the Effective Date.
- (z) **Law** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (aa) **Losses** means all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other litigation costs.
- (bb) **Optionee** has the meaning set forth in Section ~~Error! Reference source not found.~~.
- (cc) **Party** has the meaning set forth in the preamble.
- (dd) **Patent** means any patent or patent application made or pending or any supplementary protection certificates, any other patent term extensions and exclusivity periods and the like of any patents and patent applications in relation to the Image Recognition Technology in Canada, the United States or any foreign counterpart.
- (ee) **Person** means an individual, Foundation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- (ff) **Process** means any process or part thereof the use, development or improvement or application of which would constitute, but for the rights acquired by the Acquiror pursuant to and in accordance with this Agreement, an infringement of any Valid Claim.
- (gg) **Products** means any service or product, or part thereof the manufacture, use, sale, offer for sale, or importation of which would constitute, but for the rights acquired by the Acquiror pursuant to and in accordance with this Agreement, an infringement of any Valid Claim.
- (hh) **Prosecution Action** has the meaning set forth in Section 5.1.

- (ii) **Receiving Party** has the meaning set forth in Section 8.1.
- (jj) **Representatives** means a Party's employees, officers, directors, consultants, and legal advisors.
- (kk) **Term** has the meaning set forth in Section 11.1.
- (ll) **Territory** means worldwide.
- (mm) **Third-party Action** has the meaning set forth in Section 10.1.
- (nn) **Valid Claim** means, on a country-by-country basis, a claim of a pending application, or an unexpired issued or granted patent of the Patents, as long as the claim has not been admitted by Foundation or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Image Recognition Technology.

2.1 Grant, Transfer, and Acquisition of Rights. Subject to the terms and conditions of this Agreement, the Foundation hereby grants, transfers, and conveys to the Acquiror, and the Acquiror hereby acquires from the Foundation, during the Term an exclusive, sublicensable (only in accordance with Section 2.3), transferable (only in accordance with Section 12.6) right and license to use and exploit the Image Recognition Technology including to make, use, offer to sell, sell, import or export any Products and to practice Processes in the Territory in the field of or arising from the utilization of the Image Recognition Technology.

2.2 Restrictions on Foundation. The Foundation shall neither itself nor grant others the right to make, use, offer to sell, sell, or import Products or Practice the Processes in the application of the Image Recognition Technology during the Term in in the Territory, except with prior written approval of the Acquiror.

2.3 Sublicensing. The Foundation hereby grants, transfers, and conveys to the Acquiror the right to sublicense all and any of its rights to and in respect of the Image Recognition Technology. The granting of any such sublicenses will be at the Acquiror's sole and exclusive discretion and Acquiror will have the sole and exclusive power to determine the identity of any sublicensee, the applicable fees or royalty rates, if any, and other terms and conditions of the sublicense; provided, that the Acquiror will ensure that no sublicense may exceed the scope of rights granted to the Acquiror pursuant to and in accordance with this Agreement and each sublicensee agrees to be bound by the applicable terms and conditions of this Agreement. The Acquiror shall enforce all sublicenses at its own cost and shall be responsible for the acts and omissions of its sublicensees. In the event of the termination or expiration of this Agreement, all sublicense rights will terminate effective as of the termination or expiration of this Agreement.

2.4 Improvements.

- (a) All right, title, and interest in any Improvement conceived, made, or reduced to practice by the Acquiror during the Term of this Agreement, and all of the Acquiror's patents and patent applications claiming any such Improvements, will: (i) as between the Parties,

remain the sole and exclusive property of Acquiror; and (ii) not be licensed to the Foundation, unless the Parties otherwise specifically agree in writing.

- (b) All right, title, and interest in any Improvement conceived, made, or reduced to practice by the Foundation during the Term of this Agreement, and all of Foundation's patents and patent applications claiming any such Improvements, will: (i) as between the Parties, remain the sole and exclusive property of the Acquiror; and (ii) not be licensed to the Foundation, unless the Parties otherwise specifically agree in writing.

2.5 Transfer of Know-How. Promptly after the Effective Date, the Foundation shall deliver the Know-How to the Acquiror in such form and media as the Acquiror may reasonably request. For the avoidance of doubt, all Know-How delivered to the Acquiror hereunder is the Foundation's Confidential Information and subject to the confidentiality and non-disclosure obligations under Section 8, and the Acquiror's use of any documentation, materials, or other information concerning the Know-How provided under this Section 2.5 is subject to the terms and conditions of this Agreement, including the scope of the rights granted to the Acquiror under Article 2. Upon the Acquiror's reasonable request, the Foundation shall make available one or more of its technical personnel to provide the Acquiror with reasonable technical assistance concerning the Know-How.

3. Right of Acquisition.

3.1 Consideration. In consideration for the rights granted, transferred, and conveyed to the Acquiror hereunder, and for the purpose of acquiring a current, continuing and future interest in the entirety of the Image Recognition Technology, the Acquiror shall issue to the Foundation:

- (a) 250,000 Common Shares on the later of (i) completion of expenditures of \$250,000 toward the Improvement of the Image Recognition Technology; and (ii) the first anniversary of this Agreement;
- (b) an additional 250,000 Common Shares on the later of (i) completion of expenditures of \$600,000 toward the Improvement of the Image Recognition Technology, and (ii) the second anniversary of this Agreement;
- (c) an additional 250,000 Common Shares on the later of (i) Acquiror generating revenue (before associated costs and taxes) of \$250,000 from the application of the Image Recognition Technology, and (iii) the third anniversary of the Agreement; and
- (d) an additional 250,000 Common Shares on the later of (i) Acquiror generating revenue (before associated costs and taxes) of \$500,000 from the application of the Image Recognition Technology, and (ii) the fourth anniversary of the Agreement.

(the "Consideration Shares")

3.2 Acceleration. The Acquiror shall retain, at its sole discretion, and not without first providing two (2) business days notice to the Foundation, an option to issue any and all such number of Consideration Shares required by, and in full satisfaction of, the terms of Section 3.1 of this Agreement.

3.3 Delivery of each Consideration Tranche. Upon completion of each of the requirements to trigger a Consideration Tranche under Section 3.1 of this Agreement, the Acquiror shall duly notify the Foundation,

as soon as is practicable, and issue, within ten (10) business days, such number of Common Shares to the Foundation or its permitted assigns, in the form of an acknowledgement, a share certificate or direct registration statement and bearing all legends as required by Applicable Securities Laws.

3.4 Transfer of Title. Upon completion of the final issuance of the Consideration Shares, the Parties agree that the Acquiror shall have acquired the entire right, title, and interest in and to the Image Recognition Technology and that the Foundation will take all necessary actions to transfer and remaining title or interest to the Image Recognition Technology to the Acquiror.

3.5 Royalties. The Parties agree that no royalties are payable by the Acquiror to the Foundation for the term of this Agreement or upon the Acquiror's acquisition of the Image Recognition Technology.

4. Records and Audit.

4.1 Records. Acquiror is not required to maintain record(s) for the benefit of the Foundation.

4.2 Audit Requirements. Acquiror is not required to conduct an audit, or permit an auditor to audit, for the benefit of the Foundation.

5. Patent Prosecution and Maintenance.

5.1 Patent Prosecution and Maintenance. Subject to Section 5.2, for each and any patent application and patent included within the Intellectual Property, or made during the term of this Agreement, the Acquiror shall:

- (a) prepare, file, prosecute, and maintain all applications and registrations for the Patents (each a **Prosecution Action**), including without limitation selection of filing jurisdictions and any amendment, using reasonable care and skill and using counsel reasonably acceptable to Foundation;
- (b) shall solicit and consider in good faith all input including request of Foundation in making decisions relating to Prosecution Actions, but is permitted to give equal weight to the Acquiror's own input;
- (c) keep the Foundation informed of the filing and progress of all aspects of the prosecution of such patent application and the issuance of patents from any such patent application;
- (d) provide the Foundation with a copy of such patent application, amendments thereto, and other related correspondence to and from patent offices, and, to the extent reasonably practicable, permit the Acquiror an opportunity to offer its input thereon before making a submission to a patent office, and the Foundation shall consider such input in good faith pursuant to Section 5.1(b);
- (e) consult with the Foundation concerning any decisions that could affect the scope or enforcement of any issued claims or the potential abandonment of such patent application or patent and permit the Acquiror an opportunity to offer its input before implementing any such decisions, and the Foundation shall consider such input in good faith pursuant to Section 5.1(b); and

- (f) notify the Foundation in writing of any changes in the scope or status of such patent or patent application.

5.2 Independent Action. In the event that the Acquiror declines to take a Prosecution Action, as requested by the Foundation:

- (a) the Acquiror shall notify the Foundation in writing, to the extent possible, at least 30 days in advance of the due date of the declined Prosecution Action; and
- (b) the Foundation has the right to require the Acquiror to take the declined Prosecution Action provided that the Foundation agree to bears all costs for the Prosecution Action (the **Independent Action**). The Acquiror shall take the Independent Action at the Foundation's request, to the extent reasonable and to the extent the Independent Action does not prejudice the rights of the Acquiror.

5.3 Costs. Subject to Section 5.2, the Parties agree that all reasonable expenses incurred by the Acquirer after the Effective Date for Prosecution Actions will be at the sole expense of the Acquiror, with the exception of expenses for Independent Actions pursuant to Section 5.2 which shall be born solely by the Foundation.

6. Enforcement of Intellectual Property Rights.

6.1 Notice of Infringement or Third-Party Claims. If either Party becomes aware of any suspected infringement of any Intellectual Property rights included in the Image Recognition Technology by a third party in the Territory (an **Infringement**), such Party shall promptly notify the other Party and provide it with all details of such Infringement, as applicable, that are known by such Party.

6.2 Right to Bring Action. The Acquiror shall have the first right, but not the obligation, to take action in the prosecution, prevention, or termination of any Infringement. If the Acquiror does not take action in the prosecution, prevention, or termination of any Infringement pursuant to this Section 6.2, and has not commenced negotiations with the infringer for the discontinuance of said Infringement, within 90 days after receipt of notice to the Acquiror by the Foundation of the existence of an Infringement, the Foundation may elect to do so.

6.3 Cooperation, Recovery, and Settlement. In the event a Party undertakes the enforcement of any Intellectual Property rights in accordance with Section 6.2:

- (a) the other Party shall provide all reasonable cooperation and assistance, including providing access to relevant documents and other evidence, making its employees available at reasonable business hours, and being joined as a party to such action as necessary to establish standing, provided that such Party reimburses the other Party promptly for any costs and expenses incurred in connection with providing such assistance, including reasonable attorneys' fees.
- (b) such Party may settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of the other Party, provided that the Foundation shall not settle any such suit, action, or other proceeding in a manner that adversely affects the rights of the Acquiror concerning the Image Recognition Technology without the Acquiror's prior written consent.

6.4 Recovery. Any recovery, damages, or settlement funds derived from enforcement of intellectual property rights in accordance with Section 6.2 will be retained by the enforcing Party.

6.5 Invalidity or Unenforceability. If any suit, action, or other proceeding alleging invalidity or unenforceability of any patent claim with the Intellectual Property is brought against the Acquiror or any sublicensee, the Acquiror shall promptly notify the Foundation in writing and the Foundation, at its option, will have the right, within thirty (30) days of receiving such notice, to take over the sole defense of the invalidity and/or unenforceability aspect of the suit, action, or other proceeding at its own expense.

7. Compliance with Laws.

7.1 Recordation of Agreement. If recordation of this Agreement or any part of it with a national or supranational Governmental Authority is necessary for the Acquiror to fully enjoy the rights, privileges, and benefits of this Agreement, then the Acquiror may, at its own expense, record this Agreement or all such parts of this Agreement and information concerning the rights granted to the Acquiror hereunder with each such appropriate national or supranational Governmental Authority.

8. Confidentiality.

8.1 Confidentiality Obligations. Each Party (the **Receiving Party**) acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other Party (the **Disclosing Party**). As a condition to being furnished with Confidential Information, the Receiving Party shall:

- (a) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement; and
- (b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 8.2, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:
 - (i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement;
 - (ii) have been apprised of this restriction; and
 - (iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set out in this Article 8, provided further that the Receiving Party will be responsible for ensuring its Representatives' compliance with, and will be liable for any breach by its Representatives of, this Article 8.
- (c) use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

8.2 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

- (a) provide prompt written notice to the Disclosing Party so the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under Article 8; and
- (b) disclose only the portion of Confidential Information it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance under Article 8, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

9. Representations and Warranties.

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing, and in good standing represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has, and throughout the Term will retain, the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and
- (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

9.2 Foundation's Representations and Warranties. Foundation represents and warrants that:

- (a) the Foundation has all right and authority to make and enter into this Agreement;
- (b) it is the sole and exclusive owners of the entire right, title, and interest in and to the Image Recognition Technology;
- (c) it has, and throughout the Term will retain, the right to grant, transfer and convey the rights granted, transferred, and conveyed to the Acquiror hereunder, and it has not granted, and is not under any obligation to grant, to any third party any license, lien, option, encumbrance, or other contingent or non-contingent right, title, or interest in or to the Image Recognition Technology;
- (d) there is no settled, pending, or to its knowledge threatened litigation, claim, or proceeding alleging that any Intellectual Property is invalid or unenforceable, and it has no knowledge after reasonable investigation of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding;
- (e) the Foundation has not transferred or encumbered any rights in the Image Recognition Technology;

- (f) the Image Recognition Technology is original to the Foundation;
- (g) by virtue of the assignment and transfer contemplated by this Agreement, the Acquiror shall be the owner of the entire right title and interest in the Image Recognition Technology upon successful completion of the prescribed terms under Section 3.1 of this Agreement, and no license or other rights to the Image Recognition Technology are granted to or retained by the Foundation, whether expressly or by implication; and
- (h) the Consideration Shares are subject to resale restrictions under the laws of British Columbia and an indefinite seasoning period until such time as the Acquiror becomes a reporting issuer under the laws of British Columbia, if ever, and may also become subject to escrow or restriction upon application of the listing of the Acquiror's Common Shares on a Canadian stock exchange.

10. Indemnification.

10.1 Indemnification. Each Party (the **Indemnitor**) shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, successors, and assigns (each, an **Indemnitee**) against all Losses arising out of or resulting from any third-party claim, suit, action, or proceeding (each a **Third-Party Action**) related to, arising out of, or resulting from Indemnitor's breach of any representation, warranty, covenant, or obligation under this Agreement.

10.2 Acquiror's Indemnification. The Acquiror shall indemnify defend, and hold harmless the Foundation and its officers, directors, employees, agents, successors, and assigns against all Losses arising out of or resulting from any Third-party Action related to, arising out of, or resulting from the Acquiror's use, sale, transfer, or other disposition by the Acquiror or its sublicensee of the Process.

10.3 Indemnification Procedure. An Indemnitee shall promptly notify the Indemnitor in writing of any Third-Party Action and cooperate with Indemnitor at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of the Third-Party Action and shall employ counsel reasonably acceptable to Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any Third-Party Action in a manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this Section 10.3 shall not relieve the Indemnitor of its obligation under this Section 10.3 except to the extent the Indemnitor can demonstrate that it has been materially prejudiced as a result of the failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. Term and Termination.

11.1 Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 11.2, will continue in full force and effect until the completion of the final issuance of the Consideration Shares has been completed as contemplated by Sections 3.1 and 3.4 of this Agreement (the **Term**).

11.2 Termination.

- (a) The Acquiror may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least 30 days' prior written notice to the Foundation.

- (b) If the Acquiror fails to issue the Consideration Shares as required by Section 3.1 and the Foundation provides 30 days (the **Default Period**) written notice of such default to the Acquiror, the Foundation may terminate this Agreement after the Default Period.
- (c) Either Party may terminate this Agreement prior to the completion of the Term, effective immediately, if the other Party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business (each a **Bankruptcy Event**).

11.3 Change of Control. In the event of a Change of Control, the Acquiror shall have the right, upon the consent of the Foundation, not to be unreasonably withheld, to issue all Consideration Shares contemplated by Section 3.1, notwithstanding the non-completion of any outstanding obligations therein, within five (5) business days written notice to the Foundation of a Change of Control of the Acquiror (a **Change of Control Notice**).

11.4 Survival. The rights and obligations of the Parties set forth in this Section 11.4 and Section 1 (Definitions), Section 8 (Confidentiality), Section 9 (Representations and Warranties), Section 10 (Indemnification), Section **Error! Reference source not found.** (Option to Purchase on Termination), Section 11.4 (Change of Control) and Section 12 (Miscellaneous), and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. Miscellaneous.

12.1 Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other Party, execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

12.2 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

12.3 No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party.

12.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or such other address for a Party as may be specified in a notice given in accordance with this Section 12.4):

If to Foundation:

1 Vía España, Plaza Comercial San Fernando,
oficina 41. Urb. La Loma. Ciudad de Panamá.
Panamá.

Telephone: +41 (79) 413 79 61

E-mail: sean@prescott.ch
Attention: Sean Prescott

If to Acquiror:

200 - 550 Denman Street
Vancouver, British Columbia
V6G 3H1 Canada

Telephone: +1 (604) 681-0911

E-mail: jamesliang86@gmail.com
Attention: James Liang

Notices sent in accordance with this Section 12.4 will be deemed effective: (a) when received or delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (in each case, with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

12.5 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Schedules; and (b) second, the Schedules to this Agreement as of the Effective Date.

12.6 Assignment. Each Party (the **Assignor**) may freely assign or otherwise transfer all of its rights, or delegate or otherwise transfer all of its obligations or performance, under this Agreement to a third party (the **Assignee**) without the other Party's consent provided the Assignee agrees to all the covenants and obligations of this Agreement and takes the place of the Assignor with respect to this Agreement. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. No delegation or other transfer will relieve a Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.6 is void.

12.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of this Agreement.

12.8 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof;

nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to conflict of law principles. Any claim or dispute arising from or under this Agreement must be brought in the City of Vancouver, British Columbia and each party attorns to the jurisdiction of the courts of British Columbia with respect to any claim or dispute arising from this Agreement.

12.11 Currency. All references to currency herein shall be deemed to be references to Canadian currency.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PRESCOTT FAMILY FOUNDATION

Per: "Sean Prescott"

Name: Sean Prescott

Title: Trustee

PUFFIN CAPITAL CORP.

Per: "James Liang"

Name: James Liang

Title: Chief Executive Officer and Director

SCHEDULE A

Description of Image Recognition Technology

- The Synapps application front-interface, ZORP plug-in and image recognition software associated with functionality;
- Any and all back-end software associated with the Synapps application or ZORP plugin;
- Any associated Neural Net with the Synapps application or ZORP plugin; and
- All data previously collected by the Neural Net or via Microsoft Azure held by the Foundation.