

TECHNOLOGY AGREEMENT

THIS AGREEMENT (the "**Agreement**") entered into on 8th day of July (the "**Signing Date**") and effective as of 9th day of July 2024 (the "**Effective Date**"),

BETWEEN:

Ovryde Ltd, a Cyprus stock corporation, registered under Registration No. 452120, whose registered office is at 1 Konstantinou Skokou CAPITAL CHAMBERS, 5th floor, 1061 Agios Antonios, Nicosia, Cyprus, duly represented by M P H LAW MANAGERS LIMITED, Reg. Number: 392588, 1 Constantinou Skokou, Capital Chambers, 5th floor, 1061 Agios Antonios, Nicosia, Cyprus as authorised signatory for Ovryde Ltd, Reg. No. 452120

("Ovryde")

OF THE FIRST PART

AND:

SCOPE AI CORP., a company incorporated under the laws of Province of British Columbia, with its registered office located at 595 Howe Street, Suite 704, Vancouver, British Columbia V6C 2T5, Canada

("SCPE," and together with Ovryde, the "**Parties**" and each, a "**Party**")

OF THE SECOND PART

WHEREAS:

- A. Ovryde owns hardware (see Schedule A hardware Item 2 or the Quantum Card as defined in Schedule A) and has the right to Software (as defined herein) (see Schedule A software Item 2 or the Quantum Software License as defined in Schedule A) to provide quantum random numbers for the generation of cryptographic keys (the Quantum Card and Quantum Software together, the "**QRE Services**"), which meet the NIST SP 800-90A, NIST SP 800-90B and NIST SP 800-90C draft standards for nondeterministic random bit generators and satisfy NIST SP 800-22 (NIST STS) and Dieharder tests (such standards, "**Quantum Resilient Entropy**");
- B. Ovryde has developed and continues developing Software for the distribution of Quantum Resilient Entropy (see Schedule A Items 4, 5, and 6, together the "**QRE Software**");
- C. Ovryde is the owner of the Software for a web facing frontend and a backend SaaS platform (the "**Ovryde SaaS Platform**") as per Schedule A Items 7 and 8 run by Ovryde and hosted on a third party cloud infrastructure;



- D. Ovryde has developed and continues developing (i) Software for the distribution of Quantum Resilient Entropy as a service and (ii) Software for storage, upload and management (including statistics and graphs), and usage of digital data to be accessed and used through the Ovryde SaaS Platform (for the Software as per Recital D (i) and (ii) (see Schedule A Item 9), together, the “**QSE Modules Software**”).
- E. Ovryde is willing to, as per the terms and conditions of this Agreement:
- (i) sell and transfer its ownership and title to the Quantum Card and assign the Quantum Software as per its terms to SCPE;
 - (ii) sell and transfer all right, title and interest in the QRE Software to SCPE;
 - (iii) grant SCPE a perpetual, non-exclusive worldwide access and usage right to the Ovryde SaaS Platform for the QSE Modules Software with the right to white label to third parties;
 - (iv) sell and transfer all right, title and interest in the QSE Modules Software to SCPE.

(Recital E (ii) – (iv), collectively, the “**Ovryde Technologies**, and Recital E (ii) and (iv), collectively the “**Ovryde Technologies Software**”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following terms used in this Agreement and the schedules thereto shall have the meaning specified below unless the context clearly indicates the contrary:

	“Affiliate”	has the meaning set forth in the <i>Business Corporations Act</i> (British Columbia)
	“Business Day”	a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia, and Nicosia, Cyprus, are not generally open for business
	“Confidential Information”	in relation to a Party (the “ Subject Party ”), the trade secrets, personal information, licensed third-party data or confidential information concerning the Subject Party, its Affiliates, its business or any third party (including but not limited to the Subject Party’s customers, potential customers and end-users) which the Subject Party is under an obligation,



		implied or express, to keep confidential. Confidential information does not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by the other Party; (ii) was or becomes available to the other Party on a non-confidential basis from a source other than the Subject Party, provided that such source is not, to the other Party's knowledge (and being aware of no reasonable basis for determining otherwise), bound by a confidentiality agreement with the Subject Party or otherwise prohibited from transmitting the information to the other Party by a contractual, legal or fiduciary obligation; (iii) was within the other Party's knowledge or possession prior to its being furnished to the other Party by or on behalf of the Subject Party, provided that the source of such information was not bound by a confidentiality agreement with the Subject Party or otherwise prohibited from transmitting the information to the other Party by a contractual, legal or fiduciary obligation; or (iv) which is required to be disclosed by the other Party, to the extent necessary, by any governmental authority or by law, legal process or in legal proceedings
	"Claims"	has the meaning set forth in Section 7.1 hereof
	"Closing"	means the closing of the transactions contemplated in this Agreement
	"Closing Date"	means the date of Closing
	"Common Shares"	common shares in the capital of SCPE
	"Consideration Shares"	means 2,800,000 Common Shares issued at a price of \$2.00 for a value of \$5,600,000
	"Exchange"	the Canadian Securities Exchange or such other stock exchange(s) on which the Common Shares trade
	"Exploitation" or "Exploit"	any kind of commercial exploitation, including but not limited to development, production, licensing, distribution, use, import, export, offer for sale, sale, and other commercializations
	"Force Majeure"	any cause preventing either Party from performing any or all of its obligations under this Agreement which arises from

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		or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the Party so prevented including strikes, lockouts or other industrial disputes (in each case whether involving the workforce of the Party so prevented or the other Party), protests, act of God, war or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery other than that caused by a failure to maintain by the Party so prevented fire, explosion, flood, storm, pandemic, or epidemic
	“Know-How”	the body of technical knowledge, experience and skills and all information, concepts and instructions, in whatever form, relating to Ovryde Technologies Software and includes both the whole body of such knowledge, experience, skills and information and also any one or more parts of the same
	“Material Adverse Change”	any change in the financial condition, operations, assets, liabilities, or business of a Party, which is materially adverse to the business of such Party
	“Modifications”	any correction, additions, amendments, enhancements to the Ovryde Intellectual Property, provided in accordance with this Agreement, which changes its utility, efficiency, functional capability or application
	“NI 45-102”	has the meaning set forth in Section 3.2(a) hereof
	“Open Source Software”	means any software or library subject to a license that is distributed as “free software” or “open source software” or any licenses meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), as well as any substantially similar licenses, including any Creative Commons licenses, and including any adaptation or modification of any of those licenses

	“Ovryde Intellectual Property”	any or all of the copyright, patents (if expressly included) or Proprietary Information and Know-How regarding Ovryde Technologies Software, including its Modifications and Updates, whether existing or arising in Canada or any other part of the world, and created after the Effective Date as a result of the performance of this Agreement by Ovryde or SCPE
	“Ovryde SaaS Platform”	has the meaning set forth in Recital C, including any Updates thereto
	“Ovryde Technologies”	has the meaning set forth in Recital E
	“Ovryde Technologies Software”	has the meaning set forth in Recital E
	“person”	any individual, partnership, limited partnership, joint venture, sole proprietorship, company or corporation, trust, director, trustee, unincorporated organization or governmental authority
	“Proprietary Information”	means all information, instructions, data, drawings, specifications, documentation, Software listings, technical know-how, method or technical plans, relating to Ovryde Technologies Software and its Updates, or Modifications developed by Ovryde under this Agreement
	“Public Disclosure Record”	means the material change reports, news releases, financial statements, management discussion and analysis, and other continuous disclosure documents filed by or on behalf of SCPE with any applicable Canadian securities regulatory authority (through SEDAR+) on or during the 12 months preceding the Effective Date.
	“Quantum Resilient Entropy”	has the meaning set forth in Recital A
	“QRE Software”	has the meaning set forth in Recital B
	“QSE Modules Software”	has the meaning set forth in Recital D
	“Regulatory Restriction”	has the meaning set forth in Section 3.3 hereof
	“SCPE Financial Statements”	Has the meaning set forth in Section 5.1(f)
	“SCPE SaaS Rights”	Has the meaning set forth in Section 2.6
	“Software”	an application, computer software program(s), internet technology or website (which for clarity does not include any source or object code)
	“Updates”	incremental releases of any Software included in (i) the Ovryde Technology

		Software or (ii) the Ovryde SaaS Platform, which may include bug fixes, minor corrections or additional functionality and which is made available by Ovryde to SCPE from time to time
	“\$”	means Canadian Dollars, the lawful currency of Canada

1.2. Interpretation

- 1.2.1. References to sections and schedules are to the sections of and schedules to this Agreement.
- 1.2.2. Words importing the singular, where the context requires, include the plural and vice versa and words importing any gender include all genders.
- 1.2.3. Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.2.4. Where the words “include(s),” “including” or “in particular” are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
- 1.2.5. References to a statute or statutory provision include, unless the context otherwise requires or is specified, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of this Agreement.
- 1.2.6. All dollar amounts referred to in this Agreement are in the lawful currency of Canada, unless expressly stated otherwise.

2. ACQUISITION OF THE OVRYDE TECHNOLOGIES

2.1. Sale and Assignment of the Ovryde Technologies Software and the QRE Services

On Closing, in exchange for the Consideration as set forth in Section 3, and subject to the terms and conditions set forth in this Agreement, Ovryde hereby covenants and agrees to:

- (a) to sell and transfer its ownership and title to the Quantum Card and assign the Quantum Software as per its terms to SCPE;
- (b) to sell, assign, transfer, and convey all of its rights, title and interests in the Ovryde Technologies Software to SCPE free and clear of any and all encumbrances whatsoever and Ovryde further agrees to waive any

moral rights that Ovryde may have with respect to the Ovryde Technologies Software in favor of SCPE.

2.2. Further Assurances

At any time after Closing, and from time to time thereafter, Ovryde shall, upon SCPE's written request, and at SCPE's expense, take any and all action and execute, acknowledge and deliver to SCPE any and all further instruments and assurances necessary or expedient in order to fully vest in SCPE the Ovryde Technologies Software, the QRE Services, and the SCPE SaaS Rights, and to facilitate SCPE's enjoyment, defense and enforcement thereof. If, at any time after Closing, any Affiliate of Ovryde (an "**Ovryde Affiliate**") is determined or deemed to have any right, title or interest in or to the Ovryde Technologies Software, Ovryde agrees to its their best efforts to cause that Ovryde Affiliate to transfer, assign, convey or release in favor of SCPE any and all right, title or interest that Ovryde Affiliate may have in or to the Ovryde Technologies Software without payment of any additional consideration by SCPE. Ovryde hereby irrevocable designates and appoints SCPE and its duly authorized officers and agents, with full power of substitution, as Ovryde's agents and attorneys-in-fact to act for and on behalf and instead of Ovryde, to take any and all actions, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to fully vest in SCPE or perfect the sale, transfer, assignment and conveyance of the Ovryde Technologies Software to SCPE or to protect the same or to enforce any claim or right of any kind with respect thereto. The forgoing power is coupled with an interest and is irrevocable.

2.3. Modifications

If, after the date of this Agreement, Ovryde, or any of the Ovryde Affiliates, develop or discover, or is a co-developer or co-discoverer of any Modifications, then Ovryde or Ovryde Affiliate shall promptly sell, assign and transfer the Modification to SCPE without the payment of any additional payment or consideration.

2.4. Delivery of Ovryde Intellectual Property

Ovryde shall communicate to SCPE all Ovryde Intellectual Property. Ovryde will continue to communicate to SCPE all such further Ovryde Intellectual Property as may later come into the possession of Ovryde.

2.5. Trademarks and Trade Names

On Closing, and in exchange for the Consideration as per Section 3, Ovryde grants SCPE a perpetual, world-wide, non-exclusive, free license with the right to sublicense to use all trademarks, marks, and trade names relating to the Ovryde Technologies for their marketing, sale, and distribution, as agreed with Ovryde.

2.6. SCPE SaaS Rights

On Closing, and in exchange for the Consideration as set forth in Section 3, Ovryde:



- (a) grants SCPE a perpetual, non-exclusive worldwide free access and usage right to the Ovryde SaaS Platform for the QSE Modules Software with the right to white label to SCPE's users and sub-white label to third parties;
- (b) agrees to provide first level service and maintain for SCPE the combination of the Ovryde SaaS Platform with the QSE Modules Software at no cost (except for the third party hosting fee, which will be passed through from Ovryde to SCPE), subject to market standard terms for such services for 24 months as of the Signing Date and thereafter at a monthly fee to be agreed on by the Parties.

(Section 2.6 (a) and (b) together, "**SCPE SaaS Rights**")

2.7. Non-Assumption of Liabilities

It is understood and agreed between the Parties that SCPE is not assuming and shall not be liable or responsible for any of the liabilities, debts or obligations relating to the Ovryde Technologies existing or accruing at the Closing Date.

3. CONSIDERATION

3.1. Consideration Shares

In consideration for the sale, assignment, transfer and conveyance of the Ovryde Technologies Software, the QRE Services, and the granting and provision of the SCPE SaaS Rights by Ovryde to SCPE and the waiver by Ovryde of any moral rights they may have with respect to Ovryde Technologies Software, SCPE agrees to:

- (a) pay \$400,000 to Ovryde on Closing; and
- (b) issue the Consideration Shares to Ovryde on Closing.

3.2. Resale Restrictions

Ovryde acknowledges and agrees that the Consideration Shares, will be, issued pursuant to exemptions from the prospectus requirements of applicable Canadian securities laws and that, as a result, the Consideration Shares may be subject to restrictions on resale imposed by applicable Canadian securities laws until:

- (a) all applicable resale restrictions have been satisfied and the applicable hold period has expired in accordance with National Instrument 45-102 - *Resale Restrictions* ("**NI 45-102**"); or
- (b) a further exemption under National Instrument 45-106 - Prospectus and Registration Exemptions or the applicable securities legislation is available to Ovryde; or
- (c) an appropriate discretionary order under applicable securities legislation



is obtained; and

- (d) if Ovryde is a control person (as defined in the applicable securities legislation), Ovryde has satisfied all conditions relating to sales by control persons set out in NI 45-102 or the applicable securities legislation.

3.3. Regulatory Restrictions

Ovryde acknowledges and agrees that applicable securities regulatory authorities and/or the Exchange, may request or require, all or part of the Consideration Shares to be placed in escrow, be subjected to a pooling agreement or otherwise be subjected to restrictions on resale under applicable securities laws or the regulations, rules or policies of such securities regulatory authorities or the Exchange (a "**Regulatory Restriction**"). In connection therewith, Ovryde hereby agrees to (i) comply with any Regulatory Restrictions requested or required by applicable securities regulatory authorities or the Exchange and (ii) enter into any escrow agreements, pooling agreements or other instruments as may be required by the applicable securities regulatory authorities and/or the Exchange in connection with such Regulatory Restrictions. Ovryde hereby constitutes and appoints SCPE, its successors and assigns, the true and lawful attorney of Ovryde for, and in the name of or otherwise on behalf of Ovryde, with full power of substitution, to do and execute all escrow agreements, pooling agreements or other deeds or instruments referred to herein.

3.4. Contractual Resale Restrictions

Ovryde acknowledges and agrees that the Consideration Shares will be subject to resale restrictions as follows:

- (a) 560,000 Consideration Shares until the listing of the Common Shares on the Exchange (the "**Listing Date**");
- (b) 560,000 Consideration Shares until the date that is three (3) months following the Listing Date;
- (c) 560,000 Consideration Shares until the date that is six (6) months following the Listing Date;
- (d) 560,000 Consideration Shares until the date that is nine (9) months following the Listing Date; and
- (e) 560,000 Consideration Shares until the date that is twelve (12) months following the Listing Date.

3.5. Share Certificate Legends

Ovryde acknowledges and agrees that all the certificates representing the Consideration Shares, as well as all certificates issued in exchange for or in substitution thereof, shall bear the legends required under applicable Canadian securities laws, the rules and policies of the Exchange or Section 3.2 hereof.

4. CONFIDENTIALITY

4.1. Confidentiality Information

Each of the Parties will not at any time, whether during or after the termination of this Agreement for any reason, reveal to any person or entity any of the Confidential Information of the other Party, except as may be required in performing the obligations under this Agreement. Each of the Parties shall keep secret such Confidential Information and shall not use or attempt to use any such Confidential Information in any manner which is designed to injure or cause loss to the other Party. Nothing in this Section 4.1 will limit any other duty of confidentiality of a Party at equity or law or any applicable regulations.

4.2. Employment of Safeguards

Each of the Parties will employ administrative, physical, and technological safeguards to protect any Confidential Information of the other Party in an environment secure against loss, theft, unauthorized access, acquisition, disclosure, destruction, alteration, copying, misuse, modification, and accidental loss or damage, that are no less rigorous than accepted industry standards and practices, and shall ensure that all such safeguards, including the manner in which its obligations hereunder are performed, as applicable, are performed and that any Confidential Information of the other Party created, collected, accessed, received, used, stored, processed, disposed of, and disclosed comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Each of the Parties will use industry standards and best practices to safeguard and prevent the misuse of all Confidential Information of the other Party disclosed to it under this Agreement or while performing its obligations under this Agreement.

4.3. No Rights Acquired

Each of the Parties will not acquire any express or implied rights, title, or interest in the Confidential Information of the other Party, which shall always remain the exclusive property of the other Party or such other applicable person.

4.4. Notification of Breach

Each of the Parties will notify the other Party immediately of any breach of the representations, warranties, obligations, and agreements in relation to Confidential Information of the other Party, including but not limited to those set out in this Section 4.4, and use its best efforts to cooperate with the other Party to remedy such breach.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1. SCPE Representations, Warranties and Covenants

SCPE represents and warrants to and covenants with Ovryde as of the Effective Date,



the Signing Date and the Closing Date, and acknowledges that Ovryde is relying on such representations, warranties and covenants in entering into this Agreement, that:

- (a) SCPE has the full right, power and authority to enter into and perform its obligations under this Agreement;
- (b) the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law or regulations applicable to, or the constating documents of, SCPE or of any agreement, written or oral, to which SCPE may be a party or by which it is bound;
- (c) The authorized capital of SCPE consists of an unlimited number of Common Shares, of which 45,600,001 shares are issued and outstanding as of the Signing Date;
- (d) Except as set forth in the Public Disclosure Record, no person has any agreement or option, including convertible securities, warrants, convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of SCPE;
- (e) SCPE has furnished or made available to Ovryde a true and complete copy of its Public Disclosure Record. SCPE has timely filed with applicable securities regulatory authorities all documents required to have been filed pursuant to applicable securities laws. As of their respective dates, SCPE's Public Disclosure Records has complied in all material respects with the requirements of applicable securities laws, and none of SCPE's Public Disclosure Record contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (f) The financial statements of SCPE ("**SCPE Financial Statements**") were prepared in accordance with International Financial Reporting Standards applied on a consistent basis during the periods covered thereby, and fairly present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of SCPE as at the date thereof;
- (g) There are no material liabilities of SCPE of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which SCPE may become liable on or after the consummation of the transaction contemplated by this Agreement, other than liabilities that are reflected on the most recent SCPE Financial Statements or liabilities incurred in the ordinary course of business and attributable to the period since the date of the most recent SCPE Financial Statements, none of which has been materially adverse to the nature of SCPE's business, results of operations, assets, financial condition or manner of conducting



SCPE's business;

- (h) There are no actions, suits or proceedings (whether or not purportedly on behalf of SCPE), pending or threatened against or affecting SCPE or affecting SCPE's business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and SCPE is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success; and
- (i) The Common Shares are listed on the Exchange, and SCPE is not in breach of any regulation, by-law or policy of, or any of the terms and conditions of its listing on the Exchange applicable to SCPE or its operations.

5.2. Ovryde's Representations, Warranties and Covenants

Ovryde represents and warrants to and covenants with SCPE as of the Effective Date, the Signing Date and the Closing Date, and acknowledges that SCPE is relying on such representations, warranties and covenants in entering into this Agreement, that:

- (a) Ovryde has the full right, power and authority to enter into and perform its obligations under this Agreement;
- (b) the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law or regulations applicable to, or the constating documents of, Ovryde or of any agreement, written or oral, to which Ovryde may be a party or by which it is bound;
- (c) the Ovryde Technologies are, unless otherwise expressly stated in this Agreement and save for Open Source Software, Ovryde's sole and original creation;
- (d) Ovryde has not granted and will not grant any licence, lien, security interest, or other Encumbrance in, to, the Ovryde Technologies Software, and has not and will not enter into any licence or contractual or other obligation, that could conflict or interfere with SCPE's acquisition of the Ovryde Technologies Software and the granting and provision of Services for the SCPE SaaS Rights;
- (e) Ovryde is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Ovryde Technology Software, including all copyrights and other intellectual property rights therein;
- (f) Ovryde has the right, power and authority to sell, assign and transfer the Ovryde Technologies Software and grant the SCPE SaaS Rights to SCPE;



- (g) No person has any right, agreement or option, or any right or privilege (whether legal, beneficial, court ordered, pre-emptive, contractual or otherwise) capable of becoming a right, agreement or option, for the purchase or acquisition, directly or indirectly, in or to the Ovryde Technologies Software (or any portion thereof) or any rights to the Ovryde Technologies Software (or any portion thereof);
- (h) Ovryde is, unless otherwise expressly stated in this Agreement and as applicable under its jurisdiction, the record owner of any copyright registrations and applications for Ovryde Technologies Software and all such issued registrations are valid, subsisting, and in full force and effect;
- (i) Ovryde has obtained, in legally binding written instruments, all permissions as are or reasonably may be expected to be necessary for SCPE to fully and lawfully exercise its rights under this Agreement;
- (j) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging Ovryde's ownership of copyrights in or use the Ovryde Technologies Software or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Ovryde Technology Software;
- (k) Ovryde has not brought or threatened any claim against any third-party alleging infringement of Ovryde Technologies Software, nor, to its knowledge, is any third-party infringing or threatening to infringe any copyrights or other rights in the Ovryde Technology Software;
- (l) neither the Ovryde Technologies Software nor the medium on which they are provided to SCPE have, to Ovryde's knowledge, any material defects in materials or workmanship or contain any virus, malware, or other harmful code or routine;
- (m) Ovryde Technologies Software, to Ovryde's best knowledge, do not, and the use thereof as permitted hereunder will not, violate any law or regulation or infringe or otherwise violate any right of any third party, including, but not limited to, any copyright, trademark, patent, trade secret or other intellectual property right, any right against defamation, or any right of publicity, personality or privacy;
- (n) There are no actions, suits, proceedings (whether or not purportedly on behalf of Ovryde) or investigations, pending or, to the best of Ovryde's knowledge, threatened against or affecting any of the Ovryde Technologies Software which might result in the impairment or loss of Ovryde's rights, title or interests in or to the Ovryde Technologies Software, or which might otherwise have a material adverse effect on the Ovryde Technologies Software (including, but not limited to, any action, suit or proceeding which might prevent or otherwise impair the ability of Ovryde to sell, assign, transfer and convey the Ovryde Technologies Software to SCPE), at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board,

bureau, agency, court or instrumentality, domestic or foreign and Ovryde is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

- (o) The execution, delivery and performance of this Agreement by Ovryde will not result in any violation of, or be in conflict with or constitute a default under (i) any judgment, decree, or order of any court, arbitrator or other governmental authority, or (ii) any statute, regulation, rule, ordinance or license of any governmental authority, including, without limitation, all foreign, federal, state and local laws applicable to Ovryde or to which the Ovryde Technologies Software may be subject;
- (p) Ovryde is not in default, and has not received any notice of default, with respect to any order, writ, injunction or decree of any court or of any commission or administrative agency, which might result in the impairment or loss of any of Ovryde's respective interests in and to the Ovryde Technologies Software, or which might otherwise have a material adverse effect on the Ovryde Technologies Software or impair the ability of Ovryde to sell, assign, transfer and convey the Ovryde Technologies Software to SCPE;
- (q) Ovryde has made full disclosure to SCPE of all aspects of the Ovryde Technologies Software and has made all of its books and records available to the representatives of SCPE in order to assist SCPE in the performance of its due diligence searches and no material facts in relation to the Ovryde Technologies Software have been concealed by Ovryde;
- (r) At the request and cost of SCPE, Ovryde shall, before and after Closing, execute and deliver to SCPE all documents, and will do all such other acts and things, as may be necessary or desirable to complete and ensure and perfect the sale, assignment, transfer and conveyance of the Ovryde Technologies Software to SCPE.

6. INTELLECTUAL PROPERTY INFRINGEMENT

6.1. Notification

Ovryde shall promptly notify SCPE in writing in the event that (a) it obtains knowledge of activity by a third party infringing or otherwise violating any intellectual property rights relating to the Ovryde Technologies or (b) it is sued or threatened with an infringement suit, in any country as a result of activities that concern the Ovryde Technologies, and shall supply SCPE with documentation of the foregoing that it possesses.

6.2. Rights and Obligations

SCPE shall have the first right to assert and defend rights in Ovryde Technologies Software respecting infringement or other violation of intellectual property rights

relating to Ovryde Technologies Software by third parties using counsel of its own selection.

7. INDEMNITY

7.1. Indemnification by SCPE

SCPE shall defend, indemnify and hold harmless Ovryde and its Affiliates and their trustees, directors, officers, employees, and agents and their respective successors, heirs and assigns against any and all liabilities, claims, demands, damages, judgments, losses and expenses of any nature, including, without limitation, reasonable legal expenses and attorneys' fees (collectively, "Claims"), to the extent relating to (i) gross negligence or willful misconduct of SCPE in performance of this Agreement, or (ii) a breach by SCPE of its obligations, representations and warranties hereunder, or (iii) as part of the development, production, use, sale or other disposition of any Ovryde Technology by SCPE; provided, however that SCPE will not be responsible to indemnify Ovryde pursuant to this Section 7.1 to the extent any Claim arises out of Ovryde's gross negligence or willful misconduct or the gross negligence or willful misconduct of any Affiliate of Ovryde.

7.2. Indemnification by Ovryde

Ovryde shall defend, indemnify and hold harmless SCPE and its Affiliates and their trustees, directors, officers, employees, and agents and their respective successors, heirs and assigns against any and all Claims, to the extent relating to (i) gross negligence or willful misconduct of Ovryde in performance of this Agreement, or (ii) a breach by Ovryde of its obligations, representations and warranties hereunder; provided, however that Ovryde will not be responsible to indemnify SCPE pursuant to this Section 7.2 to the extent any Claim arises out of SCPE's gross negligence or willful misconduct or the gross negligence or willful misconduct of any Affiliate of SCPE.

7.3. Rights and Obligations

As soon as reasonably possible after an indemnified Party becomes aware of any potential liability hereunder, such indemnified Party will deliver written notice to the indemnifying Party, stating the nature of the potential liability; provided, however, that the failure to give such notification will not affect the indemnification provided hereunder except to the extent that the indemnifying Party will have actually been prejudiced as a result of such failure. The indemnifying Party will have the right to assume the defence of any suit or claim related to the liability if it has assumed responsibility for the suit or claim in writing; provided, however, if in the reasonable judgment of the indemnified Party, such suit or claim involves an issue or matter which could result in a Material Adverse Change to the business, operations or assets of the indemnified Party, the indemnified Party may waive its rights to indemnity under this Agreement and control the defence or settlement thereof, but in no event will any such waiver be construed as a waiver of any indemnification rights such indemnified Party may have at law or in equity. In the defence of any claim or litigation, the indemnifying Party will not, except with the prior written consent of the other Party, enter into a settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such other Party a complete release from all liability in respect



of such claim or litigation. If the indemnifying Party defends the suit or claim, the indemnified Party may participate in (but not control) the defence thereof at its sole cost and expense; provided, however, that the indemnifying Party will pay the reasonable fees and costs of any separate counsel to the extent such separate representation is due to a conflict of interest between the parties. In the event of the commencement of any action (including any governmental action) against either an indemnified Party resulting from or relating in any way to this Agreement, then such indemnified part will, within a reasonable time, notify the indemnifying Party of such.

8. Limitation of liability of Ovryde

- 8.1. Ovryde shall not be liable for any loss of profits or revenue, or for any indirect, incidental, special or consequential damages incurred by SCPE arising from or in connection with Ovryde Technologies Software and/or the SCPE SaaS Rights, even if such loss was reasonably foreseeable.
- 8.2. Ovryde's entire liability to SCPE for and in connection with Ovryde Technologies Software and the SCPE SaaS Rights, whether in an action in contract (including but not limited to indemnity) or in tort or based on any warranty, expressed or implied, in law or equity, shall be 10% of the value of the Consideration Shares at Closing Date.
- 8.3. The liability limits set-out in this Section 8 shall not apply with respect to a breach of this Agreement which is a result of Ovryde's gross negligence or willful misconduct.

9. CLOSING AND CONDITIONS OF CLOSING

9.1. Closing

Subject to the satisfaction or waiver of all of the conditions precedent to Closing as set out in this Agreement, Closing of the transactions contemplated herein shall take place at such place and time on the Closing Date as may be agreed to by the parties hereto. The Closing Date shall be such date as is agreed upon by the parties hereto, but shall be no later than August 31, 2024. Unless otherwise agreed to by each of the parties hereto, if Closing does not occur on or before August 31, 2024, this Agreement shall automatically be terminated and of no further force and effect except with respect to the Section 10.3 and the Sections set forth therein.

9.2. Conditions Precedent in Favor of SCPE

The obligations of SCPE hereunder in connection with the Closing are subject to the following conditions precedent being met:

- (a) all securities regulatory authorities having jurisdiction with respect to this Agreement and the transactions contemplated herein, including, but not limited to, the Exchange, shall have approved such Agreement and such transactions;



- (b) each of the respective representations and warranties of Ovryde contained in this Agreement or in any other certificate or document delivered by Ovryde to SCPE pursuant hereto shall be substantially true and correct as of the date hereof and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which such information was given, and SCPE shall have received, on the Closing Date, a certificate in such form as may reasonably be satisfactory to SCPE and signed by Ovryde to the effect that the representations and warranties referred to above are true and correct on and as of such date, provided that the acceptance of such certificates and the Closing of the transactions herein provided for shall not be a waiver of the respective representations and warranties contained in this Agreement or in any other certificate or document delivered by Ovryde to SCPE pursuant hereto, which covenants, representations and warranties shall continue in full force and effect for the benefit of SCPE;
- (c) all obligations, covenants and agreements of Ovryde required to be performed at or prior to the Closing Date shall have been performed;
- (d) at the Closing Date, there shall have been no materially adverse change in the status or condition of the Ovryde Technologies Software or the rights of Ovryde with respect thereto, or with respect to their ability to transfer the Ovryde Technologies Software to SCPE, except as may otherwise specifically contemplated hereunder;
- (e) SCPE obtaining all required directors' and shareholders' approvals required for the transaction contemplated in this Agreement.

9.3. Conditions Precedent in Favor of Ovryde

The obligations of Ovryde hereunder in connection with the Closing are subject to the following conditions precedent being met:

- (a) each of the respective representations and warranties of SCPE contained in this Agreement or in any other certificate or document delivered by SCPE to Ovryde pursuant hereto shall be substantially true and correct as of the date hereof and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which such information was given, and Ovryde shall have received, on the Closing Date, a certificate in such form as may reasonably be satisfactory to Ovryde and signed by SCPE to the effect that the representations and warranties referred to above are true and correct on and as of such date, provided that the acceptance of such certificates and the Closing of the transactions herein provided for shall not be a waiver of the respective representations and warranties contained in this Agreement or in any other certificate or document delivered by SCPE to Ovryde pursuant hereto, which covenants, representations and

warranties shall continue in full force and effect for the benefit of Ovryde;
and

- (b) all obligations, covenants and agreements of SCPE required to be performed at or prior to the Closing Date shall have been performed.

9.4. Closing Deliveries of SCPE

On or prior to the Closing Date, SCPE shall deliver or cause to be delivered to Ovryde the following:

- (a) a share certificate representing the Consideration Shares registered in the name of Ovryde or, at the direction of Ovryde, the shareholders of Ovryde;
- (b) a certificate, duly executed by SCPE and dated as of the Closing Date, in such form as may reasonably be requested by Ovryde, as to those matters set forth in Section 9.2(b); and
- (c) pay \$400,000 to the bank account designated by Ovryde to SCPE.

9.5. Closing Deliveries of Ovryde

On or prior to the Closing Date, Ovryde shall deliver or cause to be delivered to SCPE the following:

- (a) all deed of assignments necessary for the sale, transfer and assignment of the Ovryde Technologies Software to SCPE in such form as may reasonably be requested by SCPE;
- (b) the necessary third party consents required for the sale, transfer and assignment of the Ovryde Technologies Software to SCPE in such form as may reasonably be requested by SCPE;
- (c) a certificate, duly executed by Ovryde and dated as of the Closing Date, in such form as may reasonably be requested by SCPE, as to those matters set forth in Section 9.3(a).

10. MISCELLANEOUS

10.1. Costs and Expenses

Except where otherwise expressly provided in this Agreement, each Party will pay its own costs and expenses in relation to the preparation, execution, completion and implementation of this Agreement, provided that if Ovryde lawfully exercises any right to terminate or rescind this Agreement, then, in addition to any other right or remedy which it may have against SCPE, SCPE will pay to Ovryde on demand an amount equal to all such costs and expenses incurred by Ovryde as aforesaid and incurred in connection with the termination or rescission of this Agreement.

10.2. Relationship of the Parties

Each of the relationships between the Parties a is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

10.3. Survival

On termination of this Agreement for any reason, all rights and obligations under Sections 4.1, 4.2, 7, 8, 10 hereof, or such other rights and obligations expressly stated to survive termination or continue after termination, will survive termination and continue in full force and effect as contemplated in this Agreement.

10.4. Assignment

Each of the Parties shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 10.4 is void. This Agreement is binding upon and enures to the benefit of the Parties and their respective permitted successors and assigns.

10.5. Amendments and Modifications

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties, except as provided for in this Agreement.

10.6. Waiver

No waiver by either Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, 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.

10.7. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement, is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable.



10.8. Governing Law

This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of British Columbia.

10.9. Notice

10.9.1. Any notice or other communication to be given hereunder shall, in the case of notice to be given to Ovryde, be addressed to:

Ovryde Ltd
1 Konstantinou Skokou CAPITAL CHAMBERS, 5th floor
1061 Agios Antonios
Nicosia
Cyprus

Attention: Veronika Prescott, Founder
E-Mail: veronika@prescott.ch and info@servco.com.cy

with a copy (which shall not constitute notice) to:

FinLaw Ltd.
Chaltenbodenstrasse 16
CH-8834 Schindellegi
Switzerland

Attention: David Kalberer
E-Mail: dk@finlaw.ag

and, in the case of notice to be given to SCPE, be addressed to:

Scope AI Corp.
1000 – 1055 West Hastings Street
Vancouver, British Columbia V6E 2E9
Canada



Attention: James Young, CEO
E-Mail: james@qse.group

with a copy (which shall not constitute notice) to:

O'Neill Law LLP
Suite 704 – 595 Howe Street
Vancouver, British Columbia V6C 2T5
Canada

Attention: Charles Hethey
E-Mail: cch@stockslaw.com

- 10.9.2. A communication which is personally delivered or sent by email transmission shall, if delivered or sent before 4:00 p.m. (local time at the place of delivery or transmission) on a Business Day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first Business Day following the day on which it is delivered.

10.10. Time of the Essence

Time of the Essence. Time will be of the essence of this Agreement and every part thereof.

10.11. Entire Agreement

Entire Agreement. This Agreement, including and together with any related attachments, 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, representations and warranties, whether written or oral, with respect to such subject matter.

10.12. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on the following page]



IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement as of the Effective Date.

OVRYPDE:

OVRYPDE LTD

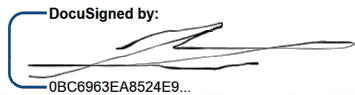
Per: _____
Name: M P H LAW MANAGERS LIMITED
Title: Director



SCPE:

SCOPE AI CORP.

Per: _____
Name: james young
Title: CEO



Schedule A

Description of Ovryde Technologies and any third party agreements relating to Ovryde's rights to the Ovryde Technologies.

The hardware and software stack are defined in the image diagram below. It is separated into 4 main layers of access between the users/consumers through the web-frontend and the backend and producer of the quantum entropy.

The components set out below are to be licensed or transferred as follows, with Items 2, 4, 5, 6 and 9 becoming direct intellectual property of SCPE:

Item 1 and 2: The Physical High-Performance Server (Item 1) is the property of Ovryde Ltd. and will be run by it with the Physical Non-Deterministic Random Noise Generator PCI-E Card (hardware Item 2, or "**Quantum Card**") installed until SCPE has set up its own server infrastructure and been transferred ownership in the Quantum Card and has assumed the manufacturer's OEM software license (software Item 2, or "**Quantum Software License**") (Quantum Card and Quantum Software together, the QRE Services as defined in Recital A of this Agreement)

Item 3: Not applicable as non-transferrable; GNU-licensed (open-source) operating system.

Item 4: Acquisition/transfer of all right, title and interest.

Item 5: Acquisition/transfer of all right, title and interest.

Item 6: Acquisition/transfer of all right, title and interest.

Items 4, 5 and 6 comprise the QRE Software as defined in the Recital B of this Agreement)

Item 7: Perpetual, non-exclusive worldwide access and usage right with right to white label to third parties.

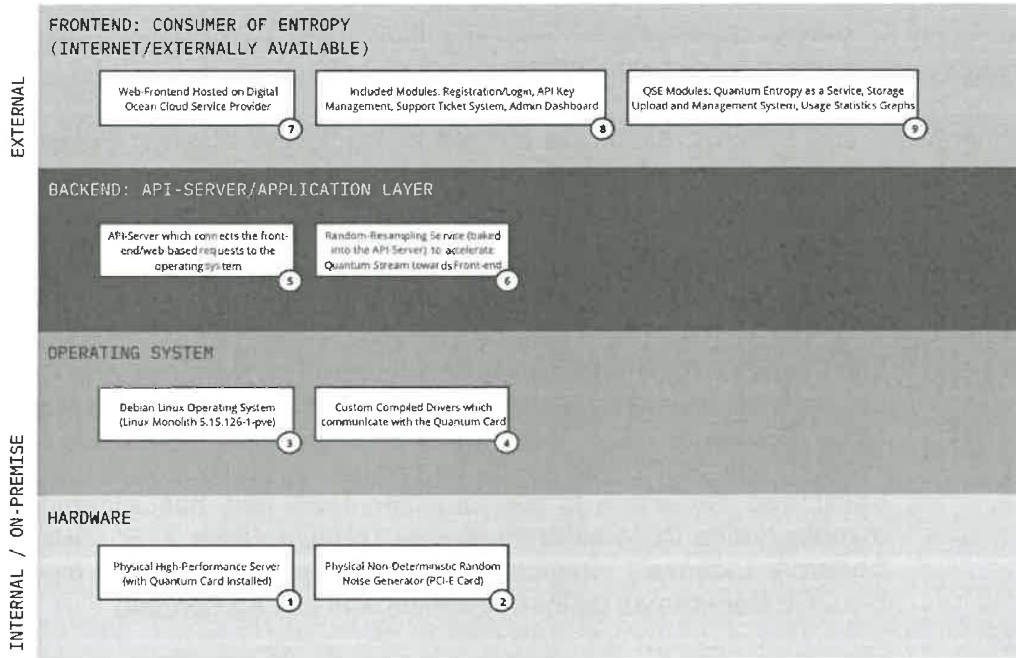
Item 8: Perpetual, non-exclusive worldwide access and usage right with right to white label to third parties.

Items 7 and 8 comprise the Ovryde SaaS Platform as defined in Recital C of this Agreement)

Item 9: Acquisition/transfer of all right, title and interest.

Items 9 comprises the QSE Modules Software as defined in the Recital D of this Agreement)





HP