

LOCK UP AGREEMENT

February 13, 2023

To: 1319275 B.C. Ltd. (the “**Company**”)

Re: Proposed listing (the “**Listing**”) of common shares of the Company (“**Common Shares**”) on the Canadian Securities Exchange

Ladies and Gentlemen:

1. The undersigned (the “**Locked Up Shareholder**”) is a securityholder of the Company and, in consideration of the benefits that the Listing and the completion (the “**Closing**”) of the reverse takeover by Critical Infrastructure Technologies Pty Ltd. (“**CITP**”) of the Company in accordance with a share purchase agreement between the Company, CITP and shareholders of CITP, dated as of December 14, 2021, as amended from time to time, will confer upon the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Locked Up Shareholder hereby agrees not to directly or indirectly, without the prior written consent of the Company, offer, sell, contract to sell, lend, swap, monetize, pledge, or enter into any other agreement to transfer the economic consequences of ownership of, or otherwise dispose of or deal with, or publicly announce any such intention, whether through the facilities of a stock exchange, by private placement or otherwise, that number of Common Shares set forth opposite the Locked Up Shareholder’s name in Schedule “A” hereto (the “**Locked Up Securities**”) for a period beginning on the date of issuance as set forth in Schedule “A” hereto and until and to the extent that such Locked Up Securities are released from the restrictions set out herein in accordance with the following release schedule:

% of Locked Up Securities	Release Date
20%	The date the common shares of the Company are listed on the Canadian Securities Exchange (the “ Listing Date ”)
20%	6 month anniversary of the Listing Date
20%	12 month anniversary of the Listing Date
20%	18 month anniversary of the Listing Date
20%	24 month anniversary of the Listing Date

2. Notwithstanding the foregoing, a Locked Up Shareholder may sell, transfer or otherwise dispose of its Locked Up Securities without the prior written consent of the Company required by paragraph 1 of this Lock Up Agreement pursuant to: (i) transfers to affiliates of the Locked Up Shareholder, or any company, trust or other entity owned by or maintained for the benefit of the Locked Up Shareholder; (ii) transfers occurring by operation of law or in connection with transactions arising as a result of the death of the Locked Up Shareholder; (iii) transfers made pursuant to a bona fide take-over bid made to all holders of voting securities of the Company or similar acquisition or merger transaction, provided that, in the event that the take-over or acquisition or merger transaction is not completed, any Locked Up Securities shall remain subject to the restrictions contained in this Lock Up Agreement; or (iv) transfers to any nominee or custodian where there is no change in beneficial ownership, for bona fide tax planning purposes including, but not limited to, transfers into a registered retirement savings plan, and provided further that, in the case of a transfer under (i), (ii) or (iv), such Locked Up Securities will remain subject to and governed by this Lock Up Agreement and the recipient of the Locked Up Securities has executed an agreement stating that the transferee is receiving and holding such securities subject to the provisions of this Lock Up Agreement and there will be no further transfer of such

securities except in accordance with this Lock Up Agreement.

3. The Locked Up Shareholder understands that the Company is relying upon this Lock Up Agreement in proceeding with the Listing. The Locked Up Shareholder further understands that this Lock Up Agreement is irrevocable and will be binding upon the Locked Up Shareholder's legal representatives, successors, and permitted assigns, and will enure to the benefit of the Company and its respective legal representatives, successors and permitted assigns.
4. The Locked Up Shareholder acknowledges and agrees that the certificate(s) representing any Locked Up Securities may bear a legend setting out the restrictions applicable under this Lock Up Agreement.
5. The Locked Up Shareholder hereby represents and warrants that he, she or it (a) has full power and authority to enter into this Lock Up Agreement and (b) will do all such acts and take all such steps as reasonably required in order to fully perform and carry out the provisions of this Lock Up Agreement. All authority herein conferred will survive the death or incapacity of the Locked Up Shareholder.
6. This Lock Up Agreement is irrevocable and binding on the Locked Up Shareholder and the respective successors, heirs, personal representatives, and assigns of the Locked Up Shareholder provided, however, that the Locked Up Shareholder shall not assign this Lock Up Agreement without the prior written consent of the Company.
7. This Lock Up Agreement and the rights and obligations of the Locked Up Shareholder shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. All matters relating hereto shall be submitted to the court of appropriate jurisdiction in the Province of British Columbia, Canada, for the purpose of this Lock Up Agreement and for all related proceedings.
8. This Lock Up Agreement may be executed in any number of counterparts, each of which when delivered, either in original, facsimile form, or other means of electronic transmission (including portable document format), shall be deemed to be an original and all of which together shall constitute one and the same document.

Executed by the Locked Up Shareholder effective as of the date first set forth above.

"Robert Aitken"

Signature of authorized signatory

Auxo Growth Partners Ltd.

Name of Locked Up Shareholder (please print)

Robert Aitken

Name of authorized signatory (please print)

The Company hereby acknowledges this Lock Up Agreement effective as of the date first set forth above.

1319275 B.C. LTD.

Per: "Faramarz Haddad"
Name: Faramarz Haddadi
Title: Chief Executive Officer

SCHEDULE "A"

Securityholder	Number of Securities	Date of Issuance	Issue Price
Auxo Growth Partners Ltd.	1,000,000 Common shares	February 28, 2022	\$0.020