

Enterra Corporation
244 5th Avenue, Suite E201
New York New York 10001 USA
Phone +1 646 688 5999

www.enterracorp.com

SUPPLEMENTAL INFORMATION

DATE: February 28, 2023

MATERIAL EVENT: Stock Purchase Agreement; Change in Shell Status

FORWARD LOOKING STATEMENTS

The statements contained in this Supplemental Report that are not historical facts are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. Words such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursuant," "target," "continue," and similar expressions are intended to identify such forward-looking statements. The statements in this press release that are not historical statements, including statements regarding Enterra's plans, objectives, future opportunities for Enterra's services, future financial performance and operating results and any other statements regarding Enterra's future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts, are forward-looking statements within the meaning of the federal securities laws. These statements are not guarantees of future performance and are subject to numerous risks, uncertainties, and assumptions, many of which are beyond Enterra's control, and which could cause actual results to differ materially from the results expressed or implied by the statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict, and include, without limitation, results of litigation, settlements and investigations; actions by third parties, including governmental agencies; volatility in customer spending; global economic conditions; ability to hire and retain personnel; loss of, or reduction in business, with key customers; difficulty with growth and integration of acquisitions; product liability; cybersecurity risk; and, anti-takeover measures in our charter documents. Any forward-looking statement is made only as of the date of which such statement is made. Except as otherwise required by applicable law, we undertake no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events, or otherwise.

STOCK PURCHASE AGREEMENT

On February 28, 2023, Enterra Corporation (the "Enterra") entered into, and consummated the transactions contemplated by, a Stock Purchase Agreement (the "Purchase Agreement") by and among Enterra, Cyberlytics Corp., a Delaware corporation ("Cyberlytics") and the Seller Representative of the selling shareholders of Cyberlytics (collectively, the "Sellers"), which agreement provided for the purchase of all of the outstanding equity of Cyberlytics by Enterra.

Cyberlytics is in the business of Early Warning Cyber (EWC), Web3 Decentralized Identity Knowledge and Management (ID K&M), Cloud Security Integration, and Internet of Things (IoT) solutions to combat the cybersecurity threats its potential enterprise and government customers encounter.

Cyberlytics plans to offer Early Warning Cybersecurity (EWC) to its potential customers using its rapid fusion of data analytics, enriched global-scale data sources, and single pane, dashboard reporting. Cyberlytics plans to compete in the cyber threat intelligence business domain by providing potential clients with fast, actionable knowledge, detection tools, and response solutions to better serve the market.

Cyberlytics has direct access to Dark Web data sources, feeds, and real-time end-node sensors including IoT and it uses its core data analytics to emphasize solving two main components of the Cyber Threat

Model: 1) counter spoofing of users' identities for access to conduct inside threats, and 2) the thwarting of data tampering at the early stages of a threat. This EWC solution uses Artificial Intelligence and Machine Learning (AI/ML) and supporting analytics for sifting, processing, and garnering knowledge from the volumes of incoming data. Cyberlytics operates its solutions as Software-as-a-Service (SaaS) for easy integration with existing security infrastructures and providing Information and Insights for Action Plans for both potential enterprise and government customers alike.

Pursuant to the Purchase Agreement, at Closing, Enterra shall pay the purchase price of 12,000,000 shares of common stock to the Sellers in exchange for all the outstanding equity in Cyberlytics. The shares shall be valued at the average price between March 1, 2023 and 3 days before end of the quarterly report Enterra files with OTC, not later than April 15, 2023.

After Closing, Sellers may receive additional shares of common stock in Enterra, but only upon the achievement of financial milestones. These financial milestones are designed to align goals and objectives for both Cyberlytics Corp. and Enterra Corp. as well as all stakeholders. The milestones are based on revenue and financial performance adjustments achieved from March 1, 2023 to May 31, 2024.

As illustrated in Exhibit A to the Purchase Agreement, based on the achievement of \$10,000,000 in sales during the above period, the Performance Shares will amount to a range of between 9,600,000 and 31,200,000 shares, depending on the calculation of the average stock price after June 1, 2024 and before August 31, 2024.

Enterra will have until June 30, 2024, for advising the Sellers of the performance calculations, for performance ending May 31, 2024. The performance shares, if any, will be issued as part of Enterra's May 31, 2024 fiscal year end calculations and not later than Enterra's OTC FYE annual report filed with OTC Markets.

The board of Cyberlytics has been reconstituted to include Peter Lachapelle as the sole director. Management shall include Robert Schlicher as Co-Founder and President of Cyberlytics, and Mr. Lachapelle acting VP of Finance of Cyberlytics.

Robert Schlicher is a widely recognized leading expert in blockchain, cybersecurity and Information Technology (IT) in the field for Big Data, Cloud, Premise, and advanced computing platforms.

He co-founded Cyberlytics Corp (CLC) to address a strong need and opportunity for Early Warning Cybersecurity (EWC) involving a combination of data analytics with Artificial Intelligence/Machine Learning (AI/ML), enriched global-scale data sources, and single pane, dashboard reporting. His insights for CLC are that within the Cyber Threat lifecycle, incident responses, indicators of alerts (IOAs), and cyber forensics are embroiled with impeding high-alert, high data bandwidth reactions during-the-event and after-the-event

His expertise is global, enterprise-scale software solutions and innovations. His experienced background in distributed computing, computational sciences and analytics, and cyber security establishes a strong foundation for him in a leadership, mentorship, and hands-on roles for building successful analytical-based systems. Since 2015, he has been directly involved with blockchain deployments, smart contracts, and cybersecurity infrastructures in logistics, finance and banking, health/medical, federal, and defense. Over his 30 years career, he has distinguished himself with numerous activities and recognitions including nine patent filings involving blockchain and cybersecurity technologies in the past several years, three software start-up companies and two established firms each acquired with funds and financing from Google Venture (GV) Life Sciences, Bain Capital, Blackstone, and private equity totaling over \$500M in the past five years; the Principal Engineer for the first approved US Federal ATO (Authority To Operate approval) Blockchain

by Gray Matters Co; co-inventor of the AuthZ W3I Identity Secured Blockchain; co-inventor of the global DeFi - Decentralized Finance - collateralized supply chain token called SmartPass in AVC Global currently active on the Kingdom of Bahrain National Traceability Hub and Digital Notary with the Global Hedera Consensus Network; software architect for the Titan Bank digital currency for a pilot US FDIC stable coin; one of the first demonstrations of US Federal Digital Currency Payment transactions integrated through the Swift banking network with the Middle East; Principal Investigator (PI) Data Scientist at Oak Ridge National Laboratory (ORNL) for the largest Big Data analytics platform at the time in Bibliometrics and Scientometrics called FUSEnet (Foresight Understanding from Scientific Exposition) at the ORNL Supercomputing Facility sponsorship from US Agencies/I-ARPA with science teams in BAE Systems, MITRE, Columbia University, BBN/MIT, University of Mass, and Stanford Research Institute (SRI); awardee of a Department of Energy (DOE) Entrepreneurial commercial assignment for technology transfer for the Cyber Vault Security Cloud Protector; and Entrepreneur, PI, Program Manager, co-founder, co-inventor, co-innovator of numerous other technologies and firms.

In other business startups and ventures, in 2017, he led the software development of tech start-up (pre-Series A) Sherpa Cyber Group, for a next generation smart digital vault, for storing highly sensitive data including crypto-keys, passwords, pass phrases, digital rights, licensing data, and corporate intellectual property. Prior to Sherpa Cyber, in 2015, he was the CTO for Lock Data, LLC, NYC, NY, a venture capital funded start-up pre-series A, for leading the development for securing cloud deployments with container, blockchain, counter-exfiltration, and Data Loss Prevention (DLP) security technologies. While he was at Lock Data, he co-designed, developed unique identity authentications for security access and authorization backed by the HyperLedger Fabric (HLF) blockchain system. He enjoys coding in Python, Java, C++, Golang, C# and integrating with HLF, MongoDB, Lucene, SQL databases, AWS databases, and Azure data storages.

Before Lock Data, he was Principal Investigator (PI) and a Senior Data Scientist from 2008-15 at Oak Ridge National Laboratory (ORNL) for the FUSEnet Program sponsored by the Intelligence Advanced Research Projects Activity (IARPA), within the US Office of the Director of National Intelligence. Under his five-year technical leadership for this project, the secured FUSEnet cloud was established in the ORNL Supercomputing Facility containing over 200 million digital artifacts, 500 terabytes of unstructured big data, data analytics for bibliometrics and scientometrics, and hosting over 200 recognized scientific and technical professionals in the field. His team were recognized twice by DOE/ORNL for Significant Event Awards and their work was nominated for the prestigious International R&D 100 awards for 2016. Prior to leading FUSEnet, Bob was the ORNL co-director for the big data Social Media Computing Research Lab (SMC-RL) at ORNL for US Army Intelligence and was the Principal Investigator (PI) for Green Energy Projects for improving government and building (LEED) carbon footprints, the so called "Green Mile" Program under the US Department of Energy (DOE) for Energy Efficiency programs under the 2009 American Recovery and Reinvestment Act.

Prior to joining the science staff at ORNL from 1999-2008, he was the president of Boston-based EigenSoft - a software engineering firm specialized in artificial intelligence and data analytics for cybersecurity. He co-invented the SecureFusion data technology, having pioneered several network discovery/anomaly detection algorithms. From 1995-99, in addition to co-founding AlterNet Communications, an early ISP (Internet Service Provider) in 1995 based in Raleigh-Durham acquired by an Atlanta-based ISP, he was a senior software consultant for IBM for automating risk assessments for insurance and finance and securing bank financial transactions using rule-based and fuzzy-logic algorithms. During this period, he worked along-side esteemed early Artificial Intelligence (AI) colleagues RR of Neuron data – the forerunner to the modern FICO score, CF inventor of the rule engine Rete Algorithm, and EC, AI pioneer in Fuzzy Logic for automated loans processing, actuarial-based algorithms, and fraud detection algorithms for insurance property claims. He has published in journals and has been awarded recent patents for inventions related to blockchain, big data processing, algorithms, cyber sensors, and software technologies. From 1988-1995

Bob served as a commissioned Officer in the US Air Force with tours and assignments involved with the Persian Gulf War, the Star Wars Program, and US Space Command. While in high school, prior to attending MSU College of Engineering, Bob was awarded a US National Fellowship Award in 1984 by the US Air Force to join the Air Force Communications Command (AFCC) for a 5-year program, concurrent with College, in engineering and research in electromagnetics and cryptographic communications.

References for Recent activities:

ORNL CSED pubs: <https://www.researchgate.net/profile/Bob-Schlicher-3>

LinkedIn: <https://bit.ly/3Z6n3f6>

Kingdom of Bahrain MVC SmartHub/SmartPass: <https://bit.ly/3Sr8Bvm>

Oak Ridge National Laboratory (ORNL) Supercomputing: <https://www.olcf.ornl.gov/>

FUSE Program: <https://www.iarpa.gov/images/PropersDayPDFs/FUSE/04-FUSE.pdf>

Hedera Consensus Blockchain Network: <https://hedera.com/users/avc-global>

Page 112: <https://gbbcouncil.org/wp-content/uploads/2023/01/Annual-Report-2022-GBBC-and-GDF.pdf>

Verana Health Acquires PYA Analytics; \$100M Financing: <https://bit.ly/3Z0r9Fq>

Acquisition by ISI for Gray Matters Blockchain:

<https://finance.yahoo.com/news/information-analysis-closes-acquisition-gray-133000682.html>

Blackstone Acquisition of TEAMHealth citing Physician Services data platform:

<https://www.teamhealth.com/news-and-resources/press-release/blackstone/>

The Purchase Agreement contains customary representations and warranties of the parties, including, among others, with respect to corporate organization, capitalization, corporate authority, financial statements and compliance with applicable laws. The representations and warranties of each party set forth in the Purchase Agreement were made solely for the benefit of the other parties to the Purchase Agreement, and investors are not third-party beneficiaries of the Purchase Agreement. In addition, such representations and warranties (a) are subject to materiality and other qualifications contained in the Purchase Agreement, which may differ from what may be viewed as material by investors, (b) were made only as of the date of the Purchase Agreement or such other date as is specified in the Purchase Agreement and (c) may have been included in the Purchase Agreement for the purpose of allocating risk between the parties rather than establishing matters as facts. Accordingly, the Purchase Agreement is included with this filing only to provide investors with information regarding the terms of the Purchase Agreement, and not to provide investors with any other factual information regarding any of the parties or their respective businesses.

The foregoing description of the Purchase Agreement is not complete and is qualified in its entirety by reference to the text of such document, which is included herewith as Exhibit 1 and which is incorporated herein by reference.

CHANGE IN SHELL COMPANY STATUS

Before February 28, 2023, Enterra has been classified as a “shell company,” as that term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended. A “shell company,” paraphrasing from the rule, is a company with no or nominal operations, and with no or nominal assets or assets consisting solely of cash and cash equivalents.

The operations and assets of Enterra up until February 28, 2023 have been limited, and therefore Enterra has been classified as a shell. On February 28, 2023, as described above, Enterra acquired Cyberlytics, which is now wholly owned by Enterra. As part of this purchase, Enterra acquired a license to certain intellectual property that is valued, in the opinion of management, at more than nominal. Enterra will file its quarterly report for the nine months ended February 28, 2023, which report is expected to show an increase in assets on Enterra’s balance sheet, at a value more than nominal.

Based on the acquisition and the associated business of Cyberlytics brought into Enterra, Enterra asserts that it ceased being a shell company as of February 28, 2023 and has remained a non-shell company since such date.

CERTIFICATION

I, Peter Lachapelle, hereby certify the following

1. I have reviewed this Supplemental Information Disclosure Statement of Enterra Corporation;
2. Based on my knowledge, this Supplemental Information Disclosure Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the information covered by this Supplement Information Disclosure Statement.
3. Based on my knowledge, the financial information included or incorporated by reference in this Supplemental Information Disclosure Statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Supplemental Disclosure Statement.

Date: March 6, 2023

/s/ PETER LACHAPELLE
PETER LACHAPELLE
Chief Executive Officer

Exhibit 1
Stock Purchase Agreement

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “Agreement”) is as of February 28, 2023, by and among ENTERRA CORPORATION, a Delaware corporation (the “Buyer”), CYBERLYTICS CORP, a Delaware corporation (the “Company”), and the undersigned Seller Representative as representative of the stockholders of the Company (collectively, “Sellers”).

Recitals

WHEREAS, the Company is in the business of Early Warning Cyber (EWC), Web3 Decentralized Identity Knowledge and Management (ID K&M), Cloud Security Integration, and Internet of Things (IoT) solutions to combat the cybersecurity threats its enterprise and government clients face (the “Business”).

WHEREAS, Sellers own one hundred percent (100%) of the outstanding shares of capital stock of the Company (the “Shares”); and

WHEREAS, Sellers desire to sell and Buyer desires to acquire the Company by means of Buyer’s acquisition of the Shares as provided herein (the “Transaction”), with the Company continuing as a subsidiary of Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Shares; Closing.

1.1. Sale and Purchase.

On the Closing Date (as hereinafter defined), Sellers shall sell to the Buyer, and Buyer shall acquire from Sellers, the Shares in exchange for the Purchase Price (as hereinafter defined).

1.2. Closing Date.

The consummation of the transactions contemplated hereby (the “Closing”) will take place at the offices of the Buyer on the date hereof or such other date that is agreed to in writing by the Company and Buyer (the “Closing Date”), provided that all conditions set forth in Article 5 have either been satisfied or, in the case of conditions not satisfied, waived in writing by the party entitled to the benefit of such conditions. At the Closing, Sellers shall deliver, or cause to be delivered, to Buyer or its designees an assignment and bill of sale transferring to Buyer good title to the Shares, free and clear of any liens, pledges, options, security interests, trusts, encumbrances or other rights or interests of any person or entity, together with any taxes, direct or indirect, attributable to such transfer of the Shares, and Buyer shall thereupon pay to Sellers the Purchase Price.

1.3. Purchase Price; Performance Shares

Purchase Price. The purchase price for the Shares shall consist of 12,000,000 shares of Buyer’s common stock issued at Closing, which represents 1,000 shares of the Buyer’s common stock for each of the Shares (the “Purchase Price”). The Buyer shall value Purchase Price at the average price between March 1st and 3 days before the February 28th End of Quarter Report to OTC not

later than April 15, 2023. Upon payment of the Purchase Price, Buyer shall own the Shares free and clear of all Liens (as hereinafter defined).

Performance Shares (PS). After Closing, Sellers may receive additional shares of common stock in Buyer (the “Performance Shares”), but only upon the achievement of financial milestones as summarized in Exhibit A, which contains the Definitions, the Calculations and Examples for Illustration.

1.4. Deliveries at Closing by Sellers and the Company.

At the Closing, and upon satisfaction or waiver of the conditions set forth in Sections 5.1 and 5.3, each of the Sellers and the Company will deliver or cause to be delivered the instruments, consents, certificates and other documents required of each of them by Section 5.2.

1.5. Deliveries at Closing by Buyer.

At the Closing, and upon satisfaction or waiver of the conditions set forth in Sections 5.1 and 5.2, Buyer will deliver or cause to be delivered the instruments, consents, certificates and other documents required of it by Section 6.3.

2. Representations and Warranties of Sellers.

References in this Article 2 to “Sellers’ Knowledge” means the (i) the actual knowledge of the Sellers Representative (ii) what he would be reasonably expected to know upon the exercise of reasonable due inquiry. The Sellers jointly and severally (except with respect to Sections 2.23 and 2.24, as to which section each Sellers represents and warrants severally in his, her or its individual capacity) represent and warrant to Buyer that as of the date hereof:

2.1. Organization and Good Standing.

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with full limited liability company power and authority to carry on the Business as it is now and has since its organization been conducted, and to own, lease or operate its assets and properties. The Company is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where failure to be so qualified would not have a Material Adverse Effect. For purposes of this Agreement, the term “Material Adverse Effect” shall mean (a) a material adverse effect on the financial condition, properties, business, or results of operations of the Company, taken as a whole, or (b) a material adverse effect on the ability of the Company to perform its respective material obligations under this Agreement; provided, however, that a Material Adverse Effect shall not include any event, changes, effect, development, condition or occurrence arising out of or relating to (i) general economic or political conditions in the United States of America and (ii) conditions generally applicable to the industry in which the Company operates.

(b) The Company holds all licenses, permits, easements, variances, exemptions, consents, certificates, orders, approvals, franchises and other authorizations (collectively, the “Operating Permits”) and has taken all actions required by applicable law or regulations of any supra-national, national, state, municipal or local government (including any subdivision, court, administrative agency, competent authority, notified body or commission or other authority

thereof) or any quasi-governmental body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (each a “Governmental Entity,” and collectively “Governmental Entities”) in connection with the Business as now conducted, except where the failure to obtain any such Operating Permits or to take any such action, individually or in the aggregate, does not and would not reasonably be expected to have a Material Adverse Effect. No Governmental Entity has issued any notice or notification in writing stating that the Company is not in compliance with any Operating Permit.

(c) The Company has no subsidiaries and does not otherwise hold any equity, membership, partnership, joint venture or other ownership interest in any individual, corporation, company, partnership, trust, incorporated or unincorporated association, joint venture or other entity of any kind (collectively, a “Person”).

(d) The Company has made available to Buyer a true and correct copy of the articles of organization and operating agreement of the Company, each as amended to date (collectively, the “Charter Documents”). The Company is not in violation of any of the provisions of its Charter Documents.

2.2. Ownership of Shares.

(a) Sellers own all of the outstanding shares of the Company (the “Shares”) in the respective amounts set forth on Schedule 1, free and clear of all liens, encumbrances, security interests, pledges, conditional or installment sale agreements, mortgages, charges and/or any other claim of third parties of any kind (collectively “Liens”). The Shares constitute 100% of the issued and outstanding Shares in the Company. After giving effect to the transactions contemplated by this Agreement, Buyer will own 100% of the Shares. All of the Shares have been, and will be at the Closing, duly authorized, validly issued and outstanding, fully paid and non-assessable. None of the Sellers has granted, issued or agreed to grant or issue and/or will grant, issue or agree to grant or issue any other equity interest in the Company and there are no, nor will there be at the Closing, outstanding options, warrants, subscription rights, securities that are convertible into or exchangeable for, or any other commitments of any character relating to, any equity interest in the Company (collectively “Equity Rights”). No Shares are, or will be at the Closing, subject to any right of first refusal, preemptive, subscription or other similar right under any provision of applicable law or any agreement (collectively “Preemptive Rights”). There are no voting restrictions or restrictions on transfer of the Shares (collectively “Restrictions”).

(b) There are no obligations, contingent or otherwise, of the Company to repurchase, redeem or otherwise acquire any of the Shares or to make any investment (in the form of a loan, capital contribution or otherwise) in any Person. The Company does not own or control any equity security or other interest of any other Person. The Company is not a party to any agreement (i) requiring it to acquire any securities or ownership interests in any Person; and/or (ii) requiring it to make any investment in and/or to fund in any manner any Person. Since its inception, the Company has not consolidated or merged with, acquired all or substantially all of the assets of, or acquired the stock of or any interest in any Person.

(c) Upon consummation of the transactions contemplated hereby at the Closing, Buyer will own the Shares free and clear of all Liens, Equity Rights, Preemptive Rights and/or Restrictions, except any made by Buyer.

2.3. Authorization of Agreement.

The Company has all requisite company power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other agreements and instruments to be executed by the Company in connection herewith (together with all other documents to be delivered in connection herewith or therewith, collectively the “Transaction Documents”) have (except for Transaction Documents to be executed and delivered solely by Sellers or Buyer) been duly and validly approved by the board of directors and the stockholders of the Company (the “Authorizing Parties”) and no other proceedings on the part of the Company or Sellers is necessary to approve this Agreement and to consummate the transactions contemplated hereby or thereby. This Agreement and the other Transaction Documents to be delivered by the Company have been (or upon execution will have been) duly executed and delivered by the Company, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by general principles of equity and bankruptcy, insolvency and other similar laws relating to creditors’ rights (the “Bankruptcy Exception.”)

2.4. Title to Assets.

(a) The Company is the lawful owner of each of the tangible assets, whether real, personal, mixed, comprising and employed in the operation of or associated with the Business, other than those Assets which the Company leases, in which case the Company has a valid leasehold interest in such Assets. The Assets owned and/or leased by the Company (collectively the “Assets”) include all of the properties and other assets necessary for the Company to conduct the Business in the manner presently conducted and as currently contemplated to be conducted. The Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind, except for (a) leases which apply to certain assets which the Company leases from third parties, (b) security interests and liens consented to in writing by Buyer and (c) any inchoate statutory liens for real and personal property taxes not yet due or payable. There are no outstanding agreements, options or commitments of any nature obligating the Company to transfer any of the Assets or rights or interests therein to any party.

2.5. Financial Condition and Accounting.

(a) Financial Statements. The Buyer is in possession of (i) the balance sheets of the Company, as of November 30, 2022, and any interim period related statements of income and cash flows until February 28, 2023. The Financial Statements present fairly the financial condition and position and operating results of the Company as of the respective dates thereof and for the periods therein indicated.

The Financial Statements reflect the consistent application of accounting principles throughout the periods incurred. The Financial Statements (i) were prepared in accordance with the books and records of the Company; and (ii) were prepared in accordance with generally accepted accounting principles (“GAAP”) consistently applied. The books and records of the Company are being maintained in accordance with applicable legal and accounting requirements as necessary to permit the preparation of financial statements in accordance GAAP and to maintain asset accountability.

(b) Absence of Certain Changes. Since February 28, 2023, there has not been (i) any material change in the assets, liabilities, financial condition, or operations of the Company, other than

changes in the ordinary course of business; and/or (ii) any event, circumstance, condition, development or occurrence causing, resulting in, having, or that could reasonably be expected to have, a Material Adverse Effect.

2.6. Property.

(a) Real Property. The Company does not own or lease any real property.

(b) Personal Property. All of the Personal Property has been maintained in accordance with the past practice of the Company and generally accepted industry practice and is in good operating condition and repair (normal wear and tear excepted) sufficient to enable the Company to operate the Business as presently conducted and as currently contemplated to be conducted.

2.7. Intellectual Property.

(a) Schedule 2 sets forth a true and complete list of all (a) patents and patent applications, trademark registrations and trademark applications, registered copyrights and copyright applications and domain names that are owned by the Company, and (b) licenses or sublicenses of Intellectual Property to the Company, and licenses and sublicenses of Intellectual Property by the Company to any third party (collectively “Licensed Intellectual Property”). “Owned Intellectual Property” means the Intellectual Property listed on Schedule 2 and all other Intellectual Property owned by the Company. For purposes hereof, “Intellectual Property” means: (i) United States, international, and foreign patents, patent applications, unfiled patent applications, and statutory invention registrations, (ii) patentable inventions, discoveries, improvements, ideas, know-how, formula, methodology, processes insights and technology, (iii) trademarks, service marks, trade names, trade dress, slogans, logos, domain names, and other source identifiers, including registrations and applications for registration thereof, (iv) original works of authorship, copyrightable subject matter, and copyrights, including copyright registrations and/or applications for copyright registration, (v) confidential and/or proprietary information, including trade secrets and/or know-how embodied in any invention, work of authorship, customer list, database, business information, and/or Software, and (vi) inventions, extensions, modifications, or enhancements of the Software or related to the Software. For purposes hereof, “Software” means all computer software developed by or on behalf of the Company, or used by the Company, including all computer software in any form (such as, source code, object code, assembler code, microcode or blockchain, blockchain smart contracts, Blockchain off chain artifacts etc.), libraries, user-interfaces (including graphical user-interfaces, application programming interfaces (APIs), and other software interfaces), and databases operated by the Company or used by the Company in any way, including use in internal Company operations, testing (including alpha and beta tests), licensing, marketing, sales, and/or in connection with processing customer orders, storing customer information, or storing and archiving data.

(b) To Sellers’ Knowledge, the use of the Owned Intellectual Property and the Licensed Intellectual Property by the Company in the ordinary course of business as currently conducted and as currently contemplated to be conducted does not conflict with or infringe upon, violate or misappropriate the Intellectual Property rights of any third party. No claim has been asserted that the use of such Intellectual Property in the ordinary course of business does or may conflict with or infringe upon, violate or misappropriate the Intellectual Property rights of any third party.

(c) Except with respect to Open Source Materials (as defined in clause (d) below) disclosed in Schedule 2, the Company is the exclusive owner of the entire and unencumbered right, title and interest in each item of Owned Intellectual Property in the United States and worldwide, and to Sellers' Knowledge the Company is entitled to use all such Owned Intellectual Property in the ordinary course of business in the United States and worldwide, subject only to the terms of the licenses of the Owned Intellectual Property granted by the Company to its customers in the ordinary course of business. The Company has the right to use each item of Licensed Intellectual Property as provided in the license agreements therefor, and to Sellers' Knowledge the Company is entitled to use all such Licensed Intellectual Property in the ordinary course of business as currently conducted and as currently contemplated to be conducted, subject only to the terms of the licenses of the Licensed Intellectual Property granted by the licensors thereof. True and complete copies of all agreements and documents with respect to the Licensed Intellectual Property and the Owned Intellectual Property have been made available to Buyer.

(d) "Open Source Materials" means materials (i) subject to any license that requires as a condition of use, modification and/or distribution thereof, that such materials, or materials combined and/or distributed with such materials be (A) disclosed or distributed in source code or similar form, (B) licensed for the purpose of making derivative works or work products, or (C) redistributable at no charge or (ii) subject to any license or right that the Open Source Initiative has recognized or approved as an open source license. Except as disclosed in Schedule 2, the Company has not (a) incorporated Open Source Materials into, or combined Open Source Materials with, the Company's products or any Intellectual Property owned or used by the Company, (b) distributed Open Source Materials in conjunction with the Company's products or any Intellectual Property owned or partially owned or used by the Company, or (c) used Open Source Materials in a manner that would make the Company's products or any Intellectual Property owned or used by the Company, or any part thereof, Open Source Materials.

(e) The Owned Intellectual Property and the Licensed Intellectual Property include all of the Intellectual Property and Software used in the Business and the ordinary day-to-day operations of the Company, and there are no other items of Intellectual Property or Software that are material to the Business and/or such ordinary day-to-day operations. The Owned Intellectual Property and, to Seller's Knowledge, any Intellectual Property licensed to the Company under the Licensed Intellectual Property, is (i) to Seller's Knowledge, subsisting, valid and enforceable, and (ii) has not been adjudged invalid or unenforceable in whole or part.

(f) No legal proceedings have been asserted, are pending, or, to Sellers' Knowledge, threatened against the Company (i) based upon or challenging or seeking to deny or restrict the use by the Company of any of the Owned Intellectual Property or Licensed Intellectual Property, (ii) alleging that any services provided by, processes used by, or products manufactured or sold by the Company infringe upon or misappropriate any Intellectual Property right of any third party, or (iii) alleging that any Intellectual Property licensed under the Licensed Intellectual Property infringes upon any Intellectual Property right of any third party or is being licensed or sublicensed in conflict with the terms of any license or other agreement.

(g) To Sellers' Knowledge, no person is engaging in any activity that infringes upon the Owned Intellectual Property or any Intellectual Property licensed to the Company under the Licensed Intellectual Property. Except as set forth in Schedule 2, the Company has not granted any license or other right to any third party with respect to the Owned Intellectual Property or Licensed Intellectual Property. The consummation of the transactions contemplated by this Agreement

will not result in the termination, cancellation and/or impairment of any of the Owned Intellectual Property and/or the Licensed Intellectual Property.

(h) Correct and complete copies of all the licenses and sublicenses of the Licensed Intellectual Property to which the Company is a party have been made available to Buyer. With respect to each such license and sublicense: (i) such license and sublicense is valid and binding and in full force and effect and represents the entire agreement between the respective licensor and licensee with respect to the subject matter of such license or sublicense; (ii) such license or sublicense will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the consummation of the transactions contemplated by this Agreement, nor will the consummation of the transactions contemplated by this Agreement constitute a breach or default under such license or sublicense or otherwise give the licensor or sublicense a right to terminate such license or sublicense; (iii) the Company has not (i) received any notice of termination or cancellation under such license or sublicense; (ii) received any notice of a breach or default under such license or sublicense, which breach has not been cured, nor (iii) granted to any other third party any rights, adverse or otherwise, under such license or sublicense that would constitute a breach of such license or sublicense; and (iv) neither the Company, nor, to Sellers' Knowledge, any other party to such license or sublicense is in breach or default in any material respect, and, to the Sellers' Knowledge, no event has occurred that, with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration under such license or sublicense. i) To Sellers' Knowledge, the Software is free of all viruses, worms, Trojan horses and other material known contaminants, and does not contain any problems of a material nature or have an adverse impact on the operation of other software programs or operating systems, and no rights in the Software have been transferred to any third party.

(j) The Company has have taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of its customer lists and customer information, trade secrets, source code and other confidential Intellectual Property. To Sellers' Knowledge (i) there has been no misappropriation of any material trade secrets or other material confidential Intellectual Property of the Company by any Person, (ii) no employee, independent contractor or agent of the Company has misappropriated any trade secrets of any other Person in the course of such performance as an employee, independent contractor or agent and (iii) no employee, independent contractor or agent of the Company is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of Intellectual Property.

(k) No current and former employee, director, and/or officer of the Company has any rights whatsoever to any of the Owned Intellectual Property and/or the Licensed Intellectual Property. Neither the Sellers nor the Company believes it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its employees made prior to their employment by the Company, except for inventions, trade secrets or proprietary information that have been assigned to the Company.

2.8. No Conflict or Violation.

The execution, delivery and performance by Sellers and the Company of this Agreement and the other Transaction Documents to be delivered by Sellers and/or the Company and the consummation of the transactions contemplated hereby and thereby do not and will not (with or

without notice or passage of time): (i) violate or conflict with any provision of the Charter Documents; (ii) violate any provision or requirement of any domestic or foreign, federal, state, or local law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any Governmental Entity applicable to the Company and/or the Business; (iii) violate, result in a breach of, constitute (with due notice or lapse of time or both) a default or cause any obligation, penalty, premium or right of termination to arise or accrue under any Intellectual Property licenses or agreements and/or any Contract (as hereinafter defined in Section 2.9); (iv) result in the creation or imposition of any Lien of any kind whatsoever upon any of the Shares and/or Assets of the Company or the Business; or (v) result in the cancellation, modification, revocation or suspension of any material license, permit, certificate, franchise, authorization or approval issued or granted by any Governmental Entity (each a “License,” and collectively, the “Licenses”).

2.9. Consents.

Schedule 3 lists all consents and notices required to be obtained or given by or on behalf of Sellers and/or the Company in connection with the consummation of the transactions contemplated by this Agreement and the Transaction Documents in compliance with all applicable laws, rules, regulations, or orders of any Governmental Entity, the provisions of any material Contract and/or any Intellectual Property license or agreement, and all such consents have been duly obtained and are in full force and effect, except where the failure to obtain such consent will not have a Material Adverse Effect

2.10. Labor and Employment Matters.

There are no employment agreements, collective bargaining agreements or other labor agreements to which the Company is a party or by which it is bound.

2.11. Litigation.

There are no claims, actions, suits, or proceedings of any nature pending or, to Sellers’ Knowledge, threatened by or against the Company, the managers, or members of the Company, or any of their respective Affiliates, including without limitation those involving, affecting or relating to (i) the Business, any Assets, properties, prospects and/or operations of the Company, (ii) any Contracts, (iii) any Owned Intellectual Property, (iv) any Licensed Intellectual Property, and/or (v) the transactions contemplated by this Agreement (collectively “Claims”). For purposes of this Agreement, “Affiliate” shall have the meaning ascribed to such term in Rule 405 under the Securities Act. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Entity. To Sellers’ Knowledge, no Governmental Entity is currently investigating or planning to investigate the Company. There is no action, suit, proceeding or investigation by the Company currently pending against any third party or which the Company intends to initiate.

2.12. Certain Agreements.

(a) Schedule 4 lists all material contracts, subcontracts, agreements, instruments, licenses, sublicenses, commitments, understandings, letters of intent, term sheets and other arrangements to which the Company currently is a party relating to or affecting (i) the Business, (ii) any of the Company’s Assets, properties, prospects and/or operations, and/or (iii) the Shares, including, without limitation, all written or oral (i) contracts, agreements, subcontracts, memorandum of

understanding, and commitments not made in the ordinary course of business, (ii) contracts, agreements, subcontracts, memorandum of understanding, and commitments, which by their terms require aggregate payments by or to the Company of an amount in excess of \$25,000, (iii) service, maintenance and other customer contracts, (iv) contracts, loan agreements, letters of credit, repurchase agreements, mortgages, security agreements, guarantees, pledge agreements, trust indentures, promissory notes and other documents or arrangements relating to the borrowing of money or for lines of credit, (v) tax sharing agreements, real property leases or any subleases relating thereto, any material agreement relating to service agreements and insurance contracts, (vi) agreements and other arrangements for (A) the purchase, acquisition, sale, lease, disposition, transfer, assignment, license and/or sublicense in any manner of any Assets, property, rights other than in the ordinary course of business, or (B) for the grant of any options or preferential rights to purchase any assets, property or rights, (vii) documents pursuant to which the Company has granted any power of attorney with respect to its affairs, (viii) suretyship contracts, performance bonds, working capital maintenance or other forms of guaranty agreements, (ix) contracts or commitments limiting or restraining the Company or any of its employees or Affiliates from engaging or competing in any lines of business or with any person or entity, (x) agency, brokerage, partnership or joint venture agreements, (xi) agreements relating to the issuance of any securities of the Company or the granting of any voting, transfer, rights of first refusal, preemptive rights, co sale rights, tag along rights drag along rights, registration rights and/or any similar rights with respect thereto, (xii) employment contracts or other contracts to or with individual current, former or prospective employees, consultants or agents, (xiii) collective bargaining agreements or other contracts to or with any labor unions or other employee representatives, groups of employees, (xiv) joint ventures or other contracts providing for payments based in any manner on the revenues or profits of the Company and/or the Business, (xv) contracts, agreements and commitments related to the purchase, acquisition, sale, lease, disposition, assignment, transfer, license and/or sub license in any manner of any Owned Intellectual Property and/or Leased Intellectual Property, (xvi) letters of intent, term sheets, memorandums of understanding, contracts, agreements and/or commitments related to the sale of the Shares and /or any Assets of the Company other than in the ordinary course, (xvii) contracts, agreements and commitments related to granting or restricting the development, manufacture, marketing, sale, use or distribution of the Company's products or services, (xviii) contracts, agreements and commitments related to the indemnification by the Company with respect to infringements of Intellectual Property and/or other rights, (xix) contracts, agreements and commitments related to the sharing of revenues, profits, losses, costs, or liabilities by the Company with any other Person, (xx) contracts, agreements and commitments with any shareholder, officer, director or consultant of the Company (including any Affiliate of any such person), (xxi) contracts, agreements and commitments related to confidentiality or nondisclosure requirements, (xxii) term sheets, letters of intent, memorandums of understanding, contracts, agreements and commitments of any kind related to any actual or proposed recapitalization, merger or similar transaction with respect to the Company which would effect a change in control of the Company and (xxiii) all amendments, modifications, extensions or renewals of any of the foregoing (each a "Contract," and collectively, the "Contracts"). True and complete copies of all Contracts have been made available to Buyer. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts payable by or to the Company under any Contract and to Sellers' Knowledge and the Company, no oral or written demand for such renegotiation has been made.

(b) Each Contract is valid, binding and enforceable against the Company in accordance with its terms, except as such enforceability may be limited by the Bankruptcy Exception and is in full force and effect on the date hereof. Upon consummation of the transactions contemplated by this

Agreement, each Contract shall continue to be valid, binding, enforceable and in full force and effect without penalty or other adverse consequence. The Company has performed all material obligations required to be performed by it under, and is not in default or breach of, any Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default or breach by the Company.

(c) To Sellers' Knowledge, no other party to any Contract is in default or breach in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach.

2.13. Compliance with Applicable Law.

The Company has complied with all laws, rules, statutes, ordinances, regulations and requirements of all Governmental Entities ("Applicable Laws"). The Company is not in violation of any Applicable Law that would result in a Material Adverse Effect. The Business and the operations of the Company are being conducted in all material respects in accordance with all Applicable Laws of all Governmental Entities having jurisdiction over the Company or its Assets, properties or operations, including, without limitation, all such Applicable Laws, orders and requirements relating to the Business except in any case where the failure to so conduct its operations would not have a Material Adverse Effect. The Company has not received any notice of any violation of any Applicable Law, order or other legal requirement. The Company is not in default with respect to any order, writ, judgment, award, injunction or decree of any Governmental Entity, applicable to the Company, the Business and/or any of its Assets, properties or operations.

2.14. Licenses.

(a) Schedule 5 lists all Licenses issued or granted to the Company. The Licenses constitute all Licenses required, and consents, approvals, authorizations and other requirements prescribed, by any law, rule or regulation which must be obtained or satisfied by the Company, in connection with the Business or that are necessary for the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents. The Licenses are sufficient and adequate in all material respects to permit the continued lawful conduct of the Business in the manner now conducted and as currently contemplated to be conducted and the ownership, occupancy and operation of the Company's properties and the execution, delivery and performance of this Agreement. No jurisdiction in which the Company is not qualified or licensed as a foreign business entity has demanded or requested in writing that it qualify or become licensed as a foreign business entity.

(b) Each License has been issued to, and duly obtained and fully paid for and is valid, in full force and effect, enforceable in accordance with its terms subject to the Bankruptcy Exception, and not subject to any pending or known threatened administrative or judicial proceeding to suspend, revoke, cancel or declare such License invalid in any respect. The Company is not in violation in any material respect of any of the Licenses. The Licenses have never been suspended, revoked or otherwise terminated, subject to any fine or penalty, or subject to judicial or administrative review, for any reason other than the renewal or expiration thereof.

2.15. Intercompany and Affiliate Transactions; Insider Interests.

(a) Other than agreements disclosed on Schedule 4, there are no contracts, transactions, agreements or arrangements, written or oral, of any kind, direct or indirect, between the Company and (a) any of the Sellers, (b) any manager, member, or officer of the Company, and/or (c) any Affiliate and/or any immediate family member of any of the foregoing persons. All of the foregoing contracts, transactions, agreements and arrangements are referred to as the "Related Party Agreements." The Related Party Agreements include, without limitation, loans, guarantees and/or pledges to, by or for the Company as well as those from, to, by or for any of the foregoing persons, which are currently in effect.

(b) (i) none of the Sellers, (ii) no manager, member, or officer of the Company, and (iii) no Affiliate and/or any immediate family member of any of the foregoing persons, now has, or within the last three (3) years had, either directly or indirectly:

(A) an equity or debt interest in any corporation, partnership, joint venture, association, organization or other Person or entity which furnishes, sells supplies, or during such period furnished, sold or supplied, services or products to the Company, or purchased, or during such period purchased from the Company, any goods or services, or otherwise does, or during such period did, business with the Company;

(B) a beneficial interest in any Contract, commitment or agreement to which the Company is or was a party or under which it was obligated or bound or to which its properties may be or may have been subject;

(C) any rights in or to any of the Intellectual Property, Assets, properties and/or rights owned or licensed by the Company and/or used by the Company in the Business, including, but not limited to, any rights as a secured party, lender and/or debt holder;

(D) an equity or debt interest in any corporation, partnership, joint venture, association, organization or other Person or entity which is directly or indirectly in competition with the Company; or

(E) the right to receive any payments of any kind from the Company.

2.16. Insurance.

The Company has no insurance policies of any nature whatsoever that insure the business, operations or employees of the Company or affect or relate to the ownership, use or operation of any of the assets of the Company.

2.17. No Undisclosed Liabilities.

Except as and to the extent specifically reflected or reserved against in the most recent Financial Statements and except as incurred in the ordinary course of business since the date of the most recent Financial Statements and except for obligations arising under those contracts and agreements to which the Company is party as described in Schedule 4 (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law), the Company has no material debt, liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, and whether due or to become due (including, without limitation, any liability for taxes and interest, penalties and other charges payable with respect to any such liability or obligation), and to Sellers'

Knowledge, no facts or circumstances exist which, with notice or the passage of time or both, could reasonably be expected to result in any material claims against or obligations or liabilities of the Company.

2.18. Taxes.

(a) For purposes of this Agreement, the following terms shall have the meanings specified below: (i) "Tax" or "Taxes" means all taxes, including, without limitation, all net income, gross receipts, sales, use, withholding, payroll, employment, social security, unemployment, excise, utility property and all other taxes applicable to the Company, plus applicable penalties and interest thereon. (ii) "Tax Liabilities" means all liabilities for Taxes. (iii) "Tax Return" shall mean all reports and returns required to be filed with respect to Taxes.

(b) The Company was formed on November 14, 2022 and has not filed any Tax Returns to date, and owes no taxes of any kind as of February 28, 2023.

(c) Tax Sharing Agreements. The Company is not a party to any tax-sharing or tax-indemnity agreement and the Company has not otherwise assumed by contract or otherwise the Tax Liability of any other person.

(d) No Liens. None of the Assets of the Company are subject to any liens in respect of Taxes (other than for current Taxes not yet due and payable).

2.19. Environmental Matters.

(a) The Company complies in all material respects with all Applicable Laws, regulations and other requirements of Governmental Entities or duties under common law relating to toxic or hazardous substances, wastes, pollution or to the protection of health, safety or the environment.

(b) There are no pending or, to Sellers' Knowledge, threatened administrative, judicial or regulatory proceedings, or, to Sellers' Knowledge, any threatened actions or claims, or any consent decrees or other agreements in effect that relate to environmental conditions in, on, under, about or related to the Company.

2.20. Brokers or Finders.

No agent, broker, finder, investment banker, financial advisor or other person is entitled to any brokerage, finder's or other fee or commission in connection with any of the transactions contemplated by this Agreement, based upon arrangements made by or on behalf of the Sellers ("Sellers' Broker Fees"). The Sellers shall be solely responsible for the payment of any and all Sellers' Broker Fees due any agent, broker, finder, investment banker, financial advisor or other person in connection with the transactions contemplated by this Agreement.

2.21. Minute Books.

The minute books of the Company made available to Buyer contain complete and accurate copies of all meetings of managers and members since the time of organization of the Company. All prior corporate and company actions on behalf of the Company have been properly authorized and ratified by the officers, managers and/or members of the Company in accordance with Applicable Laws and the Charter Documents.

2.22. Disclosure.

Buyer has engaged in a due diligence process, and in connection with that process (i) Sellers have made available to Buyer all the information reasonably available to Sellers that Buyer has requested for deciding whether to enter into this Agreement and consummate the transactions contemplated hereby and all information that Sellers believe is reasonably necessary to enable Buyer to make such decisions and (ii) none of the Sellers has knowingly withheld any material fact with respect to any of the representation or warranties made by the Sellers. In light of the due diligence process mentioned above, to Sellers' Knowledge, no representation or warranty of Seller contained in this Agreement and the exhibits attached hereto, any certificate furnished or to be furnished to Buyer at the Closing (when read together) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made and (iii) the parties mutually agree that the contents of the Room are dynamic and will have ongoing changes as the business continues

2.23. Ownership of Shares; Authorization of Agreement.

Each Seller, severally and not jointly, makes the following representations and warranties to Buyer:

a) Such Seller owns the Shares set forth opposite his, her or its name in the respective amounts set forth on Schedule 1, free and clear of all Liens.

(b) Such Seller has full legal right, power and authority to enter into this Agreement and to sell and deliver the Shares owned by him, her or it in the manner provided herein. Such Seller has duly and validly executed this Agreement and has duly and validly executed and delivered all other agreements contemplated hereby, and each of this Agreement and such other agreements constitutes a valid, binding and enforceable obligation of such Seller in accordance with its terms.

(c) The execution, delivery and performance of this Agreement and the other agreements contemplated hereby by such Seller, and the consummation of the transactions contemplated hereby or thereby, will not require, on the part of such Seller, any consent, approval, authorization or other order of, or any filing with, any Governmental Entity, or under any contract, agreement or commitment to which such Seller is a party or by which such Seller or its property is bound, and will not constitute a violation on the part of such Seller of any law, administrative regulation or ruling or court decree, or any contract, agreement or commitment, applicable to such Seller or its property.

(d) With respect to Sellers that are not natural persons, this Agreement and all other agreements and instruments to be executed by such Seller in connection herewith have been duly and validly approved by the board of directors or other governing body of such Seller and no other proceedings on the part of such Seller is necessary to approve this Agreement and to consummate the transactions contemplated hereby or thereby.

2.24. Investor Representations

Each Seller, severally and not jointly, makes the following representations and warranties to Buyer:

(a) Such Seller understands that shares of Buyer common stock representing the Purchase Price will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any states' securities laws, on the grounds that the transaction in which the shares are to be sold qualifies for applicable exemptions from the securities registration requirements of such statutes.

(b) Such Seller is an accredited investor as such term is defined in Rule 501 of Regulation D, promulgated under the Securities Act. Buyer has conducted a due diligence review of all information it deems material and necessary to an adequate evaluation of the acquisition of the shares.

(c) Such Seller understands that there is a limited public market and/or market value for the shares and that there is no guarantee that any public or private market for the shares may actively develop.

(d) such Seller acknowledges that the shares offered, purchased and sold herein are not registered with the United States Securities and Exchange Commission, or any state securities regulatory body and that the statutory protection provided by such registration is not available.

(e) such Seller acknowledges that any future offer or sale of the shares may require registration with United States Securities and Exchange Commission, or states' securities regulatory bodies or establishment of an exemption from registration by the Seller as to which the Buyer makes no warranties or representations.

(f) such Seller acknowledges that each document evidencing the shares will bear a restrictive legend in substantially the following form:

The shares evidenced by this certificate have not been registered under either the Securities Act of 1933, as amended, or the securities laws of any state. These securities may not be offered for sale, sold, assigned, pledged, hypothecated, or otherwise transferred: at any time absent either (A) registration of the transaction under the Securities Act, and every applicable state securities law or (B) the issuer's receipt of an acceptable opinion of counsel that registration of the transaction under those laws is not required.

(g) such Seller understands that the shares are a speculative investment and that there are substantial risks incident to an investment in the shares. Such Seller is knowledgeable concerning the business of the Buyer and has carefully considered and understands the risks and other factors affecting the suitability of the shares as an investment for it.

(h) such Seller has knowledge and experience in financial and business matters, and is able to evaluate the merits, risks, and other factors bearing upon the suitability of the shares as an investment, and has been afforded adequate opportunity to evaluate this proposed investment in light of those factors, its financial condition, investment knowledge and experience.

3. Representations and Warranties of Buyer.

References in this Article 3 to Buyer's "knowledge" means, unless provided otherwise, (i) the actual knowledge of the senior management personnel of Buyer and (ii) what the senior

management personnel of Buyer would reasonably be expected to know upon the exercise of reasonable due inquiry. Buyer represents and warrants to the Sellers that as of the date hereof:

3.1. Organization and Corporate Authority.

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to carry on its business as it is now and has since its organization been conducted, and to own, lease or operate its assets and properties. Buyer is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where failure to be so qualified would not have a Material Adverse Effect with respect to Buyer and its operations.

(b) Buyer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other agreements and instruments to be executed by Buyer in connection herewith (together with all other documents to be delivered in connection herewith or therewith, (collectively the "Transaction Documents") have (except for Transaction Documents to be executed and delivered solely by the Sellers and/or the Company) been duly executed and delivered by Buyer, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except as such enforceability may be limited by the Bankruptcy Exception.

3.2. OTC Filings.

As of their respective dates, Buyer's filings with OTC Markets (the "OTC Documents") were timely filed and complied in all material respects with the requirements applicable to Buyer's OTC Documents. Buyer's OTC Documents constitute all the documents and reports that Buyer was required to file with OTC Markets. As of the time filed with OTC Markets (or, if amended or suspended by a filing prior to the date of this Agreement, then on the date of such filing) none of Buyer's OTC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. OTC Markets, FINRA and the SEC have not initiated any inquiry, investigation or proceeding in respect of Buyer and Buyer is not aware of any such event, and does not have any information which it believes would result in the foregoing initiating an inquiry, investigation or proceeding with respect to Buyer, or otherwise affect the registration of the securities of Buyer. As of the date of this Agreement, there are no outstanding comment letters or unanswered correspondence from the SEC, FINRA, or DTC.

3.3. No Conflict or Violation.

The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to be executed and delivered by Buyer and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) violate or conflict with any provision of the organizational documents of Buyer; or (ii) to Buyer's knowledge, violate in any material respect any provision or requirement of any domestic or foreign, national, state or local law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any Governmental Entity applicable to Buyer.

3.4. Litigation.

There are no material claims, actions, suits, or proceedings of any nature pending or, to the knowledge of Buyer, threatened by or against Buyer, the officers, directors, employees, agents of Buyer, or any of their respective Affiliates involving, affecting or relating to any assets, properties or operations of Buyer or any of its Affiliates or the transactions contemplated by this Agreement. Buyer is not subject to any order, writ, judgment, award, injunction or decree of any Governmental Entity.

3.5. Consents.

There are no consents or notices required to be obtained or given by or on behalf of Buyer before consummation of the transactions contemplated by this Agreement and Buyer is in compliance with all applicable laws, rules, regulations, or orders of any Governmental Entity, or the provisions of any material contract of which Buyer is a party to, and all such consents have been duly obtained and are in full force and effect, except where the failure to obtain such consent will not have a material effect on the operation of Buyer's business.

3.6. Compliance with Applicable Law.

The operations of Buyer are, and have been, conducted in all material respects in accordance with all applicable laws, regulations, orders and other requirements of all Governmental Entities having jurisdiction over Buyer or its assets, properties or operations, including, without limitation, all such laws, regulations, orders and requirements relating to Buyer's business except in any case where the failure to so conduct its operations would not have a material effect on the operation of Buyer's business. Buyer has not received any notice of any violation of any such law, regulation, order or other legal requirement, and is not in default with respect to any order, writ, judgment, award, injunction or decree of any Governmental Entity, applicable to Buyer or any of its assets, properties or operations.

3.7. Brokers or Finders.

No agent, broker, finder, investment banker, financial advisor or other person is entitled to any brokerage, finder's or other fee or commission in connection with any of the transactions contemplated by this Agreement, based upon arrangements made by or on behalf of Buyer ("Buyer's Broker Fees"). Buyer shall be solely responsible for the payment of any and all Buyer's Broker Fees due any agent, broker, finder, investment banker, financial advisor or other person in connection with the transactions contemplated by this Agreement.

4. Covenants and Certain Understandings and Agreements of the Parties.

4.1. Confidentiality.

After the Closing, Sellers will keep the matters contemplated herein, all information about the Company or the Business, and all information provided by Buyer related to Buyer, confidential, and will not provide information about such matters to any party or use such information except to the extent necessary to effect the transactions contemplated hereby. Buyer will keep the matters contemplated herein and all information provided by Sellers related to the Sellers confidential, and will not provide information about such matters to any party or use such

information except to the extent necessary to effect the transactions contemplated hereby or as required by applicable law, such in the case of fulfilling its reporting obligations on the OTC. Buyer and the Sellers shall each cause their respective Affiliates, officers, directors, employees, agents, and advisors to keep confidential all information received in connection with the transactions contemplated hereby. The confidentiality restrictions set forth herein shall not apply to information that (i) was in the public domain before the date of this Agreement or subsequently came into the public domain other than as a result of disclosure by the party to whom the information was delivered; (ii) was lawfully received by a party from a third party free of any obligation of confidence of or to such third party; or (iii) is required to be disclosed in a judicial or administrative proceeding after giving the other party as much advance notice of the possibility of such disclosure as practicable so that the other party may attempt to limit such disclosure.

4.2. Further Assurances.

Upon the reasonable request of a party or parties hereto at any time after the Closing Date, the other party or parties shall forthwith execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as the requesting party or parties or its or their counsel may reasonably request in order to effectuate the purposes of this Agreement.

4.3. Governance of the Company.

At Closing, the board of directors of the Company shall be reconstituted to include the following member and none others: Peter Lachapelle

At Closing, the management of the Company shall include the following members:

- As Co Founder & President of Cyberlytics, Bob Schlicher; and
- As acting VP of Finance, Peter Lachapelle.

4.4. Employment Agreements.

At Closing, Buyer has the right, but not obligation, to offer employment to any (or none) of Company's existing employees or to hire new employees. This employment can be in the form of 1099 contract, or full time/part time employees. Such parties may also be required to execute Business Protection Agreements or Independent Contractors Agreements in the form and substance agreeable to Buyer. If the Company is required to pay any severance or other type of compensation in relation to Company's employment agreements, the value of these employment agreements, along with any severance obligations, will go to reduce the number of shares available to the Sellers under Performance Shares.

4.5. No Shop.

Until the Closing, neither Buyer nor the Sellers shall enter into or negotiate any similar contact or arrangement with any other Person, without the express written approval of the other parties hereto.

5. Conditions to Closing.

5.1. Conditions to Obligations of Each Party.

The obligations of the Sellers, on the one hand, and Buyer, on the other hand, to consummate the transactions contemplated hereby are subject to the fulfillment, at or before the Closing Date, of the conditions set forth in this Section 5.1, any one or more of which may be waived in writing by the party entitled to the benefit of such condition.

(a) No Action or Proceeding. No preliminary or permanent injunction or other order issued by any Governmental Entity that declares this Agreement invalid in any material respect or prevents or would be violated by the consummation of the transactions contemplated hereby, or which materially adversely affects the assets, properties, operations, net income or financial condition of the Company, is in effect; and no action or proceeding has been instituted or threatened by any Governmental Entity, other person, or entity which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement, the result of which could constitute a Material Adverse Change.

(b) Compliance with Law. There shall have been obtained all permits, approvals, and consents of all Governmental Entities that counsel for Buyer or for the Seller may reasonably deem necessary or appropriate so that consummation of the transactions contemplated by this Agreement will be in compliance with applicable law.

5.2. Conditions to Obligations of Buyer.

The obligations of Buyer to consummate the transactions contemplated hereby are subject to the fulfillment to Buyer's reasonable satisfaction, at or before the Closing Date, of the conditions set forth in this Section 5.2, any one or more of which may be waived by Buyer in writing in its discretion:

(a) Additional Closing Documents of the Sellers. Buyer has received, or is receiving at the Closing, all of the following, each duly executed by the parties thereto (other than Buyer) and dated the Closing Date (or an earlier date satisfactory to Buyer), in form and substance satisfactory to Buyer: (i) Copies of the resolutions of the board and Sellers of the Company authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to be delivered by the Sellers and the Company and the consummation of the transactions contemplated hereby and thereby, (ii) A certificate of existence/good standing issued by the Secretary of State of Delaware prior to Closing for the Company.

(b) For Sellers that are not natural persons, certificates of authority with respect to the persons signing and delivering documents on behalf of such Seller and evidence of approval of the transactions contemplated by this Agreement with respect to such Seller.

(c) Consents and Approvals. All required consents, waivers, authorizations and approvals of any Governmental Entity, and of any other Person or entity, required under the Contracts, Licenses, or otherwise in connection with the execution, delivery and performance of this Agreement shall have been duly obtained in form reasonably satisfactory to Buyer, shall be in full force and effect on the Closing Date and the original executed copies shall have been delivered to Buyer on or before the Closing Date.

(d) Other Obligations. The Sellers shall have paid and satisfied in full the Sellers' Brokers Fees and any other payments and/or monetary obligations of any kind whatsoever that become due and/or payable by the Company and/or the Sellers to any Person as a result of the purchase of the shares, the consummation of any transaction contemplated by this Agreement.

5.3. Conditions to Obligations of the Sellers.

The obligations of the Sellers to consummate the transactions contemplated hereby are subject to the fulfillment, at or before the Closing Date, of the conditions set forth in this Section 5.3, any one or more of which may be waived by the Sellers Representative in writing in its discretion:

(a) Additional Closing Documents of Buyer. Buyer has executed and delivered, or is executing and delivering at the Closing copies, certified by an authorized officer of Buyer, of resolutions of its board of directors authorizing the execution and delivery of this Agreement and the other Transaction Documents to be delivered by Buyer and the consummation of the transactions contemplated hereby.

(b) Consents and Approvals. All required consents, waivers, authorizations and approvals of any Governmental Entity, and of any other person or entity, needed by the Buyer in connection with the execution, delivery and performance of this Agreement shall have been duly obtained in form reasonably satisfactory to the Sellers, shall be in full force and effect on the Closing Date and the original executed copies shall have been delivered to the Sellers on or before the Closing Date.

(c) Other Obligations. The Buyer shall have paid and satisfied in full the Buyer's Brokers Fees and any other payments and/or monetary obligations of any kind whatsoever that become due and/or payable by Buyer to any Person as a result of the purchase of the Shares, the consummation of any transaction contemplated by this Agreement.

6. Miscellaneous.

6.1. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given upon personal delivery or three (3) calendar days after being mailed by certified or registered mail, postage prepaid, return receipt requested, or one (1) business day after being sent via a nationally recognized overnight courier service if overnight courier service is requested from such service or upon receipt of electronic or other confirmation of transmission if sent via facsimile, to the parties, their successors in interest or their assignees at the following addresses and telephone numbers, or at such other addresses or telephone numbers as the parties may designate by written notice in accordance with this Section 6.1:

If to Buyer:
ENTERRA CORP..

Attn: Peter Lachapelle
244 5th Avenue,

Suite E201

New York, NY 10001

Email peterl@enterracorp.com

If to the Sellers:

CYBERLYTICS CORP.

Attn: Bob Schlicher, Seller Representative
First Horizon Plaza,

800 S. Gay Street,

Suite 700,

Knoxville, TN 37929

Email robert@cyberlytics.io

6.2. Assignability and Parties in Interest.

This Agreement and the rights, interests or obligations hereunder may not be assigned by any of the parties hereto without the prior written consent of the other parties hereto. This Agreement shall inure to the benefit of and be binding upon Buyer and the Sellers and their respective permitted successors and assigns. Nothing in this Agreement will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement except in connection with permitted assignments as provided above.

6.3. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware and a venue of the State of New York, without regard to its conflicts-of-law principles.

6.4. Counterparts.

Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmission by signing a duplicate original document. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

6.5. Publicity.

Buyer shall issue a press release and file a report with the SEC with respect to the transactions contemplated hereby.

6.6. Complete Agreement.

This Agreement, the exhibits and schedules hereto, and the other Transaction Documents contain or will contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and therein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments, and understandings.

6.7. Modifications, Amendments and Waivers.

No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement will be considered, or will constitute, a waiver of any of the rights or remedies, at law or equity, of the party entitled to the benefit of such provisions unless made in writing and executed by the party entitled to the benefit of such provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar.

6.8. Headings; References.

The headings contained in this Agreement and the other Transaction Documents are for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement and the other Transaction Documents. References herein to Articles, Sections, Schedules and Exhibits refer to the referenced Articles, Sections, Schedules or Exhibits hereof unless otherwise specified.

6.9. Severability.

Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

6.10. Expenses of Transactions.

All fees, costs and expenses incurred by Buyer, in connection with the transactions contemplated by this Agreement shall be borne by Buyer, and all fees, costs and expenses incurred by the Sellers in connection with the transactions contemplated by this Agreement shall be borne by the Sellers.

6.11. Submission to Jurisdiction.

All actions or proceedings arising in connection with this Agreement, if any, shall be tried and litigated exclusively in the state or federal courts located in the greater New York City area, State of New York, or such other venue as may be mutually agreed to by the parties. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in Greater New York City area shall have in personam jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding. Each party hereby authorizes and accepts service of process

sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in Section 6.1. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

6.12. Attorneys' Fees.

If Buyer or any of its Affiliates, successors or assigns brings any action, suit, counterclaim, cross-claim, appeal, arbitration, or mediation for any relief against the Sellers or any of their respective Affiliates, successors or assigns, or if the Sellers or any of respective Affiliates, successors or assigns, his or her heirs, Affiliates or assigns brings any action, suit, counterclaim, cross-claim, appeal, arbitration, or mediation for any relief against Buyer or any of its Affiliates, successors or assigns, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "Action"), in addition to any damages and costs which the prevailing party otherwise would be entitled, the non-prevailing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs (at the prevailing party's attorneys' then-prevailing rates) incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a "Decision") granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision.

For the purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

For purposes of this paragraph, "prevailing party" means only a party that has received a final order or judgment from a court of competent jurisdiction that is no longer subject to appeal or writ of certiorari. If there are multiple claims, the prevailing party shall be determined with respect to each claim separately. The prevailing party shall be the party who has obtained the greater relief in connection with any particular claim, although, with respect to any claim, it may be determined that there is no prevailing party.

6.13. Seller Representative.

(a) For purposes of this Agreement, Buyer has been informed that Sellers have designated Bob Schlicher to serve as the sole and exclusive representative of Sellers ("Seller Representative") with respect to those provisions of this Agreement and any Transaction Documents that contemplate or permit action by Seller Representative; provided, however, that if Mr. Schlicher at any time is unable, due to incapacity or otherwise, to serve as Seller Representative or resigns as Seller Representative, then Steve Pickard shall serve as successor Seller Representative. Each successor Seller Representative, if required to serve, shall sign an acknowledgment in writing agreeing to perform and be bound by all of the provisions of this Agreement applicable to Seller Representative. Each successor Seller Representative shall have all of the power, authority, rights and privileges conferred by this Agreement upon the original Seller Representative, and the term "Seller Representative" as used herein shall be deemed to include any successor Seller Representative.

(b) In addition to the other rights and authority granted to Seller Representative elsewhere in this Agreement, Buyer has been further informed that each of the Sellers have collectively and irrevocably constituted and appointed the Seller Representative as its agent, attorney-in-fact and representative with full powers of substitution to act in the name, place and stead of such Seller to act from and after the date hereof and to do any and all things and execute any and all documents which may be necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement and the Transaction Documents, including: (i) execution of the documents and certificates pursuant to this Agreement and the Transaction Documents; (ii) receipt and forwarding of notices and communications pursuant to this Agreement and the Transaction Documents; (iii) administration of the provisions of this Agreement and the Transaction Documents; (iv) giving or agreeing to, on behalf of all or any of the Sellers, any and all consents, waivers, amendments or modifications deemed by Seller Representative, in its reasonable and good faith discretion, to be necessary or appropriate under this Agreement or the Transaction Documents and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) amending this Agreement or any Transaction Documents; (vi) defending and prosecuting, and agreeing to, negotiating, entering into settlements and compromises of, matters subject to indemnification hereunder; (vii) negotiating and compromising, on behalf of each Seller, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any other Transaction Document; (viii) engaging, and paying fees relating to, attorneys, accountants, agents or consultants on behalf of such Sellers in connection with this Agreement or any Transaction Document; and (ix) taking all actions necessary or appropriate in the judgment of Seller Representative for the accomplishment of any of the foregoing.

(c) Buyer has been further informed that a decision, act, consent or instruction of Seller Representative shall constitute a decision of all Sellers and shall be final, binding and conclusive upon each Seller, and Buyer may rely upon any decision, act, consent or instruction of Seller Representative as being the decision, act, consent or instruction of each and every Seller. Buyer is hereby relieved from any liability to any Person (including Sellers and their respective Affiliates) for any acts done by it in accordance with such decision, act, consent or instruction of Seller Representative. Notices or communications to or from Seller Representative shall constitute notice to or from each of the Sellers for purposes of this Agreement.

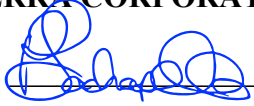
(d) Buyer has been further informed that the appointment of Seller Representative was coupled with an interest and shall be irrevocable by any Seller in any manner or for any reason. This authority granted to Seller Representative shall not be affected by the death, illness, dissolution, disability, incapacity or other inability to act of any Seller pursuant to any Law.

(e) All acts of Seller Representative hereunder in its capacity as such shall be deemed to be acts on behalf of Sellers and not of Seller Representative individually.

(f) The service by Seller Representative shall be without compensation.

IN WITNESS WHEREOF, each of the parties hereto has executed this Stock Purchase Agreement as of the date first above written.


ENTERRA CORPORATION

By:  _____

Name: Peter Lachapelle

Title: CEO

CYBERLYTICS CORP

By:  _____

Name: Bob Schlicher

Title: Co Founder & CEO

SELLER REPRESENTATIVE

By:  _____

Name: Bob Schlicher

EXHIBIT A
Earn Out Definitions, Calculations and Examples for Illustration

Definitions;

- 1) The Purchase Price (PP) of 12,000,000 Shares
- 2) The Purchase Price Value (PPV) for the shares will be considered having a value at the Average Purchase Price (APP) between March 1st and Buyer's February 28th End of Quarter Report to OTC not later than April 15, 2023, multiplier by the PP
- 3) Total Revenue (TR) is defined as all Revenue recorded and all Deferred Revenue per GAAP
- 4) Financial Performance (FP) Profit (+) or Loss (-) adjusting factor is the percentage on the Revenue recoded for the year end per GAAP
- 5) Operating Value (OV) Value is TR multiplied by the FP Multiplier
- 6) Enterprise Value (EV) is the OV multiplied by 1.5
- 7) Performance Shares (PS) Net Payment is EV less PPV
- 8) Share Calculation (SC) is the average closing price for 2 weeks from the 3rd week before the May 31, 2024 report filing and PS

Calculation;

The Subsequent Earn Out Payments opportunity is determined by the following Calculation

PS is determined by

TR adjusting factor by FP = OV

EV = OV times 1.5

Net PS (NPS) value is the EV less PPV of APP multiplied by the PP

SC is the defined Divided by the 2-week average Current Share Price at beginning 3 weeks before the time of the Buyer reporting May 31, 2024 financial year end and the NPS.

The Buyers will have until June 30, 2024, for advising the Sellers of the Net PS Value performance calculation, on performance ending May 31, 2024

The Sellers Shares awards for PS determined will be issued as part of the Buyers May 31, 2024 Year End Calculations and not later the Buyers OTC FYE Filing

Examples for Illustration;

For Example A

APP is the Average Closing Stock assuming for Example A is a price of \$0.20 prior to the Buyer's OTC disclosure of Feb 28, 2023 Report

PPV = (12,000,000 (PP) * \$0.20 (APP)) = \$2,400,000

TR = \$10,000,000

FP = 20% (positive)

OV = \$12,000,000

EV = \$18,000,000

Net PS Value = EV \$18,000,000 less PPV \$2,400,000 for a net value of \$15,600,000

SC based on the average Share price 2 week prior to reporting of \$0.50 will be 31,200,000 shares based on the Net PS value of \$15,600,000

The Buyers will have until June 30, 2024 for advising the Sellers of the Net PS Value performance calculation of \$15,600,000, on performance ending May 31, 2024

The Sellers Shares awards for PS determined of 31,200,000 will be issued as part of the Buyers May 31, 2024 Year End Calculations and not later the Buyers OTC FYE Filing

For Example B

APP is the Average Closing Stock assuming for Example B is a price of \$0.20 prior to the Buyer's OTC Disclosure of Feb 28, 2023 Report

$PPV = (12,000,000 (PP) * \$0.20 (APP)) = \$2,400,000$

$TR = \$10,000,000$

$FP = -20\%(\text{negative})$

$OV = \$8,000,000$

$EV = \$12,000,000$

Net PS Value = EV \$12,000,000 less PPV \$ 2,400,000 for a net value of \$9,600,000

SC based on the average Share price 2 week prior to reporting of \$1.00 will be 9,600,000 shares based on the Net PS value of \$9,600,000

The Buyers will have until June 30, 2024 for advising the Sellers of the Net PS Value performance calculation of \$9,600,000, on performance ending May 31, 2024

The Sellers Shares awards for PS determined of 9,600,000 will be issued as part of the May 31, 2024 Year End Calculations and not later the OTC FYE Filing