



DROPLOSS AUTOMATED DOCUMENT SUMMARY

[Redacted]

The following information was submitted by [Redacted] on DropLoss.ca using the DropLoss System on [Redacted] to create an offer for sale to [Redacted] of certain private market securities. Please review this information before proceeding. If any of the information below is incorrect or inaccurate, the transfer contemplated by these agreements may not be completed, even if signed by all parties.

Required Information Submitted

Vendor: [Redacted]
Vendor Email: [Redacted]
Vendor Address: [Redacted]
Vendor Phone: [Redacted]

Issuer: [Redacted]
Name of Investment: [Redacted]
Number of Securities Offered: [Redacted]
Total Offer Price to DropLoss: CAD\$10.00
Acknowledged Nominal Sale Intent: [Redacted]
[Redacted]

Optional Information Submitted

[Redacted]

Required Information Submitted is used to create the following documents that create part of this document package.

Document Prepared	General Purpose (please review document in detail)
DropLoss Investment Disposition Agreement	<i>This document is the comprehensive agreement to sell the investment for CAD\$10.00 to DropLoss. It has important representations and warranties from each of us to the other, as well as some important obligations, limitations of liability and indemnification obligations.</i>
Stock Purchase and Sale Agreement and Irrevocable Stock Transfer and Power of Attorney	<i>This document is a short-form transfer that can be delivered to the Issuer, authorizing and directing them to transfer ownership of the investment on their books and records.</i>
Assignment of Proceeds	<i>This is a direction to the Issuer assigning any benefit of the investment.</i>

Optional Information Submitted may be used by DropLoss to contact the issuer and request change of ownership on the Issuer’s books and records. We do not control whether or not we are able to reach an

issuer, or whether or not they will effect the transfer. If required, it is your responsibility to follow-up directly with them for confirmation.

DROPLLOSS INVESTMENT DISPOSITION AGREEMENT

[REDACTED]

This Droploss Investment Disposition Agreement (the "**Agreement**") is made effective as of [REDACTED] between:

[REDACTED]

("Vendor")

And

[REDACTED]

("DropLoss")

WHEREAS:

A. The Vendor is the legal and beneficial owner of [REDACTED] [REDACTED] (the "**Securities**") in the capital of [REDACTED] (the "**Issuer**"); and

B. DropLoss wishes to purchase from the Vendor, and the Vendor wishes to sell to DropLoss, the Securities on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the mutual premises, covenants and agreements contained herein, the sufficiency of which is hereby agreed and acknowledged, the Vendor and Droploss agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 2 SALE OF SECURITIES TO DROPLOSS

[REDACTED]

[REDACTED]

2.2 Set-Off Payment of Purchase Price

The Purchase Price for the Securities has been set-off and credited against the DropLoss Platform Fee by DropLoss for the benefit of the Vendor, the receipt and sufficiency of which is expressly acknowledged and agreed by the Vendor as full and complete payment by DropLoss of the Purchase Price.

2.3 Delivery of Transfer Forms and Securities Certificates

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

4.1 Representations and Warranties of the Vendor

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5 ACKNOWLEDGMENTS BY VENDOR

5.1 Acknowledgment of Independent Responsibility of Vendor

[REDACTED]

[REDACTED]

5.2 Acknowledgment of No Legal, Accounting or Investment Advice

[REDACTED]

ARTICLE 6 INDEMNITY AND LIMITATION OF LIABILITY

6.1 INDEMNIFICATION BY VENDOR

THE VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS DROPCLOSS AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING WITHOUT LIMITATION ANY INVESTIGATION, ACTION OR OTHER PROCEEDING) AND LIABILITIES THAT CONSTITUTE, OR ARISE OUT OF OR IN CONNECTION WITH:

- (a) ANY MISREPRESENTATION OR BREACH OF WARRANTY OF VENDOR IN THIS AGREEMENT, ANY EXHIBIT, OR ANY CERTIFICATE OR INSTRUMENT DELIVERED BY VENDOR PURSUANT TO THIS AGREEMENT;

- (b) ANY DEFAULT BY VENDOR IN THE PERFORMANCE OR OBSERVANCE OF ANY OF ITS COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT;
- (c) ANY THIRD-PARTY CLAIM BASED UPON, RESULTING FROM OR ARISING OUT OF THE BUSINESS OF VENDOR CONDUCTED ON OR PRIOR TO THE CLOSING DATE.

6.2 MUTUAL LIMITATION OF LIABILITY

EXCEPT FOR THE VENDOR'S' INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER THE VENDOR OR DROPLOSS BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR AS A RESULT OF THE USE OR RELIANCE ON THE DROPLOSS SYSTEM, OR THE SERVICES PROVIDED OR THE CREATION OF THE PRODUCTS SOLD THEREUNDER INCLUDING THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, TAXATION, INCONVENIENCE, LOSS OF OPPORTUNITIES, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6.3 AMOUNT OF RECOVERY BY VENDOR LIMITED TO DROPLOSS SYSTEM FEE

IN ADDITION TO THE LIMITATION OF LIABILITY SET OUT IN SECTION 6.2, IN NO EVENT SHALL DROPLOSS BE LIABLE TO THE VENDOR FOR DAMAGES OF ANY KIND IN AN AMOUNT IN EXCESS OF THE AMOUNT OF THE DROPLOSS SYSTEM FEE PAID BY THE VENDOR TO DROPLOSS.

ARTICLE 7 GENERAL PROVISIONS

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

7.8 Consent to Disclosure

The Vendor agrees and consents to DropLoss delivering a copy of this Agreement to the Issuer or any authorized representative, transfer agent, legal counsel, accounting advisors, trustees or custodians of the Issuer.

■ [REDACTED]

[REDACTED]

IN WITNESS WHEREOF this Agreement has been duly executed on the date first above written.



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted] Signatory]

[REDACTED]

[REDACTED]

[REDACTED]