

SUBSCRIPTION AGREEMENT

THIS AGREEMENT made the 1st day of August, 2024.

BETWEEN:

INEO TECH CORP.

a corporation existing under the laws of the
Province of British Columbia

(hereinafter referred to as the “**Issuer**”),

- and -

COENDA INVESTMENTS HOLDING CORP.

a corporation existing under the laws of the
Province of British Columbia

(hereinafter referred to as the “**Subscriber**”).

WHEREAS the Subscriber has agreed to subscribe for (i) 19,000,000 common shares of the Issuer (“**Common Shares**”) at an issue price per Common Share of \$0.05 (the “**Issue Price**”) for an aggregate of \$950,000 (the “**First Tranche**”), with the First Tranche to result in the Subscriber holding no more than 19.97% of the outstanding Common Shares of the Issuer on a post-subscription basis and, (ii) 61,000,000 Common Shares at the Issue Price for an aggregate of \$3,050,000 (the “**Second Tranche**”), together representing approximately 51% of the outstanding Common Shares of the Issuer on a post-subscription basis and the Issuer has agreed to issue such Common Shares to the Subscriber on the terms and conditions set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:

1. Definitions

1.1 For the purposes of this Agreement (including the recitals and the Schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Acquisition Proposal**” means, other than the Offering and the transactions contemplated by this Agreement, any *bona fide* proposal or offer from any Person or group of Persons acting “jointly or in concert” (where such phrase has the meaning ascribed thereto in Applicable Securities Laws), whether or not in writing or subject to due diligence or other condition, after the date hereof relating to: (a) any acquisition or purchase, direct or indirect, through one or

more transactions, of: (i) the assets of the Issuer and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute 25% or more of the consolidated assets of the Issuer and its Subsidiaries, taken as a whole (which assets may include equity interests in the Subsidiaries); (b) any take-over bid, issuer bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning 25% or more of the Common Shares; or (c) a plan of arrangement, scheme of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Issuer and/or any of its subsidiaries that, if consummated, would result in such Person or group of Persons beneficially owning 25% or more of the Common Shares or the consolidated assets of the Issuer and its subsidiaries, taken as a whole (for greater certainty, excluding any plan of arrangement, scheme of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction solely involving the Issuer and one or more of its subsidiaries);

- (b) “**Aggregate Subscription Price**” has the meaning set forth in Section 2.1;
- (c) “**Applicable Securities Laws**” means the securities legislation and the rules, policies, notices and orders issued by (i) securities regulatory authorities in the Qualifying Jurisdictions and (ii) the TSX-V;
- (d) “**Board**” means the board of directors of the Issuer;
- (e) “**Business Day**” means any day other than a Saturday, Sunday or civic or statutory holiday on which banks are closed in Vancouver, British Columbia;
- (f) “**Claim**” means any claim or liability of any nature whatsoever, including any demand, obligation, liability, debt, cause of action, suit, proceeding, judgment, award, assessment or reassessment;
- (g) “**Closing**” means the issue and sale by the Issuer and the purchase by the Subscriber of the Subscription Shares pursuant to this Subscription Agreement, which will occur in the tranches and on such dates as set out in Section 3.1;
- (h) “**Closing Date**” has the meanings set out in Section 3.1;
- (i) “**Common Shares**” means the common shares without par value of the Issuer;
- (j) “**First Tranche**” has the meaning set forth in the recitals of this Agreement;
- (k) “**First Tranche Shares**” has the meaning set forth in Section 2.1;
- (l) “**Governmental Body**” means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision

or authority of any of the foregoing; (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, its members or any of the above; or (iv) any court exercising jurisdiction over the affairs of the applicable Person, asset, obligation or other matter;

- (m) “**Investor Rights Agreement**” means the investor rights agreement, in the form attached hereto as Schedule C, to be entered into at Closing of the First Tranche between the Issuer and the Subscriber providing for certain post-Closing rights of the Subscriber;
- (n) “**Issue Price**” means \$0.05 per Common Share;
- (o) “**Issuer**” has the meaning set forth in the recitals of this Agreement;
- (p) “**Laws**” means any and all federal, state, provincial, regional, local, municipal or other laws, statutes, constitutions, principles of common law, resolutions, ordinances, proclamations, directives, codes, edicts, orders, rules, regulations, rulings or requirements issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body;
- (q) “**Losses**” means, in respect of any matter, all claims, complaints, demands, proceedings, actions, causes of action, orders, judgments, awards, penalties, fines, losses, damages, liabilities, costs and expenses (including, without limitation, any and all legal and other professional fees and disbursements and other costs incurred in investigating or pursuing or paid in settlement of any of the foregoing) arising directly or indirectly as a consequence of such matter; provided, however, that “**Losses**” will exclude any and all punitive damages, damages for lost profits and exemplary damages;
- (r) “**material**” means material in relation to the Issuer and its subsidiaries, considered on a consolidated basis;
- (s) “**Material Adverse Effect**” means any event, change or effect that could reasonably be likely to have a materially adverse effect on the business, affairs, capitalization, assets, liabilities, results of operations, condition (financial or otherwise) or prospects of the Issuer (on a consolidated basis), excluding any event, change or effect resulting from: (i) the announcement of the execution of this Agreement or the transaction contemplated herein or the performance of the covenants and obligations contained herein; (ii) any action taken by the Issuer at the request of the Subscriber or as required under this Agreement, or the failure by the Issuer to take any action prohibited to be taken by it pursuant to this Agreement; (iii) changes in the U.S. or Canadian economy or securities or currency markets in general; (iv) changes in Canadian generally accepted accounting principles; (v) any natural disaster; (vi) changes generally affecting the Issuer’s industry; or (vii) any decrease in the market price or any decline in the trading volume of the Common Shares on the TSX-V (it being understood, however, that any change, fact or state

of being causing or contributing to any such decreases in market price may constitute a Material Adverse Effect and may be taken into account in determining whether a Material Adverse Effect has occurred);

- (t) “**material change**” means any change in the business, operations, assets, liabilities, ownership or capital of the Issuer and any subsidiary considered on a consolidated basis that would reasonably be expected to have a significant effect on the market price or value of the Issuer’s securities or any decision to implement any such change by the Board or any Person acting in a similar capacity or by senior management;
- (u) “**material fact**” means any fact that significantly affects or would reasonably be expected to have a significant effect on the market price or value of the Issuer’s securities;
- (v) “**Minimum Amount Exemption**” means the exemption from the prospectus requirements under Applicable Securities Laws contained in section 2.10 of NI 45-106 for subscriptions of not less than CDN\$150,000 in securities of a single issuer, which consideration is paid in cash at the time of distribution, where the subscriber is not an individual, is purchasing as principal and has not been created or used solely to purchase or hold the securities subscribed for in reliance on the exemption;
- (w) “**misrepresentation**” is as defined under Applicable Securities Laws;
- (x) “**NI 45-106**” means National Instrument 45-106 – *Prospectus and Registration Exemptions* in the form adopted by the securities commissions in all provinces and territories of Canada;
- (y) “**NI 55-104**” means National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*;
- (z) “**NI 62-103**” means National Instrument 62-103 – *The Early Warning System and Related Take- Over Bid and Insider Reporting Issues*;
- (aa) “**Non-Solicitation Period**” has the meaning set forth in Section 11;
- (bb) “**Offering**” means the sale by the Issuer of the Subscription Shares to the Subscriber as provided for herein;
- (cc) “**Order**” means any judgment, decision, decree, injunction, ruling, writ, assessment, determination or order of any Governmental Body that is binding on any Person or its property under applicable Laws;
- (dd) “**Outside Date**” means the date that is 70 days after the Closing of the First Tranche;
- (ee) “**Person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;

- (ff) “**Public Record**” means information which has been publicly filed at www.sedarplus.ca by the Issuer under Applicable Securities Laws;
- (gg) “**Qualifying Jurisdictions**” means British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland;
- (hh) “**Second Tranche**” has the meaning set forth in the recitals of this Agreement;
- (ii) “**Second Tranche Shares**” has the meaning set forth in Section 2.1;
- (jj) “**Shareholder Approval**” means the approval of the shareholders of the Issuer for the closing of the Second Tranche, as required in accordance with Applicable Securities Laws;
- (kk) “**Subscriber**” has the meaning set forth in the recitals of this Agreement;
- (ll) “**Subscription Agreement**” or “**Agreement**” means this subscription agreement between the Subscriber and the Issuer, including all Schedules hereto, as it may be amended or supplemented from time to time;
- (mm) “**Subscriber Nominee**” means the individual nominated by the Subscriber to be appointed to the Board;
- (nn) “**Subscription Shares**” has the meaning set forth in Section 2.1;
- (oo) “**Superior Proposal**” means any *bona fide* Acquisition Proposal that is made by a third party with whom the Issuer deals at arm’s length: (i) that is offered or made in compliance with all applicable Laws and did not result from or involve a breach of this Agreement, and (ii) that the Board (or any committee thereof), in its good faith judgment, has determined (x) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal, (y) would, if consummated in accordance with its terms, but, without assuming away the risk of non-completion, be more favourable to the Issuer or its shareholders from a financial point of view, than the terms of the Offering, and (z) that the failure to accept and recommend such Acquisition Proposal would be inconsistent with the Board’s fiduciary duty to the Issuer and its shareholders;
- (pp) “**TSX-V**” means the TSX Venture Exchange;
- (qq) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended; and
- (rr) “**United States**” means the United States of America, its territories, any State of the United States and the District of Columbia.

1.2 In this Agreement:

- (a) the terms “**Subscription Agreement**”, “**Agreement**”, “**this Agreement**”, “**the Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to a “**Section**” or “**Schedule**” followed by a number or letter refer to the specified Section of or Schedule to this Agreement;
- (c) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;
- (e) the word “including” is deemed to mean “including without limitation”;
- (f) the terms “**party**” and “**the parties**” refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;
- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (j) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 For the purposes of this Agreement, with respect to any matter, the knowledge of the Issuer shall mean to the knowledge of each of Greg Watkin and Kyle Hall, after due inquiry.

1.4 The following Schedules are attached to and form an integral part of this Agreement:

- Schedule A - Information Regarding the Subscriber
- Schedule B - TSX-V Form 4C – Corporate Placee Registration Form
- Schedule C - Investor Rights Agreement

2. **Subscription for Shares**

- 2.1 On the terms and subject to the conditions of this Agreement, the Subscriber agrees to subscribe for and purchase from the Issuer and the Issuer agrees to issue from treasury and sell to the Subscriber: (i) on the Closing Date of the First Tranche, 19,000,000 Common Shares at the Issue Price (the “**First Tranche Shares**”), and (ii) on the Closing Date of the Second Tranche, 61,000,000 Common Shares at the Issue Price (the “**Second Tranche Shares**”) and, together with the First Tranche Shares, the “**Subscription Shares**”) for an aggregate subscription price equal to \$4,000,000 (the “**Aggregate Subscription Price**”).
- 2.2 Subject to the satisfaction of the terms and conditions of this Agreement:
- (a) on the Closing Date of the First Tranche, the Subscriber shall pay, or cause to be paid to the Issuer the amount of \$950,000 by wire transfer in immediately available funds to an account designated in writing by the Issuer at least two Business Days prior to Closing; and
 - (b) on the Closing Date of the Second Tranche, the Subscriber shall pay, or cause to be paid to the Issuer the amount of \$3,050,000 by wire transfer in immediately available funds to an account designated in writing by the Issuer at least two Business Days prior to Closing.

3. **Closing**

- 3.1 The Closing will take place electronically on the following dates: (the date on which each Closing takes place being a “**Closing Date**”), each being subject to the satisfaction of the other conditions to Closing set forth in this Agreement:
- (a) First Tranche: the date that is two Business Days following receipt by the Issuer of final approval of the TSX-V contemplated by Section 5.2(f), or such other date as may be agreed in writing by the Issuer and the Subscriber, provided that such date shall be no later than August 7, 2024.
 - (b) Second Tranche: the date that is five Business Days following receipt by the Issuer of Shareholder Approval, or such other date as may be agreed in writing by the Issuer and the Subscriber, provided that such date shall be no later than the Outside Date.

4. **Closing Deliveries**

- 4.1 At or prior to the Closing, the Issuer shall deliver or cause to be delivered to the Subscriber, the following:
- (a) a DRS advice or share certificate duly executed by the Issuer representing the Subscription Shares registered in the name of the Subscriber, and duly issued by the Issuer and registered in the share register of the Issuer in the name of the Subscriber;

- (b) evidence of the final approval of the TSX-V of the Issuer's issuance and sale of the relevant Subscription Shares to the Subscriber on the terms and conditions contemplated herein;
 - (c) an officer's certificate of the Issuer dated the Closing Date certifying: (i) the constating documents of the Issuer; (ii) the resolutions of the Board relevant to the issue and sale of the Subscription Shares, the authorization of this Agreement and the Investor Rights Agreement and the transactions contemplated hereunder and thereunder; and (iii) in connection with the Closing of the Second Tranche, the Shareholder Approval; and
 - (d) with respect to the Closing of the First Tranche, the Investor Rights Agreement duly executed and delivered by the Issuer.
- 4.2 At or prior to the Closing, the Subscriber shall deliver or cause to be delivered to the Issuer, the following:
- (a) payment of the relevant portion of the Aggregate Subscription Price in accordance with Section 2.2; and
 - (b) with respect to the Closing of the First Tranche, the Investor Rights Agreement duly executed and delivered by the Subscriber;

5. **Conditions to Closing**

- 5.1 The obligations of the Issuer to consummate the transaction of purchase, sale and issuance of the Subscription Shares contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Issuer:
- (a) all representations and warranties of the Subscriber contained in this Agreement shall be true and correct in all material respects (other than those representations or warranties that contain a materiality qualification, which shall be true and correct in all respects) as at Closing;
 - (b) the Subscriber shall have complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to Closing, and all deliveries contemplated by Section 4.2 shall have been tabled;
 - (c) no preliminary or permanent injunction or other Order issued or enacted by a Governmental Body shall be in effect which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement or the Investor Rights Agreement;
 - (d) no action or proceeding, at law or in equity, shall be pending before any Governmental Body to enjoin the issuance and sale of the Subscription Shares to

the Subscriber pursuant to this Agreement or to suspend or cease trading in the Common Shares; and

- (e) the TSX-V shall have provided final approval of the Issuer's issuance and sale of the relevant Subscription Shares to the Subscriber on the terms and conditions contemplated herein; and
- (f) with respect to the Second Tranche, Shareholder Approval has been obtained.

5.2 The obligations of the Subscriber to consummate the transaction of purchase, sale and issuance of the Subscription Shares contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Time of each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Subscriber:

- (a) all representations and warranties of the Issuer contained in this Agreement shall be true and correct in all material respects (other than those representations or warranties that contain a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) as at Closing;
- (b) the Issuer shall have complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to Closing, and all deliveries contemplated by Section 4.1 shall have been tabled;
- (c) no preliminary or permanent injunction or other Order issued or enacted by a Governmental Body shall be in effect which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement or the Investor Rights Agreement;
- (d) no action or proceeding, at law or in equity, shall be pending before any Governmental Body to enjoin the issuance and sale of the Subscription Shares to the Subscriber pursuant to this Agreement or to suspend or cease trading in the Common Shares;
- (e) the Issuer shall be a reporting issuer and shall not be in default of securities legislation in each of the Qualifying Jurisdictions;
- (f) the TSX-V shall have provided final approval of the Issuer's issuance and sale of the Subscription Shares to the Subscriber on the terms and conditions contemplated herein;
- (g) with respect to the Second Tranche, Shareholder Approval shall have been obtained; and
- (h) no Material Adverse Effect shall have occurred following the date of this Agreement.

6. **Subscriber's Representations and Warranties**

- 6.1 The Subscriber hereby represents and warrants to the Issuer as set forth below as of the date of this Agreement and the Closing Date and acknowledges that the Issuer is relying on such representations and warranties in completing the Offering:
- (a) its decision to execute this Subscription Agreement and purchase the Subscription Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer, except as contained in this Agreement, and that its decision is based entirely upon its review of information about the Issuer in the Public Record, the materials provided by the Issuer in the course of its due diligence review and this Agreement;
 - (b) no prospectus has been filed by the Issuer with any securities commission or similar authority, in connection with the issuance of the Subscription Shares, and the issuance and the sale of the Subscription Shares is subject to such sale being exempt from the prospectus and registration requirements under Applicable Securities Laws and accordingly:
 - (i) the Subscriber is restricted from using certain of the civil remedies which would otherwise be available under Applicable Securities Laws;
 - (ii) the Subscriber may not receive information that might otherwise be required to be provided to it under Applicable Securities Laws; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under Applicable Securities Laws;
 - (c) the Subscriber acknowledges that it is purchasing the Subscription Shares pursuant to an exemption from Applicable Securities Laws which does not require delivery to the Subscriber of an offering memorandum, as such, the Subscriber will not receive any offering memorandum and is not entitled to contractual rights of action or rescission in connection with its purchase of the Subscription Shares
 - (d) the Subscriber acknowledges that the Subscription Shares subscribed for will constitute in excess of 10% of issued and outstanding Common Shares and, as a result, the Subscriber will be obligated to file insider reports in accordance with NI 55-104 and may be obligated to comply with the early warning requirements set out in NI 62-103 and the Subscriber is solely responsible for compliance with such requirements;
 - (e) the Subscriber represents that:
 - (i) Kerem Akbas is the controlling shareholder;
 - (ii) no person other than Kerem Akbas holds greater than 10% of the outstanding shares of the Subscriber; and

- (iii) Kerem Akbas, Peter McFadden and Yagiz Gundogdu are the only officers and directors of the Subscriber;
- (f) no Governmental Body has made any finding or determination as to the merit for investment of, nor have any such Governmental Bodies made any recommendation or endorsement with respect to, the Subscription Shares;
- (g) the Subscriber acknowledges that the Issuer may complete additional financings in the future which may have a dilutive effect on existing shareholders at such time, including the Subscriber;
- (h) the Subscriber is resident in the jurisdiction set forth in the recitals of this Subscription Agreement;
- (i) the Subscriber is duly incorporated and validly subsisting under the Laws of its jurisdiction of incorporation and all necessary approvals have been obtained to authorize the execution of this Subscription Agreement on behalf of the Subscriber;
- (j) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any Law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is bound;
- (k) the Subscriber has duly and validly authorized, executed and delivered this Subscription Agreement and understands it is intended to constitute a valid and binding agreement of the Subscriber enforceable against the Subscriber, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
- (l) in connection with the Subscriber's investment in the Subscription Shares, the Subscriber has not relied upon the Issuer for investment, legal or tax advice, and has, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisers or has waived its rights thereto and the Subscriber is capable, by reason of knowledge and experience in financial and business matters in general, of evaluating the merits and risks of an investment in the Subscription Shares and is able to bear the economic risk of the investment and it can otherwise reasonably be assumed to have the capacity to protect its own interest in connection with the investment in the Subscription Shares;
- (m) no Person has made to the Subscriber any written or oral representations:
 - (i) that any Person will resell or repurchase the Subscription Shares;

- (ii) that any Person will refund the purchase price for the Subscription Shares;
 - (iii) as to the future price or value of the Subscription Shares; or
 - (iv) that the Subscription Shares will be listed and posted for trading on a stock exchange or that application has been made to list and post the Subscription Shares for trading on a stock exchange, other than the TSX-V;
- (n) the Subscriber will comply with Applicable Securities Laws concerning the resale of the Subscription Shares and all related restrictions (and the Issuer is not in any way responsible for such compliance) and will speak and consult with its own legal advisors with respect to such compliance; and
- (o) the Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of its counsel or other advisors) relating to the purchase of the Subscription Shares will be borne by the Subscriber.

7. Prospectus Exemption Availability

- 7.1 The Subscriber, by its execution of this Subscription Agreement, hereby further represents, warrants to, and covenants with, the Issuer that the Subscriber is purchasing the Subscription Shares as principal for its own account, and not for the benefit of any other Person or with a view to the resale or distribution of the Subscription Shares. The Minimum Amount Exemption is available in respect of the subscription by the Subscriber for the Subscription Shares pursuant to this Agreement.

8. The Issuer's Representations and Warranties

- 8.1 The Issuer hereby represents and warrants to the Subscriber as set forth below as of the date of this Agreement and the Closing Date and acknowledges that the Subscriber is relying on such representations and warranties in connection with its purchase of the Subscription Shares:
- (a) the Issuer and any subsidiaries are valid and subsisting corporations duly incorporated and in good standing under the laws of the jurisdictions in which they are incorporated, continued or amalgamated;
 - (b) the Issuer has complied, or will comply, with all applicable Laws in connection with the offer, sale and issuance of the Subscription Shares;
 - (c) the Issuer and any subsidiary are the beneficial owners of, or have valid and enforceable rights to acquire, the properties, business, assets, permits or the interests in the properties, business, assets or permits referred to in its Public Record and except as disclosed in a disclosure letter delivered to the Subscriber on the date of this Agreement (as the same may be amended from time to time) or as otherwise disclosed therein: (i) all agreements by which the Issuer or any of its subsidiaries

holds an interest in a property, business, asset or permit are in good standing according to their terms and there has been no material breach of any such agreement; and (ii) the properties, business, assets and permits are in good standing under the applicable Laws of the jurisdictions in which they are situated and there has not been any breach of the applicable Laws of any such jurisdiction by the Issuer or, to the knowledge of the Issuer, by the current owner of any such property, business, asset or permit;

- (d) no offering memorandum or prospectus has been prepared in connection with the Offering or will be provided to the Subscriber;
- (e) the financial statements incorporated in the Public Record accurately reflect the financial position of the Issuer as at the date thereof, and no Material Adverse Effect has occurred in the financial position of the Issuer since the date of the Issuer's last financial statements, except as disclosed in the Public Record;
- (f) the creation, issuance and sale of the Subscription Shares by the Issuer does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Issuer is a party;
- (g) the Subscription Shares will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be free of all liens, charges and encumbrances and the Issuer will reserve sufficient Subscription Shares in the treasury of the Issuer to enable it to issue the Subscription Shares at Closing;
- (h) this Subscription Agreement has been and the Investor Rights Agreement will, upon execution and delivery thereof, have been duly authorized by all necessary corporate action on the part of the Issuer and constitutes or will constitute, as applicable, a valid obligation of the Issuer legally binding upon it and enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
- (i) neither the Issuer nor any of its subsidiaries is a party to any actions, suits or proceedings which could have a Material Adverse Effect on the business or financial condition of the Issuer, and to the best of the Issuer's knowledge no such actions, suits or proceedings have been threatened, except as disclosed in the Public Record;
- (j) neither the Issuer nor any of its subsidiaries has: (i) taken any steps to terminate its existence, to amalgamate or merge into another corporation, to continue into any other jurisdiction or to otherwise change its corporate existence; or (ii) received any

notice or other communication from any Person or Governmental Body indicating that there exists any situation which could result in the termination of its existence;

- (k) the Issuer and each subsidiary is solvent, and no acts or proceedings have been taken by or against the Issuer or any of its subsidiaries in connection with or in furtherance of the liquidation, winding-up, dissolution, bankruptcy or reorganization thereof;
- (l) to the knowledge of the Issuer, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Issuer or any of its subsidiaries;
- (m) none of the Issuer nor any of its subsidiaries is in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound, except where such violation or default would not have a Material Adverse Effect on the Issuer;
- (n) the Issuer and each subsidiary has all requisite corporate power and capacity to possess its assets and to conduct its business as now carried on by it or proposed to be carried on by it;
- (o) the Issuer and its subsidiaries are duly qualified and registered or licensed to carry on business in the jurisdictions in which they are required to be so registered or licensed to carry on business or own property or assets and, to the Issuer's knowledge, are carrying on their business and own their property and assets, in all material aspects, in accordance with all applicable Laws and other requirements and the Issuer has not received any notice of a breach thereof which would be reasonably likely to result in a Material Adverse Effect;
- (p) there is no Person acting or purporting to act at the request or on behalf of the Issuer that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement;
- (q) the Issuer has filed within the time frame prescribed by Applicable Securities Laws, all documents required to be filed by it pursuant to Applicable Securities Laws and none of the documents constituting part of the Public Record contained a misrepresentation as of the date of filing thereof;
- (r) there is no material fact or material change affecting the Issuer that has not been disclosed to the public in accordance with Applicable Securities Laws, other than any such material fact or material change relating to the execution by the parties of this Agreement or Closing, which will be disclosed by the Issuer in a timely manner in compliance with Applicable Securities Laws;

- (s) the Issuer has properly prepared and filed all tax returns and all taxes payable have been paid except where the Issuer is contesting in good faith any re-assessments of taxes payable thereunder;
- (t) the Issuer's authorized share capital consists of an unlimited number of Common Shares and, as at August 1, 2024 the Issuer had 76,143,709 Common Shares issued and outstanding as fully paid and non-assessable Common Shares;
- (u) the sale and issuance of the Subscription Shares, and the delivery of the certificates representing the Subscription Shares has been approved by all requisite corporate action of the Issuer and, upon issue and delivery at the Closing, the Subscription Shares will be validly issued as fully paid and non-assessable;
- (v) the Issuer is a reporting issuer under securities legislation in the Qualifying Jurisdictions, the Common Shares are listed for trading on the TSX-V and the Issuer is not in default in any material respect of any requirement of Applicable Securities Laws or the TSX-V;
- (w) the Subscription Shares have been, or will on the Closing Date have been, approved for listing on the TSX-V;
- (x) there are no consents, approvals, authorizations, orders or agreements of any stock exchange, securities commission or similar authorities, governmental agencies or regulators, courts or any other Persons which may be required for the issuance and sale of the Subscription Shares by the Issuer other than those which have been obtained or will have been obtained prior to Closing;
- (y) no order ceasing or suspending trading in the securities of the Issuer nor prohibiting sale of such securities has been issued to the Issuer or its directors, officers or promoters and to the best of the Issuer's knowledge no investigations or proceedings for such purposes are pending or threatened;
- (z) except as set out in the Public Record or in this Agreement, no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option for the issue or allotment of any unissued Common Shares or any other security convertible or exchangeable for any such shares or to require the Issuer to purchase, redeem or otherwise acquire any of the issued or outstanding Securities of the Issuer;
- (aa) neither the Issuer nor any of its subsidiaries, nor, to the knowledge of the Issuer, any director, officer, agent, employee or other Person acting on behalf of the Issuer or any of its subsidiaries has taken any action, directly or indirectly, that has resulted or would result in a violation of the *Corruption of Foreign Public Officials Act* (Canada) (the "CFPOA") including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign public official" (as such term is defined in the

CFPOA) or any foreign political party or any candidate for foreign political office, in contravention of the CFPOA; and

- (bb) the operations of the Issuer and any subsidiary are, and have been conducted at all times in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

9. Covenants

9.1 The Issuer hereby covenants with the Subscriber that it will:

- (a) use its commercially reasonable efforts to fulfill all necessary requirements and take all necessary actions to permit the consummation of the transactions contemplated hereunder, including, without limitation, the creation, issuance and delivery of the Subscription Shares to the Subscriber pursuant to an exemption from the prospectus requirements of Applicable Securities Laws;
- (b) use its commercially reasonable efforts to obtain, on or before the Closing Date of each of the First Tranche and Second Tranche, the approval of the TSX-V to the issuance and sale of the Subscription Shares to the Subscriber on the terms and conditions set out in this Agreement and the listing of the Subscription Shares on the TSX-V;
- (c) with respect to the Second Tranche, use its commercially reasonable efforts to: (i) call and hold a general meeting of Shareholders before the Outside Date to: (i) subject to the Issuer’s right to terminate this agreement in connection with a Superior Proposal, obtain the Shareholder Approval, and (ii) present the Subscriber Nominee for election to the Board;
- (d) comply with each of the conditions precedent set forth herein for the benefit of the Subscriber on its part to be performed or met on or before the Closing Date;
- (e) advise the Subscriber promptly of any Material Adverse Effect in the business of the Issuer arising prior to the Closing Date;
- (f) provide the Subscriber with a reasonable opportunity to review and comment on each press release of the Issuer relating in any way to this Agreement or the Investor Rights Agreement prior to the issuance thereof and incorporate any comments provided by the Subscriber, to the extent commercially reasonable;

- (g) offer, sell, issue and deliver the Subscription Shares pursuant to exemptions from the prospectus filing, registration or qualification requirements of Applicable Securities Laws and otherwise fulfil all legal requirements to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws in connection with the Offering);
- (h) take any and all actions required to facilitate the due diligence investigations of the Subscriber, including providing any documents, information and responses to any commercially reasonable questions relating to the business of the Issuer as may be posed by the Subscriber from time to time, including by making available to the Subscriber its authorized agents or representatives, upon reasonable advance notice and during regular business hours; and
- (i) use reasonable commercial efforts to satisfy as expeditiously as possible any conditions of the TSX-V required to be satisfied prior to the TSX-V's acceptance of the Issuer's notice of the Offering and application to list the Subscription Shares.

10. Resale Restrictions and Legending of Subscription Shares

- 10.1 The Subscriber acknowledges that any resale of the Subscription Shares will be subject to resale restrictions contained in the Applicable Securities Laws applicable to the Issuer, the Subscriber or any Laws applicable to the proposed transferee. The DRS advice or certificate representing the Subscription Shares will bear the following legends imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

“Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [four (4) months from the Closing Date.]”

- 10.2 The Subscriber is aware that the Subscription Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that the Subscription Shares may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Issuer has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Subscription Shares.

11. Non-Solicitation

- 11.1 For the period from and including the date of this Agreement through, to and including the earlier of the Closing of the Second Tranche and the termination of this Agreement (the “**Non-Solicitation Period**”), the Issuer will immediately cease and cause to be terminated

any solicitation, encouragement, activity, discussion or negotiation with any party that may be ongoing with respect to an Acquisition Proposal;

- 11.2 During the Non-Solicitation Period, subject to Section 11.4 or unless permitted pursuant to Section 11.3, the Issuer shall not, directly or indirectly invite, make, solicit, assist, initiate, encourage or promote any inquiries or the making of any proposals regarding an Acquisition Proposal;
- 11.3 Notwithstanding Section 11.2, if any Person has delivered a written Acquisition Proposal to the Issuer that was not solicited or encouraged by the Issuer after the date of this Agreement and did not otherwise result from a breach of Section 11.2 by the Issuer and the Board has determined in good faith that such Acquisition Proposal could, if consummated, constitute a Superior Proposal, then the Board may consider, participate in discussions or negotiations with and provide information to such Person.
- 11.4 During the Non-Solicitation Period, the Issuer shall not accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal unless the Board has determined in good faith, after receipt of advice from its outside financial and legal advisors, that such Acquisition Proposal constitutes a Superior Proposal, to withdraw, modify or change its approval or recommendation of the Second Tranche of the Offering and to approve, recommend or enter into any agreement with respect to such Superior Proposal.

12. **Termination**

- 12.1 This Agreement may be terminated by the Issuer by delivery of written notice to the Subscriber: (i) if the Closing of the Second Tranche has not occurred prior to the Outside Date, provided that the Issuer is not then in breach of any of its covenants or agreements contained in this Agreement, or (ii) if the Issuer has accepted a Superior Proposal in compliance with Section 11 hereof.
- 12.2 This Agreement may be terminated by the Subscriber by delivery of written notice to the Issuer: (i) if the Closing of the Second Tranche has not occurred prior to the Outside Date, provided that the Subscriber is not then in breach of any of its covenants or agreements hereunder; or (ii) if a Material Adverse Effect has occurred.
- 12.3 If this Agreement is terminated pursuant to this Section 12, there shall be no further liability of the parties, except in respect of any breach of this Agreement by a party prior to such termination.

13. **General**

- 13.1 Any notice or other communication that is required or permitted to be given hereunder shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by fax as follows:

or transmitted by fax as follows:

(a) in the case of the Subscriber:

Coenda Investments Holding Corp.
13151 Vanier Place, Unit 110
Richmond, BC V6V 2J1

Attention: Kerem Akbas

Email: [Redacted: Personal Information]

(b) in the case of the Issuer:

INEO Tech Corp.
19130 24 Ave #105
Surrey, BC V3Z 3S9

Attention: Kyle Hall

Email: [Redacted: Personal Information]

and with a copy to:

McMillan LLP
Royal Centre, 1055 W Georgia St #1500
Vancouver, BC V6E 4N7

Attention: Cory Kent

Email: [Redacted: Personal Information]

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. (Vancouver time) at the place of receipt, then on the next following Business Day) or, if mailed, on the tenth Business Day following the date of mailing; provided, however, that if at the time of mailing or within ten Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 13.1.

13.2 Time is of the essence hereof.

13.3 Neither this Subscription Agreement nor any provision hereof will be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

13.4 The parties hereto will execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription

Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.

- 13.5 This Subscription Agreement will be subject to, governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the Subscriber hereby irrevocably attorns to the jurisdiction of the courts situate in the Province of British Columbia.
- 13.6 This Subscription Agreement may not be assigned by any party hereto.
- 13.7 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, which counterparts may be delivered in facsimile or PDF format, each of which so signed will be deemed to be an original, and all such counterparts together will constitute one and the same instrument.
- 13.8 The invalidity or unenforceability of any particular provision of this Subscription Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- 13.9 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Subscription Shares and supersedes all prior arrangements and agreements between the parties,.
- 13.10 All monetary amounts expressed herein are Canadian Dollars.

**SCHEDULE A
INFORMATION REGARDING THE SUBSCRIBER**

See next page.

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **Security Holdings.** Prior to giving effect to the securities being subscribed for under this Subscription Agreement, the Subscriber and all persons acting jointly and in concert with the Subscriber currently own, directly or indirectly, or exercise control or direction over (provide additional detail as applicable):

_____ common shares of INEO Tech Corp. (the “**Issuer**”) and/or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional common shares or other kinds of shares of the Issuer:

No shares of the Issuer or securities convertible into shares of the Issuer.

2. **Insider Status.** The Subscriber either:

Is an “Insider” of the Issuer as defined in the Policies of the TSX-V by virtue of being:

- (a) a director or senior officer of the Issuer;
- (b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer;
- (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Issuer carrying more than 10% of the voting rights attached to all the Issuer’s outstanding voting shares; or
- (d) the Issuer itself if it holds any of its own securities.

Is not an Insider of the Issuer.

3. **Pro Group Status.** The Subscriber either:

Is a Member of the “Pro Group”, which is defined in the Rules of the TSX-V as either individually or as a group:

- 1. the member (i.e. a member of the TSX-V under the TSX-V requirements);
- 2. employees of the member;
- 3. partners, officers and directors of the member;
- 4. affiliates of the member;
- 5. such other persons as the TSX-V may determine; and
- 6. associates of any parties referred to in paragraphs 1 through 5 above.

Is not a member of the Pro Group.

4. **Corporate Placee Registration Form.** If the Subscriber is not an individual, the Subscriber acknowledges that:

a Corporate Placee Registration Form is already on file with the TSX Venture Exchange and there is no change in the information already filed;

the Subscriber will complete Schedule A – “Corporate Placee Registration Form” for filing with the TSX Venture Exchange.

5. **Registrant status.** The Subscriber either:

is a person registered or required to be registered under the *Securities Act* (British Columbia);

is not a person registered or required to be registered under the *Securities Act* (British Columbia).

SCHEDULE B
TSX-V FORM 4C – CORPORATE PLACEE REGISTRATION FORM

FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the “Placee”) need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

Placee Information:

(a) Name: _____

(b) Complete Address: _____

(c) Jurisdiction of Incorporation or Creation: _____

(a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____

(b) Is the Placee carrying on business as a portfolio manager outside of Canada:
 (Yes/No)? _____

If the answer to 2(b) above was “Yes”, the undersigned certifies that:

- (d) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client’s express consent to a transaction;
- (e) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a “portfolio manager” business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
- (f) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
- (g) the total asset value of the investment portfolios it manages on behalf of clients is not less than CDN\$20,000,000; and
- (h) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

If the answer to 2(a). above was “No”, please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

Acknowledgement - Personal Information and Securities Laws

- (a) "Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
 - (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____

on _____, 2024.

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT

SCHEDULE C

INVESTOR RIGHTS

AGREEMENT August ____, 2024

BETWEEN:

INEO TECH CORP., a corporation existing under the laws of the Province of British Columbia

(hereinafter referred to as the “**Corporation**”),

- and -

COENDA INVESTMENTS HOLDING CORP.

a corporation existing under the laws of the Province of British Columbia

(hereinafter referred to as the “**Investor**”).

WHEREAS the Investor has agreed to subscribe for 80,000,000 common shares of the Corporation (“**Subscription Shares**”) at a price of \$0.05 per share for aggregate consideration of \$4,000,000 representing approximately 51% of the outstanding common shares of the Corporation on a non-diluted, post-subscription, basis (the “**Private Placement**”) on the terms and conditions set forth in the subscription agreement dated August 1, 2024 entered into by the Corporation and the Investor (the “**Subscription Agreement**”);

AND WHEREAS as partial consideration for the Investor agreeing to subscribe for the Subscription Shares and enter into the Subscription Agreement, the Corporation has agreed to provide the Investor with the rights provided for herein;

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree hereto as follows:

ARTICLE 1 GENERAL

Section 1.1 Definitions

For the purposes of this Agreement (including the recitals and the Schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Affiliate**” means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more Persons Controls, or is Controlled by, or is under common Control with, such specified Person;
- (b) “**Agreement**” means this investor rights agreement between the Corporation and the Investor, as well as any amendment or modification which may be made hereto in writing from time to time as permitted by Section 4.4;
- (c) “**Appointment Process**” has the meaning set forth in Section 2.1(h);
- (d) “**Board**” means the board of directors of the Corporation;
- (e) “**Board Designee**” has the meaning set forth in Section 2.1(a);
- (f) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) “**Common Shares**” means common shares of the Corporation; provided that in the event of a subdivision, redivision, reduction, combination, consolidation or reclassification, then “**Common Shares**” shall mean the shares of the Corporation resulting from such subdivision, redivision, reduction, combination, consolidation or reclassification;
- (h) “**Confidential Information**” has the meaning set forth in Section 3.1;
- (i) “**Control**”, “**Controlled by**” and “**under common Control with**”, as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise;
- (j) “**Convertible Securities**” means any security convertible, exchangeable or exercisable for or into, with or without consideration, Common Shares or other equity security of the Corporation, including any warrants, options or other rights issued by the Corporation;
- (k) “**Corporation**” has the meaning set forth in the preamble hereto;
- (l) “**Deadline**” has the meaning set forth in Section 2.1(g);
- (m) “**Equity Securities**” means: (i) any Common Shares or other equity securities of the Corporation; and (ii) any Convertible Securities;
- (n) “**Investor**” has the meaning set forth in the preamble hereto;
- (o) “**Investor Percentage**” means the percentage of the Common Shares owned beneficially by the Investor and its Affiliates, collectively, calculated in accordance with Section 1.6;
- (p) “**Investor Rights Termination Date**” means the date that the Investor’s rights under Article 2 shall terminate pursuant to Section 4.12;

- (q) “**Outstanding Equity Securities**” means the number of Common Shares and other equity securities issued or outstanding at a particular time on a non-diluted basis;
- (r) “**Parties**” means, collectively, the Corporation and the Investor;
- (s) “**Person**” means any individual, corporation or company with or without share capital, partnership, joint venture, association, trust, unincorporated organization, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (t) “**Printing Date**” has the meaning set forth in Section 2.1(f);
- (u) “**Private Placement**” has the meaning set forth in the recitals hereto;
- (v) “**Recipient**” has the meaning set forth in Section 3.1;
- (w) “**Shareholders**” means, collectively, the shareholders of the Corporation;
- (x) “**Subscription Agreement**” has the meaning set forth in the recitals hereto;
- (y) “**Subscription Shares**” has the meaning set forth in the recitals hereto; and
- (z) “**TSX-V**” means the TSX Venture Exchange.

Section 1.2 Recitals

The recitals form an integral part of this Agreement.

Section 1.3 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

Section 1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

Section 1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are in the lawful currency of Canada.

Section 1.6 Calculation of Investor Percentage

For the purpose of this Agreement, the Investor Percentage at any given time shall be calculated by multiplying 100 by a fraction, the numerator of which is the number of Common Shares and other equity securities owned beneficially by the Investor and its Affiliates, collectively, and the denominator of which is the number of Outstanding Equity Securities.

ARTICLE 2
COMPOSITION AND BOARD MATTERS

Section 2.1 Board Composition and Representation

(a) For so long as the Investor Percentage is in excess of 10.0%, the Investor shall have the right to designate one nominee for election or appointment to the Board (a “**Board Designee**”). For greater certainty, the Investor shall have the right, but shall not be obligated to nominate a Board Designee.

(b) Any Board Designee must: (i) meet the qualification requirements to serve as a director under the *Business Corporations Act* (British Columbia) and any other applicable laws; (ii) have a background in a relevant industry, financial markets or corporate finance; and (iii) be acceptable to the Corporation, acting reasonably.

(c) Subject to Section 2.1(a) and Section 2.1(b), the Corporation shall in respect of every meeting of Shareholders at which the election of directors to the Board is considered, and at every reconvened meeting following an adjournment or postponement thereof, identify the Investor’s Board Designee as a “management nominee” in the Corporation’s proxy circular, and include a recommendation to the Shareholders to vote in favour of such Board Designee. The Corporation shall use its commercially reasonable efforts to obtain Shareholder approval for the election of the Board Designee at each such meeting (including (without limitation) by soliciting proxies in favour of the Board Designee) and to that end, the Corporation shall: (i) support the Board Designee for election in a manner no less rigorous than the manner in which the Corporation supports all of its other nominees; and (ii) use commercially reasonable efforts to cause the proxyholder named in the form of proxy on which management of the Corporation is soliciting proxies to vote the Common Shares in respect of which such proxyholder is granted a discretionary proxy, in favour of the election of the Board Designee at such meeting.

(d) In the event that a Board Designee resigns as a director or otherwise refuses to or is unable to serve as a director for any reason, including as a result of death or disability, subject to Section 2.1(a) and Section 2.1(b), the Investor shall be entitled to designate a replacement director and the Board shall take such steps in order to appoint, subject to applicable laws and TSX-V requirements, such person to the Board to serve as a Board Designee until the next meeting of Shareholders at which the election of directors to the Board is considered.

(e) Each Board Designee shall be entitled to:

- (i) expense reimbursement commensurate with expense reimbursement provided by the Corporation to its other directors but, for greater certainty, shall not be entitled to any Board retainer, meeting fees or other compensation from the Corporation;
- (ii) the benefit of any director’s and officer’s liability insurance or indemnity, including through the execution of an indemnity agreement between the Corporation and the Board Designee in the same form as provided to other directors and officers of the Corporation; and

(iii) the benefit of any directors fees and reimbursements of costs and expenses which other non-executive directors of the Corporation receive after appointment to the Board.

(f) The Corporation shall notify the Investor in writing immediately upon determining the date of any meeting of Shareholders at which the election of directors to the Board is to be considered and shall advise the Investor of the date on which proxy solicitation materials are to be printed (the “**Printing Date**”).

(g) The Investor shall advise the Corporation of the identity of any Board Designee together with information regarding the Board Designee that is required to be included in a proxy circular of the Corporation at least 20 Business Days prior to the Printing Date (the “**Deadline**”).

(h) If the Investor does not advise the Corporation of the identity of any such Board Designee prior to the Deadline pursuant to Section 2.1(f) the Investor shall still be entitled to designate a Board Designee, and the Board shall within 45 days of receipt of written notice of any such Board Designee take any and all steps required in order to appoint such individual to the Board to serve as a Board Designee until the next meeting of Shareholders at which the election of directors to the Board is considered (the “**Appointment Process**”), subject to applicable laws and TSX-V requirements. The Investor will not use the Appointment Process more than one time in respect of any individual Board Designee.

Section 2.2 Board Operations

The Corporation agrees and undertakes that, so long as there is a Board Designee on the Board:

(a) all notices of Board meetings shall be delivered to the Board Designee by hand or transmitted by mail, facsimile or e-mail consistent with the Corporation’s bylaws and good corporate governance practices. All notices of Board meetings shall specify the time, date and place of the Board meeting and contain a brief but comprehensive summary of all business on the agenda of the Board meeting; and

(b) any director may participate in a Board meeting by means of a telephonic, electronic or other communication facility which allows all Board members to effectively communicate. A director participating by such means shall be deemed to be present at the applicable Board meeting.

ARTICLE 3 COVENANTS

Section 3.1 Confidentiality.

The Investor agrees that for the period commencing on the date of this Agreement and ending on the twelfth month anniversary of the Investor Rights Termination Date, the Investor will keep confidential and will not disclose any confidential information provided by the Corporation pursuant to the Investor’s due diligence investigation of the Corporation relating to the Private Placement or otherwise divulged by the Corporation or any employee thereof pursuant to the terms of this Agreement, including to any Board Designee (“**Confidential Information**”), unless such

Confidential Information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 3.1 by the Investor), (ii) is or has been independently developed or conceived by the Investor without use of the Corporation's Confidential Information, or (iii) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Corporation; provided, however, that an Investor may disclose Confidential Information: (A) to its legal counsel, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Corporation; (B) to any Affiliate of the Investor in the ordinary course of business; (C) as may otherwise be required by law and the rules and policies of any stock exchange on which the Investor or its Affiliates may be listed, provided that the Investor promptly notifies the Corporation of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure; or (D) pursuant to an order or judgement of a court of competent jurisdiction or government department or agency. Each of the Persons listed in (A) or (B) in the previous sentence are referred to as a "**Recipient**". The Investor agrees that it shall disclose Confidential Information only to those Recipients who are aware of the Investor's confidentiality obligations under this Agreement. The Investor further agrees to be liable to the Corporation for any breach of the confidentiality obligations hereunder by any Recipient to whom the Investor has disclosed Confidential Information.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Governing Law; Specific Performance

This Agreement shall be governed by and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order, without bond. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

Section 4.2 Further Assurances

Each of the Parties shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

Section 4.3 Statements as to Factual Matters

All statements as to factual matters contained in the recitals, any certificate or other instrument delivered pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties under this Agreement.

Section 4.4 Amendments

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

Section 4.5 Assignment

No Party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other Party.

Section 4.6 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective permitted assigns and successors or executors or administrators.

Section 4.7 Entire Agreement

This Agreement, the Subscription Agreement and the other agreements and documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement between the Parties with regard to the subject hereof and supersede all prior agreements between the Parties, and no Party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

Section 4.8 Public Filing

The Parties hereby acknowledge that the Corporation may file this Agreement (and any amendment hereto) on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval at www.sedarplus.ca.

Section 4.9 Severability

In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 4.10 Delays or Omissions

It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any holder, upon any breach, default or noncompliance of any Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any Party's part of any breach, default or noncompliance under the Agreement or any waiver on such Party's part of any provisions or conditions of this

Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to holders, shall be cumulative and not alternative.

Section 4.11 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (whether by fax or other electronic means), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

Section 4.12 Termination of Investor Rights

In the event that the Investor Percentage falls to 10.0% or less at any time, all of the rights of the Investor pursuant to Article 2 shall terminate.

Section 4.13 Expenses

Each Party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees and expenses of their respective legal counsel, financial advisors, accountants, consultants and other professional advisors.

Section 4.14 Notices

Any notice or other communication that is required or permitted to be given hereunder shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by fax as follows:

(a) in the case of the Investor:

Coenda Investments Holding Corp.
13151 Vanier Place, Unit 110
Richmond, BC V6V 2J1

Attention: Kerem Akbas

Email: [REDACTED] [Redacted: Personal Information]

(b) in the case of the Corporation:

INEO Tech Corp.
19130 24 Ave #105
Surrey, BC V3Z 3S9

Attention: Kyle Hall

Email: [REDACTED] [Redacted: Personal Information]

and with a copy to:

McMillan LLP
Royal Centre, 1055 W Georgia St #1500
Vancouver, BC V6E 4N7

Attention: Cory Kent

Email: [REDACTED] [Redacted: Personal Information]

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. (Vancouver time) at the place of receipt, then on the next following Business Day) or, if mailed, on the tenth Business Day following the date of mailing; provided, however, that if at the time of mailing or within ten Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Section 4.14

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Investor Rights Agreement as of the date set forth above.

INEO TECH CORP.

By: _____

Name: Kyle Hall

Title: Chief Executive Officer

**COENDA INVESTMENTS HOLDING
CORP.**

By: _____

Name: Kerem Akbas

Title: Chief Executive Officer