

**AGREEMENT MADE AT MONTREAL, PROVINCE OF QUEBEC  
ON FEBRUARY 2 2026**

**Between:** [REDACTED]

(hereinafter referred to as "[REDACTED]")

**AND**

**HPQ Silicon Inc.**, a corporation incorporated under the laws of Canada with unlimited capital, having its head office at 3000 Omer-Lavallée St, Suite 306 in Montreal, Canada, registered with the Corporation of Canada under number 3330061, represented by its Chairman and Chief Executive Officer, Mr. Bernard Tourillon, duly authorized for the purposes hereof

(hereinafter referred to as "HPQ")

(Collectively referred to as the Parties)

**WHEREAS** [REDACTED] currently owns three hundred forty-two (342) shares in Novacium SAS (Novacium), a simplified joint-stock company with a capital of 1,000 euros having its registered office at Rond-point de l'Échangeur – 69360 SOLAIZE, registered with the Lyon Trade and Companies Register under number 915 142 871.

**WHEREAS** HPQ is interested in taking ownership of forty-two (42) Novacium shares from [REDACTED] agrees to cede such 42 Novacium shares to HPQ.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES AGREE AS FOLLOW:**

**1. Preamble and entire Agreement**

The above preamble is an integral part of these Terms and Conditions and This Agreement contains the entire agreement of the parties with respect to the matters herein and supersedes all prior or collateral agreements and understandings, whether oral or written, between the parties or their respective representatives. This Agreement shall not be modified or amended except by a written supplementary agreement signed by the parties and stated to be an amendment hereto.

**2. Sale of Securities**

[REDACTED] hereby cedes, transfers and assigns to HPQ forty-two (42) shares of the capital-stock of Novacium SAS and HPQ hereby accepts, the full and entire property of the Novacium shares from [REDACTED]



### 3. Price and HPQ Share issuance

As HPQ is a company listed on the TSX Venture Exchange, it is agreed that the issue price of the Securities Issued will be the closing price of HPQ's shares on the TSX Venture Exchange, the day prior to the date of publication of a press release announcing the acquisition of the Novacium shares by HPQ resulting from the Sale.

Furthermore, as HPQ is a Canadian Corporation, the Euro to CAD (€ to C\$) exchange rate used to determine the number of shares to be received will be the closing the Euro to CAD (€ to C\$) FX rate of the Bank of Canada, the day prior to the date of publication of a press release announcing the acquisition of the Novacium shares by HPQ resulting from the Sale.

Therefore, the Price to be paid by the Purchaser to the Seller for ceding, transferring and assignment of the shares in accordance with this Agreement shall be as follows:

- The ceding of the 42 Novacium shares is made for C\$ 2,016,713 (€ 1,250,000) which will be paid by HPQ by means of issuance from its capital-stock of 11,203,958 common shares issued at \$0.18 per share and will be represented by a DRS made in the name of [REDACTED]
- Upon reception of the required regulatory approval, the DRS will be delivered directly to [REDACTED] by HPQ transfer Agent.
- The DRS issued will have a legend that will restrict the ability of [REDACTED] to sell the shares for a period of 4 months plus one day from the date of the closing of the transaction.

### 4. Conditions

This agreement is subject to the approval of the TSX Venture Exchange and the regulatory authorities having jurisdiction over HPQ, as well as the issuance of shares by HPQ which must comply with all applicable policies of the exchange and the regulations of the AMF and the Canadian Securities Commissions.

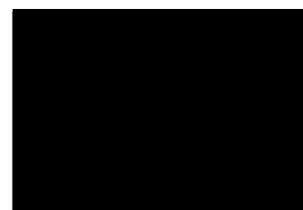
### 5. Representations and warranties by [REDACTED]

[REDACTED] declares that the shares transferred hereby are free of any lien, mortgage or encumbrance of any kind.

No individual has any option or right to purchase the shares sold hereunder

He shall have all necessary authority and full authority to sell and/or enter into any agreement with respect to the issued and outstanding sold shares of the capital stock of Novacium, which shares are registered in his name and are duly issued and non-assessable.

In accordance with Article 17 of Novacium's articles of association, this sale does not give rise to approval.



██████████ will take all necessary steps to ensure that the shares sold to HPQ receive registration in the account of the shares sold in its name and will deliver all the duly signed documents, and in particular the movement orders and Cerfa 2759-SD printouts corresponding to the transfer of the NOVACIUM shares.

#### **6. Representations and warranties by HPQ**

HPQ is a corporation which has been duly incorporated and organized and is validly subsisting and in good standing under the laws of Canada and Province of Quebec.

HPQ has the legal capacity and authority to enter into and carry out the transactions contemplated by the Agreement and has been so authorized.

All necessary corporate action on the part of HPQ has been taken to authorize and approve the execution and delivery of this agreement and the performance by HPQ of its obligations hereunder. This agreement has been duly executed and delivered by, and constitutes a valid and binding obligation HPQ, in accordance with its terms.

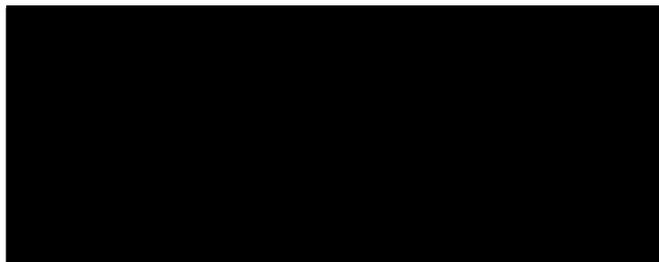
#### **7. Miscellaneous and final provisions**

All notices, requests, demands or other communications required to be given or made hereunder shall be in writing and shall be deemed to be well and sufficiently given if hand delivered or couriered or faxed or e-mailed,

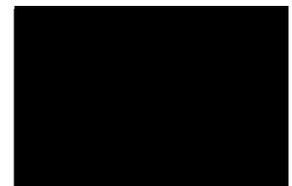
If to HPQ, addressed to:

**HPQ Silicon Inc.**  
3000 Rue Omer-Lavallée, Suite 306  
Montreal, QC, H1Y 3R8

Fax: (514) 372-0066  
Email: Bernard.tourillon@hpqsilicon.com



Such notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and, where given by registered mail, on the business day of actual receipt thereof. It is understood that in the event of a threatened or actual postal disruption in the postal service in the postal area through which such notice must be sent, notice must be given personally as aforesaid or by means of printed electronic or printed telephonic communication in which case notice shall be deemed to have been given on the date of transmission thereof. Any party may change its address for notice by written communication mailed or delivered as aforesaid.



As required by authorities having jurisdiction over its operation and activities, HPQ will be allowed and will have the right to disclose the transaction contemplated herein by means of public announcements or press releases.

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become a binding Agreement when one or more counterparts have been signed and delivered by and to each of the parties.

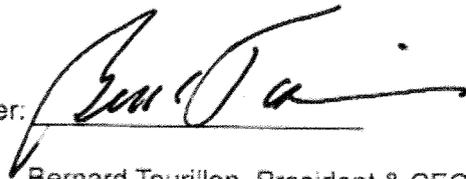
This agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

The insertion of headings in this agreement is for convenience only and will not affect or be taken into account in construing or interpreting this agreement.

The parties undertake that Novacium will read the content of this agreement and that it will undertake to comply with each and every one of its obligations arising from it as its own and accepted.

EXECUTED ON FEBRUARY 2 2026

**HPQ SILICON INC.**

Per:   
Bernard Tourillon, President & CEO



**AGREEMENT MADE AT MONTREAL, PROVINCE OF QUEBEC  
ON FEBRUARY 2 2026**

**Between:** [REDACTED]

(hereinafter referred to as [REDACTED])

**AND**

**HPQ Silicon Inc.** a corporation incorporated under the laws of Canada with unlimited capital, having its head office at 3000 Omer-Lavallée St, Suite 306 in Montreal, Canada, registered with the Corporation of Canada under number 3330061, represented by its Chairman and Chief Executive Officer, Mr. Bernard Tourillon, duly authorized for the purposes hereof

(hereinafter referred to as "HPQ")

(Collectively referred to as the Parties)

**WHEREAS** [REDACTED] currently owns one hundred eighty-seven (187) shares in Novacium SAS (Novacium), a simplified joint-stock company with a capital of 1,000 euros having its registered office at Rond-point de l'Échangeur – 69360 SOLAIZE, registered with the Lyon Trade and Companies Register under number 915 142 871.

**WHEREAS** HPQ is interested in taking ownership of twenty-one (21) Novacium shares from [REDACTED] agrees to cede such 21 Novacium shares to HPQ.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES AGREE AS FOLLOW:**

**1. Preamble and entire Agreement**

The above preamble is an integral part of these Terms and Conditions and This Agreement contains the entire agreement of the parties with respect to the matters herein and supersedes all prior or collateral agreements and understandings, whether oral or written, between the parties or their respective representatives. This Agreement shall not be modified or amended except by a written supplementary agreement signed by the parties and stated to be an amendment hereto.

**2. Sale of Securities**

[REDACTED] hereby cedes, transfers and assigns to HPQ twenty-one (21) shares of the capital-stock of Novacium SAS and HPQ hereby accepts, the full and entire property of the Novacium shares from [REDACTED]

[REDACTED]

### 3. Price and HPQ Share Issuance

As HPQ is a company listed on the TSX Venture Exchange, it is agreed that the issue price of the Securities Issued will be the closing price of HPQ's shares on the TSX Venture Exchange, the day prior to the date of publication of a press release announcing the acquisition of the Novacium shares by HPQ resulting from the Sale.

Furthermore, as HPQ is a Canadian Corporation, the Euro to CAD (€ to C\$) exchange rate used to determine the number of shares to be received will be the closing the Euro to CAD (€ to C\$) FX rate of the Bank of Canada, the day prior to the date of publication of a press release announcing the acquisition of the Novacium shares by HPQ resulting from the Sale.

Therefore, the Price to be paid by the Purchaser to the Seller for ceding, transferring and assignment of the shares in accordance with this Agreement shall be as follows:

- The ceding of the 21 Novacium shares is made for C\$ 1,008,356 (€ 625,000) which will be paid by HPQ by means of issuance from its capital-stock of 5,601,979 common shares issued at \$0.18 per share and will be represented by a DRS made in the name of [REDACTED]
- Upon reception of the required regulatory approval, the DRS will be delivered directly to [REDACTED] by HPQ transfer Agent.
- The DRS issued will have a legend that will restrict the ability of [REDACTED] to sell the shares for a period of 4 months plus one day from the date of the closing of the transaction.

### 4. Conditions

This agreement is subject to the approval of the TSX Venture Exchange and the regulatory authorities having jurisdiction over HPQ, as well as the issuance of shares by HPQ which must comply with all applicable policies of the exchange and the regulations of the AMF and the Canadian Securities Commissions.

### 5. Representations and warranties by [REDACTED]

[REDACTED] declares that the shares transferred hereby are free of any lien, mortgage or encumbrance of any kind.

No individual has any option or right to purchase the shares sold hereunder

He shall have all necessary authority and full authority to sell and/or enter into any agreement with respect to the issued and outstanding sold shares of the capital stock of Novacium, which shares are registered in his name and are duly issued and non-assessable.

In accordance with Article 17 of Novacium's articles of association, this sale does not give rise to approval.



██████████ will take all necessary steps to ensure that the shares sold to HPQ receive registration in the account of the shares sold in its name and will deliver all the duly signed documents, and in particular the movement orders and Cerfa 2759-SD printouts corresponding to the transfer of the NOVACIUM shares.

#### 6. Representations and warranties by HPQ

HPQ is a corporation which has been duly incorporated and organized and is validly subsisting and in good standing under the laws of Canada and Province of Quebec.

HPQ has the legal capacity and authority to enter into and carry out the transactions contemplated by the Agreement and has been so authorized.

All necessary corporate action on the part of HPQ has been taken to authorize and approve the execution and delivery of this agreement and the performance by HPQ of its obligations hereunder. This agreement has been duly executed and delivered by, and constitutes a valid and binding obligation HPQ, in accordance with its terms.

#### 7. Miscellaneous and final provisions

All notices, requests, demands or other communications required to be given or made hereunder shall be in writing and shall be deemed to be well and sufficiently given if hand delivered or couriered or faxed or e-mailed,

If to HPQ, addressed to:

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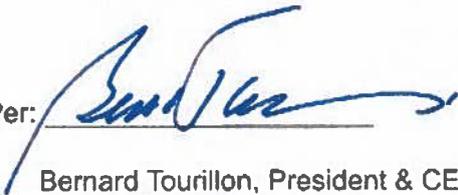
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Per: 

Bernard Tourillon, President & CEO

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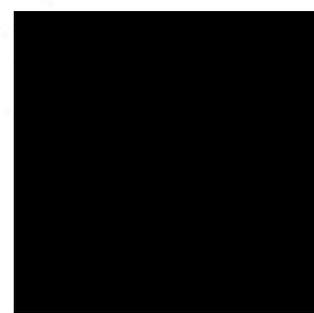
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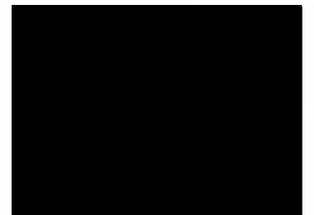
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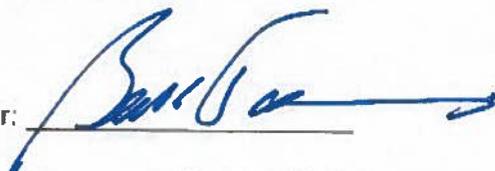
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HPQ SILICON INC.

Per: \_\_\_\_\_



Bernard Tourillon, President & CEO

