

FUNDS FLOW AGREEMENT

This FUNDS FLOW AGREEMENT (this “**Agreement**”) is made

BETWEEN

Issuer, Inc., a company incorporated under the laws of BC having its head office at Issuer Street 321 Richmond, BC, V7E4C7 (the “**Issuer**”).

AND

Dealer, Inc., a company incorporated under the laws of BC having its head office at Dealer Avenue 123 Richmond, BC, V7E4C7 (the “**Funding Portal**”).

The contents and obligations described in this Agreement are ACKNOWLEDGED, CONSENTED TO and ACCEPTED by

ADDY PORTAL CORP., a company incorporated under the laws of the Province of British Columbia having its head office at Suite # 352, 3381 Cambie Street, Vancouver, B.C., V5Z 4R3 (the “**Service Provider**”)

AND

ADDY TECHNOLOGY CORP., a company incorporated under the laws of the Province of British Columbia having its head office at Suite # 352, 3381 Cambie Street, Vancouver, B.C., V5Z4R3 (the “**Service Provider Parent**” and together with the Issuer, the Funding Portal and the Service Provider, the “**Parties**” and each a “**Party**”).

WHEREAS the Issuer launched on 2024-01-01 a private placement of securities in the Issuer under the prospectus exemption available to it under National Instrument 45-110 *Start-Up Crowdfunding Registration and Prospectus Exemptions* (“**NI 45-110**”) as described in the Issuer’s offering document (the “**Offering**”);

WHEREAS the Issuer intends to use any proceeds from the Offering, together with no other sources of funding to ultimately acquire the lands and buildings situated upon Property Way 456 P123456, which consists of Propway.

WHEREAS in connection with the Offering the Service Provider is providing certain services to the Issuer and the Funding Portal as agreed to between such parties separately.

WHEREAS the Issuer has held the closing of the Offering on 2024-02-28, by which it accepted subscriptions to the Offering total CAD 1000 (one thousand dollars) (the “**Closing Funds**”) and pursuant to which it has or will issue the shares in the Issuer (the “**Securities**”) set out in Annex A to this Agreement.

WHEREAS the Closing Funds, details of the individuals and their respective subscription amounts of which are set out in Annex A to this Agreement, have been collected in trust in the Service Provider’s trust account (“**Service Provider Trust Account**”) and the Issuer and the Funding Portal wish to formalize their

agreement and instruct and authorize the relevant Parties on how the Closing Funds shall be transferred in order to effect the Issuer Investment and therefore agree as follows:

1. **Transfer from the Service Provider Trust Account to the Funding Portal Wallet.**The Service Provider shall, after any applicable subscription recession periods have ended and the relevant subscriptions have been accepted, on or about the date of this Agreement, cause the Closing Funds held in the Service Provider Trust Account to be sent and accredited to the electronic wallet held by the Funding Portal with the Service Provider (the “**Funding Portal Wallet**” and such account crediting the “**Service Provider Transfer**”).
2. **Transfer from Funding Portal Wallet to Funding Portal Trust Account.** The Funding Portal shall promptly after the Service Provider Transfer cause the Closing Funds to be transferred from the Funding Portal’s Wallet to the Funding Portal’s trust account (the “**Funding Portal Trust Account**”) with the following identification (such transfer the **Funding Portal Internal Transfer**):

Bank Account Number	1234567
Bank Institution Number	001
Bank Transit Number	002

3. **Transfer from the Funding Portal Trust Account to the Issuer Bank Account.** The Funding Portal shall following the Funding Portal Internal Transfer promptly and in any case in accordance with section 4.(2)(e)(i) of NI 45-110 (i) deduct its capital raising fee from the Closing Funds, the Closing Funds after such deduction amounting to 900 (nine hundred dollars) and referred to as “**Net Closing Funds**” and (ii) cause the Net Closing Funds to be transferred to the Issuer’s bank account (the “**Issuer Bank Account**”) with the following identification (such transfer the “**Funding Portal Transfer**”):

Bank Account Owner Name	Issuer Inc.
Bank Account Number	7654321
Bank Institution Number	003
Bank Transit Number	004

4. **Issuer and Funding Portal Acknowledgements.** The Issuer and the Funding Portal hereby expressly acknowledge and accept that

- a. compliance with any laws (including any applicable corporate and securities laws) in connection with the transfers described in this Agreement shall remain the exclusive responsibility of the Issuer and the Funding Portal (as applicable);
- b. any amounts to be transferred in accordance with this Agreement (including but not limited to the Closing Funds) are being transferred in accordance with the instruction



and authorization of the Issuer and the Funding Portal (as applicable) and that the Service Provider acts exclusively as a provider of services and as agent (as applicable);

5. **Issuer and Funding Portal representations, warranties and covenants.** The Issuer and Funding Portal hereby represent, warrant and covenant to do all such things which are reasonably necessary to enable the Service Provider to carry out its obligations under this Agreement, including the provision of information and the execution of any required or desirable instruments.
6. **Service Provider Liability.** The Service Provider shall not incur any liability whatsoever in respect of anything done or omitted to be done in respect of this Agreement, except in respect of its own willful misconduct or failure to perform its obligations under this Agreement in accordance with commercially reasonable efforts.
7. **Governing Law and Jurisdiction.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The courts of British Columbia shall have exclusive jurisdiction over this agreement and any action and dispute in relation thereto.
8. **Force Majeure.** If the performance of any obligation hereunder, except non-payment of amounts due hereunder, is interfered with by reason of any circumstances beyond a Party's reasonable control, including acts of God, labor strikes and other labor disturbances, power surges or failures, Internet connectivity, or the act or omission of any third party, the Party shall be excused from such performance to the extent necessary.
9. **Assignment.** Neither Party shall be permitted to assign this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the Service Provider shall have the right to assign this Agreement to any corporation or other legal entity that the Service Provider directly or indirectly controls, is controlled by or is under common control with or in connection with a merger, amalgamation, transfer of control, reorganization or sale of all or substantially all of its assets or equity interests. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must (i) agree in writing to be bound by the terms of this Agreement, and (ii) have the financial ability to meet the contractual obligations of this Agreement.
10. **Termination.** Without prejudice to any other rights or remedies which it may have, any Party may terminate this Agreement:
 - a. if another Party materially breaches this Agreement and such breach remains uncured 10 days after receiving written notice of such breach; or
 - b. immediately by notice to the other Parties if (1) another Party is declared insolvent or bankrupt, (2) a petition is filed in any court to declare another Party bankrupt or for a reorganization under bankruptcy law or similar statute and such petition is not dismissed in 30 days, or (3) a trustee in bankruptcy or a receiver or similar entity is

appointed for another Party.

11. **Severability; Waiver.** In the event that any provisions of this Agreement shall be found to be illegal, void or unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of the Agreement shall remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
12. **Relationship of Parties.** The Parties (with the exception of the Service Provider and the Service Provider Parent) are independent contractors. No agency, partnership, joint venture or employment relationship is created as a result of this Agreement, and each Party does not have any authority of any kind to bind the other in any respect whatsoever and neither Party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied in the other Party's name or on its behalf.
13. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
14. **Rights and Remedies.** Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.
15. **Further Assurances.** Each Party will from time to time and at all times do such further acts and execute and deliver such further documents as may be reasonably required in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
16. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts, each of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be delivered by facsimile, email or other functionally equivalent electronic means of transmission.

Signature page to the Funds Flow Agreement dated 2024-02-01.

ACKNOWLEDGED, CONSENTED TO and ACCEPTED by

800 × 400

John Doe

800 × 400

Jane Davis

800 × 400

Juan Perez

400 × 400

400 × 400

400 × 400

ANNEX A

Closing Funds Details

Subscriber Name	Subscription Amount (CAD)	Number of Securities
John Doe	500	50
Jane Smith	400	40
Jet Li	100	10
TOTAL	1000	100