FORM 20FR12G/A

Form for initial registration of a class of securities of foreign private issuers pursuant to Section 12(g) [amend]

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FILER

BYND CANNASOFT ENTERPRISES INC.
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Mailing Address
2264E 11TH AVENUE
VANCOUVER A1 V5N1Z6

Business Address
2264E 11TH AVENUE
VANCOUVER A1 V5N1Z6
16048336820

As filed with the U.S. Securities and Exchange Commission on May 18, 2022.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F
(Amendment No. 1)

☒ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended _____

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: _____

BYND CANNASOFT ENTERPRISES INC.
(Exact name of Registrant as specified in its charter)

British Columbia, Canada
(Jurisdiction of incorporation or organization)

7000 Akko Road
Kiryat Motzkin
Israel
(Address of principal executive offices)

Gabi Kabazo
2264 East 11th Avenue, Vancouver, B.C.
Canada V5Z 1N6
604-833-6820
gabi@cannasoft-crm.com
(Name, telephone, e-mail and/or facsimile number and address of company contact person)

Copy of communications to:

Louis A. Brilleman, Esq.
1140 Avenue of the Americas, 9th Floor

New York, New York 10036
212-584-7805
lbrilleman@lbcounsel.com

Securities registered or to be registered pursuant to section 12(b) of the Act:

None
(Title of Class)

Securities registered or to be registered pursuant to Section 12(g) of the Act:

Common Stock without par value
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None
(Title of Class)

The number of outstanding shares of the issuer's common stock as of May 2, 2022, was 29,520,083 shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

If this report is an annual or a transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☐ No ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer, large accelerated filer" and emerging growth company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒ Emerging growth company ☒

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards by the International Accounting Standards Board ☒	Other ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

EXPLANATORY NOTE

On May 2, 2022, BYND Cannasoft Enterprises Inc. filed its registration statement on Form 20-F for the initial registration of its common shares (the "Form 20-F") under the U.S. Securities Exchange Act of 1934, as amended.

The sole purpose of this amendment to the Form 20-F is to refile the exhibits that were initially filed as part of the Form 20-F. Those exhibits are included herewith in word format to ensure legibility and searchability. No other changes were made to the Form 20-F.

ITEM 19 EXHIBITS

The following exhibits are included in the Registration Statement on Form 20-F:

1.1	Notice of Articles of the Company.
1.2	Articles of the Company
1.3	Certificate of Amalgamation
4.1	Business Combination Agreement
4.2	First Amendment to Business Combination Agreement
4.3	Second Amendment to Business Combination Agreement
4.4	Consulting Agreement dated June 29, 2021, by and between the Company and Yiftah Ben Yaackov
4.5	Private Placement Subscription Agreement dated September 3, 2021, between the Company and Agroinvestment S.A.
4.6	Escrow Agreement dated September 3, 2021, among the Company, Latin Advisors Ltd. and Agroinvestment S.A.
4.7	License Assignment dated November 24, 2019, between Dalia Brzezinski and B.Y.B.Y Investments and Promotions Ltd.
4.8	Lease dated May 1, 2020, between Dalia Brzezinski and Cannasoft Pharma Ltd.
4.9	Authorization for Dealing in Controlled Substances Issued by the Ministry of Health dated October 12, 2020
4.10	Trust Declaration dated as of October 1, 2020
4.11	Escrow Agreement dated March 29, 2021 among the Company, Computershare Investor Services and certain stockholders
4.12	Trust Agreement dated March 29, 2021 among the Company, certain shareholders and IBI Trust Management
4.13	Stock Option Plan
4.14	Primary License Renewal
4.15	Agroinvestment Extension

8.1 List of subsidiaries of BYND Cannasoft Enterprises Inc.

15.1 Consent of Dale Matheson Carr-Hilton Labonte LLP.

15.2 Letter from Dale Matheson Carr-Hilton Labonte LLP. regarding change in Registrant's Certifying Accountant

15.3 Letter from BF Borgers CPA PC. regarding change in Registrant's Certifying Accountant

15.4 Consent of BF Borgers CPA PC.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this registration statement on its behalf.

BYND CANNASOFT ENTERPRISES INC.

By: */s/ Yftah Ben Yaackov*
Name: Yftah Ben Yaackov
Title: Chief Executive Officer

Date: May 18, 2022

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

CERTIFIED COPY
Of a Document filed with the Province of British Columbia Registrar of Companies

CAROL PREST

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: March 29, 2021 08:50 AM Pacific Time

Incorporation Number: **BC1296808**

Recognition Date and Time: *March 29, 2021 08:50 AM Pacific Time as a result of an Amalgamation*

NOTICE OF ARTICLES

Name of Company:

BYND CANNASOFT ENTERPRISES INC.

REGISTERED OFFICE INFORMATION

Mailing Address:
PO BOX 49130
2900 - 595 BURRARD STREET
VANCOUVER BC V7X 1J5
CANADA

Delivery Address:
PO BOX 49130
2900 - 595 BURRARD STREET
VANCOUVER BC V7X 1J5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
PO BOX 49130
2900 - 595 BURRARD STREET
VANCOUVER BC V7X 1J5
CANADA

Delivery Address:
PO BOX 49130
2900 - 595 BURRARD STREET
VANCOUVER BC V7X 1J5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
BRADLEY, JERROLD

Mailing Address:
104 - 1857 WEST 4TH AVENUE
VANCOUVER BC V6J 1M4
CANADA

Delivery Address:
104 - 1857 WEST 4TH AVENUE
VANCOUVER BC V6J 1M4
CANADA

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	COMMON Shares	Without Par Value Without Special Rights or Restrictions attached

Exhibit 1.2

ARTICLES

OF

BYND CANNASOFT ENTERPRISES INC.

Amalgamation Number: BC1296808

(the **"Company")**

INDEX

PART 1- INTERPRETATION

1.1 DEFINITIONS

In these Articles, unless the context otherwise requires:

1. "Acknowledgement" means a non-transferable written acknowledgement of a shareholder's right to obtain a certificate for shares of any class or series, including a direct registration system statement or advice;

2. "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

3. *"Business Corporations Acf"* means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

4. "legal personal representative" means the personal or other legal representative of the shareholder;

5. ''Notice of Articles" means the notice of articles for the Company contained in the Company's incorporation application, as amended from time to time;

6. "registered address" of a shareholder means the shareholder's address as recorded in the central securities register; and

7. "seal" means the seal of the Company, if any.

1.2 *BUSINESS CORPORATIONS ACT* AND *INTERPRETATION ACT* DEFINITIONS APPLICABLE

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act* (British Columbia), with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business C01porations Act* and a definition or rule in the *Interpretation Act* (British Columbia) relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act,* the *Business Corporations Act* will prevail.

PART 2- SHARES AND SHARE CERTIFICATES

2.1 AUTHORIZED SHARE STRUCTURE

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company as the same may be amended from time to time.

2.2 FORM OF SHARE CERTIFICATE

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act.*

2.3 SHAREHOLDER ENTITLED TO CERTIFICATE OR ACKNOWLEDGEMENT

A share issued by the Company may be represented by a share certificate or may be an uncertificated (electronic or book based) share. Each shareholder is entitled, without charge, to either (a) one physical share certificate representing the shares of each class or series of shares registered in the shareholder's name, or (b) an Acknowledgement, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or Acknowledgement and delivery of a share certificate or Acknowledgement for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all. Shares may be issued in book or electronic form. The directors of the Company may, by resolution, provide that (a) the shares of any or all of the classes and series of the Company's shares may be uncertificated shares, or (b) any specified shares may be uncertificated shares.

2.4 DELIVERY BY MAIL

Any share certificate or Acknowledgement may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or Acknowledgement is lost in the mail or stolen.

2.5 REPLACEMENT OF WORN OUT OR DEFACED CERTIFICATE OR ACKNOWLEDGEMENT

If the directors are satisfied that a share certificate or Acknowledgement is worn out or defaced, they must, on production to them of the share certificate or Acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

1. order the share certificate or Acknowledgement, as the case may be, to be cancelled; and

2. issue a replacement share certificate or Acknowledgement, as the case may be.

2.6 REPLACEMENT OF LOST, STOLEN OR DESTROYED CERTIFICATE OR ACKNOWLEDGEMENT

If a share certificate or Acknowledgement is lost, stolen or destroyed, a replacement share certificate or Acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or Acknowledgement, as the case may be, if the directors receive:

1. proof satisfactory to them that the share certificate or Acknowledgement is lost, stolen or destroyed; and

2. any indemnity the directors consider adequate.

2.7 SPLITTING SHARE CERTIFICATES OR ACKNOWLEDGEMENTS

If a shareholder surrenders a share certificate or an Acknowledgement to the Company with a written request that the Company issue in the shareholder's name two or more share certificates or Acknowledgements, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate or Acknowledgement so surrendered, the Company must cancel the surrendered share certificate or Acknowledgement and issue replacement share certificates or Acknowledgements in accordance with that request.

2.8 SHARE CERTIFICATE FEE/ACKNOWLEDGEMENT FEE

There must be paid to the Company, in relation to the issue of any share certificate or Acknowledgement under Articles 2.5, 2.6 or 2.7, the amount determined by the directors, if any, which must not exceed the amount prescribed under the *Business Corporations Act.*

2.9 RECOGNITION OF TRUSTS

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

PART 3 - ISSUE OF SHARES

3.1 DIRECTORS AUTHORIZED

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share, if any.

3.2 COMMISSIONS AND DISCOUNTS

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 BROKERAGE

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 CONDITIONS OF ISSUE

Except as provided for by the *Business Corporations Act,* no share may be issued until it is fully paid. A share is fully paid when:

I. consideration is provided to the Company for the issue of the share by one or more of the following:

   a) past services performed for the Company;

   b) property;

   c) money; and

2. the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 SHARE PURCHASE WARRANTS AND RIGHTS

Subject to the *Business Corporations Act,* the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

PART 4 - SHARE REGISTERS

4.1 CENTRAL SECURITIES REGISTER

As required by and subject to the *Business Corporations Act,* the Company must maintain in British Columbia a central securities register, which may be kept in electronic form and may be made available for inspection in accordance with the *Business Corporations Act* by means of computer terminal or other electronic technology. The directors may, subject to the *Business Corporations Act,* appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 CLOSING REGISTER

The Company must not at any time close its central securities register.

PART 5 - SHARE TRANSFERS

5.1 REGISTERING TRANSFERS

A transfer of a share of the Company must not be registered unless:

1. a duly signed instrument of transfer in respect of the share has been received by the Company;

2. if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

3. if an Acknowledgement has been issued by the Company in respect of the share to be transferred, that Acknowledgement has been surrendered to the Company.

5.2 FORM OF INSTRUMENT OF TRANSFER

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form as may be acceptable to the Company or its transfer agent.

5.3 TRANSFEROR REMAINS SHAREHOLDER

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 SIGNING OF INSTRUMENT OF TRANSFER

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or the Acknowledgements deposited with the instrument of transfer:

1. in the name of the person named as transferee in that instrument of transfer; or

2. ifno person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 ENQUIRY AS TO TITLE NOT REQUIRED

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any Acknowledgement for such shares.

5.6 TRANSFER FEE

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

PART 6 - TRANSMISSION OF SHARES

6.1 LEGAL PERSONAL REPRESENTATIVE RECOGNIZED ON DEATH

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 RIGHTS OF LEGAL PERSONAL REPRESENTATNE

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

PART 7 - PURCHASE OF SHARES

7.1 COMPANY AUTHORIZED TO PURCHASE SHARES

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act,* the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 PURCHASE WHEN INSOLVENT

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

1. the Company is insolvent; or

2. making the payment or providing the consideration would render the Company insolvent.

7.3 SALE AND VOTING OF PURCHASED SHARES

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

I. is not entitled to vote the share at a meeting of its shareholders;

2. must not pay a dividend in respect of the share; and

3. must not make any other distribution in respect of the share.

PART 8 - BORROWING POWERS

8.1 COMPANY AUTHORIZED TO BORROW

The Company, if authorized by the directors, may:

1. borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

2. issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

3. guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

4. mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

PART 9-ALTERATIONS

9.1 ALTERATION OF AUTHORIZED SHARE STRUCTURE

Subject to Article 9.2, the *Business Corporations Act,* and any regulatory or stock exchange requirements applicable to the Company, the Company may by directors' resolution or ordinary resolution:

1. create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

2. increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

3. subdivide or consolidate all or any of its unissued, or fully paid and issued, shares;

4. if the Company is authorized to issue shares of a class of shares with par value:

   a) decrease the par value of those shares; or

   b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

5. change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

6. alter the identifying name of any of its shares; or

7. otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act,*

and, if applicable, alter its Articles and Notice of Articles accordingly.

9.2 SPECIAL RIGHTS AND RESTRICTIONS

Subject to any regulatory or stock exchange requirements applicable to the Company, the Company may by ordinary resolution or, if permitted by the *Business Corporations Act,* by directors' resolution:

1. create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

2. vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 CHANGE OF NAME

The Company may by directors' resolution authorize an alteration of its Notice of Articles in order to change its name subject to any other regulatory or stock exchange requirements applicable to the Company.

9.4 OTHER ALTERATIONS

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by directors' resolution alter these Articles subject to any other regulatory or stock exchange requirements applicable to the Company.

PART 10 - MEETINGS OF SHAREHOLDERS

10.1 ANNUAL GENERAL MEETINGS

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act,* the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized under the *Business Corporations Act,* and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 CONSENT RESOLUTION INSTEAD OF ANNUAL GENERAL MEETING

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 CALLING OF MEETINGS OF SHAREHOLDERS

The directors may, whenever they think fit, call a meeting of shareholders. Subject to Article 10.4, the location of a meeting of shareholders shall be determined by the directors and may be within or outside British Columbia.

10.4 MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS

A meeting of the Company's shareholders may be held entirely or in part by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if approved by directors' resolution prior to the meeting and subject to the *Business Corporations Act.* Any person participating in a meeting by such means is deemed to be present at the meeting.

10.5 NOTICE FOR MEETINGS OF SHAREHOLDERS

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

1. if and for so long as the Company is a public company, 21 days;

2. otherwise, 10 days.

10.6 RECORD DATE FOR NOTICE

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act,* by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

1. if and for so long as the Company is a public company, 21 days;

2. otherwise, 10 days.

If no record date is set, the record date is 5 p.m. (Pacific Time) on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 RECORD DATE FOR VOTING

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act,* by more than four months. If no record date is set, the record date is 5 p.m. (Pacific Time) on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.8 FAILURE TO GIVE NOTICE AND WAIVER OF NOTICE

The accidental omission to send notice of any shareholders' meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing

or otherwise, waive or reduce the period of notice of such meeting. Attendance of a person (or duly appointed proxy) at a meeting of shareholders is a waiver of entitlement to notice of the meeting, unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.9 NOTICE OF SPECIAL BUSINESS AT MEETINGS OF SHAREHOLDERS

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

1. state the general nature of the special business; and

2. if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

   a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

   b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.10 NOTICE OF SPECIAL BUSINESS

1. In addition to any other requirements under applicable laws, for a shareholder to put forward a motion at a meeting of shareholders for any other business not being put forward for consideration by management (the **"Motioning Shareholder"),** the Motioning Shareholder must have given prior notice thereof that is both timely (in accordance with paragraph 2 below) and in proper written form (in accordance with paragraph 3 below) to the Secretary of the Company at the principal executive offices of the Company.

2. To be timely, a Motioning Shareholder's notice to the Secretary of the Company must be made:

   a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the **"Notice Date")** on which the first public announcement of the date of the annual meeting was made, notice by the Motioning Shareholder may be made not later than the close of business on the tenth day following the Notice Date; and

   b) in the case of a special meeting (which is not also an annual meeting) of shareholders, not later than the close of business on the fifteenth day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

   The time periods for the giving of a Motioning Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof collllllence a new time period for the giving of such notice.

3. To be in proper written form, a Motioning Shareholder's notice to the Secretary of the Company must set forth particulars of:

   a) the specific matter and motion intended to be put forward by the Motioning Shareholder and such information relating to the motion that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for holding a shareholders' meeting pursuant to the Act and Applicable Securities Laws (as defined below); and

   b) the Motioning Shareholder, including full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Motioning Shareholder has a right to vote or direct the voting of any Collllllon Shares of the Company and any other information relating to such Motioning Shareholder that would be required to be

made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below).

4. The provisions of sections 14.12(5), (6), (7) and (8) apply equally in this Article 10.10.

PART 11- PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 SPECIAL BUSINESS

At a meeting of shareholders, the following business is special business:

1. at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

2. at an annual general meeting, all business is special business except for the following:

   a) business relating to the conduct of or voting at the meeting;

   b) consideration of any financial statements of the Company presented to the meeting;

   c) consideration of any reports of the directors or auditor;

   d) the setting or changing of the number of directors;

   e) the election or appointment of directors;

   f) the appointment of an auditor;

   g) the setting of the remuneration of an auditor;

   h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

   i) any other business which, under these Articles or the *Business Cmporations Act,* may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 SPECIAL MAJORITY

For the purposes of these Articles and the *Business Corporations Act,* the majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds (⅔) of the votes cast on the resolution in person or by proxy.

11.3 QUORUM

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 ONE SHAREHOLDER MAY CONSTITUTE QUORUM

If there is only one shareholder entitled to vote at a meeting of shareholders:

1. the quorum is one person who is, or who represents by proxy, that shareholder; and

2. that shareholder, present in person or by proxy, may constitute the meeting.

11.5 OTHER PERSONS MAY ATTEND

The directors, the chief executive officer (if any), the president (if any), the chief financial officer (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 REQUIREMENT OF QUORUM

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 LACK OF QUORUM

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

1. in the case of a general meeting requisitioned by shareholders, the meeting is dissolved; and

2. in the case of any other meeting of shareholders, the meeting stands adjourned to the time and place determined by the chair of the meeting.

11.8 LACK OF QUORUM AT SUCCEEDING MEETING

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 CHAIR

The following individual is entitled to preside as chair at a meeting of shareholders:

1. the chair of the board, if any; or

2. the chief executive officer, if any; or

3. the president, if any.

11.10 SELECTION OF ALTERNATE CHAIR

If, at any meeting of shareholders, there is no chair of the board, chief executive officer or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board, chief executive officer and the president are unwilling to act as chair of the meeting, or if the chair of the board, chief executive officer and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number or the Company's solicitor to be chair of the meeting failing which the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 ADJOURNMENTS

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 NOTICE OF ADJOURNED MEETING

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 DECISIONS BY SHOW OF HANDS OR POLL

Subject to the *Business Corporations Act,* every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 DECLARATION OF RESULT

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 MOTION NEED NOT BE SECONDED

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 CASTING VOTE

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 MANNER OF TAKING POLL

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

1. the poll must be taken:

    a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

    b) in the manner, at the time and at the place that the chair of the meeting directs;

2. the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

3. the demand for the poll may be withdrawn by the person who demanded it.

11.18 DEMAND FOR POLL ON ADJOURNMENT

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 CHAIR MUST RESOLVE DISPUTE

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 CASTING OF VOTES

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 DEMAND FOR POLL

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 DEMAND FOR POLL NOT TO PREVENT CONTINUANCE OF MEETING

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 RETENTION OF BALLOTS AND PROXIES

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

PART12-VOTESOFSHAREHOLDERS

12.1 NUMBER OF VOTES BY SHAREHOLDER OR BY SHARES

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

1. on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

2. on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 VOTES OF PERSONS IN REPRESENTATIVE CAPACITY

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 VOTES BY JOINT HOLDERS

If there are joint shareholders registered in respect of any share:

l. any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

2. if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 LEGAL PERSONAL REPRESENTATIVES AS JOINT SHAREHOLDERS

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 REPRESENTATIVE OF A CORPORATE SHAREHOLDER

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

1. for that purpose, the instrument appointing a representative must:

a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

2. if a representative is appointed under this Article 12.5:

a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 PROXY PROVISIONS DO NOT APPLY TO ALL COMPANIES

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions (as defined in section 1(1) of the *Business Corporations Act)* as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 APPOINTMENT OF PROXY HOLDERS

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 ALTERNATE PROXY HOLDERS

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 PROXY HOLDER NEED NOT BE SHAREHOLDER

A person appointed as a proxy holder need not be a shareholder.

12.10 DEPOSIT OF PROXY

A proxy for a meeting of shareholders must be received:

1. at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the period of time specified in the notice, or if no period of time is specified, at least 48 hours before the day set for the holding of the meeting; or

2. at the meeting by the chair of the meeting or by the person designated by the chair of the meeting, subject to acceptance at the sole discretion of the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 VALIDITY OF PROXY VOTE

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

1. at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

2. by the chair of the meeting, before the vote is taken.

12.12 FORM OF PROXY

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company}
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name],* as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder):

Signed *[month, day, year)*

[Signature of shareholder]

[Name of shareholder-printed]

12.13 REVOCATION OF PROXY

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

1. received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

2. provided, at the meeting, to the chair of the meeting:

12.14 REVOCATION OF PROXY MUST BE SIGNED

An instrument referred to in Article 12.13 must be signed as follows:

1. if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in b<!Ilkruptcy;

2. if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 PRODUCTION OF EVIDENCE OF AUTHORITY TO VOTE

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

PART 13 - DIRECTORS

13.1 FIRST DIRECTORS; NUMBER OF DIRECTORS

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act.* There is no requirement for the directors or shareholders to fix or set the number of directors from time to time. If the Company is a public company, the Company shall have at least three directors. If the Company is not a public company, the Company shall have at least one director.

13.2 CHANGE IN NUMBER OF DIRECTORS

If the number of directors is at any time fixed or set hereunder:

1. the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; or

2. if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 DIRECTORS' ACTS VALID DESPITE VACANCY

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 QUALIFICATIONS OF DIRECTORS

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business C01porations Act* to become, act or continue to act as a director.

13.5 REMUNERATION OF DIRECTORS

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors may be determined by the shareholders. Any remuneration received by a director may be in addition to any salary or other remuneration paid to such person in his capacity as an officer or employee of the Company.

13.6 REIMBURSEMENT OF EXPENSES OF DIRECTORS

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 SPECIAL REMUNERATION FOR DIRECTORS

·—If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 GRATUITY, PENSION OR ALLOWANCE ON RETIREMENT OF DIRECTOR

Unless otherwise determined by ordinary resolution, the directors o:h behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

PART 14 - ELECTION AND REMOVAL OF DIRECTORS

14.1 ELECTION AT ANNUAL GENERAL MEETING

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

1. the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

2. all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 CONSENT TO BE A DIRECTOR

No election, appointment or designation of an individual as a director is valid unless:

1. that individual consents to be a director in the manner provided for in the *Business Corporations Act;*

2. that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

3. with respect to first directors, the designation is otherwise valid under the *Business Corporations Act.*

14.3 FAILURE TO ELECT OR APPOINT DIRECTORS

If (i) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act;* or (ii) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors, then each director then in office continues to hold office until the earlier of:

1. the date on which his or her successor is elected or appointed; and

2. the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 PLACES OF RETIRING DIRECTORS NOT FILLED

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not ·· result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 DIRECTORS MAY FILL CASUAL VACANCIES

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 REMAINING DIRECTORS POWER TO ACT

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act,* for any other purpose.

14.7 SHAREHOLDERSMAYFILLVACANCIES

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 ADDITIONAL DIRECTORS

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

1. one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

2. in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 CEASING TO BE A DIRECTOR

A director ceases to be a director when:

1. the term of office of the director expires;

2. the director dies;

3. the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

4. the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 REMOVAL OF DIRECTOR BY SHAREHOLDERS

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 REMOVAL OF DIRECTOR BY DIRECTORS

The directors may remove any director before the expiration of his or her term of office if:

1. such director is convicted of an indictable offence;

2. such director ceases to be qualified to act as a director of a company and does not promptly resign; or

3. if there are at least three directors on the board, then if all other directors pass a resolution to remove such director;

and the remaining directors may in any such event appoint a director to fill the resulting vacancy.

14.12 NOMINATION OF DIRECTORS

1. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board of directors may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:

   a) by or at the direction of the board, including pursuant to a notice of meeting; or

   b) by any person (a **"Nominating Shareholder"),** (A) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Article 14.12 and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Company as a holder of one or more Common Shares carrying the right to vote at such meeting or who beneficially owns Common Shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.12.

2. In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given prior notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Secretary of the Company at the principal executive offices of the Company.

3. To be timely, a Nominating Shareholder's notice to the Secretary of the Company must be made:

   a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the **"Notice Date")** on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth day following the Notice Date; and

   b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such notice.

4. To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Company must set forth:

   a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the present principal occupation, business or employment of the person within the preceding five years, as well as the name and principal business of any company in which such employment is carried on; (C) the citizenship of such person; (D) the class or series and number of Common Shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have· been made publicly available and shall have occurred) and as of the date of such notice; and (E) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and

   b) as to the Nominating Shareholder giving the notice, full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant· to which such Nominating Shareholder has a right to vote or direct the voting of any Common Shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below).

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

5. No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.12; provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

6. For purposes of this Article 14.12 and Article 10.10:

a) **"Applicable Securities Laws"** means the applicable securities legislation of each province and territory of Canada in which the Company is a reporting issuer, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada; and

b) **"public announcement"** shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

7. Notwithstanding any other provision of this Article 14.12, notice given to the Secretary of the Company pursuant to this Article 14.12 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery at the address of the principal executive offices of the Company, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Pacific time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

8. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this Article 14.12.

PART 15-ALTERNATEDIRECTORS

15.1 APPOINTMENT OF ALTERNATE DIRECTOR

Any director (an **"appointor")** may by notice in writing received by the Company appoint any person (an **"appointee")** who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice ofappointment is received by the Company.

15.2 NOTICE OF MEETINGS

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 ALTERNATE FOR MORE THAN ONE DIRECTOR ATTENDING MEETINGS

A person may be appointed as an alternate director by more than one director, and an alternate director:

1. will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

2. has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

3. will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

4. has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 CONSENT RESOLUTIONS

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 ALTERNATE DIRECTOR NOT AN AGENT

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 REVOCATION OF APPOINTMENT OF ALTERNATE DIRECTOR

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 CEASING TO BE AN ALTERNATE DJRECTOR

The appointment of an alternate director ceases when:

1. his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

2. the alternate director dies;

3. the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

4. the alternate director ceases to be qualified to act as a director; or

5. his or her appointorrevokes the appointment of the alternate director.

15.8 REMUNERATION AND EXPENSES OF ALTERNATE DIRECTOR

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed ifhe or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

PART 16 - POWERS AND DUTIES OF DIRECTORS

16.1 POWERS OF MANAGEMENT

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 APPOINTMENT OF ATTORNEY OF COMPANY

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

PART 17 - DISCLOSURE OF INTEREST OF DIRECTORS

17.1 OBLIGATION TO ACCOUNT FOR PROFITS

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act)* in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

17.2 RESTRICTIONS ON VOTING BY REASON OF INTEREST

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 INTERESTED DIRECTORCOUNTED IN QUORUM

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 DISCLOSURE OF CONFLICT OF INTEREST OR PROPERTY

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act.*

17.5 DIRECTOR HOLDING OTHER OFFICE IN THE COMPANY

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 NO DISQUALIFICATION

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 PROFESSIONAL SERVICES BY DIRECTOR OR OFFICER

Subject to the *Business Corporations Act,* a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 DIRECTOR OR OFFICER IN OTHER CORPORATIONS

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act,* the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

PART 18 - PROCEEDINGS OF DIRECTORS

18.1 MEETINGS OF DIRECTORS

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 VOTING AT MEETINGS

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 CHAIR OF MEETINGS

The following individual is entitled to preside as chair at a meeting of directors:

1. the chair of the board, if any;
2. in the absence of the chair of the board, the president, if any, if the president is a director; or
3. any other director chosen by the directors or, if the directors wish, the Company's solicitor, if:
    a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
    b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
    c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 MEETINGS BY TELEPHONE OR OTHER COMMUNICATIONS MEDIUM

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone or other communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 CALLING OF MEETINGS

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 NOTICE OF MEETINGS

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 WHEN NOTICE NOT REQUIRED

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

1. the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

2. the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 MEETING VALID DESPITE FAILURE TO GIVE NOTICE

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 WAIVER OF NOTICE OF MEETINGS

Any director or alternate director may send to the Company a doclllllent signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all ·· meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of entitlement to notice of the meeting, unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 QUORUM

The quofllllll necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the directors holding office at the time of the meeting.

18.11 VALIDITY OF ACTS WHERE APPOINTMENT DEFECTIVE

Subject to the *Business Corporations Act,* an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 CONSENT RESOLUTIONS IN WRITING

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed doclllllent, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

PART 19 - EXECUTIVE AND OTHER COMMITTEES

19.1 APPOINTMENT AND POWERS OF EXECUTIVE COMMITTEE

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

1. the power to fill vacancies in the board of directors;

2. the power to remove a director;

3. the power to change the membership of, or fill vacancies in, any committee of the directors; and

4. such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 APPOINTMENT AND POWERS OF OTHER COMMITTEES

The directors may, by resolution:

1. appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

2. delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

   a) the power to fill vacancies in the board of directors;

   b) the power to remove a director;

   c) the power to change the membership of, or fill vacahcieifin; any committee of the directors; and

   d) the power to appoint or remove officers appointed by the directors; and

3. make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 OBLIGATIONS OF COMMITTEES

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

1. conform to any rules that may from time to time be imposed on it by the directors; and

2. report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 POWERS OF BOARD

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

1. revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

2. terminate the appointment of, or change the membership of, the committee; and

3. fill vacancies in the committee.

19.5 COMMITTEE MEETINGS

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

1. the committee may meet and adjourn as it thinks proper;

2. the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

3. a majority of the members of the committee constitutes a quorum of the committee; and

4. questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

PART 20 - OFFICERS

20.1 DIRECTORS MAY APPOINT OFFICERS

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 FUNCTIONS, DUTIES AND POWERS OF OFFICERS

The directors may, for each officer:

1. determine the functions and duties of the officer;

2. entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

3. revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 QUALIFICATIONS

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act.* One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 REMUNERATION AND TERMS OF APPOINTMENT

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company; a pension or gratuity.

PART 21- INDEMNIFICATION

21.1 DEFINITIONS

In this Article 21:

1. "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

2. "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an **"eligible party")** or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

a) is or may be joined as a party; or

b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

3. "expenses" has the meaning set out in the *Business Corporations Act.*

21.2 MANDATORY INDEMNIFICATION OF DIRECTORS AND FORMER DIRECTORS

Subject to the *Business Corporations Act,* the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 INDEMNIFICATION OF OTHER PERSONS

Subject to any restrictions in the *Business Corporations Act,* the Company may indemnify any person.

21.4 NON-COMPLIANCE WITH *BUSINESS CORPORATIONS ACT*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 COMPANY MAY PURCHASE INSURANCE

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

1. is or was a director, alternate director, officer, employee or agent of the Company;

2. is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

3. at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

4. at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity,

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

PART 22 - DIVIDENDS

22.1 PAYMENT OF DIVIDENDS SUBJECT TO SPECIAL RIGHTS

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 DECLARATION OF DIVIDENDS

Subject to the *Business Corporations Act,* the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 NO NOTICE REQUIRED

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 RECORD DATE

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. (Pacific Time) on the date on which the directors pass the resolution declaring the dividend.

22.5 MANNER OF PAYING DIVIDEND

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of cash or of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 SETTLEMENT OF DIFFICULTIES

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

1. set the value for distribution of specific assets;
2. determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
3. vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 WHENDIVIDENDPAYABLE

Any dividend may be made payable on such date as is fixed by the directors.

22.8 DIVIDENDS TO BE PAID IN **ACCORDANCE WITH NUMBER OF SHARES**

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 RECEIPT BY JOINT SHAREHOLDERS

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 DIVIDEND BEARS NO INTEREST

No dividend bears interest against the Company.

22.11 FRACTIONAL DIVIDENDS

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 PAYMENT OF DIVIDENDS

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law

to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 CAPITALIZATION OF RETAINED EARNINGS OR SURPLUS

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

PART 23 - DOCUMENTS, RECORDS AND REPORTS

23.1 RECORDING OF FINANCIAL AFFAIRS

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act.*

-23.2 INSPECTION OF ACCOUNTING RECORDS

Unless the directors detennine otherwise, or unless otherwise detennined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

PART 24 - NOTICES

24.1 METHOD OF GIVING NOTICE

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or pennitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

1. mail addressed to the person at the applicable address for that person as follows:
   a) for a record mailed to a shareholder, the shareholder's registered address;
   b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
   c) in any other case, the mailing address of the intended recipient;
2. delivery at the applicable address for that person as follows, addressed to the person:
   a) for a record delivered to a shareholder, the shareholder's registered address;
   b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
   c) in any other case, the delivery address of the intended recipient;
3. sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
4. sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or
5. physical delivery to the intended recipient.

24.2 DEEMED RECEIPT OF MAILING

A notice, statement, report or other record that is:

1. mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

2. delivered to a person is deemed to be received by the person on the day it was delivered;

3. faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

4. e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

24.3 CERTIFICATE OF SENDING

A certificate or other document signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was sent as required by Article 24.1, is conclusive evidence of that fact.

24.4 NOTICE TO JOINT SHAREHOLDERS

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 NOTICE TO TRUSTEES

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

1. mailing the record, addressed to them:

   a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

   b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

2. if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

PART 25 - SEAL AND EXECUTION

25.1 SEAL AND EXECUTION OF DOCUMENTS

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of any of the following, or in the absence of a seal and if no authorized signatories are provided for by resolution, then documents may be executed on behalf of the Company by the following persons:

1. any two directors;

2. any officer, together with any director;

3. if the Company only has one director, that director; or

4. any one or more directors or officers or other persons as may be determined from time to time by the directors in respect of the specific record to be signed.

25.2 SEALING COPIES

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 MECHANICAL REPRODUCTION OF SEAL

The directors may authorize the seal to be impressed by third parties on share certificates, Acknowledgements, or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates, Acknowledgements, or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates, Acknowledgements, or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates, Acknowledgements, or bonds, debentures or other securities by the use of such dies. Share certificates, Acknowledgements, or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

PART 26 - PROHIBITIONS

26.1 DEFINITIONS

In this Article 26:

1. “designated security” means:

   a) a voting security of the Company;

   b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

   c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

2. “security” has the meaning assigned in the *Securities Act* (British Columbia);

3. “voting security” means a security of the Company that:

   a) is not a debt security, and

   b) carries a voting r1ght either under all circumstances or under some circumstances that have occurred and are continuing.

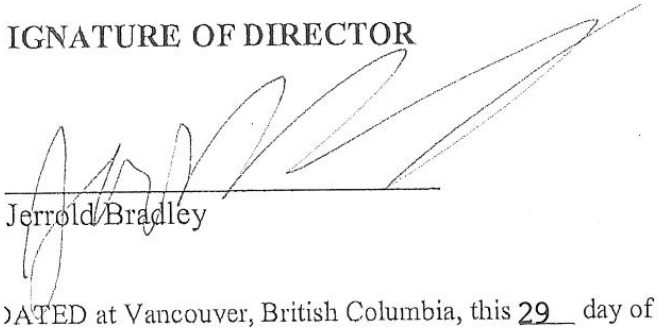
26.2 APPLICATION

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 CONSENT REQUIRED FOR TRANSFER OF SHARES OR DESIGNATED SECURITIES

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

IGNATURE OF DIRECTOR



Jerrold Bradley

)ATED at Vancouver, British Columbia, this 29 day of March, 2021.

Exhibit 1.3

Number: BC1296808

CERTIFICATE
OF
AMALGAMATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that 1232986 B.C. LTD., incorporation number BC1232986, and LINCOLN ACQUISITIONS CORP., incorporation number BC1216840 were amalgamated as one company under the name BYND CANNASOFT ENTERPRISES INC. on March 29, 2021 at 08:50 AM Pacific Time.

Issued under my hand at Victoria, British Columbia
On March 29, 2021

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

ELECTRONIC CERTIFICATE

Exhibit 4.1

BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made effective as of the 16th day of December, 2019,

AMONG:

LINCOLN ACQUISITIONS CORP., a corporation incorporated under the laws of the Province of British Columbia (the "**Acquiror**");

- and -

BYND – BEYOND SOLUTIONS LTD., a corporation incorporated under the laws of Israel ("**BYND**");

- and -

1232986 B.C. LTD., a corporation incorporated under the laws of British Columbia ("**Fundingco**");

- and -

THE HOLDERS OF ISSUED SHARES OF BYND together with those person(s) who will hold issued shares of BYND on the Closing Date (as hereinafter defined) described in Schedule "A" attached hereto (collectively referred to as the "**BYND Shareholder**s" and individually as a "**BYND Shareholders**");

WHEREAS:

A. Acquiror wishes to acquire a business and to list its common shares for trading on the Exchange;

B. BYND is in the business of developing, marketing and selling CRM software products and services;

C. On the Closing Date (as hereinafter defined), BYND will be the legal and beneficial owner of 100% of the issued shares of Cannasoft Holdco (as hereinafter defined) and Cannasoft Holdco will be the legal and beneficial owners of 74% of the issued shares of Cannasoft (as hereinafter defined);

D. Cannasoft is in the process of establishing a cannabis business in Israel and in connection therewith, is the owner of certain Israeli Cannabis Licencing Rights (as hereinafter defined) which when granted, will permit Cannasoft to cultivate, process and sell cannabis for medical use and testing;

E. Fundingco intends to conduct the Fundingco Seed Financing (as hereinafter defined) and the Fundingco Secondary Financing (as hereinafter defined) and to use the proceeds thereof to further advance both BYND's and Cannasoft's businesses and operations;

F. The Acquiror wishes to amalgamate with Fundingco and continue as one corporation, upon and subject to the terms and conditions set forth in this Agreement and in the Amalgamation Agreement (as hereinafter defined); and

G. The Acquiror wishes to purchase and acquire 100% of the issued and outstanding shares of BYND from the BYND Shareholders, upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 Defined Terms

The following terms have the following meanings in this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

(a) "**102 Options**" means options to purchase common shares of the Acquiror granted to individuals in accordance with the Resulting Issuer Option Plan;

(b) "**102 Trustee**" means the trustee appointed by BYND and the Acquiror in accordance with the provisions of the Ordinance and approved by the ITA to hold 102 Options granted to persons in Israel under Resulting Issuer Option Plan;

(c) "**103K Trustee**" means the trustee appointed by BYND and the Acquiror in accordance with the provisions of the Ordinance and approved by the ITA to hold the Resulting Issuer Consideration Shares to be issued to the BYND Shareholders and the BYND Shares transferred to the Resulting Issuer in connection with the Share Exchange Transaction for the purposes of Section 103K of the Ordinance;

(d) "**Acquiror Disclosure Record**" means all press releases and all other documents filed or otherwise publicly disseminated by Acquiror including without limitation, the offering document and related materials and information posted on the vested.ca website in connection with the Crowdfunding;

(e) "**Acquiror Shares**" means the common shares in the capital of Acquiror, as presently constituted;

(f) "**Acquiror Special Warrants**" collectively, means: (i) the 978,500 special warrants of the Acquiror issued to investors in connection with the Crowdfunding, (ii) the 200,000 compensation special warrants of the Acquiror issued to Vested Technology Corp. in connection with the Crowdfunding, and (iii) the 1,000,000 finders special warrants to be issued to the Finders prior to the Time of Closing, which Acquiror Special Warrants are now and immediately prior to the Amalgamation Transaction will be, convertible into Acquiror Shares on a 1:1 basis, for no additional consideration;

(g) "**Acquisitions**" collectively means the Share Exchange Transaction and the Amalgamation Transaction;

(h) "**Agreement**" means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this agreement;

(i) "**Amalgamation Agreement**" means the amalgamation agreement to be entered into by the Acquiror and Fundingco on or prior to the Closing Date to give effect to the Amalgamation Transaction;

(j) "**Amalgamation Transaction**" means the amalgamation transaction described in Section 2.01;

(k) "**Applicable Law**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

(l) "**BCCA**" means the *Business Corporations Act* (British Columbia) as amended and restated from time to time;

(m) "**Business**" means the business presently and heretofore carried on by Acquiror, BYND, Fundingco, Cannasoft or Cannasoft Holdco, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;

(n) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia;

(o) "**BYND Financial Statements**" collectively means audited financial statements of BYND for the year ended December 31, 2018 and the unaudited financial statements of BYND for the 9 month period ending September 30, 2019 attached hereto as Schedule "B";

(p) "**BYND Reorganization**" means a series of transactions to be completed by BYND, the BYND Shareholders, Cannasoft and Cannasoft Holdoco following which: (i) the BYND Shareholders will be the legal and beneficial owners of 100% of the issued and outstanding BYND Shares, (ii) BYND will be the legal and beneficial owner of 100% of the issued and outstanding Cannasoft Holdco Shares, (iii) Cannasoft Holdco will be the legal and beneficial owner of 74% of the issued and outstanding Cannasoft Shares, (iv) the Original Rights Holder will be the legal and beneficial owners of the remaining 26% of the issued and outstanding Cannasoft Shares, and (v) Cannasoft will directly or indirectly own the Israeli Cannabis Licensing Rights;

(q) "**BYND Shareholders**" means the persons as set forth and described in Schedule "A" to this Agreement who, on the Closing Date, will be the legal and beneficial owners of 100% of the issued and outstanding shares BYND Shares;

(r) "**BYND Shares**" means the shares in the capital of BYND of any class or series;

(s) "**Cannasoft**" means b.i.b.i Entrepreneurship and Investment Ltd**.**, a corporation formed pursuant to the laws of Israel;

(t) "**Cannasoft Holdco**" means Cannasoft Pharma 2019 Ltd., a corporation formed pursuant to the laws of Israel;

(u) "**Cannasoft Holdco Shares**" means shares in the capital of Cannasoft Holdco of any class or series;

(v) "**Cannasoft Shares**" means the shares in the capital of Cannasoft of any class or series;

(w) "**Certificate**" means a written certificate of a matter or matters of fact which, if required by a corporation, shall be made by a duly authorized officer of the corporation;

(x) "**Closing**" means the completion of the Acquisitions on the Closing Date pursuant to the terms and conditions contained in this Agreement;

(y) "**Closing Date**" means February 28, 2020 or such other date upon which Acquiror, BYND, Fundingco and the BYND Shareholders mutually agree;

(z) "**Crowdfunding**" means the sale by the Acquiror of 978,500 Acquiror Special Warrants to investors at a subscription price of $0.05 per special warrant, which raised gross proceeds of $48,925.00;

(aa) "**Documents**" means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to Acquiror or BYND, as the case may be, and any all rights in relation thereto;

(bb) "**Due Diligence Period**" means the period commencing on the Effective Date and ending on January 15, 2020;

(cc) "**Effective Date**" means the date of this Agreement;

(dd) "**Encumbrance**" means, whether or not registered or registerable or recorded or recordable, and regardless of how created or arising:

(i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal,

mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;

(ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;

(iii) an option or other right to acquire, or to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);

(iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levis and other charges imposed by any lawful authority;

(v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or

(vi) any agreement to create, or right capable of becoming, any of the foregoing;

(ee) "**Exchange**" means the Canadian Securities Exchange;

(ff) "**Exchange Policies**" means the policies of the Exchange in force from time to time;

(gg) "**Finders**" means those persons designated by the Acquiror to receive up to 1,000,000 Acquiror Special Warrants, prior to the Time of Closing;

(hh) "**Fundingco Class A Shares**" means the Class A common shares in the capital of Fundingco;

(ii) "**Fundingco Class B Shares**" means the Class B common shares in the capital of Fundingco;

(jj) "**Fundingco Secondary Financing**" means the offering by Fundingco, of Fundingco Secondary Financing Special Warrants to investors;

(kk) "**Fundingco Secondary Financing Price**" means the subscription price paid by investors for each Fundingco Secondary Financing Special Warrant pursuant to the Fundingco Secondary Financing, which price shall not be less than $0.20 special warrant;

(ll) "**Fundingco Secondary Financing Special Warrants**" means the special warrants of Fundingco to be issued to investors in connection with the Fundingco Secondary Financing, which Fundingco Secondary Financing Special Warrants will be when issued, convertible into Fundingco Class B Shares on a 1 for 1 basis, for no additional consideration;

(mm) "**Fundingco Seed Financing**" means the offering by Fundingco, of Fundingco Seed Financing Special Warrants to investors at a subscription price of $0.02 per special warrant;

(nn) "**Fundingco Seed Financing Special Warrants**" means the special warrants of Fundingco to be issued to investors in connection with the Fundingco Seed Financing, which Fundingco Seed Financing Special Warrants will be, prior to the Amalgamation, convertible into Fundingco Class A Shares on a 1 for 1 basis, for no additional consideration;

(oo) "**Fundingco Shares**" means collectively, the Fundingco Class A Shares and the Fundingco Class B Shares

(pp) "**Fundingco Subscriber**" means Ofir Avitan, the holder of the Fundingco Subscriber Share;

(qq) "**Fundingco Subscriber Share**" means the one (1) Fundingco Class A Share issued to the Fundingco Subscriber in connection with the incorporation of Fundingco;

(rr) "**generally accepted accounting principles**" means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;

(ss) "**Israeli Cannabis Licensing Rights**" means the rights, held by Cannasoft, to procure a license to cultivate, process and sell cannabis for medical use and testing;

(tt) "**ITA**" means the Israel Tax Authority, any successor thereto or any Taxing authority of the government of Israel;

(uu) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;

(vv) "**Material Adverse Change**" means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licences, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the party referred to which is, or could reasonably be expected to be, materially adverse to the business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;

(ww) "**NOP**" means the non-offering prospectus to be filed in British Columbia and such other jurisdictions (if any) as the parties may agree;

(xx) "**Ordinance**" means the Israeli Income Tax Ordinance, 1961, as amended, and the rules and regulations promulgated thereunder;

(yy) "**Original Rights Holder**" means Dalya Bzizinsky, the former holder of the Israeli Cannabis Licensing Rights;

(zz) "**Permits**" means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and order for the Acquiror, BYND, Fundingco or Cannasoft, as the case may be, to own and operate their respective assets and Business or for the status and qualification of the Acquiror, BYND, Fundingco or Cannasoft, as the case may be, to own and operate their respective assets and Business to carry on their respective Business;

(aaa) "**Person**" means an individual, company, corporation, body corporate, partnership, joint Acquiror, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;

(bbb) "**Profit Agreement**" means an agreement among the Original Rights Holder, Cannasoft, BYND and the Acquiror (or the Resulting Issuer, as applicable) which provides *inter alia* that any and all economic benefits derived from the assets held by Cannasoft from time to time, including without limitation, the Israeli Cannabis Licensing Rights, shall accrue to and be for the benefit of BYND;

(ccc) "**Regulatory and Third Party Approvals**" means all third party approvals required to be obtained prior to Closing for all of the transactions contemplated herein, including without limitation, all required approvals of the Exchange;

(ddd) "**Resulting Issuer**" means the corporation resulting from the Amalgamation Transaction;

(eee) "**Resulting Issuer Consideration Shares**" means the Resulting Issuer Shares to be issued by the Resulting Issuer to the BYND Shareholders in exchange for the BYND Shares in connection with the Share Exchange Transaction;

(fff) "**Resulting Issuer Option Plan**" means the stock option plan to be adopted by the Acquiror prior to the Time of Closing in such form as BYND and the Acquiror shall agree, acting reasonably;

(ggg) "**Resulting Issuer Shares**" means the common shares in the capital of the Resulting Issuer;

(hhh) "**Securities Act**" means the *Securities Act* (British Columbia), as amended and restated from time to time;

(iii) "**Share Exchange Transaction**" means the share exchange transaction described in Section 2.2(a);

(jjj) "**Tax Act**" means the *Income Tax Act* (Canada), as amended and restated from time to time;

(kkk) "**Time of Closing**" means 11:00 a.m. (Vancouver, B.C. local time) on the Closing Date or such other time upon which Acquiror, BYND and the BYND Shareholders mutually agree;

(lll) "**Trust Agreement**" means the trust agreement among Acquiror, BYND and the BYND Shareholders and the Trustee (in its capacity as the 102 Trustee and 103K Trustee), to be executed and delivered at the Closing, in the form and substance to be agreed upon between the parties and the Exchange, prior to Closing; and

(mmm) "**Trustee**" collectively, means the 102 Trustee and the 103K Trustee.

1.2 Schedules

The following schedules attached hereto constitute a part of this Agreement:

Schedule "A" – BYND Shareholders

Schedule "B" – BYND Financial Statements

1.3 Schedule References

Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement.

References in any schedule to this Agreement shall mean a reference to this Agreement. References to any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 Headings

The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.5 Interpretation

Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

1.6 Currency

Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.7 Knowledge

Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of the party, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the directors and senior executive officers of that party, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge.

2. THE BUSINESS COMBINATION

2.1 Business Combination Steps

Each of the parties hereto agrees to effect the combination of the respective businesses and assets of the Acquiror, Fundingco and BYND, by way of a series of steps or transactions including without limitation, the Secondary Financing, the Amalgamation Transaction and the Share Exchange Transaction. Each party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this Section 2.1, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

(a) **BYND Reorganization**. BYND, Cannasoft, Cannasoft Holdco and the BYND Shareholders shall use commercially reasonable efforts to complete the BYND Reorganization on or prior to the Closing Date.

(b) **Fundingco Financings**. Fundingco shall use commercially reasonable efforts to complete the Fundingco Seed Financing and the Fundingco Secondary Financing.

(c) **Acquiror Meeting**. The Acquiror shall duly call and convene a meeting of its shareholders (or in the alternative, the Acquiror may obtain approval of the holders of Acquiror Shares by consent resolution) at which the holders of Acquiror Shares will be asked to approve the Amalgamation Transaction, the Resulting Issuer Option Plan if required by the Exchange and, if required, the Share Exchange Transaction and the Acquiror shall use all commercially reasonable efforts to obtain the approval of the holders of Acquiror Shares for the foregoing matters.

(d) **Fundingco Meeting**.Fundingco shall duly call and convene a meeting of its shareholders (or in the alternative, the Fundingco may obtain approval of the holders of Fundingco Shares by consent resolution) at which the holders of Fundingco Shares will be asked to approve the Amalgamation Transaction and if required, the Share Exchange Transaction and Fundingco shall use all commercially reasonable efforts to obtain the approval of the holders of Fundingco.

(e) **The Amalgamation Transaction**. The Acquiror and Fundingco shall complete the Amalgamation Transaction as described in Section 2.2.

(f) **The Share Exchange Transaction**. Immediately following completion of the Amalgamation Transaction, the Acquiror and the BYND Shareholders shall complete the Share Exchange Transaction as described in Section 2.3.

2.2 The Amalgamation Transaction

Upon and subject to the terms and conditions of this Agreement, at the Time of Closing (but for greater certainty, immediately prior to completion of the Share Exchange Transaction), each of the Acquiror and Fundingco agree to amalgamate and continue as one corporation under such name as the parties hereto shall mutually agree (the "**Resulting Issuer**") pursuant to the provisions of the BCCA and in accordance with the terms more particularly set out in the Amalgamation Agreement to be entered into on the Closing Date (the "**Amalgamation Transaction**"), which Amalgamation Agreement shall provide *inter alia*:

(a) that the authorized capital of the Resulting Issuer be comprised of an unlimited number of Resulting Issuer Shares;

(b) that each holder of Acquiror Shares immediately prior to the Amalgamation Transaction, be issued one-half (1/2) of a Resulting Issuer Share for each Acquiror Share so held;

(c) that each holder of Acquiror Special Warrants immediately prior to the Amalgamation Transaction shall, as a result of the Amalgamation Transaction, thereafter be entitled to receive one-half (1/2) of a Resulting Issuer Shares for each Acquiror Special Warrant so held;

(d) that the Fundingco Subscriber be paid the sum of ($1.00) for the Fundingco Subscriber Share and that upon such payment, the Fundingco Subscriber Share shall be cancelled;

(e) that each holder of Fundingco Seed Financing Special Warrants immediately prior to the Amalgamation Transaction shall, as a result of the Amalgamation Transaction, thereafter be entitled to receive one (1) Resulting Issuer Share (or such other number of Resulting Issuer Shares as Fundingco and the Acquiror may in writing, agree) for each Fundingco Seed Financing Special Warrant so held; and

(f) that each holder of Fundingco Secondary Financing Special Warrants immediately prior to the Amalgamation Transaction shall, as a resulting of the Amalgamation Transaction, thereafter be entitled to receive one (1) Resulting Issuer Share (or such other number of Resulting Issuer Shares as Fundingco and the Acquiror may in writing, agree) for each Fundingco Secondary Financing Special Warrant so held.

2.3 The Share Exchange Transaction

Upon and subject to the terms and conditions of this Agreement (but for greater certainty, immediately following completion of the Amalgamation Transaction), each BYND Shareholder hereby agrees to sell, transfer and convey the BYND Shares owned by such BYND Shareholder at the Time of Closing, to the Resulting Issuer and the Resulting Issuer agrees to purchase all (but not less than all) of the BYND Shares from the BYND Shareholders, by the issuance to the BYND Shareholders pro rata (based on their proportional ownership of the BYND Shares), of the Resulting Issuer Consideration Shares, the number of which to be calculated in accordance with Section 2.4, at a deemed price per Resulting Issuer Consideration Share which is equal to the Fundingco Secondary Financing Price (the "**Share Exchange Transaction**").

2.4 Share Exchange Transaction - Purchase Price

The Acquiror, Fundingco and the BYND Shareholders agree that:

(a) the number of Resulting Issuer Shares which shall be issuable to the BYND Shareholders in connection with the Share Exchange Transaction (the "**Resulting Issuer Consideration Shares**"), together with

(b) the number of Resulting Issuer Shares which shall be issuable to holders of Fundingco securities as a result of the Amalgamation Transaction,

shall, in the aggregate, be equal to 23,070,750 Resulting Issuer Shares and for greater certainty, the number of Resulting Issuer Shares which shall be issuable to holders of Acquiror Shares and Acquiror Special Warrants Shares upon completion of the Share Exchange Transaction shall represent, in the aggregate, 5% of the total number of Resulting Issuer Shares which shall be issuable to the BYND Shareholders and the holders of Fundingco Special Warrants, unless otherwise agreed by BYND and Fundingco.

2.5 Share Exchange Transaction – BYND Shareholder Acknowledgements

Each BYND Shareholder hereby acknowledges and agrees with the Acquiror (and the Resulting Issuer), as follows:

(a) that the transfer of the BYND Shares to the Resulting Issuer (or the 103K Trustee as the case may be) and the issuance of the Resulting Issuer Consideration Shares to the BYND Shareholders (or the 103K Trustee on behalf of the BYND Shareholders as the case may be), in connection with the Share Exchange Transaction, will be made pursuant to appropriate exemptions (the "**Exemptions**") from the registration and prospectus (or equivalent) requirements of the applicable securities laws;

(b) as a consequence of acquiring the Resulting Issuer Consideration Shares pursuant to the Exemptions:

(i) the Resulting Issuer will be relying on an exemption from the requirements to provide the BYND Shareholders with a prospectus to sell securities through a person registered to sell securities under the Securities Act and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Act, including statutory rights of rescission or damages, will not be available to the BYND Shareholders;

(ii) the BYND Shareholders may not receive information that might otherwise be required to be provided to the BYND Shareholders, and the Resulting Issuer will be relieved from certain obligations that would otherwise apply under the Securities Act if the Exemptions were not being relied upon by the Resulting Issuer;

(iii) there is no government or other insurance covering the Resulting Issuer Consideration Shares;

(iv) there are risks associated with the acquisition of the Resulting Issuer Consideration Shares;

(v) there are restrictions on the BYND Shareholder's ability to resell the Resulting Issuer Consideration Shares and it is the responsibility of each BYND Shareholder to find out what those restrictions are and to comply with them before selling the Resulting Issuer Consideration Shares; and

(vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Resulting Issuer Consideration Shares;

(c) each BYND Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Law of that jurisdiction which applies to the sale of the BYND Shares and the issuance of the Resulting Issuer Consideration Shares and which may impose restrictions on the resale of such Resulting Issuer Consideration Shares in that jurisdiction and it is the responsibility of each BYND Shareholder to become aware of what those trade restrictions are, and to comply with them before selling the Resulting Issuer Consideration Shares; and

(d) the Resulting Issuer Consideration Shares may be subject to certain resale restrictions under Applicable Law and the BYND Shareholders agree to comply with such restrictions and the BYND Shareholders also acknowledge that the certificates for the Resulting Issuer Consideration Shares may bear a legend or legends respecting restrictions on transfers as required under Applicable Law and that each BYND Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions.

2.6 Share Exchange Transaction - Purchase of Entire Interest

It is the understanding of the parties hereto that this Agreement shall provide for the purchase of all of the BYND Shares that are owned or held by the BYND Shareholders at the Time of Closing, whether same are owned as at the Effective Date or to be acquired after the Effective Date, and the BYND Shareholders therefore covenant and agree with Acquiror (and the Resulting Issuer) that if prior to the Closing Date they acquire any further shares or securities of BYND or rights to acquire any shares or securities of BYND in addition to those set forth in this Agreement, then such shares or securities of BYND shall be subject to the terms of this Agreement, and such shares or securities of BYND shall be delivered or such rights shall be transferred to Acquiror at the Time of Closing, without the payment of any additional or further consideration.

2.7 Share Exchange Transaction - Delivery of Shares

Subject to the fulfilment of all of the terms and conditions hereof (unless waived as herein provided), at the Time of Closing of the Share Exchange Transaction:

(a) the BYND Shareholders shall deliver to the Resulting Issuer or, if required by the 103K Ruling or 103K Interim Ruling (as hereinafter defined), to the 103K Trustee on behalf of the Resulting Issuer, certificates or equivalents representing the BYND Shares, duly registered to the Resulting Issuer or, if required by the 103K Ruling, to the 103K Trustee on behalf of the Resulting Issuer, or as it may otherwise direct in writing; and

(b) the Resulting Issuer shall issue and deliver to the 103K Trustee on behalf of the BYND Shareholders, certificates representing the Resulting Issuer Consideration Shares, duly registered to BYND Shareholders, or if required by the 103K Ruling or 103K Interim Ruling, to the 103K Trustee on behalf of the BYND Shareholders, or as they may otherwise direct in writing.

3. CHANGE IN DIRECTORS AND OFFICERS

3.1 Resignations

At the Time of Closing and subject to delivery of mutual releases acceptable to the Resulting Issuer and BYND and the individuals as hereinafter described, the Acquiror shall deliver the resignation of the then directors and officers of the Acquiror who are not continuing as directors and officers of the Resulting Issuer.

3.2 New Directors

Effective as of the Closing and subject to prior Exchange approval, the Acquiror agrees that Moti Maram, Avner Tal and Yftah Ben Yaackov, together with such other person(s) as BYND may designate, will be appointed as directors of the Resulting Issuer.

4. TAX RULINGS

4.1 103K Tax Ruling

BYND and the BYND and the BYND Shareholders have prepared and filed with the ITA, an application for a ruling (or an interim ruling):

(a) permitting each BYND Shareholder to defer any applicable Israeli Tax, if applied, with respect to his/her/its portion of the Resulting Issuer Consideration Shares received pursuant to the Share Exchange Transaction, until: (ii) the sale, transfer or other conveyance for cash of Resulting Issuer Consideration Shares by any such BYND Shareholder, or (ii) such other date set forth in Section 103K of the Ordinance; and

(b) if required, permitting the Acquiror to defer any applicable Israeli Tax, if applied, with respect to any further sale, transfer or conveyance by the Acquiror of the BYND Shares acquired from the BYND Shareholders pursuant to the Share Exchange Transaction, until: (ii) the sale, transfer or other conveyance for cash of such BYND Shares, or (ii) such other date set forth in Section 103K of the Ordinance

(collectively, the "**103K Tax Ruling**");

4.2 Interim Ruling

If the 103K Tax Ruling is not granted prior to the Closing Date, BYND shall seek to receive, prior to the Closing Date, an interim Tax ruling confirming among other things that the Acquiror and anyone acting on its behalf will be exempt from Israeli withholding Tax in relation to any transfer or issuance of shares to the 103K Trustee (which ruling may be subject to customary conditions regularly associated with such a ruling) (the "**Interim 103K Tax Ruling**").

4.3 Cooperation

The Acquiror shall cooperate with BYND, the BYND Shareholders and their Israeli counsel with respect to the preparation and filing of such application and in the preparation of any written or oral submissions that may be necessary, proper or advisable in order to obtain the 103K Tax Ruling and if applicable, the Interim 103K Tax Ruling.

5. COVENANTS AND AGREEMENTS

5.1 Given by Acquiror

From and including the Effective Date through to and including the Time of Closing, or for such other period(s) as may be set forth below, the Acquiror covenants and agrees with BYND, Fundingco and the BYND Shareholders, that the Acquiror will:

(a) until the expiry of the Due Diligence Period, permit representatives of BYND, Fundingco, Cannasoft and the BYND Shareholders full access during normal business hours to Acquiror's documents including, without limitation, all of the assets, contracts, financial records and minute books of Acquiror, so as to permit such investigation of Acquiror as BYND and Fundingco deem reasonably necessary;

(b) use its reasonable commercial efforts to obtain, in a timely manner, all necessary Acquiror shareholder approvals (if deemed necessary) and Regulatory and Third Party Approvals for the transactions contemplated hereunder which the Acquiror is required to obtain, and if shareholder approval is sought, to have insiders of Acquiror enter into voting agreements with BYND whereby such insiders agree to vote their shares in favour of the transactions contemplated hereunder;

(c) use commercially reasonable efforts to approve and adopt the Resulting Issuer Option Plan in accordance with Exchange requirements, including if applicable, obtaining shareholder approval;

(d) as soon as practicable after the Effective Date, file the preliminary NOP in British Columbia and such other jurisdictions (if any) as the parties may agree for the purposes of: (i) qualifying the issuance of the Resulting Issuer Shares upon the conversion of the Acquiror Special Warrants; (ii) qualifying the issuance of the Resulting Issuer Shares upon the conversion of the Fundingco Seed Financing Special Warrants; (iii) qualifying the issuance of the Resulting Issuer Shares upon the conversion of the Fundingco Secondary Financing Special Warrants; (iv) qualifying, to the extent possible, all previously issued shares of the Acquiror; (v) becoming a reporting issuer in those jurisdictions; and (vi) satisfying an anticipated condition to the Resulting Issuer listing on the CSE;

(e) co-operate with Fundingco, in Fundingco's efforts to complete the Fundingco Secondary Financing such that the closing of the Fundingco Secondary Financing will occur prior to or concurrently with the Closing;

(f) use its reasonable commercial efforts to obtain Exchange approval to list the common shares of the Resulting Issuer for trading on the Exchange;

(g) not take any action which would reasonably be expected to result in the Exchange refusing to list its common shares for trading;

(h) use its reasonable commercial efforts to ensure that any escrow conditions required by the Exchange on the Resulting Issuer Consideration Shares or the Resulting Issuer Shares issued upon conversion of the Fundingco Seed Financing Special Warrants or the Fundingco Secondary Financing Special Warrants is the least restrictive as possible in the circumstances;

(i) not carry on any business or activity except as may be necessary for the Acquiror to complete the Acquisitions as contemplated herein and except where to do so would not material adversely affect the completion of the transactions under this Agreement;

(j) not issue any securities and not enter into any agreement or understanding with any other party other to issue any securities, without the prior written consent of BYND and Fundingco, such consent not to be unreasonably withheld;

(k) not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than BYND, Fundingco, Cannasoft and the BYND Shareholders), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of it;

(l) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 7.1 and 7.2 and to close the Acquisitions and related transactions;

(m) use its commercially reasonable efforts to conduct its affairs so that the representations and warranties of Acquiror contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(n) use its commercially reasonable efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of Acquiror for the performance by Acquiror of its obligations under this Agreement prior to the Closing;

(o) notify BYND, Fundingco and Cannasoft immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and

(p) ensure that Acquiror complies in all respects with the foregoing covenants of this Agreement.

5.2 Given by BYND, Fundingco and the BYND Shareholders

From and including the Effective Date through to and including the Time of Closing, or for such other period(s) as may be set forth below, each of BYND, Fundingco and the BYND Shareholders covenant and agree with Acquiror, that they will:

(a) until expiry of the Due Diligence Period, permit representatives of Acquiror, at their own cost, full access during normal business hours to each of BYND's, Fundingco's and Cannasoft's documents including, without limitation, all of the assets, contracts, financial records and minute books of BYND, Fundingco and Cannasoft, so as to permit Acquiror to make such investigation of BYND, Fundingco and Cannasoft as Acquiror deems necessary;

(b) use commercially reasonable efforts to complete any steps required in Israel and any other jurisdiction which they may be subject to complete the Acquisitions and the corollary transactions;

(c) prepare the NOP together with any other documents required by Applicable Law in connection therewith as promptly as reasonably practicable following execution of this Agreement;

(d) provide to Acquiror all such further documents, instruments and materials and do all such acts and things as may be reasonably required by Acquiror to seek the Regulatory and Third Party Approvals, including, without limiting the foregoing, providing all relevant information concerning it and its Business operations and financial statements for inclusion in the NOP, or any amendments or supplements to the NOP;

(e) preserve and protect the goodwill, assets, Business and undertaking of BYND, Fundingco and Cannasoft;

(f) use its commercially reasonable efforts to obtain all required third party consents, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements, to be able to complete the Acquisitions, on Closing, as contemplated herein;

(g) use commercially reasonable efforts to complete the Fundingco Secondary Financing such that the closing of the Fundingco Secondary Financing will occur on or prior to the Time of Closing;

(h) co-operate with Acquiror, in Acquiror's efforts to obtain all required Regulatory and Third Party Approvals;

(i) carry on the Business of BYND, Fundingco and Cannasoft, as the case may be, in the ordinary course in a reasonable and prudent manner and as otherwise contemplated by this Agreement;

(j) except as set out in this Agreement, not enter into any agreement or understanding with any other party to issue any securities of BYND, Fundingco or Cannasoft without the prior written consent of Acquiror, such consent not to be unreasonably withheld;

(k) not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than Acquiror), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of BYND, Fundingco or Cannasoft;

(l) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;

(m) use its commercially reasonable efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of BYND, Fundinco and of Cannasoft for the performance of their respective obligations under this Agreement prior to the Time of Closing;

(n) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 7.1 and 7.3 and to close the Acquisitions and related transactions by the Closing Date;

(o) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(p) notify Acquiror immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect; and

(q) ensure that it complies in all respects with the foregoing covenants of this Agreement.

6. TRANSACTIONS EXPENSES

Each of the parties to this Agreement will bear all costs and expenses incurred by such party in negotiating and preparing the Agreement and in Closing and carrying out the transactions contemplated by the Agreement. All costs and expenses related to satisfying any condition or fulfilling any covenant contain in this Agreement will be borne by the party whose responsibility it is to satisfy the outstanding condition or fulfill the covenant in question.

7. CONDITIONS PRECEDENT

7.1 In favour of all parties

The obligations of all parties to complete the Acquisitions contemplated herein, are subject to the fulfillment of the following conditions prior to the Time of Closing, or such other time as herein provided:

(a) BYND, the BYND Shareholders, Cannasoft and Cannasoft Holdco shall have completed the BYND Reorganization;

(b) Fundingco shall have closed or shall close at the Time of Closing the Fundingco Secondary Financing raising such amount of capital as is necessary such that, upon completion of the Acquisitions, the Resulting Issuer shall satisfy the Exchange's financial resources listing requirements as described in Section 1.4 and if applicable, Section 1.5 of Appendix A to Exchange Policy 2;

(c) the Original Rights Holder, Cannasoft, BYND and the Acquiror shall have entered into the Profit Agreement in such form as the parties thereto shall agree, acting reasonably;

(d) the receipt from the Exchange of conditional listing approval for the Resulting Issuer Shares that will be outstanding upon completion of the Acquisitions and upon conversion of the Acquiror Special Warrants, the Fundingco Seed Financing Special Warrants and the Fundingco Secondary Financing Special Warrants;

(e) the Acquiror shall have received an invitation from the applicable securities regulatory authorities, to file and obtain a receipt for the final NOP;

(f) the receipt of approval of the board of directors of Acquiror, BYND and Fundingco to this Agreement and all other documents relating to the Acquisitions;

(g) the receipt of all approvals of the shareholders of the Acquiror and of the shareholders of BYND and Fundingco, as may be required by applicable corporate or securities laws;

(h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisitions;

(i) all consents, orders and approvals required for the completion of the Acquisitions and transactions ancillary thereto shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably, including without limitation the receipt of all necessary Regulatory and Third Party Approvals; and

(j) the Agreement shall have not been terminated in accordance with Article 12 of this Agreement.

7.2 In favour of Acquiror

The Acquiror's obligations to complete the Acquisitions contemplated herein, are subject to the fulfilment of the following conditions prior to Time of Closing, or such other time as herein provided:

(a) prior to expiry of the Due Diligence Period, the Acquiror shall have completed its due diligence review of BYND, Fundingco and Cannasoft to the Acquiror's satisfaction, acting reasonably;

(b) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, condition (financial or otherwise) or affairs of BYND, Fundingco or Cannasoft (considered on a consolidated basis) since November 11, 2019;

(c) the representations and warranties of BYND, Fundingco and the BYND Shareholders contained in this Agreement shall be true and correct in all material respects as of the Closing Date, other than: (i) as expressly contemplated herein, or (ii) as a result of any change agreed upon in writing by the parties, and each of BYND, Fundingco and the BYND Shareholders shall have complied with all covenants required to have been performed by them at or before the Closing and the Acquiror shall have received a certificate of each of BYND, Fundingco and the BYND Shareholders certifying as such;

(d) no legal proceeding shall be pending or threatened in writing wherein an unfavourable judgment, order, decree, stipulation or injunction would (A) prevent consummation of any component of the Acquisitions or any transaction related to the Acquisitions, or (B) cause any component of the Acquisitions or any transaction related to the Acquisitions to be rescinded following consummation;

(e) no inquiry or investigation (whether formal or informal) in relation to BYND, Fundingco or Cannasoft or their respective directors, officers or shareholders, as applicable, shall have been commenced or threatened by any securities commission or other federal, provincial, state or local regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could result in a Material Adverse Change on the business and affairs of BYND, Fundingco or Cannasoft after giving effect to the Acquisitions;

(f) all documents necessary, in the view of counsel to Acquiror acting reasonably, to complete the Acquisitions shall have been delivered at the Closing;

(g) if a shareholders' meeting of Acquiror is convened to approve the Acquisitions, the shareholders of Acquiror will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Acquiror as contemplated hereby;

(h) the board of directors of the Acquiror will have given all necessary approvals for the entry into of this Agreement and all transactions contemplated hereby to be completed by the Acquiror; and

(i) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the Acquisitions (including documents to be delivered pursuant to section 10.2) will be completed and reasonably satisfactory in form and substance to Acquiror's counsel, acting reasonably, and Acquiror will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of Acquiror and may be waived by it in whole or in part on or before the Time of Closing.

7.3 In favour of BYND, Fundingco and the BYND Shareholders

The respective obligations of BYND, Fundingco and the BYND Shareholders to complete the Acquisitions contemplated herein, are subject to the fulfilment of the following conditions prior to Time of Closing, or such other time as herein provided:

(a) prior to expiry of the Due Diligence Period, BYND, Fundingco and the BYND Shareholders shall each have completed its due diligence review of the Acquiror to their satisfaction, acting reasonably;

(b) the Resulting Issuer shall, upon issuance of a final receipt for the NOP, have not less than the minimum number of security holders holding: (i) Acquiror Shares, or (ii) securities exchangeable into Acquiror Shares as is necessary to satisfy the Exchange's minimum listing requirements;

(c) (i) each Resulting Issuer Consideration Share issuable pursuant to the Share Exchange Transaction, (ii) each Resulting Issuer Share issuable upon conversion of the Fundingco Seed Financing Special Warrants as a result of the Amalgamation Transaction, and (iii) each Resulting Issuer Share issuable upon conversion of the Fundingco Secondary Financing Special Warrants as a result of the Amalgamation Transaction, shall in each case be issued or shall be issuable (as the case may be) as a fully paid and non-assessable shares in the capital of the Resulting Issuer, free and clear of any Encumbrances escrow conditions or restrictions on trading other than imposed by applicable securities laws or the Exchange;

(d) BYND shall have obtained either the 103K Tax Ruling or the Interim 103K Tax Ruling;

(e) the director nominees of BYND shall have been appointed to the board of directors of the Resulting Issuer;

(f) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, condition (financial or otherwise) or affairs of the except for the expenditure of funds or incurrence of accrued liabilities required to maintain the Acquiror's status as a company in good standing in its jurisdiction of incorporation or as otherwise required in connection with the completion of the Acquisitions;

(g) the representations and warranties of the Acquiror contained in this Agreement shall be true and correct in all material respects as of the Closing Date and the Acquiror shall have complied with all covenants required to have been performed by it at or before the Closing and BYND shall have received a certificate of Acquiror certifying as such;

(h) no legal proceeding shall be pending or threatened in writing wherein an unfavourable judgment, order, decree, stipulation or injunction would (A) prevent consummation of any component of the Acquisitions or any transaction related to the Acquisitions, or (B) cause any component of the Acquisitions or any transaction related to the Acquisitions to be rescinded following consummation;

(i) no inquiry or investigation (whether formal or informal) in relation to the Acquiror or its directors, officers or shareholders shall have been commenced or threatened by any securities commission or other federal, provincial, state or local regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could result in a Material Adverse Change on the business and affairs of the Resulting Issuer after giving effect to the Transaction;

(j) all directors and officers of the Acquiror shall have delivered resignations in form and substance acceptable to BYND, acting reasonably, and no termination, severance or other fees shall be payable to any such directors or officers of the Acquiror in connection with such resignations;

(k) the board of directors of BYND, Fundingco and Cannasoft will have given all necessary approvals for the entry into of this Agreement and all transactions contemplated hereby to be completed by BYND, Fundingco Cannasoft and the BYND Shareholders;

(l) if a shareholders' meeting of Fundingco is convened to approve the Acquisitions, the shareholders of Fundingco will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Fundingco as contemplated hereby; and

(m) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to section 10.3), will be completed and reasonably satisfactory in form and substance to BYND's counsel acting reasonably, and they will have received all executed counterpart original and certified or other copies of such documents as they may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of BYND, Fundingco and the BYND Shareholders and may be waived by BYND for itself, Fundingco and on behalf of the BYND Shareholders, in whole or in part on or before the Time of Closing.

8. REPRESENTATIONS AND WARRANTIES

8.1 Concerning Acquiror

In order to induce BYND, Fundingco and the BYND Shareholders to enter into this Agreement and complete their respective obligations hereunder, the Acquiror represents and warrants to BYND, Fundingco and the BYND Shareholders that:

(a) the Acquiror is a valid and subsisting corporation duly incorporated and in good standing under the laws of the Province of British Columbia;

(b) the Acquiror is not a "reporting issuer" in any jurisdiction of Canada as that term is defined in the Securities Act and is not in material default of any requirement of the Securities Act;

(c) the Acquiror is duly registered and licenced to carry on business in the jurisdictions in which it carries on Business or owns property where so required by the laws of that jurisdiction and are not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) the Acquiror has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the Acquisitions and related transactions and to carry out its obligations hereunder and the this Agreement and the Acquisitions have been duly authorized, or will have been prior to the Time of Closing, by all necessary shareholder (if necessary) and corporate action on the part of the Acquiror and this Agreement constitutes a valid and binding obligation of the Acquiror in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(e) the execution and delivery of this Agreement and the performance of its obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of the Acquiror, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which the Acquiror is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Acquiror is bound;

(ii) result in the violation of any law, ordinance, statute, regulation, by- law, order or decree of any kind whatsoever by the Acquiror; or

(iii) violate any resolutions of the directors or shareholders of the Acquiror;

(f) the authorized capital of the Acquiror consists of an unlimited number of common shares, of which 250,000 Acquiror Shares are issued and outstanding, as fully paid and non-assessable shares;

(g) 978,500 Acquiror Special Warrants have been duly authorized and issued to investors pursuant to the Crowdfunding;

(h) 200,000 Acquiror Special Warrants have been duly authorized and issued to Vested Technology Corp. in connection with the Crowdfunding;

(i) the Acquiror has authorized the issuance of an additional 1,000,000 Acquiror Special Warrants to be issued to the Finders, prior to the Time of Closing;

(j) each Acquiror Special Warrant is convertible into one (1) Acquiror Share, for no additional consideration;

(k) there are at least 170 holders of Acquiror Special Warrants;

(l) each holder of Acquiror Special Warrants holds a sufficient number of Acquiror Special Warrants such that, upon conversion into Acquiror Shares, each such holder would receive a sufficient number of Acquiror Shares as to constitute a Board Lot (as such term is defined by Exchange policy);

(m) upon completion of the Amalgamation Transaction, each holder of Acquiror Special Warrants will hold a sufficient number of Acquiror Special Warrants such that, upon conversion into Resulting Issuer Shares, each such holder will receive a sufficient number of Resulting Issuer Shares as to constitute a Board Lot (as such term is defined by Exchange policy);

(n) except in respect of the transactions contemplated herein and except for: (i) the Acquiror Shares issuable upon conversion of the currently issued Acquiror Special Warrants, and (ii) the 1,000,000 Acquiror Shares which will be issuable to the Finders upon conversion the 1,000,000 Acquiror Special Warrants to be issued to the Finders prior to the Time of Closing, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Acquiror or any other security convertible into or exchangeable for any such shares, or to require Acquiror to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(o) since its incorporation, except with respect to the transactions contemplated herein, the Acquiror has conducted no business other than completion of the Crowdfunding and the negotiation of the Acquisitions;

(p) the Acquiror is the legal and beneficial owner of and has good and marketable title, free and clear of any Encumbrances, to its properties, Business and assets, and all agreements to which Acquiror holds an interest in a property, business or assets are in good standing according to their terms;

(q) the Acquiror has not incurred any debts or liabilities, absolute contingent or otherwise and the Acquiror has not granted any general security over its assets or security in any particular asset;

(r) the Acquiror Disclosure Record and all financial and other information provided to BYND, Fundingco and the BYND Shareholders do not contain any misrepresentations (as such term is defined in the Securities Act) and do not omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

(s) any financial statements filed in the Acquiror Disclosure Record have been prepared in accordance with generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Acquiror, as of the date thereof, and there have been no Adverse Material Changes in the financial position of the Acquiror since the date thereof and the Business of the Acquiror has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(t) the Acquiror has complied fully in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Securities Act in relation to the issue of its securities;

(u) the Acquiror is in material compliance with all applicable laws, regulations and statutes in the jurisdictions in which it carries on business and which may materially affect the Acquiror, and the Acquiror has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the Business of the Acquiror or the business or legal environment under which the Acquiror operates;

(v) the Acquiror has all Permits under all applicable laws and regulations necessary for the operation of the Business carried on or proposed to be commenced by the Acquiror and each Permit is valid, subsisting and in good standing and Acquiror is not in default or breach of any Permit, and no proceeding is pending or to the best of the knowledge of the Acquiror, after due inquiry, threatened to revoke or limit any Permit;

(w) the Acquiror is not a party to any actions, suits or proceedings which could materially affect its Business or financial condition, and to the best of the Acquiror's knowledge, no such actions, suits or proceedings are contemplated or have been threatened;

(x) there are no judgments against the Acquiror which are unsatisfied, nor are there any consent decrees or injunctions to which the Acquiror is subject;

(y) no order ceasing, halting or suspending trading in securities of the Acquiror nor prohibiting the sale of such securities has been issued to and is outstanding against the Acquiror; and no investigations or proceedings for such purposes are pending or threatened;

(z) all tax returns and reports of the Acquiror required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of the Acquiror have been paid;

(aa) adequate provision has been made for taxes payable by the Acquiror for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by the Acquiror;

(bb) the Acquiror does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Tax Act*);

(cc) the Acquiror has not incurred and, except for the Acquiror Special Warrants to be issued to the Finders, will not incur any liability for brokers or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

(dd) the Acquiror's constating documents are in the form contained in its minute book and no modifications or alterations have been proposed or approved by its shareholders;

(ee) upon their issuance following a final receipt being issued for the NOP, the Resulting Issuer Shares to be issued to holders of Acquiror Special Warrants following the Amalgamation Transaction, will be validly issued and outstanding as fully paid and non-assessable shares of the Resulting Issuer, free and clear of any free and clear of any Encumbrances, escrow conditions or restrictions on trading other than any that may be imposed by the Exchange or under applicable securities laws;

(ff) upon their issuance following a final receipt being issued for the NOP, the Resulting Issuer Shares to be issued to holders of Fundingco Seed Financing Special Warrants following the Amalgamation Transaction, will be validly issued and outstanding as fully paid and non-assessable shares of the Resulting Issuer, free and clear of any free and clear of any Encumbrances, escrow conditions or restrictions on trading other than any that may be imposed by the Exchange or under applicable securities laws;

(gg) upon their issuance following a final receipt being issued for the NOP, the Resulting Issuer Shares to be issued to holders of Fundingco Secondary Financing Special Warrants following the Amalgamation Transaction, will be validly issued and outstanding as fully paid and non-assessable shares of the Resulting Issuer, free and clear of any free and clear of any Encumbrances, escrow conditions or restrictions on trading other than any that may be imposed by the Exchange or under applicable securities laws;

(hh) upon their issuance following a final receipt being issued for the NOP, the Resulting Issuer Consideration Shares to be issued in connection with the Share Exchange Transaction, will be validly issued and outstanding as fully paid and non-assessable shares of the Resulting Issuer, free and clear of any Encumbrances, escrow conditions or restrictions on trading other than imposed by applicable securities laws or the Exchange;

(ii) since its date of incorporation, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of Acquiror or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business or assets of the Acquiror or the right or capacity of the Acquiror to carry on its Business; and

(jj) to the best of the Acquiror's knowledge, information and belief, all documents and written information delivered by the Acquiror or its representatives under this Agreement to BYND, Fundingco or the BYND Shareholders or any of their respective representatives, are complete and correct in all material respects; and

(kk) to the best of the Acquiror's knowledge, information and belief, neither the Acquiror nor its management has withheld from BYND, Fundingco or the BYND Shareholders, any material information necessary to enable any of them to make an informed assessment and valuation of the Business, assets and liabilities of the Acquiror.

8.2 Concerning BYND, Cannasoft and Cannasoft Holdco

In order to induce Acquiror to enter into this Agreement and complete its obligations hereunder, BYND represents and warrants to Acquiror that:

(a) each of BYND, Cannasoft and Cannasoft Holdco is a valid and subsisting corporation duly incorporated under the laws of the State of Israel;

(b) none of BYND, Cannasoft nor Cannasoft Holdco is a "reporting issuer" in any jurisdiction of Canada as that term is defined in the Securities Act and none of them are in material default of any requirement of the Securities Act;

(c) each of BYND, Cannasoft and Cannasoft Holdco is duly registered and licenced to carry on business in the jurisdictions in which it carries on Business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) each of BYND, Cannasoft and Cannasoft Holdco has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the Share Exchange Transaction and related transactions and to carry out its obligations hereunder and this Agreement and the Share Exchange Transaction have been duly authorized, or will have been prior to the Time of Closing, by all necessary shareholder and corporate action on the part of BYND, Cannasoft and Cannasoft Holdco, and the Agreement constitutes a valid and binding obligation of BYND in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(e) since its incorporation, Cannasoft has conducted no business other than matters in contemplation of the BYND Reorganization;

(f) since its incorporation, Cannasoft Holdco has conducted no business other than matters in contemplation of the BYND Reorganization;

(g) since its incorporation, BYND has conducted no business other than developing, marketing and selling CRM software products and services;

(h) the execution and delivery of this Agreement and the performance of BYND's obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of BYND, Cannasoft or Cannasoft Holdco, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which BYND, Cannasoft or Cannasoft Holdco is a party, or by which any of them is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which any of them is bound; or

(ii) to the best of its knowledge, result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind;

(i) immediately before the Closing, those persons set forth in Schedule "A" attached hereto (being the BYND Shareholders), shall be the legal and beneficial owner of 100% of the issued and outstanding BYND Shares as fully paid and non-assessable shares**,** in the proportions set forth in Schedule "A"**;**

(j) except for the currently issued BYND Shares, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" (as that term is defined in the Securities Act) of BYND, or any right to acquire any of the same, and, except as is provided for in this Agreement, to the best of its knowledge, there are no options, agreements, rights of first refusal or other rights of any kind whatsoever to acquire all or any part of the BYND Shares or any interest in them from the BYND Shareholders or from any one of them;

(k) on the Closing Date, the following parties shall be legal and beneficial owners of 100% of the issued and outstanding Cannasoft Shares as set forth below, and all such Cannasoft Shares are issued as fully paid and non-assessable shares:

Shareholder	Percentage of Cannasoft Shares Held

Cannasoft Holdco	76%
Original Rights Holder	24%

(l) except for the Cannasoft Shares held as described in Section 8.2(k), on the Closing Date: (i) there will be no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" (as that term is defined in the Securities Act) of Cannasoft, or any right to acquire any of the same, and (ii) there will be no options, agreements, rights of first refusal or other rights of any kind whatsoever to acquire all or any part of the Cannasoft Shares or any interest in them from any holder thereof;

(m) on the Closing Date, BYND shall be the legal and beneficial owner of 100% of the issued and outstanding Cannasoft Holdco Shares, as fully paid and non- assessable shares;

(n) except for the Cannasoft Holdco Shares held by BYND, on the Closing Date: (i) there will be no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" (as that term is defined in the Securities Act) of Cannasoft Holdco, or any right to acquire any of the same, (ii) and there will be no options, agreements, rights of first refusal or other rights of any kind whatsoever to acquire all or any part of the Cannasoft Holdco Shares or any interest in them from any holder thereof;

(o) each of BYND, Cannasoft and Cannasoft Holdco is in material compliance with all applicable laws, regulations and statutes in the jurisdictions in which it carries on business and which may materially affect any of them, and none of them have received a notice of non-compliance, nor does BYND know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and BYND is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the Business of BYND, Cannasoft or Cannasoft Holdco or the business or legal environment under which any of them operates;

(p) each of BYND, Cannasoft and Cannasoft Holdco has all Permits under all applicable laws and regulations necessary for the operation of the Business carried on or proposed to be commenced by it and each such Permit is valid, subsisting and in good standing and neither BYND, Cannasoft or Cannasoft Holdco is in material default or breach of any Permit, and no proceeding is pending or to the best of BYND's knowledge, threatened to revoke or limit any Permit;

(q) neither BYND, Cannasoft nor Cannasoft Holdco is a party to any actions, suits or proceedings which could materially affect its Business or financial condition, and to the best of BYND's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(r) there are no judgments against BYND, Cannasoft or Cannasoft Holdco which are unsatisfied, nor are there any consent decrees or injunctions to which any of them is subject;

(s) no order ceasing, halting or suspending trading in securities of BYND, Cannasoft or Cannasoft Holdco nor prohibiting the sale of such securities has been issued to and is outstanding against BYND, Cannasoft or Cannasoft Holdco; and no investigations or proceedings for such purposes are pending or threatened;

(t) all tax returns and reports of BYND, Cannasoft and Cannasoft Holdco required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of BYND, Cannasoft and Cannasoft Holdco have been paid;

(u) adequate provision has been made for taxes payable by BYND, Cannasoft and Cannasoft Holdco for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by any of them;

(v) to the best of BYND's knowledge, BYND is not aware of any contingent tax liabilities of BYND, Cannasoft or Cannasoft Holdco of any kind whatsoever or any grounds which would prompt a reassessment of BYND, Cannasoft or Cannasoft Holdco;

(w) each of BYND, Cannasoft and Cannasoft Holdco has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which any of them carries on business;

(x) each of BYND's, Cannasoft's and Cannasoft Holdco's constating documents are in the form contained in its respective minute book and no modifications or alterations have been proposed or approved by its shareholders;

(y) the books and records of BYND, Cannasoft and Cannasoft Holdco disclose all material financial transactions of each of them and such transactions have been fairly and accurately recorded;

(z) there are no material liabilities of BYND, Cannasoft or Cannasoft Holdco, whether direct, indirect, absolute, contingent or otherwise, except as disclosed in the BYND Financial Statements, and disclosed in BYND's business records and related to the ordinary course of business;

(aa) since its incorporation, all of the material transactions of BYND, Cannasoft and Cannasoft Holdco have been promptly and properly recorded or filed in, or with, their respective books or records, and each of their respective minute books contain all records of the meetings and proceedings of shareholders and directors of BYND, Cannasoft and Cannasoft Holdco (as the case may be) since its incorporation.

(bb) since the date of the most recent BYND Financial Statements, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of Acquiror or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business, assets or listing of Acquiror or the right or capacity of Acquiror to carry on its Business;

(cc) to the best of BYND's knowledge, information and belief, all documents and written information delivered by BYND or its representatives under this Agreement to Acquiror or its representatives, are complete and correct in all material respects; and

(dd) to the best of BYND's knowledge, information and belief, neither BYND nor its management has withheld from Acquiror any material information necessary to enable Acquiror to make an informed assessment and valuation of the Business, assets and liabilities of BYND.

8.3 Concerning Fundingco

In order to induce Acquiror to enter into this Agreement and complete its obligations hereunder, Fundingco represents and warrants to Acquiror solely with respect to itself that:

(a) Fundingco is a valid and subsisting corporation duly incorporated under the laws of British Columbia;

(b) Fundingco is not a "reporting issuer" in any jurisdiction of Canada as that term is defined in the Securities Act and is not in material default of any requirement of the Securities Act;

(c) Fundingco is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) Fundingco has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and to carry out its obligations hereunder and this Agreement has been duly authorized, or will have been prior to the Time of Closing, by all necessary shareholder and corporate action on the part of Fundingco, and the Agreement constitutes a valid and binding obligation of Cannasoft in accordance with its terms, subject, however,

to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(e) the execution and delivery of this Agreement and the performance of Fundingco's obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of Fundingco, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Fundingco is a party, or by which each one of them is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which each one of them is bound; or

(ii) to the best of its knowledge, result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind;

(f) the authorized capital of Fundingco consists of an unlimited number of Class "A" common shares and an unlimited number of Class "B" common shares, of which one (1) Class "A" Fundingco Share (being the Fundingco Subscriber Share) has been issued and is outstanding as fully paid and non-assessable and such Fundingco Subscriber Share is duly registered to the Fundingco Subscriber;

(g) except for the Fundingco Subscriber Share, the Fundingco Seed Financing Special Warrants to be issued in connection with the Fundingco Seed Financing and the Fundingco Secondary Financing Special Warrants to be issued in connection with the Fundingco Secondary Financing, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" (as that term is defined in the Securities Act) of Fundingco, or any right to acquire any of the same, and, except as is provided for in this Agreement, to the best of its knowledge, there are no options, agreements, rights of first refusal or other rights of any kind whatsoever to acquire all or any part of the Fundingco Shares or any interest in them from any holder thereof;

(h) since its incorporation, Fundingco has conducted no business other than matters in contemplation of the Fundingco Seed Financing and the Fundingco Secondary Financing;

(i) Fundingco is the legal and beneficial owner of and has good and marketable title, free and clear of any Encumbrances, to its properties, Business and assets, and all agreements to which Fundingco holds an interest in a property, business or assets are in good standing according to their terms;

(j) Fundingco has not incurred any debts or liabilities, absolute contingent or otherwise and the Acquiror has not granted any general security over its assets or security in any particular asset;

(k) Fundingco has complied fully in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Securities Act in relation to the issue of its securities;

(l) Fundingco is in material compliance with all applicable laws, regulations and statutes in the jurisdictions in which it carries on business and which may materially affect Fundingco, has not received a notice of non-compliance, nor does Fundingco know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and Fundingco is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the Business of Fundingco or the business or legal environment under which Fundingco operates;

(m) Fundingco has all Permits under all applicable laws and regulations necessary for the operation of the Business carried on or proposed to be commenced by Fundingco and each Permit is valid, subsisting and in good standing and Fundingco is not in material default or breach of any Permit, and no proceeding is pending or to the best of Fundingco's knowledge, threatened to revoke or limit any Permit;

(n) Fundingco is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of Fundingco's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(o) there are no judgments against Fundingco which are unsatisfied, nor are there any consent decrees or injunctions to which Fundingco is subject;

(p) no order ceasing, halting or suspending trading in securities of Fundingco nor prohibiting the sale of such securities has been issued to and is outstanding against Fundingco; and no investigations or proceedings for such purposes are pending or threatened;

(q) all tax returns and reports of Fundingco required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of Fundingco have been paid;

(r) adequate provision has been made for taxes payable by Fundingco for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by Fundingco;

(s) Fundingco does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Tax Act*);

(t) Fundingco has not incurred and will not incur any liability for brokers or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

(u) Fundingco's constating documents are in the form contained in its minute book and no modifications or alterations have been proposed or approved by its shareholders;

(v) since its date of incorporation, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of Fundingco or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business, assets or listing of Fundingco, or the right or capacity of Acquiror to carry on its Business;

(w) to the best of Fundingco's knowledge, information and belief, all documents and written information delivered by Fundingco or its representatives under this Agreement to Acquiror or its representatives, are complete and correct in all material respects; and

(x) to the best of the Fundingco's knowledge, information and belief, neither Fundingco nor its management has withheld from the Acquiror, any material information necessary to enable it to make an informed assessment and valuation of the Business, assets and liabilities of Fundingco.

8.4 Concerning the BYND Shareholders

In order to induce Acquiror to enter into this Agreement and complete its obligations hereunder, each of the BYND Shareholders represents and warrants to Acquiror solely with respect to itself that:

(a) if a corporation, it is a valid and subsisting corporation duly incorporated under the laws of the jurisdiction in which it is incorporated or formed;

(b) immediately before the Closing, it shall be the legal and beneficial owner of the BYND Shares as set out and described in Schedule "A", free and clear of all Encumbrances;

(c) the such BYND Shareholder has complete and unrestricted right, power, capacity and authority to transfer legal and beneficial title in and to its BYND Shares to Acquiror, free and clear of all Encumbrances;

(d) the BYND Shareholder has not granted to anyone any option or right to acquire any of its BYND Shares;

(e) the entering into and performance of this Agreement and the transactions contemplated herein by it will not violate:

(i) if a corporation, its constating documents or by laws;

(ii) will not result in the creation or imposition of any Encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the BYND Shares owned by it; or

(iii) any statute, regulation, by law, order, judgment, or decree by which it is bound, except for such violations which would not have a Material Adverse Change on BYND;

(f) if a corporation, the BYND Shareholder has taken all necessary corporate action to permit and authorize the sale of its BYND Shares to Acquiror;

(g) it acknowledges and agrees to be bound by any restrictions on the resale of the Resulting Issuer Consideration Shares issued to it at the Closing that may be imposed by applicable law and the Exchange; and

(h) such BYND Shareholder has been advised to obtain independent legal and tax advice prior to entering into this Agreement.

8.5 Survival

The representations and warranties made by the parties under this Part 8 are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time, and should such not be the case, the parties to whom the representations and warranties were made shall be entitled, for a period of three months following the Closing, to seek remedy against that party for any such misrepresentation or breach of warranty. After the expiration of such three-month period, no party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such six-month period.

8.6 Limitations on Representations and Warranties

The parties shall not be deemed to have made any representation or warranty other than as expressly made in paragraphs 8.1 to 8.4 hereof..

9. CLOSING

9.1 Closing Date

The Closing shall take place at the Time of Closing at the offices of Devry Smith Frank LLP, or at such other time, date or place upon which the parties may mutually agree.

9.2 Deliveries by BYND, Fundingco and the BYND Shareholders

At the Time of Closing, upon the fulfillment or waiver of all of the conditions set out in Section 8, BYND, Fundinco and the BYND Shareholders (as the case may be) shall deliver to the Acquiror (or the Resulting Issuer, as applicable) the following documents:

(a) a certified true copy of the resolutions of the directors of BYND and, if necessary, the BYND Shareholders evidencing that the board of directors and, if applicable, the BYND Shareholders, have approved this Agreement and all of the transactions of BYND and the BYND Shareholders contemplated hereunder; and

(b) a certified true copy of the resolutions of the directors of Fundingco and, if necessary, the Fundingco Subscriber evidencing that the board of directors and, if applicable, the Fundingco Subscriber, have approved this Agreement and all of the transactions of Fundingco contemplated hereunder; and

(c) such other materials that are, in the opinion of Acquiror (or the Resulting Issuer, as applicable) acting reasonably, required to be delivered by each of them in order for each of them meet its respective obligations under this Agreement.

9.3 Deliveries by Acquiror

At the Time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Section 8, Acquiror shall deliver to BYND, Fundingco and the BYND Shareholders (as applicable):

(a) a certified true copy of the resolutions of the directors of Acquiror and, if necessary, the Acquiror Shareholders, evidencing that the board of directors and, if applicable, the Acquiror Shareholders, have approved this Agreement and all of the transactions of the Acquiror and the Acquiror Shareholders contemplated hereunder; and

(b) such other materials that are, in the opinion of BYND, Fundingco, Cannasoft and the BYND Shareholders, acting reasonably, required to be delivered the Acquiror in order for it to meet its obligations under this Agreement.

10. ORDINARY COURSE

Until the Time of Closing, neither BYND, Fundingco, Cannasoft nor the Acquiror shall, without the prior written consent of the other parties, enter into any contract in respect of its respective Business or assets, other than in the ordinary course of business, and each party shall continue to carry on its respective Business and maintain its assets in the ordinary course of business.

11. TERMINATION

11.1 Unsatisfactory Due Diligence

Each of BYND, Fundingco, the BYND Shareholders or Acquiror shall, in its sole discretion, acting reasonably, have the right to terminate this Agreement, if it is not satisfied with the results of its due diligence in connection with the other party or parties, as the case may be, or as to the legal or tax consequences of concluding the transactions contemplated herein, provided notice of such termination is given to the other party on or before expiry of the Due Diligence Period.

11.2 Non-Fulfillment of Conditions

If any of the conditions contained in Article 8 hereof shall not be fulfilled or performed by the Closing Date or such other later date mutually agreed upon by the parties and such condition is contained in:

(a) Section 7.1 hereof, any of the parties hereto may terminate this Agreement by written notice to the other parties;

(b) Section 7.2 hereof, the Acquiror may terminate this Agreement by written notice to BYND, Fundingco and the BYND Shareholders; or

(c) Section 7.3 hereof, BYND, Fundingco and the BYND Shareholders may terminate this Agreement by written notice to Acquiror.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, including those provided for under Section

13.2 and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

11.3 Refusal to Complete

If any of the parties hereto shall determine at any time prior to the Closing Date that it intends to refuse to consummate the Acquisitions, the Fundingco Secondary Financing or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, the party shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Closing Date.

12. STANDSTILL AGREEMENT

12.1 Standstill

From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, BYND, Fundingco, Cannasoft, the BYND Shareholders and Acquiror will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any persons in connection with the acquisition or distribution of any securities of any of them, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of any of them, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other parties hereto or is necessary to carry on the normal course of business.

13. PUBLIC DISCLOSURE

13.1 Restrictions on Disclosure

No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any party without the prior written consent of the other parties as to timing, content and method, such consent to not be unreasonably withheld or delayed, provided that the obligations herein will not prevent any party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law or the rules and policies of the Exchange or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the parties hereto.

13.2 Confidentiality

Except with the prior written consent of the other parties, each of the parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party concerning any of Acquiror, BYND, Fundingco, Cannasoft or the BYND Shareholders in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by applicable law. All such information in written or electronic form and documents will be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

13.3 Personal Information

Each BYND Shareholder hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that BYND and Acquiror are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of such BYND Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each BYND Shareholder acknowledges and consents to BYND and Acquiror retaining such personal information

for as long as permitted or required by law or business practices. Each BYND Shareholder further acknowledges and consents to the fact that BYND and Acquiror may be required by applicable securities legislation or the rules and policies of the Exchange to provide regulatory authorities with any personal information provided by the BYND in this Agreement and each BYND Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

14. POWER OF ATTORNEY

Each of the BYND Shareholders hereby nominates, constitutes and appoints Moti Maram, as his/its true and lawful attorney-in-fact and agent, with full power of substitution and re- substitution, and in his/its name, place and stead, to execute any and all documents, instruments and agreements relating to the Acquisitions, including duly executed stock powers of attorney authorizing the transfer to Acquiror of BYND Shares held by each respective BYND Shareholder, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned BYND Shareholders might or could do in person, and each of the undersigned BYND Shareholders hereby ratifies and agrees to ratify and confirm all that the said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

15. GENERAL

15.1 Time

Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this paragraph or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

15.2 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the Letter of Intent dated November 11, 2019 made between the Acquiror and BYND, as extended by the Acquiror and BYND by letter dated November 28, 2019, is hereby terminated and of no further force and effect.

15.3 Further Assurances

The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing.

15.4 Amendments

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

15.5 Notices

Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To BYND, Fundingco or the BYND Shareholders:

c/o BYND – Beyond Solutions Ltd.
86 Hacharoshet St.
Kiryat Bialik, 27999, Israel

Attention: Moti Maram
Email: maram.moti@gmail.com

With a copy to:

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, ON
M3C 3E9

Attention: Dan Rothberg
Fax: (416) 449-7071
Email: dan.rothberg@devrylaw.ca

To the Acquiror:

Lincoln Acquisitions Corp.
104 – 1857 West 4th Avenue
Vancouver, BC. V6J 1M4

Attention: Jerrold Bradley
Email: jerrybradleyinc@hotmail.com

With a copy to:

Owen Bird Law Corporation
Bentall 3, Suite 2900, 595 Burrard Street
Vancouver, BC
V7X 1J5

Attention: Ron Paton
Fax: (604) 632-4440

Email: rpaton@owenbird.com

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this paragraph, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

15.6 Assignment

This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

15.7 Governing law

This Agreement shall 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 without reference to the conflicts of laws principles thereof, and the parties hereby irrevocably and unconditionally attorn to the jurisdiction of the Courts of British Columbia.

15.8 Counterparts

This Agreement may be executed and delivered in several counterparts and portable document format (PDF), each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

15.9 Severability

If any one or more of the provisions contained in this agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this agreement would fail in its essential purpose.

15.10 Number and Gender

Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

15.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[Remainder of page intentionally left blank. Execution page to follow.]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

LINCOLN ACQUISITIONS CORP.

per : */s/ Jerrold Bradley*
Jerrold Bradley, President

BYND – BEYOND SOLUTIONS LTD.

per: */s/ Moti Maram*
Moti Maram, President

1232986 B.C. LTD.

per: */s/Ofir Avitan*
Ofir Avitan, President

BZIZINSKY ENTREPRENEURSHIP AND INVESTMENT LTD.

per: */s/ Dalya Bzizinsky*
Dalya Bzizinsky, President

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Witness

Witness

Moti Maram

Avner Tal

Yftah Ben Yaackov

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

LINCOLN ACQUISITIONS CORP.

per: _____
Jerrold Bradley, President

BYND – BEYOND SOLUTIONS LTD.

per: _____
Moti Maram, President

1232986 B.C. LTD.

per: _____
Ofir Avitan, President

BZIZINSKY ENTREPRENEURSHIP AND INVESTMENT LTD.

per: _____
Dalya Bzizinsky, President

SIGNED, SEALED AND DELIVERED in the presence of:

_____
Witness

_____
Witness

_____
Witness

_____
Moti Maram

_____
Avner Tal

_____
Yftah Ben Yaackov

[Business Combination Agreement – Signature Page]

SCHEDULE "A"

BYND SHAREHOLDERS

Name & Address	Percentage of BYND Shares owned
Moti Maram	22.71
Avner Tal	22.71
Yftah Ben Yaackov	45.43
Bzizinsky Entrepreneurship	9.15%
and Investment Ltd.	
TOTAL	**100%**

SCHEDULE "B"

BYND SOLUTIONS, INC. FINANCIAL STATEMENTS

BYND – BEYOND SOLUTIONS LTD.

FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2018

BYND – BEYOND SOLUTIONS LTD.

FINANCIAL STATEMENTS AS OF DECEMBER 31, 2015

INDEX

Hilewitz Tzemach, C.P.A.

Report of Independent Auditors to the shareholders of

BYND – BEYOND SOLUTIONS LTD.

We have audited the attached balance sheets of Bynd – Beyond Solutions Ltd. (hereinafter: the "Company") as of December 31, 2018 and 2017, and the profit and loss statements for each one of the years then ended.

These financial statements are at the responsibility of the Company's board of directors and its management. Our responsibility is to express an opinion on these financial statements based on our audit.

We have conducted our audit according to auditing standards accepted in Israel, including the standards which were established in the Accountants Regulations (Accountants Work Procedures), 5733-1973. Those standards require that we plan and perform the audit to obtain reasonable assurance that the financial statements are free of material misstatement. The audit also includes a sample inspection of evidence supporting the amounts and data contained in the financial statements. The audit also consists of a review of the accounting principles which were applied and of the significant estimates made by the Company's board of directors and its management, and an evaluation of the overall financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, according to accepted accounting principles, in all material respects, the financial condition of the Company as of December 31, 2018 and 2017, and the results of its operations for each one of years ended on the above dates, in conformity with accounting principles generally accepted in the Israel (Israeli GAAP).

May 2019 Tzemach Hilewitz, C.P.A.

7 Bar Ilan St., Givat Shmuel 54019
Mobile – 054-4920773, Telefax – 03-5324576

BALANCE SHEETS **Bynd – Beyond Solutions Ltd.**

	Note	December 31 2018	December 31 2017
		New Israeli Shekel	
Fixed Assets		119,944	198,872
Current Assets			
Cash and cash equivalents	2	699,319	157,231
Short term investments		-	4,768
Checks for collection		4,080	12,103
Customers		2,788	-
Accounts receivables and debit balances	3	201,682	142,583
		907,862	316,685
Investments, Loans and Noncurrent debit balances			
Investments, Loans and Noncurrent debit balances		96,000	400,000
		1,123,813	915,557
Current Liabilities			
Suppliers and checks payable		240,765	274,865
Advances from customers		-	52,352
Accounts payable and credit balances	4	260,185	215,371
		500,950	542,588
Noncurrent Obligations			
Long term loans	5	-	21,280
Equity			

Profit balance	622,863	351,689
	1,123,813	915,557

The attached notes constitute an integral part of the financial statements.

May 2019
Financial Statements' certification date

Managing director

PROFIT AND LOSS STATEMENTS **Bynd – Beyond Solutions Ltd.**

		For the year ended on December 31	
		2018	2017
	Note	New Israeli Shekel	
Income	6	4,236,048	3,776,230
Labor and ancillary expenses		(2,429,451)	(2,566,400)
Other expenses	7	(16,631)	(65,025)
Gross profit		1,789,966	1,144,805
Selling, administrative and general expenses	8	1,847,450	1,069,081
Operating profit (loss)		(57,484)	75,724
Finance expenses, net		(12,661)	(18,919)
Profit (loss) per annum post finance		(70,145)	56,805
Other income	9	422,319	-
Operating profit before taxes on income		352,174	56,805
Taxes on income - contribution		(81,000)	(79,790)
Net profit (loss) per period		271,174	(22,985)
Loss from previous years		351,689	974,674
Paid-up dividend		-	(600,000)
Net profit per period		622,863	351,689

The attached notes constitute an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS **Bynd – Beyond Solutions Ltd.**

Note 1 – Major Principles of Accounting Policy

The major principles of the accounting policy, which were consistently applied in the preparation of the financial statements, are as follows:

A. Fixed Assets

The fixed assets are presented on the basis of cost minus accumulated depreciation. The depreciation is calculated according to the equal depreciation method at the proper rates over the life of the assets.

B. Cash Flow

No cash flow report was prepared, since it does not add significant information beyond the information included in the financial statements.

C. Deferred Taxes

In the absence of certainty as to whether the Company will have taxable income in the future, no deferred taxes were recorded as assets in the financial statements.

D. Revenue Recognition

Revenues from the provision of services are recognized by the Company when the services are actually provided.

Note 2 – Cash and Cash Equivalent

	As of December 31	
	2018	2017
	New Israeli Shekel	
Current ILS	462,990	63,835
Current Foreign Currency	195,059	-
Checks and cash in hand	-	58,924
Credit cards	41,270	34,472
	699,319	157,231

Note 3 – Accounts receivables and debit balances

	As of December 31	
	2018	2017
	New Israeli Shekel	
Shareholders	83,828	-
Income Tax advances	117,854	142,583
	201,682	142,583

Note 4 – Accounts payable and credit balances

	As of December 31	
	2018	2017
	New Israeli Shekel	
VAT payable and receivable	60,245	34,609
Salaries and contributions for salaries	118,940	150,762
Taxes for profits and dividends	81,000	30,000
	260,185	215,371

Note 5 – Long term loans

A. Composition

	As of December 31	
	2018	2017
	New Israeli Shekel	

Banks	-	21,280

Note 6 – Income

	For the year ended on December 31	
	2018	2017
	New Israeli Shekel	
Services provided	3,995,980	3,648,247
Sales	240,068	127,983
	4,236,048	3,776,230

Note 7 – Other Expenses

	For the year ended on December 31	
	2018	2017
	New Israeli Shekel	
Capital loss from sale of vehicles	(16,631)	(65,025)

Note 8 – Selling, Administrative and General Expenses

	For the year ended on December 31	
	2018	2017
	New Israeli Shekel	
Acquisitions and field works	369,180	62,034
Electricity	8,145	8,146
Legal	19,487	38,988
Communication	24,622	34,815
Car leasing and maintenance	167,611	241,271
Depreciation expenses	65,544	124,275
Gifts	7,560	15,073
Advertising	3,338	2,255
Rent and maintenance	68,902	74,671
Professional Services	759,333	255,337
Insurance	987	1,616
Travelling abroad	26,082	-
Administrative	6,553	9,548
Hosting and refreshments	63,554	75,838
Taxes and fees	1,968	5,556
Accounting and auditing	13,632	119,658
Donations	100	-
Deductions audit 13-16	240,852	-
	1,847,450	1,069,081

Note 9 – Other Income

	For the year ended on December 31	
	2018	2017
	New Israeli Shekel	
Income from sale of shares	422,319	-

Report of Independent Auditors

We have reviewed the attached adjustment of Bynd – Beyond Solutions Ltd. for the tax year 2018 (together with the forms attached thereto and marked by our stamp for identification purposes), adjusting the Company's profit according to its Profit and Loss report for the year ended on December 31, 2018, to the income declared by it foe income tax purposes, for said tax year.

We have reviewed the expenses specified in the Regulations regarding "Conditions for deduction of certain Expenses, made the required computations according to section 3(10) of the Income Tax Ordinance and examined whether the conditions specified in section 32A of the Ordinance were met, in the scope agreed upon between the Income Tax Commission and the Institute of Certified Public Accountants in Israel, with all ensuing consequences.

We are of the opinion, subject to the provisions of the above paragraph, that the aforementioned adjustment was made according to the provisions of the Income Tax Ordinance and the Income Tax (Inflationary Adjustments) Law, 5745-1985.

May 2019 Tzemach Hilewitz, C.P.A.

7 Bar Ilan St., Givat Shmuel 54019
Mobile – 054-4920773, Telefax – 03-5324576

Adjustment Report for Income Tax Purposes **Bynd – Beyond Solutions Ltd.**

	For the tax year 2018
	New Israeli Shekel
Profit according to Profit & Loss Report	352,174

Managing Director

BALANCE SHEETS **BYND – Beyond Solutions Ltd.**

	Note	September 30 2019 Unaudited	December 31 2018 Audited
		New Israeli Shekel	
Fixed Assets		94,157	119,944
Current Assets			
Cash and cash equivalents	2	1,122,191	699,319
Checks for collection		10,950	4,080
Customers		39,553	2,788
Accounts receivables and debit balances	3	192,797	201,682
		1,365,491	907,862
Investments, Loans and Noncurrent debit balances			
Investments, Loans and Noncurrent debit balances		96,000	96,000

		1,555,648	1,123,813
Current Liabilities			
Suppliers and checks payable		108,845	240,765
Accounts payable and credit balances	4	257,372	260,185
		366,217	500,950
Noncurrent Obligations			
Long term loans	5	362,600	-
Equity			
Profit balance		826,831	622,863
		1,555,648	1,123,813

The attached notes constitute an integral part of the financial statements.

December 2019
Financial Statements' certification date

Managing director

PROFIT AND LOSS STATEMENTS **BYND – Beyond Solutions Ltd.**

		For the 9 months ended on	
		September 30, 2019	**December 31, 2018**
		Unaudited	**Audited**
	Note	**New Israeli Shekel**	
Income	6	3,437,424	4,236,048
Labor and ancillary expenses		(2,109,529)	(2,429,451)
Other expenses	7	-	(16,631)
Gross profit		1,327,895	1,789,966
Selling, administrative and general expenses	8	1,120,809	1,847,450
Operating profit (loss)		207,086	(57,484)
Finance expenses, net		(3,118)	(12,661)
Profit (loss) per annum post finance		203,968	(70,145)
Other income	9	-	422,319
Operating profit before taxes on income		203,968	352,174
Taxes on income - provision		-	(81,000)
Net profit (loss) per period		203,968	271,174
Profit from previous years		622,863	351,689
Net profit per period		826,831	622,863

The attached notes constitute an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS **BYND – Beyond Solutions Ltd.**

Note 1 – Major Principles of Accounting Policy

The major principles of the accounting policy, which were consistently applied in the preparation of the financial statements, are as follows:

A. Fixed Assets

The fixed assets are presented on the basis of cost minus accumulated depreciation. The depreciation is calculated according to the equal depreciation method at the proper rates over the life of the assets.

B. Cash Flow

No cash flow report was prepared, since it does not add significant information beyond the information included in the financial statements.

C. Deferred Taxes

In the absence of certainty as to whether the Company will have taxable income in the future, no deferred taxes were recorded as assets in the financial statements.

D. Revenue Recognition

Revenues from the provision of services are recognized by the Company when the services are actually provided.

Note 2 – Cash and Cash Equivalent

	As of	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Current ILS	905,370	462,990
Current Foreign Currency	194,819	195,059
Credit cards	22,002	41,270
	1,122,191	699,319

Note 3 – Accounts receivables and debit balances

	As of	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Shareholders	89,674	83,828
Income Tax advances	103,123	117,854
	192,797	201,682

Note 4 – Accounts payable and credit balances

	As of	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
VAT payable and receivable	51,435	60,245
Salaries and contributions for salaries	205,937	118,940
Taxes for profits and dividends	-	81,000
	257,372	260,185

Note 5 – Long term loans

A. Composition

	As of	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Long term loans	362,600	-

Note 6 – Income

	For the 9 months ended on	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Services provided	3,248,836	3,995,980
Sales	188,588	240,068
	3,437,424	4,236,048

Note 7 – Other Expenses

	For the 9 months ended on	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Capital loss from sale of vehicles	-	(16,631)

Note 8 – Selling, Administrative and General Expenses

	For the 9 months ended on	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Acquisitions and field works	116,825	369,180
Electricity	5,711	8,145
Legal	32,896	19,487
Communication	14,769	24,622
Car leasing and maintenance	93,597	167,611
Depreciation expenses	32,332	65,544
Gifts	5,120	7,560
Advertising	1,655	3,338
Rent and maintenance	56,705	68,902
Professional Services	533,847	759,333
Insurance	964	987
Travelling abroad	5,884	26,082
Administrative	11,679	6,553
Hosting and refreshments	55,058	63,554
Taxes and fees	9,717	1,968
Accounting and auditing	60,000	13,632
Donations	50	100
Deductions audit 13-16	84,000	240,852

	1,120,809	1,847,450

Note 9 – Other Income

	For the 9 months ended on	
	September 30, 2019	December 31, 2018
	Unaudited	Audited
	New Israeli Shekel	
Income from sale of shares	-	422,319

Exhibit 4.2

BUSINESS COMBINATION AGREEMENT - FIRST AMENDMENT

THIS FIRST AMENDMENT is made effective as of the 28th day of May, 2020,

AMONG:

LINCOLN ACQUISITIONS CORP., a corporation incorporated under the laws of the Province of British Columbia (the **"Acquiror"};**

- and -

BYND - BEYOND SOLUTIONS LTD., a corporation incorporated under the laws of Israel **("BYND");**

- and-

1232986 B.C. LTD., a corporation incorporated under the laws of British Columbia **("Fundingco");**

- and -

each of the **BYND Shareholders** described in the BCA (as hereinafter defined);

WHEREAS:

A. Each of the parties hereto is a party to a business combination agreement dated the 16th day of December, 2019 (the **"BCA");** and

B. Each of the parties to the BCA wish to amend certain terms and conditions of the BCA, as hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the BCA.

2. Section 1.l(y) of the BCA is hereby deleted and replaced with the following:

"(y) ***"Dosing Date"*** *means October 15, 2020 or such other date upon which Acquiror, BYND, Fundingco and the BYND Shareholders mutually agree;"*

3. The first paragraph of Section 11.2 of the BCA is hereby amended by deleting the words *"Article 8"* and replacing them with *"Article 7"*.

4. All of the remaining terms of the BCA otherwise remain in effect and are not altered by this First Amendment

5. Notwithstanding the foregoing, this Agreement is conditional upon the receipt by Owen Bird Law Corporation for the Acquiror, on or before Friday, June 5, 2020, of an additional deposit of ($17,500. This condition is for the benefit of the Acquiror and may be waived by it, in writing.

[Remainder of page intentionally left blank. Execution page to follow.]

IN **WITNESS WHEREOF** the parties have hereunto set their hands and seals as of the Effective Date.

LINCOLN ACQUISITIONS CORP. **BYND - BEYOND SOLUTIONS LTO.**

per:*/s/Jerrold Bradley*
Jerrold Bradley, President

1232986 B.C. LTO.

per:*/s/Ofir Avitan*
Ofir Avitan, President

Per:
Moti Maram, President

בינד -
ביוב מולושנס בעיים

Moti Marad; on his own behalf and in his capacity as attorney-in fact on behalf of the **BYND** Shareholders

Exhibit 4.3

BUSINESS COMBINATION AGREEMENT – SECOND AMENDMENT

THIS SECOND AMENDMENT is made effective as of the 24th day of September, 2020,

AMONG:

LINCOLN ACQUISITIONS CORP., a corporation incorporated under the laws of the Province of British Columbia (the "**Acquiror**");

- and -

BYND – BEYOND SOLUTIONS LTD., a corporation incorporated under the laws of Israel ("**BYND**");

- and -

1232986 B.C. LTD., a corporation incorporated under the laws of British Columbia ("**Fundingco**");

- and -

each of the **BYND Shareholders** described in the BCA (as hereinafter defined);

WHEREAS:

A. Each of the parties hereto is a party to a business combination agreement dated the 16th day of December, 2019 (the "**Original BCA**");

B. The parties to the Original BCA amended certain terms and conditions by a entering into a first amendment to the Original BCA dated May 28, 2020 (the "**First Amendment**" and together with the Original BCA, collectively referred to herein as the "**BCA**");

C. Each of the parties to the BCA wish to further amend certain terms an conditions of the BCA, as hereinafter provided (the "**Second Amendment**");

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the BCA.

2. The defined term in Section 1.1(y) of the BCA is hereby deleted and replaced with the following:

"(y) *"**Closing Date**" means the latter of: (A) October 15, 2020, or (B) the day which is ninety (90) days from the date the condition described in Section 7.2(a.1) is satisfied, or (iii) such other date upon which Acquiror, BYND, Fundingco and the BYND Shareholders mutually agree, acting reasonably;"*

3. Section 1.1 of the BCA is hereby amended by inserting a new defined term immediately following the defined term in subparagraph (aaa), as follows:

"*(aaa.1) "**Preliminary NOP Delivery Deadline**" means October 25, 2020;*"

4. The phrase "*as soon as practicable after the Effective Date,*" in the first line of the covenant made by the Acquiror in Section 5.1(d) of the BCA, is hereby amended to read:

"*as soon as practicable after receipt of the materials referred to in Section 5.2(c) hereof from BYND and Fundingco*, …."

5. The covenants given by BYND, Fundingco and the BYND Shareholders described in Section5.2 of the BCA are hereby amended by deleting the covenant set forth in subparagraph (c), and replacing it with the following:

"(c) *prepare the preliminary NOP, together with any other documents as may be required by Applicable Law in connection therewith as to permit the Acquiror to file the preliminary NOP with the British Columbia Securities Commission, and to deliver same to the Acquiror for filing, as promptly as reasonably practicable following the date hereof;"*

6. The covenants given by BYND, Fundingco and the BYND Shareholders in Section 5.2 of the BCA are hereby further amended by inserting a new covenant immediately following the covenant in subparagraph (c), as follows:

"(c.1) *prepare the final NOP, together with any other documents required by Applicable Law in connection therewith as promptly as reasonably practicable following date on which the preliminary NOP is filed with the British Columbia Securities Commission;"*

7. The conditions precedent in favor of the Acquiror in Section 7.2 of the BCA are hereby amended by inserting a new condition immediately following the condition in subparagraph (a), as follows:

"(a.1) *BYND and Fundingco shall have fulfilled the covenants set forth in Section 5.2(c), on or before the Preliminary NOP Delivery Deadline;"*

8. All of the remaining terms of the BCA otherwise remain in effect and are not altered by this Second Amendment.

9. Notwithstanding the foregoing, this Second Amendment is conditional upon the receipt by Owen Bird Law Corporation for the Acquiror, on or before September 30, 2020, of an additional contribution towards the Acquiror's expenses of C$5,000. This condition is for the benefit of the Acquiror and may be waived by it, in writing.

[Remainder of page intentionally left blank. Execution page to follow.]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

LINCOLN ACQUISITIONS CORP.

per: "*Jerrold Bradley*"
Jerrold Bradley, President

BYND – BEYOND SOLUTIONS LTD.

per: "*Moti Maram*"
Moti Maram, President

1232986 B.C. LTD.

per: "*Yftah Ben Yaackov*"
Yftah Ben Yaackov, ASO

"*Moti Maram*"
Moti Maram on his own behalf and in his capacity as attorney-in fact on behalf of the BYND Shareholders

Exhibit 4.4

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into as of the 29th day of June, 2021 (the "***Effective Date***") by and between **BYND CANNASOFT ENTERPRISES INC.**, (the "***Company***"), and **YFTAH BEN YAACKOV** (the "***Consultant***").

RECITAL

The Company desires to engage individuals with business and technical expertise to serve as consultants to the Company. The Consultant has the requisite expertise and is willing to serve as a consultant to the Company. Therefore, the Company and the Consultant desire to enter into this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual promises and covenants contained in this Agreement, the Company and the Consultant agree to the following:

1. **ENGAGEMENT OF SERVICES; COMPENSATION.**

1.1 The Company hereby appoints the Consultant as a consultant. The Consultant, pursuant to the provisions of this Agreement, agrees to serve as a consultant to the Company. Such services will include services related to the construction of the Company's proposed medical cannabis farm together with such other financial, strategic or other advice as the parties may mutually agree (all the foregoing shall collectively be referred to herein as the "***Services***"). The Consultant will perform the Services for the Company in good faith and to the best of the Consultant's ability.

1.2 In consideration of the foregoing Services, the Company will pay the Consultant a consulting fee of $18,400 per month.

2. **NO CONFLICTING OBLIGATION; PUBLICATION.**

2.1 The Consultant hereby certifies that the Consultant's performance of all of the terms of this Agreement and the Services will not breach or conflict with any agreement to keep the proprietary information of another entity in confidence.

2.2 The Consultant certifies that the Consultant has not and will not enter into any agreement either written or oral, in conflict with this Agreement. Absent a conflict of interest, the Consultant is free to provide services to any other entity during the performance of this Agreement.

2.3 Upon learning that the Company is considering entering into a contract or transaction with an enterprise in which the Consultant has a direct or indirect interest, whether individually or as a director, officer, employee, agent or equity owner thereof, the Consultant shall immediately notify the Company of the material facts of his interest in such enterprise. Such notice shall be in writing and given to the Company at the address set forth below unless the Consultant first learns of such contract or transaction at a meeting of the Board or with members of management, in which case such notice shall be given orally at such meeting to all members present.

---

3. **INDEPENDENT CONTRACTOR.**

The Company and the Consultant agree that the Consultant is an independent contractor and not an agent or employee of the Company. The Company will not make deductions from the Consultant's fees for taxes; therefore, the payment of any taxes related to the Consultant's provision of Services under this Agreement shall be the sole responsibility of the Consultant.

4. **TERM AND TERMINATION.**

Unless earlier terminated by the parties, the term of this Agreement shall commence on the Effective Date and shall terminate at the end of ten (10) months, subject to renewal upon the mutual written consent of both parties.

5. **Effect Of Termination.**

Upon the expiration or termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such expiration or termination, except that expiration or termination of this Agreement shall not relieve the Consultant from any liability arising from any breach of this Agreement.

6. **Compliance with Securities Laws**

The Consultant acknowledges and understands that the purchase and sale of securities on the basis of material nonpublic information, commonly referred to as "inside information", or the selective disclosure of inside information to others who may trade, is prohibited by law. The Consultant agrees to comply with all applicable securities laws and regulations and without limitation, the Consultant will not use any inside information gained through the Consultant's relationship with the Company to trade in the securities of the Company or any other company to which the inside information may apply.

7. **Assignment.**

The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, assigns, heirs, executors and administrators, as the case may be; *provided that* the Consultant may not assign or delegate the Consultant's obligations under this Agreement either in whole or in part without the prior written consent of the Company.

8. **Governing Law; Severability.**

This Agreement shall be governed by the laws of the Province of British Columbia. If one or more of the provisions in this Agreement are deemed unenforceable by law, then such provision will be deemed stricken from this Agreement and the remaining provisions will continue in full force and effect.

---

9. **Complete Understanding; Modification.**

This Agreement constitutes the final, exclusive and complete understanding and agreement of the parties hereto and supersedes all prior understandings and agreements. This Agreement is entered into without reliance upon any representation, whether oral or written, not stated herein. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by a Company officer.

10. **Notices.**

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, three days after the date of mailing.

Witness Whereof, the parties hereto have executed this Consultant Agreement as of the Effective Date.

BYND Cannasoft Enterprises Inc.

per: ***/s/Gabi Kabazo***	***/s/ Yftah Ben Yaackov***
Gabi Kabazo, CFO	**Yftah Ben Yaackov**

Exhibit 4.5

BYND CANNASOFT ENTERPRISES INC.
(the "**Issuer**")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO SUBSCRIBER

1. All Subscribers must complete all the information in the boxes on page 2 and sign where indicated with an "**X**".

2. All subscribers must complete and sign the Exhibit A "Investor Questionnaire".

3. All subscribers who are "accredited investors" AND who are individuals (i.e. not corporations, partnerships or trusts) must fill in and execute Form 45-106F9 which is attached as Appendix A to the Exhibit A "Investor Questionnaire".

4. If you are a "U.S. Purchaser", as defined in Exhibit B, you must also complete and sign the Exhibit B "United States Accredited Investor Questionnaire".

5. If you are neither a Canadian resident nor a U.S. Purchaser, you must also complete and sign the Exhibit C "Foreign Resident Questionnaire".

BYND CANNASOFT ENTERPRISES INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the "**Subscriber**" or "**AGROINVESTMENT**") hereby irrevocably subscribes for and agrees to purchase from **BYND CANNASOFT ENTERPRISES INC.** (the "**Issuer**") that number of common shares (each, a "**Share**" and collectively, the "**Shares**") set out below at a price of CAD$ 1.04 per Share.

The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Shares".

Subscriber Information	**Shares to be Purchased**
AGROINVESTMENT S.A.	**2,403,846**
Name of Subscriber (Please Print)	(Number of Shares)
*/s/ **EDUARDO SERGIO ELSZTAIN***	Total Subscription Price: 2,500,000 CAD$
Signature of Subscriber (or Authorized Signatory - if the Subscriber is not an Individual)	(the "**Subscription Amount**", plus wire fees if applicable)
EDUARDO SERGIO ELSZTAIN	
(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)	**Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.**
Cambará 1620, Of. 1202, Montevideo, Uruguay	
(Subscriber's Address, including postal or zip code)	(Name of Disclosed Principal)

	(Address of Disclosed Principal)
(Telephone Number) (Email Address)	(Account Reference, if applicable)

Register the Shares as set forth below: **AGROINVESTMENT S.A.**	**Deliver the Shares or DRS Notice as set forth below:** **AGROINVESTMENT S.A.**
(Name to Appear on Share Certificate or DRS Notice)	(Attention - Name)
(Address, including postal or zip code)	(Street Address, including postal or zip code – *no PO Boxes permitted*)
	(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by, the Subscriber, if any (i.e., shares, warrants, options)	**1. State whether the Subscriber is an Insider of the Issuer:** ~~Yes~~ **No** **2. State whether the Subscriber is a registrant:** ~~Yes~~ **No**
Nil	

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this "**Agreement**") as of the 3rd day of September, 2021 (the "**Closing Date**").

BYND CANNASOFT ENTERPRISES INC.

Per: */s/ Yftah Ben Yaackov*
Authorized Signatory

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares as is set forth on page 2 of this Agreement at a price of $1.04 CAD$ per Share for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the "**Subscription**"), and the Issuer agrees to sell the Shares to the Subscriber, effective upon the Issuer's acceptance of this Agreement.

1.2 The Subscription Amount will be integrated in US Dollars at the exchange rate reported by Bloomberg on the day prior to the Execution Date (as defined below).

1.3 The Subscriber acknowledges that the Shares have been offered to the Subscriber as part of an offering by the Issuer of additional Shares (the "**Offering**").

1.4 All dollar amounts referred to in this Agreement are in lawful money of Canada, unless otherwise indicated.

2. Defined Terms

(a) "**Escrow Agent**": means "LATIN ADVISORS LTD.".

(b) "**Escrow Agreement**" means the escrow agreement among BYND, AGROINVESTMENT and the Escrow Agent to be executed and delivered at the Closing, in the form and substance to be agreed upon between the parties thereto prior to Closing ;

(c) "**Escrow Release Condition**" means: (i) BYND's filing of a Form 20F registration statement with the United States Securities and Exchange Commission, respecting the BYND Shares and (ii) the effective approval from Nasdaq for listing of the BYND Shares parallel to Nasdaq confirmation;

(d) "**Escrow Release Condition Date**" means April 30th, 2022, or such other date as the parties hereto shall mutually agree in writing;

(e) "**Closing**" means the completion of the Transaction on the Closing Date pursuant to the terms and conditions contained in this Agreement;

(f) "**Execution Date**" means the date in which this Agreement is approved by the board of directors of BYND, which will be no later than September 10th 2021.

(g) "**DRS**" means the Direct Registration System of the Depository Trust Company (DTS).

3. The Transaction

Upon and subject to the terms and conditions of this Agreement, at the Execution Date, the parties shall consummate the Transaction as follows:

(a) BYND shall deliver to the Subscriber a copy of the Board of Directors resolution in which this Agreement was approved.

(b) The Subscriber shall deposit on behalf of BYND the full Subscription Amount into a trust account, in the name of the Escrow Agent on behalf of the parties of this agreement in Pershing LLC; and,

(c) BYND shall deliver to the Escrow Agent, on behalf of AGROINVESTMENT:

(i) **2,403,846** BYND Shares (the "**BYND Issued Shares**"), at a price per share which is equal to CAD 1.04; and

(ii) **400,000** non-transferable share purchase warrants, each such warrant entitling the holder thereof to acquire one (1) common share of BYND at a price equal to the BYND Shares price on the last trading day immediately prior to the effective date each warrant is exercised for a period of two (2) years (the "**BYND Warrants**", and together with the BYND Issued Shares, the "**BYND Securities**").

In case this Agreement is not approved by the BYND´s board of directors before September 10th, 2021, this agreement will be terminated.

4. Escrow Release

The Escrow Agreement shall provide *inter alia,* the BYND Securities and the Subscription Amount shall be held in escrow by the Escrow Agent, to be released as follows:

(a) provided that the Escrow Release Condition is satisfied on or prior to the Escrow Release Condition Date (such date being referred to as the "**Escrow Release Condition Satisfaction Date**"), the Escrow Agent: (i) shall immediately release the BYND Securities to AGROINVESTMENT, and, (ii), shall release the **Subscription Amount** to BYND (the "**Escrow Release Date**"); and

(b) in the event that the Escrow Release Condition shall not be satisfied on or before the Escrow Release Condition Date, then the Escrow Agent shall release the BYND Securities to BYND for cancellation and shall release the **Subscription Amount** to AGROINVESTMENT immediately.

The parties expressly agree that, since the delivery of the BYND Issued Shares by BYND to the Escrow Agent, AGROINVESTMENT shall own all voting rights and privileges of being a shareholder. Notwithstanding, such voting rights and privileges will be cancelled together with the BYND Issued Shares in the event stated in section (b) above.

5. Documents Required from Subscriber

The Subscriber must complete, sign and return to the Issuer, the following documents:

(a) this Agreement;

(b) the Investor Questionnaire (the "**Investor Questionnaire**") attached as Exhibit A;

(c) if the Subscriber is an "accredited investor" and is an individual (i.e. not a corporation, partnership or trust), the Form 45-106F9 attached as Appendix A to the Investor Questionnaire;

(d) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), the United States Accredited Investor Questionnaire (the "**U.S. Questionnaire**");

(e) if the Subscriber is neither a Canadian resident nor a U.S. Purchaser, the Foreign Resident Questionnaire (the "**Foreign Questionnaire**" and, together with the Questionnaire and the U.S. Questionnaire, the "**Questionnaires**") attached as Exhibit C; and

(f) such other supporting documentation that the Issuer or its legal counsel, Devry Smith Frank LLP (the "**Issuer's Counsel**") may request to establish the Subscriber's qualification as a qualified investor,

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities or applicable laws.

6. Conditions and Closing

6.1 The Closing is conditional upon and subject to:

(a) the Issuer having obtained all necessary approvals and consents, including regulatory approvals for the Offering.

(b) the issue and sale of the BYND Issued Shares being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the BYND Issued Shares, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum; and

(c) the Issuer having obtained all necessary regulatory approvals (including any required stock exchange approvals) for the Offering.

(d) The Subscriber acknowledges that the certificates (or DRS notices) representing the BYND Issued Shares will be available for delivery on the Execution Date, provided that the Subscriber has satisfied the requirements of this agreement.

7. Director Nominee

From and after the Escrow Release Date and continuing for so long as AGROINVESTMENT shall own not less than five (5%) percent of the issued and outstanding BYND Shares, Eduardo Sergio Elsztain, or any other person designated by him, shall have the right to be nominated by Mr. Yftah Ben Yackov to serve on BYND's board of directors and for so long as Elsztain, or the person designated by him, remains qualified to serve as a director under applicable law and pursuant to the rules of any stock exchange on which BYND Shares are listed, BYND and Mr. Yftah Ben Yackov agree to support and cause to be placed on the ballot at each election of directors.

8. AGROINVESTMENT Acknowledgements

AGROINVESTMENT hereby acknowledges and understands the following:

(a) that the issuance and delivery of the BYND Shares in connection with the Transaction, will be made pursuant to appropriate exemptions (the "**Exemptions**") from the registration and prospectus (or equivalent) requirements of the applicable securities laws of the United States and Canada;

(b) as a consequence of AGROINVESTMENT acquiring its BYND Shares in reliance on the Exemptions:

(i) AGROINVESTMENT may not receive information regarding BYND that might otherwise be required to be provided to AGROINVESTMENT which shall not be unreasonably undelivered by BYND;

(ii) there is no government or other insurance covering the BYND Shares;

(iii) there are restrictions on AGROINVESTMENT's ability to resell the BYND Shares received and it is AGROINVESTMENT's responsibility to find out what those restrictions are and to comply with them before selling the BYND Shares; and

(iv) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the BYND Shares.

(c) upon their issuance at the Closing Date, none of the BYND Shares (including the BYND Issued Shares) will have been or will be registered under the *United States Securities Act of 1933*, as amended, (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Section 6.2), except in accordance with the provisions of Regulation S under the 1933 Act ("**Regulation S**"), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;

(d) upon their issuance at the Closing Date, the BYND Issued Shares shall bear such applicable legends as may be required pursuant to applicable securities laws and the applicable rules and policies of the CSE, including without limitation, the following:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE [four months and one day from the Closing Date.]"

and

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF BYND CANNASOFT ENTERPRISES INC. (THE "ISSUER") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OR (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO SUCH EFFECT."

(e) the decision to execute this Agreement and to acquire the BYND Issued Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the BYND and such decision is based entirely upon a review of any public information which has been filed by BYND with any Canadian provincial securities commissions (collectively, the "**BYND Public Record**"); and

(f) there are risks associated with the acquisition of the BYND Issued Shares, as more fully described in BYND's periodic disclosure forming part of the BYND Public Record.

9. Representations and Warranties of the Subscriber

9.1 The Subscriber hereby represents and warrants to the Issuer (which representations and warranties will survive the Closing) that:

(a) unless the Subscriber has completed Exhibit B, the Subscriber is not a U.S. Person;

(b) the Subscriber is resident in the jurisdiction set out on page 2 of this Agreement;

(c) if the Subscriber is resident outside of Canada:

(i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Securities,

(ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable laws of the International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Securities under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,

(iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,

(iv) the purchase of the Shares by the Subscriber does not trigger:

A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase, in the International Jurisdiction, or

B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and

(v) the Subscriber will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;

(d) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto;

(e) the entering into of this 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, if applicable, 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 or may be bound;

(f) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;

(g) the Subscriber has received and carefully read this Agreement;

(h) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including those risks disclosed in the Public Record and the possible loss of the entire Subscription Amount;

(i) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the Securities and the Issuer;

(j) the Subscriber is not an underwriter of, or dealer in, any of the Shares, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;

(k) the Subscriber is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and

(l) no person has made to the Subscriber any written or oral representations:

(i) that any person will resell or repurchase any of the Shares,

(ii) that any person will refund the purchase price of any of the Shares, or

(iii) as to the future price or value of any of the Shares.

9.2 In this Agreement, the term "**U.S. Person**" has the meaning ascribed thereto in Regulation S, and for the purpose of this Agreement includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

10. Representations and Warranties will be Relied Upon by the Issuer

10.1 The Subscriber acknowledges and agrees that the representations and warranties contained in this Agreement are made by it with the intention that such representations and warranties may be relied upon by the Issuer and the Issuer's Counsel in determining the Subscriber's eligibility to purchase the BYND Issued Shares under applicable laws, or, if applicable, the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the BYND Issued Shares under applicable laws. The Subscriber further agrees

that, by accepting delivery of the certificates (or DRS notice) representing the BYND Issued Shares, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

11. Representations, Warranties and Covenants of the Issuer

8.1 By executing this Subscription Agreement, the Issuer represents, warrants and covenants to the Subscriber, which representations, warranties and covenants will be true and correct as of the Closing with the same force and effect as if made at and as of the Closing and which representations, warranties and covenants will survive the Closing (and acknowledges that the Subscriber is relying thereon) that:

(a) The Issuer has been duly amalgamated and organized and is a valid and subsisting company under the laws of the Province of British Columbia, and is duly qualified to carry on business in the Province of British Columbia and in each other jurisdiction, if any, wherein the carrying out of the activities contemplated makes such qualifications necessary.

(b) The BYND Issued Shares will, upon issue and delivery, be validly issued as fully paid and non-assessable upon receipt by the Issuer of full payment therefor.

(c) There is no "material fact" or "material change" (as those terms are defined in applicable securities legislation) in the affairs of the Issuer that has not been generally disclosed to the public.

(d) The Issuer has the full corporate right, power and authority to execute this Subscription Agreement, and to issue the BYND Issued Shares to the Subscriber pursuant to the terms of this Subscription Agreement.

(e) This Subscription Agreement constitutes a binding and enforceable obligation of the Issuer, enforceable in accordance with its terms.

12. Registration Rights under US Securities Laws

Commencing on the day following Nasdaq's approval of BYND's listing application (the "Approval Date"), AGROINVESTMENT shall have the right to request from BYND (the "Registration Request") and BYND undertakes to use its best efforts to cause the BYND Issued Shares to be registered pursuant to the U.S. Securities Act of 1933, as amended (the "Securities Act"). In connection therewith, as soon as practicable after a Registration Request is made, BYND shall prepare and file with the U.S. Securities and Exchange Commission (the "Commission") a Registration Statement on Form F-1 covering the resale of the BYND Issued Shares. If at any time after the Approval Date, BYND determines to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form F-4 or Form S-8 or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then BYND will send to AGROINVESTMENT written notice of such determination and if, within ten days after receipt of such notice, Elsztain requests in writing, BYND will include in such registration statement all or any part of any BYND Issued Shares that AGROINVESTMENT requests to be registered. Notwithstanding the foregoing, in the event that, in connection with any underwritten public offering, the managing underwriter(s) thereof impose a limitation on the number of shares of securities that may be included in the Registration Statement because, in such underwriter(s)' reasonable judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then BYND is obligated to include in such Registration Statement only such limited portion of the BYND Issued Shares with respect to which AGROINVESTMENT have requested inclusion hereunder as the underwriter recommends.

13. Acknowledgement and Waiver

13.1 The Subscriber has acknowledged that the decision to acquire the BYND Issued Shares was solely made on the basis of the Public Record. The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Securities.

14. Collection of Personal Information

14.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Offering and may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities, (b) the Issuer's registrar and transfer agent, (c) tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (e) any of the other parties involved in the Offering, including the Issuer's Counsel. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Subscriber may be purchasing the Shares as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

Furthermore, the Subscriber is hereby notified that:

(a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian provincial securities commissions, the United States Securities and Exchange Commission and/or any state securities commissions (collectively, the "**Commissions**"), certain personal information pertaining to the Subscriber, including the Subscriber's full name, residential address and telephone number, the number of Shares or other securities of the Issuer owned by the Subscriber, the number of Shares purchased by the Subscriber, the total Subscription Amount paid for the Shares, the prospectus exemption relied on by the Issuer and the date of distribution of the Shares;

(b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws; and

(c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws.

15. Costs

15.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Shares will be borne by the Subscriber. Notwithstanding, the Parties agree that the Escrow Agent´s fee will be paid by the Issuer.

16. Governing Law

16.1 This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial or undisclosed purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

17. Survival

17.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, will survive and continue in full force and effect and be binding upon the Issuer and the Subscriber, notwithstanding the completion of the purchase of the Securities by the Subscriber.

18. Assignment

18.1 This Agreement is not transferable or assignable.

19. Severability

19.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

20. Entire Agreement

20.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.

21. Notices

21.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including email or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer will be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

22. Beneficial Subscribers

22.1 Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Agreement, including the exhibits hereto, will be treated as if made by the Disclosed Principal, if any.

23. Execution of Subscription Agreement

23.1 The Issuer and the Issuer's Counsel will be entitled to rely on delivery by email or other means of electronic communication capable of producing a printed copy of an executed copy of this Agreement, and acceptance by the Issuer of such email or other form of electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Issuer or the Issuer's Counsel prior to or at the Closing, the Issuer and the Issuer's Counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions, unaltered, of the pages not delivered prior to or at the Closing.

24. Counterparts and Electronic Means

24.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Closing Date.

25. Exhibits

25.1 The exhibits attached hereto form part of this Agreement.

26. Indemnity

26.1 Each Party will indemnify and hold harmless the other Party and the other Party´s Counsel, where applicable, the other Party´s directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Party contained in this Agreement, the Questionnaires, as applicable, or in any document furnished by the one Party to the other Party in connection herewith being untrue in any material respect, or any breach or failure by a Party to comply with any covenant or agreement made by one Party to the other Party in connection therewith.

Exhibit 4.6

ESCROW AGREEMENT

THIS AGREEMENT is dated the 3rd day of September 2021

AMONG:

BYND CANNASOFT ENTERPRISES INC. (the "**Company**"),

- and -

LATIN ADVISORS LTD ("**LA**"),

- and -

AGROINVESTMENT S.A. (the "**Investor**").

WHEREAS:

A. The Company and the Investor are entering into a PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT which is being delivered concurrently with this Agreement (the "SUB AGREEMENT").

B. Immediately after completion of the closing by its definition on the SUB AGREEMENT, the company shall deliver to LA, in favor of the Investor:

(i) **2,403,846** BYND Shares (the "**BYND Issued Shares**"); and

(ii) **400,000** non-transferable share purchase warrants, (the "**BYND Warrants**", and together with the BYND Issued Shares, the "**BYND Securities**");

and the Investor shall deposit, in favor of the Company, the full Subscription Amount by its definition on the SUB AGREEMENT (the "Funds").

NOW THEREFORE the parties agree as follows:

1. **Funds**. LA acknowledges that the Funds, upon their receipt by LA from the Investor, will be deposited into an escrow account (the "Escrow Account") in the name of the Escrow Agent on behalf of the parties of this agreement in Pershing LLC for the benefit of the Company and the Investor. The Company and the Investor each acknowledge and agree that the Funds will not earn interest or other yield.

2. **BYND Securities**. LA acknowledges that the Securities, upon their receipt by LA from the Company, will be deposited into an escrow account (the "Escrow Account") in the name of the Escrow Agent on behalf of the parties of this agreement in Pershing LLC for the benefit of the Company and the Investor.

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3. <u>Escrow Release:</u>

The BYND Securities and Funds, the Parties hereby agree that should be released as follows:

(a) provided that the Escrow Release Condition is satisfied on or prior to the Escrow Release Condition Date (such date being referred to as the "**Escrow Release Condition Satisfaction Date**"), the Escrow Agent: (i) shall immediately release the BYND Securities to the Investor, and, (ii), shall release the Funds to BYND (the "**Escrow Release Date**"); and

(b) in the event that the Escrow Release Condition shall not be satisfied on or before the Escrow Release Condition Date, then the Escrow Agent shall release the BYND Issued Shares to BYND for cancellation and shall release the **Funds** to the Investor immediately.

(c) "**Escrow Release Condition**" means: (i) BYND's filing of a Form 20F registration statement with the United States Securities and Exchange Commission, respecting the BYND Issued Shares and (ii) the effective approval from Nasdaq for listing of the BYND Shares parallel to Nasdaq confirmation;

(d) "**Escrow Release Condition Date**" means April 30th, 2022, or such other date as the parties hereto shall mutually agree in writing.

3. **No Agency**. The Company and the Investor each acknowledge that LA is acting solely at their request and for their convenience and that LA is not and shall not be deemed to be, the agent of the Company, or the Investor in respect of the Funds. LA shall not be liable to any one or more among the Company, or the Investor for any matter beyond its control or for any error in judgment or for any act or omission on its part in respect of the Funds herein referred to unless such error in judgment, act or omission is made, taken or suffered by LA in bad faith or involves gross negligence on the part of LA.

4. **Indemnity**. BYND shall be responsible for LA fees in connection with the preparation of this Agreement and the performance of LA's obligations hereunder. The Company and the Investor hereby agree to indemnify and hold LA harmless from and against all costs, claims (including those from third parties) and expenses, including solicitor's fees and disbursements incurred in connection with or arising from the performance of LA's duties or rights hereunder, provided that this indemnity shall not extend to actions or omissions taken or suffered by LA in bad faith or involving gross negligence on the part of LA.

5. **Limitation on Duties**. It is understood and agreed that LA's only duties and obligations in respect of the Funds are as expressly set out in this Agreement. LA shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered, or omitted to be taken by it if LA acts in accordance with the advice of such counsel. LA shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by LA to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

In the event of any dispute between the parties hereto, LA may (at its option) transmit the Funds (or any lessor portion which remain in trust) to a court of competent jurisdiction and upon doing so LA shall be relieved of all further obligations under this Agreement.

6. **Discharge from Duties**. Upon disposing of the Funds in accordance with the provisions of this Agreement by either one or more Release Notice(s) or a Refund Notice (as the case may be), LA shall be relieved and discharged from all claims and liabilities in respect of the Funds and LA shall not be subject to any claims made by or on behalf of any party hereto with respect to its holding and disposition of the Funds.

7. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8. **Modification**. This Agreement may only be modified or amended by an agreement in writing signed by all of the parties hereto.

9. **Time**. Time shall be of the essence of this Agreement.

10. **Successors and Assigns**. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement.

12. **Terms and Definitions**. Capitalized terms not otherwise defined herein, shall have the meaning given to them in the SUB AGREEMENT.

13. **Loan option.** The parties agreed that the Investor will have the option to receive a loan from BYND, for an amount equal to the amount of the Funds for a period of time of no longer than 10 days from the day that BYND can prove the Investor that the application for the listing of BYND Issued Shares on NASDAQ has been filled.

In any case that the Investor will request to exercise his option, BYND will instruct the Escrow Agent to deliver the Funds to the Investor and the parties may hereto mutually agree in writing the appropriate amendments to this Escrow Agreement.

At any case that the funds will not be returned to the Escrow Account within 10 days of the Filling Date, the parties instruct the Escrow Agent to release the BYND securities back to BYND for cancelling.

[remainder of page is intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, the parties have executed this agreement with effect as of the date set forth above.

BYND CANNASOFT ENTERPRISES INC

per: */s/ Yftah Ben Yaackov*
Yftah Ben Yaackov, CEO

LATIN ADVISORS LTD.

per: */s/ Matias Sagaseta*

AGROINVESTMENT S.A.

per: */s/ EDUARDO SERGIO ELSZTAIN*

Exhibit 4.7

LICENCE ASSIGNMENT

THIS ASSIGNMENT is dated the 24th day of November, 2019.

BETWEEN:

Dalia Brzezinski (the **"Vendor"**)

- and –

B.Y.B.Y INVESTMENTS AND PROMOTIONS LTD. ("**Cannasoft")**

RECITALS:

A. Dalia is the named applicant with respect to a Initial Authorization for Establishing a Site for Dealing with a Controlled Substance, issued by the State of Israel Medical Cannabis Agency, which authorization was issued on June 4, 2018 (the "**Primary Growing License**").

B. Israeli Law provides that the Primary Growing License is non-transferrable, except to a company in which the transferor maintains a minimum 26% ownership interest.

C. Dalia currently owns a 38.4% ownership interest in Cannasoft.

D. On November 14, 2018, Dalia agreed to transfer the Primary Growing License to Cannasoft.

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of the sum of One Dollar ($1.00) of lawful money of Canada now paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Vendor agrees as follows:

1. Dalia hereby irrevocably sells, assigns, and transfers to Cannasoft, all right, title, and interest in and to the Primary Growing License and Cannasoft hereby accepts such assignment and transfer.

2. Dalia shall hereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Cannasoft, to document Dalia's assignment and transfer of the Primary Growing License, to the Purchaser, including but not limited to, applying to the applicable authority to formally re-register the Primary Growing Licence in the name of Cannasoft.

3. Until such time as the Primary Growing License is re-registered in the name of Cannasoft, Dalia shall hold the Primary Growing License "in trust" for the benefit of Cannasoft and further covenants and agrees to take all necessary steps to maintain the Primary Growing License in good standing including, to apply to re-new the Primary Growing Licence each year, in a timely manner.

4. This Assignment shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

5. This Assignment may be executed in counterparts by facsimile or other electronic means.

IN WITNESS WHEREOF this Assignment has been executed as of the date first written above.

B.Y.B.Y. INVESTMENTS & PROMOTIONS LTD.

per: *"Yftah Ben Yaackov*"
Yftah Ben Yaackov, ASO

"Dalia Brzezinski
Dalia Brzezinski

Exhibit 4.8

LEASE

THIS LEASE is made as of the 1st day of May, 2020

BETWEEN:

Dalya bzizinsky
Cochav Michael 10
(the "**Landlord**")

-and-

Cannasoft pharma ltd (the "**Tenant**")

1. Premises: In consideration of the rents, covenants, conditions and agreements contained herein, the Landlord does hereby lease unto the Tenant, its successors and assigns, and the Tenant hereby leases from the Landlord, from the Commencement Date and for the Term, the lands described in Schedule "A" annexed hereto (the "**Property**").

2. Term: The term of this lease is ten (10) years (the " **Initial Term**") which shall commence on the day cannasoft will get a permit from the Israel cannabis unit to start planning the seeds of the medical cannabis (the "**Commencement Date**"). The Tenant shall have the option, at its sole discretion, to extend the term of the lease beyond the Initial Term for one (1) additional ten (10) year period (the "**Extension Term**", and together with the Initial Term, the "**Term**"), on the same terms and conditions as this lease, by giving written notice to the Landlord at least six (6) months prior to the expiry of the then current Term of this lease.

3. Rent:

Rent will be applicable and commence on the Commencement Date. From thereon Rent shall be payable monthly, on the first day of each of month during the term, (each, a "**Payment Date**"). During the Term, the Tenant shall pay to the Landlord (a) prior to obtaining license to grow medical cannabis from the Medical Cannabis Unit of the Isarel Ministry of Health (the "**MCU**"), the total rent of $1.00 per month, and (b) after obtaining the licence to grow medical cannabis, $1,100 per month including Value Added Tax (VAT) (the "**Rent**").

4. Taxes: On or before the due dates set out in the property tax bills issued by the taxing authority with respect to the Property, the Tenant shall pay all property taxes payable in respect of the Property. The Tenant may undertake appropriate proceedings to review or contest the amount or validity of any such property taxes. Any documents reasonably required to enable the Tenant to prosecute any such proceedings shall be executed and delivered by the Landlord on the request of the Tenant. Any refund received as a result of such proceedings shall be for the benefit of the Tenant. Upon each payment of property taxes being made, the Tenant shall provide the Landlord with written proof of payment of property taxes.

5. Utilities: The Tenant shall, during the Term, pay for all utility charges in connection with the Property and any buildings and structures existing on the Property at the commencement of the term and built during the Term**.** Upon the commencement of the Initial Term, the Tenant shall forthwith convert the supply contracts for all Utilities to the Property and Facility, to that of the name of the Tenant, and shall supply evidence of same to the Landlord in writing.

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6. Use: The Tenant shall use the Property for the purposes of planning, developing, constructing, owning, operating and maintaining the business carried on by a Licensed Producer issued under the *Controlled Drug and Substances Act* (Canada) and ancillary and related business and activities, including the sale and distribution of marihuana (the "**Business**").

7. Assignment: The Tenant shall have the absolute right at any time and from time to time, without obtaining the Landlord's consent, to: (a) assign or grant, or license, or otherwise transfer all or any portion of its right, title or interest under this lease and/or in the Facility to any person or entity, provided that, unless the transferee, if other than a non-arm's length person or entity to the Tenant, has substantially

similar financial capacity as the Tenant as reflected in its most current balance sheet, the Tenant shall remain liable under this lease, and otherwise the Tenant shall be released of all obligations under this lease as of and from closing of such assignment; and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed or personal property security instrument) all or any portion of its right, title or interest under this lease, to any banking or financial institution, institutional investor, pension fund, hedging counterparty or other person or entity that from time to time who: (i) takes a security interest in this lease or the Facility; or (ii) provides a secured guarantee or secured financing for some or all of the Facility, Business or operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns (each, a "**Lender**") as security for the repayment of any indebtedness and/or the performance of any obligation.

8. The Facility: The "**Facility**" shall mean anything that relates in any manner to the Business that is construted by the Tenant on the Property and/or comprises personal property of the Tenant, whether or not same shall become a fixture, and includes, without limitation, buildings, structures, improvements, equipment, cabling, wiring, conduits, fixtures and structures (including without limitation, security fences or devices). The parties agree that the Tenant shall have the right to construct and erect the Facility on any portion of the Property provided same is completed in accordance with applicable Laws (as defined below). For greater certainty, the Tenant may make or cause to be made any alterations, additions or improvements to the Property and may construct permanent or temporary structures or buildings and install or cause to be installed any chattels, trade fixtures, shades, awnings, HVAC, water systems, lighting, signs, shelves, racks, displays, counters, computers, operating equipment, office equipment, telephone systems, alarm systems, furniture, portable ramps, floor coverings, interior or exterior lighting and mechanical or electrical systems as the Tenant deems desirable or appropriate provided that the Tenant will provide the Landlord with drawings respecting any material improvements prior to commencing construction. Notwithstanding the foregoing, the Tenant shall seek the Landlord's consent prior to (a) removing any living trees having a diameter greater than six inches four feet off the ground and/or (b) prior to constructing any leasehold improvements to buildings on any of the Property exisiting as of the date hereof, which, for greater certainty, does not include the Facility, in any such case such consent not to be unreasonably withheld or delayed.

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9. Ownership of Property: All personal property, including without limitation structures, improvements, equipment, inventory and chattels affixed to, placed or operated in, on, or under the Landlord Lands by or on behalf of the Tenant (collectively, "**Tenant's Property**"), including but not limited to the Facility, shall, at all times, remain the property of the Tenant, notwithstanding any rule of law or equity. The Tenant's Property shall remain at all times the personal and moveable property of Tenant, and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Tenant's Property to the Property. The Tenant's Property, including, but not limited to, any equipment the Tenant bring onto the Landlord Lands and uses in the course of the Tenant's Business, shall not be subject to distress or seizure by the Landlord or its agents by reason of any default whatsoever by the Tenant, its employees or agents. The Landlord covenants to take all necessary steps to ensure that any lender or other encumbrancer of the Property acknowledges in writing to the Tenant (and its Lenders) in form and substance acceptable to Tenant that no such charge or encumbrance shall apply to the Tenant's Property or the Tenant's right to use the Property during the Term, and the Landlord shall not charge or otherwise encumber or permit to be charged or otherwise encumber any of the Tenant's Property or Tenants rights under this lease. Tenant shall have the unfettered right, at all times during the Term and any extensions thereof, to make any alterations or improvements to the Tenant's Property, or the Property and/or to remove all or any part of the Tenant's Property and appurtenances from the Property.

10. Removal of Facility: If the Facility is no longer required by the Tenant, or should the Property be surrendered by the Tenant, or this lease is terminated by the Tenant, the Tenant may, at its sole option, as soon as practicable under the circumstances, take down, dismantle and remove the Facility and repair any damage caused by such removal. In the event of such complete surrender or termination, the Landlord shall provide such access as is reasonably required by Tenant to expedite such removal. The Tenant shall have the right at any time throughout the Term to remove any or all of the Facility or the Tenant's Property from the Property.

11. Security Measures: The Tenant shall be permitted, at its cost, to take all steps to secure the Property and to prevent unauthorized access to the Property, and that in addition to the limitations in this lease such access shall be subject to compliance with all applicable Laws, including the MCU. Further, the Tenant, at its cost, may take such actions as it deems necessary to secure the Facility and/or the Tenant's Property from tampering, vandalism, damage, destruction or entry by persons not authorized to gain access to the Facility. In particular, the Tenant, at its cost, may take such actions as it deems necessary to comply with the security measures set forth in the MCU. Notwithstanding anything else contained herein, the Tenant shall grant the Landlord access to the Facility or any part of the Property upon twenty-four hours written notice subject to such access being in compliance with applicable Laws and the Tenant's security policies and protocols.

12. Representations and Warranties:

The Landlord hereby represents and warrants to the Tenant that the following statements are true, correct and complete and the Landlord acknowledges and agrees that such representations and warranties (and any other representations, warranties and certifications of Landlord contained in this lease) may be conclusively relied upon by: (i) the Tenant; (ii) any existing or proposed subtenant or assignee of the Tenant; (iii) any Lender; and (iv) any title company proposing to issue title insurance to the Tenant or any such assignee, subtenant or Lender:

a) (i) this lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms; (ii) no other person (including any spouse) or entity is required to execute this lease in order for it to be fully enforceable as against all interests in the Landlord Lands and the Property; (iii) the Landlord is not the subject of any bankruptcy, insolvency or probate proceeding; and (iv) no person or entity other than the Landlord, and the Tenant as created hereby, has any interest in the Property other than a mortgage to Jorg Johannes Enderlein;

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b) no litigation is in progress, pending, and, to the best of the Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property or the interest of the Landlord or Tenant therein;

c) (i) the Landlord, its business, this lease and the Property are in full compliance in all material respects with all applicable federal, provincial and local laws, statutes, ordinances, orders, rules and regulations (each, a "**Law**"); (ii) this lease does not violate any contract, agreement, instrument, judgment or order to which the Landlord is a party or which affects the Property; and (iii) there are no commitments or agreements with any governmental agency or public or private utility affecting the Property or any portion thereof that have not been disclosed in writing by the Landlord to the Tenant;

d) there are no agreements with any third parties (including, but not limited to, any other leases, use or occupancy agreements, easements, licenses or other rights of possession or use, sales or any option for any of the foregoing) that could interfere with, conflict with, prohibit or restrict the Tenant's ability, or the ability of any assignee of the Tenant to enter upon and use the the Property as contemplated by this lease;

e) (i) other than septic tanks, no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof; (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any Law (each, a "**Hazardous Material**") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other Laws (each, an "**Environmental Law**") that govern the same or are applicable thereto; and (iii) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. The Landlord has not received any notice or other communication from any governmental authority alleging that the Property or any portion thereof is in violation of any Environmental Law; and

f) there are no recorded or unrecorded liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements, leases, subleases, occupancies, tenancies, water rights, options, rights of first refusal or other matters affecting, relating to or encumbering the estate of the Property or any portion thereof (each, an "**Encumbrance**") affecting the Property. The Landlord and the the Property are in full compliance with all Encumbrances affecting the Property. The Landlord has delivered true and complete copies of all documents evidencing Encumbrances to the Tenant.

13. Default: If any party shall breach any warranty or fail to perform any covenant, agreement or obligation required to be performed under the terms of this lease, this lease shall not terminate but the defaulting party shall be obliged to remedy any such default within fifteen (15) days after notice thereof in writing has been given to it by the non-defaulting party, provided the defaulting party shall have such extended period as may be required beyond the fifteen (15) days if the nature of the cure is such that it reasonably requires more than fifteen (15) days and the defaulting party commences the cure within the fifteen (15) day period and thereafter continuously and diligently pursues the cure to completion. The defaulting party covenants to proceed diligently to cure any such default upon receiving the aforementioned notice.

14. Failure to Perform Obligations: If any party shall breach any warranty or fail to perform any covenant, agreement or obligation required to be performed under the terms of this lease and such breach or failure shall continue for a period of fifteen (15) days after written notice thereof from the other (except in the case of an emergency when no notice or such shorter period of notice as is reasonable in the circumstances shall be sufficient), then the non-breaching party may, in addition to any of its other rights, cure any default or breach of warranty of the other party hereunder, and perform any covenant, agreement or obligation which the other party has failed to perform. Any amounts expended by the non-breaching party in curing such default or breach of warranty or performing such covenant shall be paid by the other party upon fifteen (15) days written notice, plus an administration fee of 15% of the actual cost and, in the event that the Landlord is the breaching party, the Tenant may, at its option, offset the amount or amounts (including the administration fee) due to it against Rent payments; provided that if the default or contingency cannot be cured with due diligence within such fifteen (15) day period and the party has commenced to cure such default or contingency and proceeds diligently to cure such default with reasonable dispatch, then the party shall be entitled to such longer period as may be reasonably necessary to cure such default or contingency.

15. Termination: The Landlord may terminate this lease by notice to the Tenant upon the occurrence of any of the following: (a) the Tenant's non-payment of Rent due hereunder for a period of thirty (30) days after receipt of notice of such failure from Landlord; (b) the Tenant's failure to perform any other material covenant for a period of fourty-five (45) days after receipt of notice from Landlord specifying the failure; provided however, that no such failure shall be deemed to exist if the Tenant shall have commenced good faith efforts to rectify the same within such fourty-five (45) day period and provided that such efforts shall be prosecuted to completion with reasonable diligence; (c) insolvency or bankruptcy of the Tenant. Durng the period prior to the time the Tenant obtains a license as a Licensed Producer in respect of application number 10-MM0053 made to Health Canada for a Licensed Producer license, the Tenant may terminate this lease at any time on not less than 60 days prior written notice to the Landlord for convienience and upon such termination neither party shall have any further rights or obligations hereunder other than those rights or obligations arising prior to such termination that are expressly stated to survive expiration or termination of this lease.

16. Condition of the Property: Subject to the terms of this Agreement, including the Landlord's representations and warranties, the Tenant acknowledges and agrees that it is entering into this Lease and taking possession of the Property on an "as-is-where-is" basis and that the Landlord has made no representations or warranties to the Tenant with respect to the suitability of the Property for the Business of the Tenant except as provided herein.

17. Notices: All notices to be given hereunder shall be provided by electronic mail to the addresses set out below. In the case of notice to the Tenant, notice shall be provided to:

Dalya bzizinsky moshav cochav Michael 10

in the case of notice to the Landlord, notice shall be provided to:

yftah ben yaackov palmacj 3 ashkelon

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the notice.

18. Disposition: The Landlord hereby covenants in favour of the Tenant that it shall not sell, transfer, assign or otherwise dispose of its interest in the Property, without first having such purchaser, assignee or transferee enter into an assumption agreement of all of Landlord's obligations hereunder, failing which such assignment of rights shall be unenforceable as against Tenant. Tenant shall be released from its obligations arising from and after the date of any assignment of this lease to the extent that any assignee of this lease assumes Tenant's obligations hereunder. Landlord shall be released from its obligations arising from and after the date of any assignment of this lease to the extent that any assignee of this lease assumes Landlord's obligations hereunder.

19. Damage and Destruction: In the event of a casualty to the Facility or the Tenant's Property resulting in the destruction of all or any material portion of the Facility or the Tenant's Property, the Tenant may, in its sole discretion, elect to repair or reconstruct the Facility or the Tenant's Property or terminate and cancel this lease upon written notice to the Landlord given within ninety (90) days following the occurrence of said casualty, and in such event the Tenant shall have no liability by reason of such termination other than to pay Rent for the balance of the then current Term and neither party shall have any further rights or obligations hereunder other than those rights or obligations arising prior to such termination that are expressly stated to survive expiration or termination of this lease. For greater

certainty, Tenant shall have the unfettered right to remove all or any part of the Tenant's Property and appurtenances from the Property upon any such termination.

20. Exclusivity: The Landlord will not permit anyone, other than the Tenant to enter upon, occupy or use any part of the Property.

21. Non-Disturbance: By no later than thirty (30) days after the date of execution of this lease, the Landlord shall obtain executed non-disturbance agreements at the cost of the Tenant, from each mortgagee of the Property, if any, in the form attached as Schedule "B" or in alternate form acceptable to the Tenant acting reasonably, and Landlord shall deliver them to the Tenant., In the event that any subsequent mortgage is registered against the Property, the Landlord shall obtain and deliver to Tenant executed non-disturbance agreements in such form from each such subsequent mortgagee prior to the registration of such mortgage.

22. Quiet Possession: The Tenant shall have quiet enjoyment and exclusive possession of the Property for the Term.

23. Non-Exhibition: Landlord acknowledges the highly regulated nature of the Tenant's Business and intended use of the Property, and in recognitition of the Tenant's intended use and the Tenant's security and privacy requirements, the Landlord will not enter onto the Property or cause to exhibit the Property for sale or for lease at anytime during the Term except in accordance with Applicable Laws and the Tenants security procedures and protocols.

24. Non-waiver: No waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

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25. No Partnership: Nothing contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

26. Observance of Law: Tenant and Landlord will comply with all provisions of applicable Law including without limiting the generality of the foregoing, federal and provincial legislative enactments, building by-laws, and other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Property as intended, or to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Property, and will comply with all police, fire, and sanitary, and controlled substance laws and regulations imposed by any governmental, provincial or municipal authorities or made by fire insurance underwriters, and will observe and obey governmental and municipal regulations and other requirements governing the conduct of any business conducted on the Property or any part thereof. Landlord and Tenant will take all necessary steps to ensure compliance with all of the laws, rules and proceedures of the MCU.

27. Entire Agreement: This lease and the schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, which agreement supersedes all prior and other contemporaneous agreements, understandings, negotiations and discussions between the parties whether oral or written. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein. No modification of this lease shall be binding unless in writing. No waiver of any provision of this lease shall constitute a waiver of any other provision nor shall such waiver constitute continuing waiver unless otherwise expressly provided herein.

28. Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented by the performance of any act required hereunder by reason of strikes, lockouts, labour issues, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrections, war or other reason of a like nature, but not on account of the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not excuse the Tenant from the prompt payment of any sums required to be paid by the Tenant hereunder.

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/s/ Dalya Bzizinsky */s/Yftah Ben Yaackov*

Dalya Bzizinsky **Yftah Ben Yaackov**

This agreement has been executed by the parties on the date first above written.

SCHEDULE “A”

A 15 donam agricukture porpuse land in cohav Michael 10 israel

Exhibit 4.9

[stamp] State of Israel
Israeli Medical
Cannabis Agency
(IMCA)

[logo] [emblem of the State of Israel]
Ministry
of Health
[illegible]
Medical Cannabis Agency
Expiry Date: October 12, 2021
Dealer's Code: V-1315-060518

Initial Authorization for Establishing a Site for Dealing with a Controlled Substance

By virtue of the authority vested in me pursuant to the middle of Sections 6, 13-17 of the Dangerous Drugs [New Version] Ordinance, 5733 – 1973 (hereinafter: "the Ordinance") and pursuant to the Dangerous Drugs Regulations, 5740 – 1979 (hereinafter: "the Regulations"), an initial authorization to establish a **Proliferation Farm – Cannabis Plant Proliferation** (hereinafter: "the site") has been granted, pursuant to the following details:

1. The Applicant for the Authorization and his Details:

1.1 Entrepreneur/Corporation's Name: **Dalia Brzezinski** ID/Pvt. Co. No: **054771613** (hereinafter: "the Applicant")
1.2 Site Address**: Kochav Michael** **Farm/Estate Farm No 10**
1.3 Contact Person (Name): **Dalia Brzezinski** **Waypoint**
ID No: **054771613** Tel No: 054-222-8861

2. Name of the Controlled Substance:

Cannabis

3. Its Form:

This authorization does not constitute authorization to hold in any form.

It is absolutely prohibited to hold the drug, plant, parts of it, its ingredients, or products and in any form, as long as no express license for this has been received from the Director.

4. The Objective of the Authorization:

4.1 To work toward planning/establishing/adapting a proliferation farm – cannabis plant proliferation

4.2 The Applicant declares that this authorization will not be used for any purpose not authorized and specified explicitly in this authorization.

5. Restrictions and Additional Conditions

5.1 This authorization is only temporary. This authorization can be annulled at the Director's sole discretion, or pursuant to a decision of the Government of Israel, without derogating from any other cause in the law for annulling the authorization.

5.2 This authorization contains nothing to impose any obligation whatsoever on the Ministry of Health or the Medical Cannabis Agency to grant a license for dealing in a controlled substance.

5.3 This authorization is authorization for the Applicant to commence establishing or adapting the site according to the planned occupation. The principles of the planning and establishment/adaptation of the business must be accomplished according to the intended occupation, while complying with all the relevant requirements of the law and pursuant to the quality and security requirements as detailed below:

a. Cultivation or proliferation of cannabis plants – as detailed in the IMC-GAP Procedure (Suitable Cultivation Conditions) and as detailed in the IMC-GSP Procedure (Security Conditions).

It must be emphasized that the Applicant must comply with the security requirements at the site as detailed in the IMC-GCP Procedure and receive security confirmation pursuant to the type of occupation.

5.4 This authorization is non-transferable in any form whatsoever.

5.5 Should there be any change whatsoever in the ownership of the Applicant, or in the identification of the controlling shareholders, managers or authorized signatories on its behalf, which are detailed in this license, without receiving the IMCA's advance written approval for this, the validity of this license shall expire. Regarding this Section, a change in the ownership means transfer of shares in any manner whatsoever, in a volume that exceeds 5% of the company's total shares.

5.6 In view of operations in the cannabis field, and because these operations necessitate, inter alia, receipt of authorizations and/or licenses pursuant to the details in the Government's Resolution 1587 Section 3a from the IMCA, including receipt of the IMCA's authorization for all the dealers, managers and controlling shareholders in companies and/or their managers – **the authorization is subject to the conditions hereto attached**

a. Every material shareholder as defined in the Companies Law, 5759 – 1999 and/or interested party as defined in the Companies Law, 5759 – 1999 and/or an effective interested party*and/or director and/or general manager in the company has to receive the IMCA's authorization.

[signature]
[stamp] Mgr Yuval Landschaft
L.N. 4023

The Medical Cannabis Agency (IMCA)
Israeli Medical Cannabis Agency
Minister of Health
PO Box 1176, Jerusalem 91010
IMCA@moh.health.gov.il
Tell No: *5400 Fax No: 02-647-4810

Health Answering Service
***5400**

[bilingual text see left column]

[stamp] State of Israel
Israeli Medical
Cannabis Agency
(IMCA)

[logo] [emblem of the State of Israel]
Ministry
of Health
[illegible]
Medical Cannabis Agency
Expiry Date: October 12, 2021
Dealer's Code: V-1315-060518

b. No shares in the company may be allotted to any offeree whatsoever, which, following this allocation, will convert him into a material shareholder and/or interested party and/or effective interested party*, prior to receiving the IMCA's approval for this.

c. No director and/or general manager in the company may be appointed prior to receiving the IMCA's approval for this.

d. The company must amend the Company's Articles Association so that they include an instruction, pursuant to which, if any entity/entities whatsoever become material shareholders and/or interested parties and/or effective interested parties*in the company by virtue of holding its shares or agreement between shareholders, prior to receiving the mandatory authorizations from the IMCA, the company shall have the right to forfeit shares and/or anesthetize some of the shares held by one or more of these shareholders, so that after the forfeiture and/or anesthetization of the shares, there will not be any interested party entities by virtue of holdings or by virtue of agreement or effective interested parties*in the company.

e. The company must not extend the tenure of a director or its general manager, unless there is IMCA approval regarding him on the date of the extension.

f. At any Annual Meeting of the company the general manager of the company must declare that all the mandatory IMCA authorizations for the company and dealer/dealers, manager/managers and interested party/parties as detailed in Sections a. b. and c. above exist and are valid on the date of the meeting and that there has not been any change in the status of the dealer/dealers, manager/managers, material shareholder/shareholders and interested party/parties from the time of granting the authorization/authorizations.

* An effective interested party is a controlling interest in the interested party and/or a material shareholder as these are defined in the Companies Law, 5759 – 1999.

5.7 The Applicant must inform the Director immediately of any change in any of his details (address, contact person's etc.) and receive the IMCA's advance written approval for any change in the ownership of the Applicant or in the identity of the interested parties in it or its managers or its authorized signatories or the material shareholders.

5.8 The presence of minors at the site or in its installations is absolutely prohibited.

5.9 The provisions in the Ordinance and Regulations and any instruction and stipulation for complying with any mandatory quality conditions apply to the Applicant.

5.10 The Applicant must maintain regular records of all the operations regarding the establishment of the site and any additional record required by the Director. The records must be presented to the Director at any time that he demands this and must be presented to any other competent entity, according to the matter, according to the Director's demand.

5.11 it will be possible to update the conditions and stipulations at the IMCA's discretion and with the approval of the Dir. Gen. at the Health Ministry. The IMCA is entitled to publish additional instructions according to the circumstances and essence of the business.

6. <u>The Validity of the Authorization:</u>

6.1 This authorization annuls any previous, other or additional authorization at the Applicant's disposal

6.2 This authorization was granted today **<u>October 12, 2020</u> at the IMCA's offices.**

6.3 This authorization expires on **<u>October 12, 2021,</u>** unless annulled previously to this by the Director's decision.

[signature]
[stamp] Mgr Yuval Landschaft
L.N. 4023
Director
The Medical Cannabis Agency IMCA
Yuval Landschaft
Director pursuant to the Dangerous Drugs Ordinance

The Medical Cannabis Agency (IMCA)
Israeli Medical Cannabis Agency
Minister of Health
PO Box 1176, Jerusalem 91010
IMCA@moh.health.gov.il
Tell No: *5400 Fax No: 02-647-4810

Health Answering Service
***5400**

[bilingual text see left column]

Exhibit 4.10

TRUST DECLARATION

THIS DECLARATION made as of the 1st day of October, 2020.

WHEREAS the undersigned is the registered owner of 260,000 ordinary shares (the "**Trust Shares**") in the capital stock of B.Y.B.Y. Investments and Promotions Ltd. (the "**Corporation**");

AND WHEREAS the Trust Shares represent 26% of the issued and outstanding shares of the Corporation.

NOW THEREFORE THIS DEED WITNESSETH THAT:

1. I, Dalya Bzizinsky, hereby declare and acknowledge that I hold title to the Trust Shares as bare trustee for and solely on behalf of BYND - Beyond Solutions Ltd. (the "**Beneficiary**") and I otherwise have no legal or beneficial interest in the Trust Shares.

2. I agree to hold the Trust Shares for and on behalf of the Beneficiary and to deal therewith only as directed by the Beneficiary.

3. I will do no act or thing, or institute any action or proceeding of any nature respecting the Trust Shares. The only act which I am obliged to perform is to transfer the Trust Shares as directed by the Beneficiary.

4. All benefits and burdens arising from the Trust Shares, including but not limited to dividends, including stock dividends and other distributions, whether of capital or income, that may from time to time be payable on the Trust Shares belong legally and beneficially to the Beneficiary and this Declaration shall act as a direction to the Corporation to make all such payments to the Beneficiary.

5. This Declaration shall be binding upon and enure to the benefit of my heirs, estate trustees, successors and assigns and the heirs, estate trustees, successors and assigns of Beneficiary.

[remainder of page intentionally left blank - signature page to follow]

IN WITNESS WHEREOF I have hereto set my hand and seal as of the date first above written.

IN THE PRESENCE OF:)

)

)

)

) *"Dalia Brzezinski"*

Witness) **Dalia Brzezinski**

)

The Corporation hereby acknowledges the direction contained herein.

B.Y.B.Y. INVESTMENTS AND PROMOTIONS LTD.

Per: *"Yftah Ben Yaackov"*

Yftah Ben Yaackov, ASO

The undersigned beneficial owner, having read the foregoing hereby acknowledges and agrees with the terms hereof.

BYND – BEYOND SOLUTIONS LTD.

Per: *"Moti Maram"*

Moti Maram, President

Exhibit 4.11

This document is an unofficial consolidation of all amendments to National Policy 46-201F1 Escrow Agreement, effective as of November 17, 2015. This document is for reference purposes only. The unofficial consolidation of the Instrument is not an official statement of the law.

This is the form of agreement for escrow arrangements under National Policy 46-201 *Escrow for Initial Public Offerings*.

Form 46-201F1
Escrow Agreement

Table of Contents

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 29th day of March, 2021

AMONG:

BYND CANNASOFT ENTERPRISES INC.

(the **"Issuer"**)

AND:

COMPUTERSHARE INVESTOR SERVICES INC.

(the **"Escrow Agent"**)

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a "**Securityholder**" or "**you**")

(collectively, the "**Parties**")

This Agreement is being entered into by the Parties under National Policy 46-201 *Escrow for Initial Public Offerings* (the **Policy**) in connection with the proposed distribution (the **IPO**), by the Issuer, an emerging issuer, of common shares by prospectus.

For good and valuable consideration, the Parties agree as follows:

PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 Deposit of Escrow Securities in Escrow

(1) You are depositing the securities **(escrow securities)** listed opposite your name in Schedule "A" with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

(2) If you receive any other securities (**additional escrow securities)**:

(a) as a dividend or other distribution on escrow securities;

(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;

(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities,** it includes additional escrow securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 Release Schedule for an Established Issuer

2.1.1 Usual case

If the Issuer is an **established issuer** (as defined in section 3.3 of the Policy), your escrow securities will be released as follows:

On _____, 2 ___, the date the Issuer's securities are listed on a Canadian exchange **(the listing date)**	1/4 of your escrow securities
6 months after the listing date	1/3 of your remaining escrow securities
12 months after the listing date	1/2 of your remaining escrow securities
18 months after the listing date	your remaining escrow securities

*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

2.1.2 Alternate meaning of "listing date"

If the Issuer is an established issuer, an alternate meaning for **listing date** is the date the Issuer completes its IPO if the Issuer's securities are listed on a Canadian exchange immediately before its IPO.

2.1.3 Intentionally Deleted

2.1.4 Additional escrow securities

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

2.2 Release Schedule for an Emerging Issuer

2.2.1 Usual case

If the Issuer is an **emerging issuer** (as defined in section 3.3 of the Policy), your escrow securities will be released as follows:

On _____, 2 ___, the date the Issuer's securities are listed on a Canadian exchange **(the listing date)**	1/10 of your escrow securities
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the listing date.

2.2.2 Alternate meaning of "listing date"

If the Issuer is an emerging issuer, an alternate meaning for **listing date** is the date the Issuer completes its IPO if:

(a) the Issuer's securities are not listed on a Canadian exchange immediately after its IPO; or

(b) the Issuer's securities are listed on a Canadian exchange immediately before its IPO.

2.2.3 Intentionally Deleted

2.2.4 Additional escrow securities

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

2.3 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.4 Replacement Certificates

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.5 Release upon Death

(1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative.

(2) Prior to delivery the Escrow Agent must receive:

(a) a certified copy of the death certificate; and

(b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 Becoming an Established Issuer

If the Issuer is an emerging issuer on the date of this Agreement and, during this Agreement, the Issuer:

(a) lists its securities on the Toronto Stock Exchange Inc. or Aequitas NEO Exchange Inc.;

(b) becomes a TSX Venture Exchange Inc. **(TSX Venture)** Tier 1 issuer; or

(c) lists or quotes its securities on an exchange or market outside Canada that its "principal regulator" under National Policy 43-201 *Mutual Reliance Review System for Prospectuses and Annual Information Forms* (in Quebec under Staff Notice, *Mutual Reliance Review System for Prospectuses and Annual Information Forms*) or, if the Issuer has only filed its IPO prospectus in one jurisdiction, the securities regulator in that jurisdiction, is satisfied has minimum listing requirements at least equal to those of TSX Venture Tier 1,

then the Issuer becomes an **established issuer.**

3.2 Release of Escrow Securities

(1) When an emerging issuer becomes an established issuer, the release schedule for its escrow securities changes.

(2) If an emerging issuer becomes an established issuer 18 months or more after its listing date, all escrow securities will be released immediately.

(3) If an emerging issuer becomes an established issuer within 18 months after its listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal installments on the day that is 6 months, 12 months and 18 months after the listing date.

3.3 Filing Requirements

Escrow securities will not be released under this Part until the Issuer does the following:

(a) at least 20 days before the date of the first release of escrow securities under the new release schedule, files with the securities regulators in the jurisdictions in which it is a reporting issuer

  (i) a certificate signed by a director or officer of the Issuer authorized to sign stating:

    (A) that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition, and

    (B) the number of escrow securities to be released on the first release date under the new release schedule, and

  (ii) a copy of a letter or other evidence from the exchange or quotation service confirming that the Issuer has satisfied the condition to become an established issuer; and

(b) at least 10 days before the date of the first release of escrow securities under the new release schedule, issues and files with the securities regulators in the jurisdictions in which it is a reporting issuer a news release disclosing details of the first release of the escrow securities and the change in the release schedule, and sends a copy of such filing to the Escrow Agent.

3.4 Amendment of Release Schedule

The new release schedule will apply 10 days after the Escrow Agent receives a certificate signed by a director or officer of the Issuer authorized to sign:

(a) stating that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition;

(b) stating that the release schedule for the Issuer's escrow securities has changed;

(c) stating that the Issuer has issued a news release at least 10 days before the first release date under the new release schedule and specifying the date that the news release was issued; and

(d) specifying the new release schedule.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 Restriction on Transfer, etc.

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more principals (as defined in section 3.5 of the Policy) of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the principals to the risks of holding escrow securities.

4.2 Pledge, Mortgage or Charge as Collateral for a Loan

You may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

4.3 Voting of Escrow Securities

You may exercise any voting rights attached to your escrow securities.

4.4 Dividends on Escrow Securities

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 Exercise of Other Rights Attaching to Escrow Securities

You may exercise your rights to exchange or convert your escrow securities in accordance with this Agreement.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 Transfer to Directors and Senior Officers

(1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if
the Issuer's board of directors has approved the transfer.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;

(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required approval from the Canadian exchange the Issuer is listed on has been received;

(c) an acknowledgment in the form of Schedule "B" signed by the transferee;

(d) copies of the letters sent to the securities regulators described in subsection (3) accompanying the acknowledgement; and

(e) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

(3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.2 Transfer to Other Principals

(1) You may transfer escrow securities within escrow:

(a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or

(b) to a person or company that after the proposed transfer:

(i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and

(ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certificate signed by a director or officer of the Issuer authorized to sign stating that:

(i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer, or

(ii) the transfer is to a person or company that:

(A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and

(B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries

after the proposed transfer, and

(iii) any required approval from the Canadian exchange the Issuer is listed on has been received;

(b) an acknowledgment in the form of Schedule "B" signed by the transferee;

(c) copies of the letters sent to the securities regulators accompanying the acknowledgement; and

(d) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

(3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.3 Transfer upon Bankruptcy

(1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy.

(2) Prior to the transfer, the Escrow Agent must receive:

(a) a certified copy of either:

(i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(ii) the receiving order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(d) an acknowledgment in the form of Schedule "B" signed by:

(i) the trustee in bankruptcy, or

(ii) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another person or company legally entitled to the escrow securities.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(1) You may transfer within escrow to a financial institution the escrow securities you have pledged, mortgaged or charged under section 4.2 to that financial institution as collateral for a loan on realization of the loan.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Schedule "B" signed by the financial institution.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.5 Transfer to Certain Plans and Funds

(1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund are limited to you and your spouse, children and parents, or, if you are the trustee of such a registered plan or fund, to the annuitant of the RRSP or RRIF, or a beneficiary of the other registered plan or fund, as applicable, or his or her spouse, children and parents.

(2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Schedule "B" signed by the trustee of the plan or fund.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.6 Effect of Transfer Within Escrow

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

PART 6 BUSINESS COMBINATIONS

6.1 Business Combinations

This Part applies to the following **(business combinations)**:

(a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer;

(b) a formal issuer bid for all outstanding equity securities of the Issuer;

(c) a statutory arrangement;

(d) an amalgamation;

(e) a merger; or

(f) a reorganization that has an effect similar to an amalgamation or merger.

6.2 Delivery to Escrow Agent

You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination; and

(b) any other information concerning the business combination as the Escrow Agent may reasonably request.

6.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

(a) identifies the escrow securities that are being tendered;

(b) states that the escrow securities are held in escrow;

(c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;

(d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional escrow securities that you acquire under the business combination.

6.4 Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered escrow securities when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that:

(a) the terms and conditions of the business combination have been met or waived; and

(b) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

6.5 Escrow of New Securities

If you receive securities **(new securities)** of another issuer **(successor issuer)** in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities if, immediately after completion of the business combination:

(a) the successor issuer is not an **exempt issuer** (as defined in section 3.2 of the Policy);

(b) you are a **principal** (as defined in section 3.5 of the Policy) of the successor issuer; and

(c) you hold more than 1% of the voting rights attached to the successor issuer's outstanding securities (In calculating this percentage, include securities that may be issued to you under outstanding convertible securities in both your securities and the total securities outstanding.)

6.6 Release from Escrow of New Securities

(1) As soon as reasonably practicable after the Escrow Agent receives:

(a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign:

(i) stating that it is a successor issuer to the Issuer as a result of a business combination and whether it is an emerging issuer or an established issuer under the Policy, and

(ii) listing the Securityholders whose new securities are subject to escrow under section 6.5,

the escrow securities of the Securityholders whose new securities are not subject to escrow under section 6.5 will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.3.

(2) If your new securities are subject to escrow, unless subsection (3) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(3) If the Issuer is:

(a) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs 18 months or more after the Issuer's listing date, all escrow securities will be released immediately; and

(b) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs within 18 months after the Issuer's listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal instalments on the day that is 6 months, 12 months and 18 months after the Issuer's listing date.

PART 7 RESIGNATION OF ESCROW AGENT

7.1 Resignation of Escrow Agent

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the securities regulators having jurisdiction in the matter and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the escrow securities.

PART 8 OTHER CONTRACTUAL ARRANGEMENTS

8.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

8.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

8.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

8.4 Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

8.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

8.6 Additional Provisions

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the securities regulators with jurisdiction as set out in section 10.6, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

(9) Any entity resulting from the merger, amalgamation or continuation of Computershare or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

8.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding

the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or wilful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars ($3,000.00), whichever amount shall be greater.

8.8 Remuneration of Escrow Agent

The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

PART 9 NOTICES

9.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Computershare Investor Services Inc.
510 Burrard Street, 3rd Floor
Vancouver, B.C. V6C 3B9
Attn: General Manager EIS
Fax: 604-661-9401

9.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

BYND Cannasoft Enterprises Inc.
c/o Devry Smith Frank LLP
95 Barber Green Road, Suite 100 Toronto, ON M3C 3E9
Attn: Dan Rothberg Fax: 416-446-5832

9.3 Deliveries to Securityholders

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

9.4 Change of Address

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

9.5 Postal Interruption

A Party to this Agreement will not mail a document it is required to mail under this Agreement if the Party is aware of an actual or impending disruption of postal service.

PART 10 GENERAL

10.1 Interpretation - "holding securities"

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of, or control or direction over, the securities.

10.2 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

10.3 Time

Time is of the essence of this Agreement.

10.4 Incomplete IPO

If the Issuer does not complete its IPO and has become a reporting issuer in one or more jurisdictions because it has obtained a receipt for its IPO prospectus, this Agreement will remain in effect until the securities regulators in those jurisdictions order that the Issuer has ceased to be a reporting issuer.

10.5 Governing Laws

The laws of British Columbia (the "Principal Regulator") and the applicable laws of Canada will govern this Agreement.

10.6 Jurisdiction

The securities regulator in each jurisdiction where the Issuer files its IPO prospectus has jurisdiction over this Agreement and the escrow securities.

10.7 Consent of Securities Regulators to Amendment

Except for amendments made under Part 3, the securities regulators with jurisdiction must approve any amendment to this Agreement and will apply mutual reliance principles in reviewing any amendments that are filed with them. Therefore, the consent of the Principal Regulator will evidence the consent of all securities regulators with jurisdiction.

10.8 Counterparts

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

10.9 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

10.10 Language

This Agreement has been drawn up in the English language at the request of all Parties. Cette convention a été rédigé en anglais à la demande de toutes les Parties.

10.11 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

10.12 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

10.13 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized as a transfer agent by the Canadian exchange the Issuer is listed on (or if the Issuer is not listed on a Canadian exchange, by any Canadian exchange) and notice is given to the securities regulators with jurisdiction.

The Parties have executed and delivered this Agreement as of the date set out above.

COMPUTERSHARE INVESTOR SERVICES INC.

Authorized signatory Alex Cheung, Relationship Manager

Authorized signatory Christian Carvacho, Manager EIS

BYND CANNASOFT ENTERPRISES INC.

Marcel (Moti) Maram, CEO

Avner Tal, CTO

If the Securityholder is not an individual:

1B1 TRUST MANAGEMENT

Authorized signatory

Schedule "A" to Escrow Agreement

Securityholder

Name: IBI TRUST MANAGEMENT

Securities:

Class or description	*Number*	*Certificate(s) (if applicable)*
Common Shares	16,367,430	n/a

Schedule "B" to Escrow Agreement

Acknowledgment and Agreement to be Bound

I acknowledge that the securities listed in the attached Schedule "A" (the "escrow securities") have been or will be transferred to me and that the escrow securities are subject to an Escrow Agreement dated _____ (the "Escrow Agreement").

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the escrow securities, as if I were an original signatory to the Escrow Agreement.

Dated at _____on _____.

Where the transferee is an individual:

Signed, sealed and delivered by)
[Transferee] in the presence of:)
)
)
Signature of Witness)

)
)
)
Name of Witness)
)

[Transferee]

Where the transferee is not an individual:

[Transferee]

Authorized signatory

Authorized signatory

Exhibit 4.12

TRUST AGREEMENT
Executed on the 29th day of March, 2021.

AMONG

BYND Cannasoft Enterprises Inc.
a corporation formed under the laws of British Columbia, Canada (the "**Purchaser**")

As the first party;

AND

The shareholders of the BYND listed in **Exhibit A** hereto
(each a "**Shareholder**" and, collectively, the "**Shareholders**");

As the second party;

AND

I.B.I. Trust Management
Registration no. 515020428 Withholding file no. 936080233 Of 9 Ehad Ha'am St., Shalom Tower, Tel-Aviv 6525101 Israel (the "**Trustee**").

As the third party;

WHEREAS the Purchaser, BYND – Beyond Solutions Ltd. Pvt. Co. No 12895533 ("**BYND**"), 1232986 B.C. Ltd. and the Shareholders have entered into a Business Combination Agreement dated December 16, 2019, as amended (the "**BCA**").

WHEREAS this Agreement will be in force, if any, only upon the closing of the Transaction (defined below) set forth in the BCA and will be signed at the closing date or close after this date, provided that all the pre-closing conditions were met.

WHEREAS pursuant to the terms and conditions of the BCA, at the closing of the Transaction:

(a) the Purchaser shall issue 18,015,883 common shares to the Shareholders in accordance with the allocations described in Exhibit A, which shares will represent approximately 74.19% of the issued and paid share capital of the Purchaser (the "**Allocated Shares**"); and

(b) the Shareholders shall transfer 1,762 ordinary shares, which shares will represent 100% of the issued and paid shares in the capital of BYND (the "**Transferred Shares**"), to the Purchaser,

(collectively, the "**Transaction**");

WHEREAS the parties have agreed that the Allocated Shares will be issued to the Trustee on behalf of the Shareholders at closing in accordance with the allocations described in Exhibit A, and will be issued electronically to the Trustee, which will hold them under its trust for the benefit of each and every Shareholder in accordance with the allocations described in Exhibit A, subject to the terms and conditions of the 103K tax ruling issued on May 4, 2020 by the Israeli Tax Authorities in connection with the said Transaction (the "**103K Ruling**").

WHEREAS the parties have agreed that the Transferred Shares will be transferred to the Trustee on behalf of the Purchaser at closing and will be issued in physical form to the Trustee, which will hold them under its trust for the benefit of the Purchaser, subject to the terms and conditions determined in the specific 103K Tax Ruling issued by the Israeli Tax Authorities on behalf of the said Transaction.

WHEREAS in accordance with the provisions of the BCA, the parties agreed to hire the Trustee's services with respect to the Allocated Shares and the Transferred Shares.

WHEREAS according to the provisions of the BCA, the parties shall settle their contractual relationships in writing;

THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Preamble**

1.1. The Recitals to this Agreement and the Exhibits attached hereto, an integral part of this Agreement.

2. **Definitions and Interpretation**

2.1. In any case of contradiction, between the provisions of this Agreement and the BCA with respect to the Trustee's duties, the provisions set out in this Agreement shall prevail.

2.2. The clause headings are solely for convenience and shall not be applied in the interpretation of this Agreement.

3. **Scope of Agreement**

This Agreement shall apply to the Trustee, the Purchaser and each Shareholder in separate. The Rights and obligations of the Purchaser and each Shareholder are independent and separate from each other.

4. **The Trust Services**

4.1. According to the outline of the share purchase deal and the provisions of the BCA, the Allocated Shares shall be held by the Trustee for the benefit of the Shareholders in accordance with the allocations described in Exhibit A and the Transferred Shares shall be held by the Trustee for the benefit of the Purchaser. The Trustee shall release the Allocated Shares and the Transferred Shares and transfer them to the Shareholders and the Purchaser (as applicable) or as each of them may otherwise direct in writing, subject to the full occurrence of all the events detailed at section 5 herein.

4.2. Subject to Section 4.3, at the closing of the Transaction, the Allocated Shares and the Transferred Shares shall be deposited in the Trustee account, or in case they are issued as Share Certificates, shall be transferred by FedEx to the Trustee.

4.3. Notwithstanding Section 4.2, the Trustee acknowledges and understands some of the Allocated Shares to be issued Marcel (Moti) Maram, Avner Tal and Yftah Ben Yaackov (collectively, the "**Principals**") in connection with the Transaction (the "**Escrowed Shares**"), will be required to be held in escrow under Canadian law for certain period(s) of time, before such Escrowed Shares will be released to Trustee on behalf of the Principals or to the Principals directly (as applicable) and in connection therewith, the Trustee shall be required to enter into a form of escrow agreement with the Purchaser's transfer agent, describing the escrow provisions relating to the Escrowed Shares.

4.4. Any dividend in cash which the Purchaser distributes with respect of the Allocated Shares and the applicable Israeli taxes liability which will be generated from any dividend in cash which BYND distributes in respect of the Transferred Shares, shall be delivered to the specific account opened by the Trustee with respect to the said Transaction. The Trustee will pay the cash dividend to the Shareholders or the Purchaser (as applicable) after withholding at source the applicable taxes and will perform all the relevant reports to the Israeli Tax Authority, subject to the tax ruling provisions.

4.5. Any consideration or profit which will be generated from the sale of any Allocated Shares or any Transferred Shares (as applicable), shall be delivered to the specific account opened by the Trustee with respect to the said Transaction. The Trustee will pay the net consideration to Purchaser or the Shareholders (as applicable) after withholding at source the applicable Israeli taxes and will provide all the relevant reports to the Israeli Tax Authority, subject to the Tax Ruling provisions.

5. **Instructions to Trustee**

Each of the Shareholders and the Purchaser on his or its own behalf, hereby instruct the Trustee to act as follows:

5.1. Each of the Shareholders and the Purchaser hereby appoint the Trustee as a Trustee for such party in connection to the trust services as specified in this Agreement and accordance to any law, including the provisions of the Trust Law, 1979 and the Tax Ruling.

5.2. Subject to the provisions of this Agreement, in the event that any of the Shareholders shall wish to sell or transfer any of his or its Allocated Shares, such Shareholder may at any time, instruct the Trustee to sell or to transfer such Allocated Shares and to transfer the net proceeds or the Allocated Shares to the Shareholders' specific bank account, by providing specific instructions in writing to the Trustee detailing such instructions.. For greater certainty, subject to the provisions of Sections 4.3 and 5.6, each of Shareholders (as applicable) shall at all times maintain control and direction over its Allocated Shares.

5.3. Subject to the provisions of this Agreement, in the event that the Purchaser shall wish to sell or transfer any of the Transferred Shares, the Purchaser may at any time, instruct the Trustee to sell or to transfer such Transferred Shares and to transfer the net proceeds or the Transferred Shares to the Purchaser's specific bank account, by providing specific instructions in writing to the Trustee detailing such instructions. For greater certainty, subject to the provisions of Section 5.6, the Purchaser shall at all times maintain control and direction over the Transferred Shares.

5.4. For the avoidances of doubt, the Allocated Shares shall be held by the Trustee for the benefit of the Shareholders in accordance with the allocations set forth in Exhibit A and the Transferred Shares shall be held for the benefit of the Purchaser.

5.5. Each of the Shareholders and the Purchaser understands and acknowledges that they are familiar with the provisions of the section 103K of the Israeli Tax Income Ordinance, the regulations from its power and the 103K Tax Ruling. Under section 103K provisions, the Shareholders and the Purchaser understand and acknowledge the 2 years lock-up period from the Closing date of the Transaction (March 24, 2021), subject to the easements set in section 103K ("**The Lock-Up Period**").

5.6. The Shareholders understand and acknowledge that if they fail to do so, they are obliged to transfer tax liability as calculated by the trustee within 7 days following the written request from the trustee, and if such payment is not carried out, the trustee is allowed to sell Allocated Shares in order to satisfy such tax liability.

5.7. The Shareholders and the Purchaser (as applicable) shall bear any tax obligation, fees or any payment that may apply on him in connection to this Agreement, including for transferring the Allocated Shares or the Transferred Shares, dividend distributions and in accordance with applicable law.

5.8. The Trustee shall notify the Shareholders and the Purchaser (as applicable) within a reasonable time with any notice and/or claim received in connection with the execution of this Agreement including with the Trustee's acting as the registry owner of the Allocated Shares or the Transferred Shares.

5.9. The Shareholders and the Purchaser hereby undertake to indemnify the Trustee in respect of any damage, expense or loss of any kind that Trustee may incur as a result of, or in consequence of performance of its duties under this Agreement, including the registration of the Allocated Shares and the Transferred Shares by the name of the Trustee.

5.10. Trustee shall not be responsible for any damage, expense or loss of any kind which may occur to the Shareholders or the Purchaser in the event that Trustee acted or omitted to act in a reasonable manner, without negligence or willful misconduct, and in good faith.

6. **Fees**

The Purchaser shall pay to Trustee for the service provided by it under this Agreement, an annual fee (**Exhibit B**), at the beginning of each trust year, within thirty (30) days of its receipt of Trustee's statement for its fees.

The Shareholders hereby undertake paying the fees as described in this section 6 if the Purchaser fails to do so.

7. **Duration of Service**

End of trust services

7.1. The services created under this Agreement shall remain in effect until fulfillment of the required conditions set forth at Section 4-5 above and Subject to Sections 7.2- 7.3 below.

General

7.2. The Trustee shall be entitling to terminate this Agreement with at least 30 days' advance written notice to the Shareholder and the Purchaser and subject to appointment of a new Trustee.

7.3. In case of transferring part or all of the Allocated Shares or the Transferred Shares from the Trustee, this Agreement will be terminated in connection to the said shares.

-Signature Page Follows-

IN WITNESS WHEREOF the parties hereto have executed this Trust Agreement on the day and year first above written.

I.B.I Trust Management

By: *"Keren Talmor"*
Name: *Keren Talmor*
Title: Professional Field Manager

BYND Cannasoft Enterprises Inc.

By: *"Marcel (Moti) Maram"*
Marcel (Moti) Maram, CEO

The Shareholders:

"Yftah Ben Yaackov"
Yftah Ben Yaackov

"Marcel (Moti) Maram"
Marcel (Moti) Maram

"Avner Tal"
Avner Tal

Brzezinski Investments and Promotions Ltd.

By: *"Dalia Brzezinski"*
Dalia Brzezinski

[Signature Page to Trust Agreement/March 29, 2021]

EXHIBIT A - The List of Shareholders

Shareholder	# Allocated Shares
Yftah Ben Yaackov ID No 35730498	8,184,616
Brzezinski Investments and Promotions Ltd. Pvt. Co. No 516108545	1,648,453
Marcel (Moti) Maram, ID No 67437293	4,091,407
Avner Tal, ID No 57770125	4,091,407
Total	18,015,883

Exhibit B – Fee Schedule –Trustee

Exhibit 4.13

BYND CANNASOFT ENTERPRISES INC.

STOCK OPTION PLAN

1. The Plan

A stock option plan (the "**Plan**"), pursuant to which options to purchase common shares, or such other shares as may be substituted therefor ("**Shares**"), in the capital of **BYND Cannasoft Holdings Ltd.** (the "**Corporation**") may be granted to the directors, officers and employees of the Corporation and to consultants retained by the Corporation, is hereby established on the terms and conditions set forth herein.

2. Purpose

The purpose of this Plan is to advance the interests of the Corporation by encouraging the directors, officers and employees of the Corporation or any of its subsidiaries and consultants retained by the Corporation or any of its subsidiaries to acquire Shares, thereby: (i) increasing the proprietary interests of such persons in the Corporation; (ii) aligning the interests of such persons with the interests of the Corporation's shareholders generally; (iii) encouraging such persons to remain associated with the Corporation or any of its subsidiaries and (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation or any of its subsidiaries.

3. Administration

(a) This Plan shall be administered by the board of directors of the Corporation (the "**Board"**).

(b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as defined in paragraph 3(d) below), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.

(c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Corporation. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 3.

(d) Options to purchase the Shares granted hereunder ("**Options**") shall be evidenced by (i) an agreement that may vary between Participants (as hereinafter defined), signed on behalf of the Corporation and by the person to whom an Option is granted, which agreement shall be in such form as the Board shall approve, or (ii) a written notice or other instrument, signed by the Corporation, setting forth the material attributes of the Options.

(e) Notwithstanding the foregoing, the additional provisions set forth in Appendix "A" attached hereto entitled "Provisions Applicable to Residents of Israel" shall apply to those Participants (as hereinafter defined) who are resident in the State of Israel (Participants who are residents of Israel are referred to herein as "**Israeli Participants**").

4. Shares Subject to Plan

(a) Subject to Section 15 below, the securities that may be acquired by Participants (as defined in paragraph 6(a) below) upon the exercise of Options shall be deemed to be fully authorized and issued Shares of the Corporation. Whenever

used herein, the term "Shares" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option the terms of which have been modified in accordance with Section 15 below.

(b) The aggregate number of Shares reserved for issuance under this Plan, or any other plan of the Corporation, shall not, at the time of the stock option grant, exceed ten percent (10%) of the total number of issued and outstanding Shares (calculated on a non-diluted basis) unless the Corporation receives the permission of the stock exchange or exchanges on which the Shares are then listed to exceed such threshold.

(c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any un-purchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.

5. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Corporation's obligations under all outstanding Options granted pursuant to this Plan.

6. Eligibility and Participation

(a) The Board may, in its discretion, select any of the following persons to participate in this Plan:

(i) directors of the Corporation or any of its subsidiaries (or, in the case of an Israeli Participant, their trustees);

(ii) officers of the Corporation or any of its subsidiaries (or, in the case of an Israeli Participant, their trustees);

(iii) employees of the Corporation or any of its subsidiaries (or, in the case of an Israeli Participant, their trustees); and

(iv) consultants retained by the Corporation or any of its subsidiaries (or, in the case of an Israeli Participant, their trustees), provided such consultants have performed and/or continue to perform services for the Corporation or any of its subsidiaries on an ongoing basis or are expected to provide a service of value to the Corporation or any of its subsidiaries;

(any such person having been selected for participation in this Plan by the Board is herein referred to as a "**Participant**").

(b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Corporation if the rules of any stock exchange on which the Shares are listed require such approval.

(c) The Corporation represents that, for any Options granted to an officer, employee or consultant of the Corporation or any of its subsidiaries, such Participant is a *bona fide* officer, employee or consultant of the Corporation or of such subsidiary.

7. Exercise Price

The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than that from time to time permitted under the rules of any stock exchange or exchanges on which the Shares are then listed. In addition, the exercise price of an Option must be paid in cash. Disinterested shareholder approval shall be obtained by the Corporation prior to any reduction to the exercise price if the affected Participant is an insider (as defined in the *Securities Act* (British Colimbia) of the Corporation at the time of the proposed amendment.

8. Number of Optioned Shares

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that the aggregate number of Shares reserved for issuance to any one Participant under this Plan or any other plan of the Corporation, shall not exceed five percent of the total number of issued and outstanding Shares (calculated on a non-diluted basis) in any 12 month period unless the Corporation receives the permission of the stock exchange or exchanges on which the Shares are listed to exceed such threshold and provided further that the number of Options granted to any one consultant in a 12 month period shall not exceed 2% of the total number of issued and outstanding Shares and the aggregate number of Options granted to persons employed to provide investor relations activities shall not exceed 2% of the total number of issued and outstanding Shares in any 12 month period. The Corporation shall obtain disinterested shareholder approval for grants of Options to insiders (as defined in the *Securities Act* (British Columbia)), of a number of Options exceeding 10% of the issued Shares, within any 12 month period.

9. Term

The period during which an Option may be exercised (the "**Option Period**") shall be determined by the Board at the time that the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time that such Option is granted and Sections 11, 12, and 16 provided that:

(a) no Option shall be exercisable for a period exceeding ten (10) years from the date that the Option is granted;

(b) no Option in respect of which shareholder approval is required under the rules of any stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Corporation;

(c) the Board may, subject to the receipt of any necessary regulatory approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part; and

(d) any Options granted to any Participant must expire within 90 days after the Participant ceases to be a Participant, and within 30 days for any Participant engaged in investor relation activities after such Participant ceases to be employed to provide investor relation activities.

10. Method of Exercise of Option

(a) Except as set forth in Sections 11 and 12 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a director, officer, employee or consultant of the Corporation or any of its subsidiaries or, in the case of an Israeli Participant, a trustee of an Israeli Participant who is, at the time the Option is exercised, a director, officer, employee or consultant of the Corporation or any of its subsidiaries;

(b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time;

(c) Any Participant (or his legal, personal representative) wishing to exercise an Option shall deliver to the Corporation, at its principal office in the City of Vancouver, British Columbia:

(i) a written notice expressing the intention of such Participant (or his legal, personal representative) to exercise his Option and specifying the number of Shares in respect of which the Option is exercised; and

(ii) a cash payment, certified cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised.

(d) Upon the exercise of an Option as aforesaid, the Corporation shall use reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his legal, personal representative)

or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares in respect of which the Option has been duly exercised.

11. Ceasing to be a Director, Officer, Employee or Consultant

If any Participant shall cease to hold the position or positions of director, officer, employee or consultant of the Corporation or any of its subsidiaries (as the case may be) for any reason other than death, his Option will terminate at 4:00 p.m. (Toronto time) on the earlier of the date of the expiration of the Option Period and 60 days after the date such Participant ceases to hold the position or positions of director, officer, employee or consultant of the Corporation or any of its subsidiaries as the case may be, and ceases to actively perform services for the Corporation or any of its subsidiaries. An Option granted to a Participant who performs investor relations services on behalf of the Corporation or any of its subsidiaries shall terminate on the date of termination of the employment or cessation of services being provided and shall be subject to Exchange policies and procedures for the termination of Options for investor relations services. For greater certainty, the termination of any Options held by the Participant, and the period during which the Participant may exercise any Options, shall be without regard to any notice period arising from the Participant's ceasing to hold the position or positions of director, officer, employee or consultant of the Corporation or any of its subsidiaries (as the case may be).

Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall: (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Corporation or any of its subsidiaries, as the case may be; or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Corporation or any of its subsidiaries, as the case may be.

With regard to Options held by a trustee of an Israeli Participant, this Section will apply to the Israeli Participants.

12. Death of a Participant

In the event of the death of a Participant, any Option previously granted to him shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death of such Participant, whichever is earlier, and then, in the event of death, only:

(a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and

(b) to the extent that he was entitled to exercise the Option as at the date of his death.

With regard to Options held by a trustee of an Israeli Participant, this Section will apply to the Israeli Participants.

13. Rights of Participants

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

14. Proceeds from Exercise of Options

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

15. Adjustments

(a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation, and in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option. In case the Corporation is reorganized

or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent any dilution or enlargement of the same.

(b) Adjustments under this Section 15 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued upon the exercise of an Option following the making of any such adjustment.

16. Change of Control

Notwithstanding the provisions of section 11 or any vesting restrictions otherwise applicable to the relevant Options, in the event of a sale by the Corporation of all or substantially all of its assets or in the event of a change of control of the Corporation, each Participant shall be entitled to exercise, in whole or in part, the Options granted to such Participant hereunder, either during the term of the Option or within 90 days after the date of the sale or change of control, whichever first occurs.

For the purpose of this Plan, "change of control of the Corporation" means and shall be deemed to have occurred upon:

(a) the acceptance by the holders of Shares of the Corporation, representing in the aggregate, more than 50 percent of all issued Shares of the Corporation, of any offer, whether by way of a takeover bid or otherwise, for all or any of the outstanding Shares of the Corporation; or

(b) the acquisition, by whatever means, by a person (or two or more persons who, in such acquisition, have acted jointly or in concert or intend to exercise jointly or in concert any voting rights attaching to the Shares acquired), directly or indirectly, of beneficial ownership of such number of Shares or rights to Shares of the Corporation, which together with such person's then owned Shares and rights to Shares, if any, represent (assuming the full exercise of such rights to voting securities) more than fifty percent (50%) of the combined voting rights of the Corporation's then outstanding Shares; or

(c) the entering into of any agreement by the Corporation to merge, consolidate, amalgamate, initiate an arrangement or be absorbed by or into another corporation; or

(d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets or wind-up the Corporation's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and where the shareholdings remain substantially the same following the re-arrangement); or

(e) individuals who were members of the Board of the Corporation immediately prior to a meeting of the shareholders of the Corporation involving a contest for or an item of business relating to the election of directors, not constituting a majority of the Board following such election.

17. Transferability

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferrable and non-assignable unless specifically provided herein. However, a trustee of an Israeli Participant may transfer such benefits, rights and Options to the Israeli Participant for whom it is acting as trustee.

During the lifetime of a Participant, any Options granted hereunder may only be exercised by the Participant and in the event of the death of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law. With regard to Options held by a trustee of an Israeli Participant, the preceding sentence with apply to the Israeli Participant for whom the trustee holds the Options.

18. Amendment and Termination of Plan

The Board may, at any time, suspend or terminate this Plan. The Board may also, at any time, amend or revise the terms of this Plan, subject to the receipt of all necessary regulatory approvals, provided that no such amendment or revision shall alter the terms of any Options theretofore granted under this Plan.

19. Necessary Approvals

The obligation of the Corporation to issue and deliver Shares in accordance with this Plan and Options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

20. Stock Exchange Rules

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the stock exchange or exchanges on which the Shares are listed.

21. Right to Issue Other Shares

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

22. Notice

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address in Vancouver, British Columbia (Attention: CFO); or if to a Participant, to such Participant at his address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

23. Gender

Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.

24. Interpretation

This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia, except for Appendix "A", which will be governed and construed in accordance with the laws of the State of Israel.

DATE OF PLAN: This Stock Option Plan is dated for reference as of March 29, 2021.

APPENDIX "A"

Provisions Applicable to Residents of Israel

1. Administration

(a) Without limiting the generality of Section 3 of the Plan, with respect to any Israeli Participants, the Board shall have the full authority, pursuant to the general terms and conditions of the Plan and the provisions of either Section 102 or Section 3(9) of the Israeli Income Tax Ordinance [New Version] 1961 (the "**Ordinance**"), in its discretion, from time to time and at any time, to determine:

(i) with respect to the grant of 102 Options (as defined in Section 2(a)(i) of this Appendix) - whether the Corporation shall elect the "Ordinary Income Route**"** under Section 102(b)(1) of the Ordinance (the "**Ordinary Income Route**"**)** or the "Capital Gains Route" under Section 102(b)(2) of the Ordinance (the "**Capital Gains Route**") (each a "**Taxation Route**") for the grant of 102 Options, and the identity of the trustee who shall be granted such 102 Options in accordance with the provisions of this Plan and the then prevailing Taxation Route. In the event the Board determines that the Corporation shall elect one of the Taxation Routes for the grant of 102 Options, the Corporation shall be entitled to change such election only following the lapse of one year from the end of the tax year in which 102 Options are first granted under the then prevailing Taxation Route, unless permitted to change such election earlier in accordance with the Ordinance or applicable regulations; and

(ii) with respect to the grant of 3(9) Options (as defined in Section 2(a)(ii) of this Appendix) - whether or not 3(9) Options (as defined in section 2(a)(ii) of this Appendix) shall be granted to a trustee in accordance with the terms and conditions of this Plan, and the identity of the trustee who shall be granted such 3(9) Options in accordance with the provisions of this Plan.

(b) Notwithstanding the aforesaid, the Board may, from time to time and at any time, grant 102 Options that will not be subject to a Taxation Route, as detailed in Section 102(c) of the Ordinance ("**102(c) Options**").

2. Grant of Options and Issuance of Shares

Subject to the provisions of the Ordinance and applicable law,

(a) all grants of Options to Israeli Participants who are employees, directors or officers of the Corporation or any of its subsidiaries, other than to a Controlling Shareholder of the Corporation (i.e., "Baal Shlita", as such term is defined in the Ordinance), (a "**102 Participant**") shall be made only pursuant to the provisions of Section 102 of the Ordinance, the Income Tax Rules (Tax Relief in Issuance of Shares to Employees), 2003 ("**102 Rules**") and any other regulations, rulings, procedures or clarifications promulgated under Section 102 ("**102 Options**"), or any other section of the Income Tax Ordinance that will be relevant for such issuance in the future, all as they may be amended or superceded from time to time; and

(b) all grants of Options to Israeli Participants who are consultants, contractors or Controlling Shareholders of the Corporation or any of its subsidiaries shall be made only pursuant to the provisions of Section 3(9) of the Ordinance and the rules and regulations promulgated thereunder ("**3(9) Options**"), or any other section of the Ordinance that will be relevant for such issuance in the future.

3. Trust

(a) In the event Options are granted under the Plan to a trustee designated by the Board in accordance with the provisions of Section 1(a) of this Appendix and, with respect to 102 Options, approved by the Israeli Commissioner of Income Tax (the "**Trustee**"), the Trustee shall hold each such Option and the Shares issued upon exercise thereof in trust (the "**Trust**") for the benefit of the Participant in respect of whom such Option was granted (the "**Beneficial Participant**").

(b) In accordance with Section 102, the tax benefits afforded to 102 Options (and any Shares received upon exercise thereof) in accordance with the Ordinary Income Route or Capital Gains Route, as applicable, shall be contingent upon a Trustee holding such 102 Options for a period of at least (i) one year from when the 102 Options are granted, if the Corporation elects the Ordinary Income Route, or (ii) two years when the 102 Options are granted, if the Corporation elects the Capital Gains Route, or (iii) such other period as shall be determined by the Ordinance and applicable regulations or shall be approved by the Israeli Commissioner of Income Tax (collectively the "**Trust Period**").

(c) With respect to 102 Options granted to the Trustee, the following shall apply:

(i) A 102 Participant shall not be entitled to receive from the Trustee the Options granted to him or her, exercise such Options, sell the Shares received upon exercise thereof (the "**Exercised Shares**") or transfer such

Exercised Shares (or such 102 Options) from the Trust prior to the lapse of the Trust Period, unless the Notice of Grant or the Board specify otherwise.

(ii) Any and all rights issued in respect of the Exercised Shares, including bonus shares but excluding cash dividends ("**Rights**"), shall be issued to the Trustee and held until the lapse of the Trust Period, and such Rights shall be subject to the Taxation Route which is applicable to such Exercised Shares.

(iii) Notwithstanding the aforesaid, Options may be received or exercised, Exercised Shares or Rights may be sold or transferred and the Trustee may release such Exercised Shares (or 102 Options) or Rights from Trust, prior to the lapse of the Trust Period, provided that (i) the Board agrees to such release, exercise or sale and (ii) tax is paid or withheld in accordance with Section 102(b)(4) of the Ordinance and Section 7 of the 102 Rules as they may be amended or superseded. The Board may withhold or condition its agreement in its absolute discretion, inter alia, to incentivize a 102 Participant to continue his or her employment until the end of the Trust Period.

(iv) All certificates representing Shares issued to the Trustee under the Plan shall be deposited with the Trustee, and shall be held by the Trustee until such time that such Shares are released from the Trust as herein provided.

(v) All voting rights with respect to Shares held in trust shall be given to the Trustee, who will exercise them only if instructed to do so by the Board and in accordance with such instructions.

(d) Subject to the terms hereof, at any time after the Trust Period, with respect to any Options or Shares the following shall apply: upon the written request of any Beneficial Participant, the Trustee shall release from the Trust the Options granted, and/or the Shares issued, on behalf of such Beneficial Participant, by executing and delivering to the Corporation such instrument(s) as the Corporation may require, giving due notice of such release to such Beneficial Participant, provided, however, that the Trustee shall not so release any such Options or Shares to such Beneficial Participant unless the latter, prior to, or concurrently with, such release, provides the Trustee with evidence, satisfactory in form and substance to the Trustee, that all taxes, if any, required to be paid upon such release have, in fact, been paid.

4. Guarantee

In the event a 102(c) Option is granted to a 102 Participant who is an employee at the time of such grant, if the Participant's employment is terminated, for any reason, and should such option continue to be valid in accordance with this Plan, such 102 Participant shall provide the Corporation with a guarantee or collateral securing the payment of all taxes required to be paid upon the sale of the Exercised Shares received upon exercise of such 102(c) Option.

5. Dividend

For so long as Shares issued to the Trustee on behalf of a Beneficial Participant are held in the Trust, the dividends paid or distributed with respect thereto shall be remitted to the Trustee for the benefit of such Beneficial Participant or distributed directly to such Beneficial Participant, as shall be solely determined by the Board.

Exhibit 4.14

[Stamp] State of Israel
Israeli Medical Cannabis Agency
(IMCA)

[logo] [emblem of the State of Israel
Ministry of Health
[illegible]
Medical Cannabis Agency

Valid until: October 20, 2022
Dealer's Code: V-1315-060518

Initial Authorization to Establish a Site for Dealing with a Controlled Substance

By virtue of the authority vested in me pursuant to Sections 6, 7 and 13 in the middle of the Dangerous Drugs Ordinance [New Version], 5733 – 1973 (hereinafter "the Ordinance") and pursuant to the Dangerous Drugs Regulations, 5739 – 1979 (hereinafter: "the Regulations"), an initial authorization is hereby granted to establish a proliferation farm – proliferation of cannabis plants (hereinafter "the site") and, according to the following detail:

1. The Applicant for the Authorization and his Details:

1.1 Name of the entrepreneur/Corporation: **Dalia Bezizinsky** ID/Co No: **054771613**: (hereinafter: "the applicant")
1.2 Site Address: **Kochav Michael** Farm/Estate: **Form Number 10**
1.3 Contact Person (Name): **Dalia Bezizinsky** ID No: **054771613** Tel No: **054-222-8861**

2. Name of the Controlled Substance

CANNABIS

3. **Its Form**

This approval does not constitute approval for possession in any form
It is absolutely prohibited to possess the drug, plant, any part of it, its components or products and in any form for as long as no express license for this is been received from the Director.

4. **The Purpose of the Approval**

4.1 To act for planning/establishing/adapting **a proliferation farm – proliferation of the cannabis plant**
4.2 The applicant declares that this approval will not be used for any purpose not approved and specified expressly in this approval.

5. **Restrictions and Additional Conditions:**

5.1 This approval is only temporary. This approval can be annulled pursuant to the Director's sole discretion, or pursuant to a Government of Israel decision, without derogating from any other cause in the law for annulling the approval.
5.2 This approval contains nothing to impose any obligation whatsoever on the Ministry of Health or the Medical Cannabis Agency to grant a license for dealing in a controlled substance.
5.3 This approval is approval for the applicant to commence establishing or adapting the site pursuant to the designated occupation. The principles of the planning and establishment/adaptation of the business must be executed pursuant to the designated occupation, while complying with all the relevant requirements of the law and pursuant to quality and security requirements as detailed below:
a. Cultivation or proliferation of the cannabis plants – as detailed in Procedure IMC-GAP (proper cultivation conditions) and as detailed in Procedure IMC GSP (security conditions).

It must be emphasized: The applicant must comply with the security requirements as detailed in Procedure IMC-GSP at the site and must receive security approval pursuant to the type of occupation.

5.4 This approval cannot be transferred in any form whatsoever.
5.5 Should there be any change whatsoever in the ownership of the applicant, or in the identity of the controlling shareholders therein, or in its managers or authorized signatories, who are detailed in this license without receiving the advance written approval of the IMCA for this – the validity of the license will expire. Regarding this section, a change in the ownership means transferring shares, in any manner whatsoever, in a volume that exceeds 5% of the Company's total share capital.

[signature]
[stamp] MGR Yuval Landschaft
L.N. 4023
Director
the Medical Cannabis Agency (IMCA)

Israel Medical Cannabis Agency
Minister Health
PO Box 1176 Jerusalem 91010
IMCA@moh.health.gov.il
Tel No *5400 Fax No: 02-647-4810

Kol Habriut
*5400

[bilingual text see left column]

[Stamp] State of Israel
Israeli Medical Cannabis Agency
(IMCA)

[logo] [emblem of the State of Israel
Ministry of Health
[illegible]
Medical Cannabis Agency

Valid until: October 20, 2022
Dealer's Code: V-1315-060518

5.6 In view of the activity in the cannabis field, and because this activity obligates, inter alia, receipt of the IMCA's approval for all the dealers, managers and interested parties in companies and/or their managers – granting the initial authorization/the license is subject to the attached conditions:

a. Any material shareholder as defined in the Company's capital, 5759 – 1999 and/or controlling shareholder as defined in the Company's capital 5759 – 1999 and/or any effective controlling shareholder and/or Director and/or General Manager in the Company, has to receive the IMCA's approval.

b. No shares in the Company may be transferred to any offeree whatsoever when, following this allocation, he will become an interested party, prior to the IMCA's approval for this after receiving a recommendation from a competent official.

c. No Director and/or General Manager may be appointed in the Company prior to receiving the IMCA's approval for this, after receiving a recommendation from a competent official. This

d. The Company must amend its Articles of Association so that they include an instruction pursuant to which if any entity/entities whatsoever becomes/become an interested party/interested parties in the Company by virtue of his/their shareholding or an agreement between the shareholders, prior to receiving the mandatory approvals from the IMCA, the Company shall have the right to confiscate and/or make some of the shares held by one or more of these shareholders dormant so that after the confiscation and/or making the shares dormant the entity/entities will no longer be interested parties by virtue of the holdings or by virtue of agreement in the Company.
d1. An entity/entities, whose shares have been made dormant, should they be made dormant, shall, at any time, have the right to sell or transfer all or some of these shares to another/others, subject to the details in this Procedure and the requirements of the Ordinance and the Law.

e. The Company will not extend the appointment of a Director or its General Manager, unless at the date of the extension there is approval from the IMCA in this regard, after receiving a repeat recommendation from a competent official.

f. At every Annual Meeting of the Company, the General Manager of the Company must declare that all the approval/ approvals required from the IMCA for the Company, the manager/managers and the interested party/parties, as detailed in Sections a, b, and c above as at the date of the meeting, are available and valid and there has not been any change in the status of the Company, the managers/managers, material shareholder/shareholders and the interested party/parties from the date of being granted the authorization/authorizations

5.7 The applicant must inform the Director immediately of any change in any of his details (his address, contact persons etc.) and must receive the IMCA's advance written approval for any change in the ownership of the applicant or in the identity of the interested parties or its managers or its authorized signatories or the material shareholders.

5.8 The presence of minors at the site or installation is absolutely prohibited.

5.9 The instructions in the ordinance and regulations and any instruction and/or stipulation for complying with any of the quality conditions required shall apply to the applicant.

5.10 The applicant must keep a regular record of all the actions regarding the establishment of the site and any additional record required by the Director.

The records must be presented to the Director whenever he requires this and must also be presented to any other competent entity according to the matter pursuant to the demand of the Director.

5.11 These conditions and stipulations can be updated at the IMCA's sole discretion and with approval of the Director General of the Ministry of Health. The IMCA is entitled to publish additional instructions pursuant to the circumstances and essence of the occupation.

6. The Validity of the Approval

6.1 This approval annuls any other or additional previous approval in the possession of the applicant.

6.2 This approval was granted on **October 20, 2021 at the offices of the IMCA**

6.3 The validity of this approval expires on **October 20, 2022**, unless it is annulled previously to this at the decision of the Director.

Yuval Landschaft
The Director pursuant to the Dangerous Drugs Ordinance

[signature]
[stamp] MGR Yuval Landschaft
L.N. 4023
Director
the Medical Cannabis Agency (IMCA)

Israel Medical Cannabis Agency
Minister Health
PO Box 1176 Jerusalem 91010
IMCA@moh.health.gov.il
Tel No *5400 Fax No: 02-647-4810

Kol Habriut
*5400

[bilingual text see left column]

Exhibit 4.15

April 15, 2022

To: Mr. Yftah Ben Yackov

BYND Cannasoft Enterprises Inc.

Subject: Private Placement Subscription Agreement for $2,500,000 CAD from September 3, 2021

I hereby approve an extension of the validity of the agreement between us until the earliest of: July 30, 2022 or until the listing of the Company's shares on Nasdaq (by the earliest)

All other provisions of the agreement will remain as they are.

Sincerely,

Eduardo Sergio Elsztain
AGROINVESTMENT S.A

Exhibit 8.1

List of Subsidiaries of BYND Cannasoft Enterprises Inc.

1. BYND – Beyond Solutions Ltd. (BYND Israel)

Exhibit 15.1

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

1500 – 1140 W. Pender Street
Vancouver, BC V6E 4G1
TEL 604.687.4747 | FAX 604.689.2778

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Statement by experts" and to the use of our report dated May 2, 2022 with respect to the audited financial statements of BYND – Beyond Solutions Ltd. as at December 31, 2020, 2019 and 2018 and for each of the years in the three-year period ended December 31, 2020 included in this Registration Statement filed with the Securities Exchange Commission.

DMCL

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

1500 - 1140 West Pender Street Vancouver,
British Columbia, V6E 4G1

May 2, 2022

Exhibit 15.2

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

1500 – 1140 W. Pender Street
Vancouver, BC V6E 4G1
TEL 604.687.4747 | FAX 604.689.2778

March 22, 2022

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: BYND Cannasoft Enterprises Inc. (the "Company") Registration Statement on Form 20-F
CIK No. 0001888151

Dear Sir or Madam:

We have reviewed the disclosures under the Item 16F "Change in Registrant's Certifying Accountant" and agree with the statements made therein by the Company.

DMCL

DALE MATHESON CARR-HILTON LABONTE LLP CHARTERED PROFESSIONAL ACCOUNTANTS

1500 - 1140 West Pender Street Vancouver, British Columbia, V6E 4G1

Exhibit 15.3

BFBorgers CPA PC
Certified Public Accountants

March 22, 2022

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: BYND Cannasoft Enterprises Inc. (the "Company")
Registration Statement on Form 20-F
CIK No. 0001888151

Dear Sir or Madam:

We have reviewed the disclosures under the Item 16F "Change in Registrant's Certifying Accountant" and agree with the statements made therein by the Company.

Yours truly,

BF Borgers CPA PC
Certified Public Accountants

www.bfbcpa.us
5400 W Cedar Ave, Lakewood, CO 80226 PH: 303-953-1454 FAX: 720-251-8836

Exhibit 15.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of

BYND Cannasoft Enterprises Inc.

We consent to the inclusion in the Form 20-F Registration Statement filed with the Securities Exchange Commission, of BYND Cannasoft Enterprises Inc. (the "Company") our report dated May 2, 2022 relating to our audit of the statement of financial position as of December 31, 2021 and statements of income (loss) and comprehensive income (loss), stockholders' equity (deficiency) and cash flows for the year ended December 31, 2021.

We also consent to the reference to us under the caption "Statement by experts" in the Registration Statement.

/s/ BF Borgers CPA PC

Certified Public Accountants
Lakewood, Colorado
May 2, 2022