

## SHARE RESTRICTION AGREEMENT

THIS AGREEMENT is dated effective December 13, 2020 (the “Effective Date”).

### BETWEEN

FANSUNITE ENTERTAINMENT INC., a corporation with its primary place of business at #205 – 1008 Homer Street, Vancouver B.C., V6B 2X1

(the “Company”)

### AND

V2 GAMES INC., a corporation with its primary place of business at #910 – 1111 West Hastings Street, Vancouver, B.C., V6E 2J3 (“Restricted Shareholder”)

### WHEREAS:

- A. As of the Effective Date, the Restricted Shareholder owns the number of common shares in the capital of the Company set out opposite such Restricted Shareholder’s name in Schedule “A” (collectively, the “Restricted Securities”); and
- B. The Shareholder has agreed that the Restricted Securities will be subject to certain restrictions as further described in this Agreement.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. RESTRICTION ON TRANSFER OF RESTRICTED SECURITIES

- 1.1 **Transfer Restrictions.** The Restricted Shareholder hereby agrees that, without the prior written consent of the Company, it will not directly or indirectly during the Term (as it is defined in Section 3), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any of the Restricted Securities or any securities convertible into or exchangeable or exercisable for any of the Restricted Securities, or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Restricted Securities, whether any such swap or transaction is to be settled by delivery of the Restricted Securities or other securities, in cash or otherwise.
- 1.2 **Permitted Transfers.** Notwithstanding anything to the contrary in this Agreement, the transfer restrictions set forth in Section 1.1 shall not apply to the transfer of any Released Shares (as defined in Section 2) or to a transfer of the Restricted Securities to the Company pursuant to a redemption initiated by the Company or pursuant to that certain Interest Purchase Agreement between the Company and the Restricted Shareholder dated as December \_\_\_\_\_, 2019.
- 1.3 Transfers made pursuant to this Section 1.1 or Section 1.2, with the exception of any transfer of Released Shares (as defined in Section 2), shall be subject to the terms and conditions of this Agreement, the Timed Release Schedule for Shares detailed in Section 2, and will contain and be subject to the Restrictive Legends detailed in Section 10 herein. The Transferee shall execute a

joinder to this Agreement and any other agreements reasonably required by the Company pursuant to which such transferee(s) agree to be bound by the terms and conditions of this Agreement.

**2. TIMED RELEASE SCHEDULE FOR SHARES**

The term “**Released Shares**” shall mean those of the Restricted Securities which are released from stock restrictions in accordance with the following automatic timed release schedule:

<b>Vesting Date</b>	<b>Proportion of Vested Shares</b>
Four Months and One Day after the Effective Date	8.33% of the Restricted Securities
Five (5) Months after the Effective Date	8.33% of the Restricted Securities
Six (6) Months after the Effective Date	8.33% of the Restricted Securities
Seven (7) Months after the Effective Date	8.33% of the Restricted Securities
Eight (8) Months after the Effective Date	8.33% of the Restricted Securities
Nine (9) Months after the Effective Date	8.33% of the Restricted Securities
Ten (10) Months after the Effective Date	8.33% of the Restricted Securities
Eleven (11) Months after the Effective Date	8.33% of the Restricted Securities
Twelve (12) Months after the Effective Date	8.33% of the Restricted Securities
Thirteen (13) Months after the Effective Date	8.33% of the Restricted Securities
Fourteen (14) Months after the Effective Date	8.33% of the Restricted Securities

Fifteen (15) Months after the Effective Date	8.33% of the Restricted Securities
<b>TOTAL</b>	100% of the Restricted Securities

### 3. **TERM**

The term of this Agreement shall begin on the Effective Date and shall terminate on the earlier of: (a) the permitted sale of all Restricted Securities subject to this Agreement; or (b) December 30, 2021.

### 4. **UNILATERAL AMENDMENT**

The Restricted Shareholder expressly consents and agrees with the Company that the Company may effect a unilateral amendment to the vesting schedule set out in Section 2 if required to comply with applicable securities laws or securities exchange requirements, and in order for such amendment to take effect, the Company shall deliver or cause to be delivered to the Restricted Shareholder at its address on record with the Company a notice of amendment setting out the replacement vesting schedule, with no further action necessary or required on the part of the Restricted Shareholder in order for such amendment to take effect as of the date specified by the Company in the notice of amendment.

### 5. **VIOLATIONS OF TRANSFER RESTRICTIONS; REMEDIES**

5.1 Stop Transfer Instructions. The Restricted Shareholder agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of any of the Restricted Securities except in compliance with the provisions of this Agreement.

5.2 Violations. The Company will not be required to (a) transfer on its books any of the Restricted Securities that have been transferred in violation of any of the provisions set forth in this Agreement, or (b) treat as the owner of such Restricted Securities, or accord the right to vote as such owner, or pay dividends to any transferee to whom such Restricted Securities are purported to have been so transferred in violation of any of the provisions set forth in this Agreement.

5.3 Power of Attorney. The Restricted Shareholder hereby appoints the Company as the Restricted Shareholder's attorney-in-fact with irrevocable power and authority in the name and on behalf of the Restricted Shareholder to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate (or certificates) evidencing the Restricted Securities to the appropriate person or entity upon a transfer made in violation of this Agreement, which power of attorney is hereby coupled with an interest and is given to secure the performance of the Restricted Shareholder's obligations and duties under this Agreement, and such power of attorney shall be irrevocable by the Restricted Shareholder, subject to the termination provisions set forth herein.

5.4 Injunctions; Other Remedies. The Restricted Shareholder acknowledges and agrees that the provisions of this Section 5 are reasonable and necessary for the protection of the Company's business interests, that irreparable injury will result to the Company if the Restricted Shareholder

breaches any of the terms of the Agreement, and that in the event of a breach of any terms of the Agreement, the Company will have no adequate remedy at law. The Restricted Shareholder further agrees that in the event of any actual or threatened breach by it of any provision of this Agreement, the Company shall be entitled to immediate temporary injunctive and other equitable relief, and without the necessity of showing actual monetary damages, subject to hearing as soon thereafter as possible. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any liquidated damages.

6. **REPORT OF SALE OF RESTRICTED SECURITIES**

The Restricted Shareholder agrees to deliver to the Company at its principal office, addressed to the Company's Chief Financial Officer and upon request by the Company, within five (5) business days following the permitted sale of any of the Restricted Securities, a report signed from the Restricted Shareholder's broker which is to include the following information: (a) the name of the Restricted Shareholder; (b) the number of Restricted Securities transferred; (c) the price applicable to the Restricted Securities transferred, as of the date of transfer; (d) a statement as to whether the sale was made pursuant to a private resale or via a brokerage transaction; (e) the name of the securities exchange on which such Restricted Securities were sold, if applicable; and (f) if derivatives of such Restricted Securities were transferred, the exercise price, term, and other standard terms of the derivatives.

7. **ADJUSTMENTS TO RESTRICTED SECURITIES**

In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination, or other change in the corporate structure of Company affecting the Restricted Securities, the new securities replacing the Restricted Securities will be subject to all of the conditions and restrictions that were applicable to the Restricted Securities pursuant to this Agreement.

8. ***Removed***

9. **RIGHTS OF SHAREHOLDER**

Except as otherwise provided herein, the Restricted Shareholder shall exercise all rights and privileges of a shareholder of the Company with respect to the Restricted Securities, and the Company shall list the Restricted Shareholder as a shareholder on its corporate books and records.

10. **RESTRICTIVE LEGENDS**

All certificates representing the Restricted Securities shall have endorsed thereon a legend in substantially the following form (in addition to any other legend which may be required by other agreements between the parties hereto or applicable securities regulations):

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO TERMS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID


WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY.”

## 11. MISCELLANEOUS

- 11.1 Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon the Restricted Shareholders and their respective successors and permitted assigns.
- 11.2 Legal Fees; Specific Performance. The Restricted Shareholder shall reimburse the Company for all costs incurred by the Company in enforcing the performance of, or protecting its rights under, any part of this Agreement as it relates to such Restricted Shareholder, including reasonable costs of investigation and legal fees. It is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Restricted Securities and that the Company shall, upon forfeiture of Restricted Securities, be entitled to specific enforcement of its right to revoke said Restricted Securities.
- 11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 11.4 Independent Counsel. The Restricted Shareholder acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company, and that the Company’s legal counsel does not represent, and is not acting on behalf of, the Restricted Shareholders. The Restricted Shareholder has been advised and provided with an opportunity to consult with such Restricted Shareholder’s own counsel with respect to this Agreement.
- 11.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. Except as provided in Section 4, this Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.
- 11.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 11.7 Counterparts and Delivery. This Agreement may be executed in counterparts and delivered by electronic communication.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date set out on the first page above.

**FANSUNITE ENTERTAINMENT INC.**

Per:   
\_\_\_\_\_  
Darius Eghdami  
Chief Executive Officer

**V2 GAMES INC.**

Per:   
\_\_\_\_\_  
Shafin Tejani  
Director

**SCHEDULE "A"**  
**RESTRICTED SHAREHOLDER**

	<b>Shareholder</b>	<b>Total Shares</b>
1	V2 GAMES INC.	3,142,857