

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on 08th August 2025

BY & BETWEEN :

VeeAR Analytics Inc. , a corporation governed by the laws of California, USA (the "Corporation")

- and -

The Persons listed on Schedule A (collectively, the "Investors")

RECITAL

The Corporation wishes to issue and sell Equity Shares in the capital of the Corporation to the Investors, and the Investors wish to purchase Equity Shares, on the terms set out in this Agreement.

THE PARTIES agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, the following words and terms have the following meanings:

"Agreement" means this Subscription Agreement, including all schedules and all amendments or restatements, and references to "Article" or "Section" mean the specified Article or Section of this Agreement.

"Business" means the business currently carried on or proposed to be carried on by the Corporation.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in California are open for business during normal banking hours.

"Claims" means any and all claims, demands, causes of action, litigation or suits, whether civil, criminal, administrative, investigative, formal or informal, in law or in equity.

"Equity Shares" means the Common Equity Shares in the capital of the Corporation.

"Closing" means the completion of the subscription for Equity Shares by the Investors as contemplated in this Agreement.

"Contract" means any written or oral agreement, contract, understanding, arrangement, instrument, note, guarantee, indemnity, warranty, deed, assignment, power of attorney, commitment, covenant or undertaking of any nature.

"Governmental Authority" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board,

 DS
RA

 DS
PK

tribunal, governmental or administrative dispute settlement panel or body or other law, rule or regulation-making entity:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"Investors" means the persons listed on Schedule A.

"Laws" means applicable laws (including common law), statutes, codes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority.

"Liens" means any lien, hypothec, mortgage, security interest, charge, encumbrance, pledge, option, pre-emptive right, or transfer restriction other than, in the case of references to securities, any transfer restriction arising under:

- (a) the Articles;
- (b) applicable securities Laws solely by reason of the fact that such securities were issued pursuant to exemptions from registration or prospectus requirements under such securities Laws; or

"Losses" means damages, losses, liabilities, costs, penalties, fines and expenses (including reasonable legal fees and disbursements).

"Material Adverse Effect " means, with reference to the Corporation, a material adverse effect on the condition (financial or otherwise), operations, business, assets or prospects of the Corporation, or on the Corporation's ability to complete the transactions contemplated by this Agreement, other than any such material adverse effect resulting from changes in the economy in general or in the Corporation's industry in particular.

"Other Agreements" means all of the agreements, instruments, certificates and other documents executed and delivered by or on behalf of the Corporation at the Closing or otherwise in connection with this Agreement and the transactions contemplated in this Agreement.

"Parties" means the Corporation and the Investors.

"Person" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

"Tax" or "Taxes" means all taxes, assessments, charges, duties, fees, levies, or other governmental charges, including all federal, provincial, state, local, foreign and other income, corporation, franchise, profits, capital gains, estimated, sales (including HST), use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium,

environmental, customs, duties, imposts, immovable property, personal property, capital stock, unemployment, disability, payroll, license, employee, deficiency assessments, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), and any interest, penalties, or additions to tax in respect of the foregoing and includes any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any Person or other entity.

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

ARTICLE 2 SHARE SUBSCRIPTION AND PURCHASE

2.1 Subscription and Purchase of Shares

At the Closing, the Corporation will issue and sell to each Investor, and each Investor will purchase from the Corporation, the number of Equity Shares (collectively, the Purchased Shares") set opposite such Investor's name in Schedule A, for a purchase price of \$10 per share.

2.2 Closing

The Closing will take place at the offices of the Corporation's registered address on the date of this Agreement or such other place or time determined by the Corporation and the Investors (the actual date on which the Closing takes place being the Closing Date").

2.3 Closing Deliveries

At the Closing:

- (a) the Investors will pay to the Corporation, by certified cheque or wire or other mutually agreed method to the Company, within thirty (30) business days of the execution of this Agreement;
- (b) the Corporation will issue the Purchased Shares to the Investors;
- (c) the Corporation will deliver evidence that each Founder of the Corporation has assigned all relevant Intellectual Property (as defined in section 3.9 of this Agreement) to the Corporation prior to Closing;
- (d) the Corporation will deliver to the Investors a copy of the Corporation's articles of incorporation together with all amendments, including amendment setting out the terms of the Equity Shares, together with other standard documents in a transaction of this nature.

DS
RA

DS
PK

ARTICLE 3
EFFECTIVE DATE

3.1 Effective Date

The parties agree that for accounting and economic purposes, the subscription, allotment, and issuance of the Subscription Shares shall be deemed effective as of April 1, 2025 (the 'Effective Date'). The Board of Directors of the Company shall take all necessary corporate actions to effectuate the legal issuance of the Subscription Shares on the Closing Date, and the parties shall ensure that all economic benefits and burdens of the Corporation from the Effective Date shall accrue to the Investors in proportion to their ownership percentages.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation hereby represents and warrants to each Investor

4.1 Company Representations

The Company is duly incorporated, validly existing, and in good standing under California law.

It has all necessary corporate power and authority to issue and allot the Subscription Shares pursuant to this Agreement.

The Subscription Shares, when issued and paid for in accordance with this Agreement, will be validly issued, fully paid, and non-assessable.

There are currently 10,000 authorized shares, and the Company has the power to issue Subscription Shares within this authorized limit.

4.2 Subsidiary

The Corporation does not own or otherwise hold any legal or beneficial interest in any other Person.

4.3 Corporate Authorization

- (a) The execution and delivery of this Agreement and the Other Agreements, and the consummation of the transactions contemplated by this Agreement and the Other Agreements, have been duly authorized by all necessary corporate action on the part of the Corporation.
- (b) This Agreement constitutes, and each of the Other Agreements, when executed and delivered by the Corporation at the Closing will constitute, a valid and binding obligation of the Corporation enforceable against it in accordance with its terms.
- (c) The Corporation is not a party to, bound or affected by or subject to any Contract, charter or by-law provision, Law or authorization by a Governmental Authority that would be violated or breached by, or under which a default would occur or a Lien or a right of a third party would, or with notice or the passage of time would, be created as a result of, the execution of, or the performance of obligations under, this Agreement or the Other Agreements.

^{DS}
RA

^{DS}
PK

4.4 No Governmental or Third Party Consents

Other than any requisite securities law filings with applicable securities regulatory authorities, no consent, approval, authorization or declaration of and no filing or registration with, any Governmental Authority or other party is required to be made or obtained by the Corporation in connection with:

- (a) the execution and delivery of this Agreement or the Other Agreements; or
- (b) the performance by the Corporation of its obligations under this Agreement or the Other Agreements.

4.5 Title to Properties and Assets; Liens

The Corporation has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or have a Material Adverse Effect, and which have not arisen otherwise than in the ordinary course of business.

4.6 Material Contracts

All of the Corporation's agreements and contracts in effect as of the date of this Agreement with a value in excess of \$25,000 and all other contracts deemed material by the Corporation will be made available to the Investors on request. The Material Contracts are, to the Corporation's knowledge, valid, binding and in full force and effect in all material respects.

4.7 Intellectual Property Rights

To the knowledge of the Corporation (without having conducted any special investigation or patent search), the Corporation owns or possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and similar proprietary rights ("Intellectual Property") necessary to the business of the Corporation as presently conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. Except for agreements with its own employees or consultants, standard end-user license agreements, support/maintenance agreements and agreements entered in the ordinary course of the Corporation's business, there are no outstanding options, licenses or agreements relating to the Intellectual Property, and the Corporation is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. The Corporation has not received any written communication alleging that the Corporation has violated any of the Intellectual Property of any other person or entity.

4.8 Proprietary Information and Invention Assignment

Each technical and senior managerial employee of the Corporation has executed an agreement relating to proprietary information and assignment of inventions. All key employees of the Corporation have entered into appropriate employment contracts containing appropriate confidentiality, non-compete and non-solicit covenants. To the knowledge of the Corporation, no such employee is in violation of their

DS
RA

DS
PK

employment contract or agreements related to proprietary information and assignment of inventions with the Corporation.

4.9 Tax Matters

The Corporation has timely filed all tax returns required to be filed by it with appropriate federal, provincial and local governmental authorities, except where the failure to do so would not have a Material Adverse Effect. These returns and reports are true and correct in all material respects. All taxes shown to be due and payable on such returns, any assessments imposed, and, to the Corporation's knowledge, all other taxes due and payable by the Corporation on or before the Closing have been paid or will be paid prior to the time they become delinquent.

4.10 Liabilities

The Company has no liabilities or obligations, contingent or otherwise which is not disclosed, in excess of \$5,000 individually or \$25,000 in the aggregate.

4.11 Litigation

No litigation, arbitration, action, suit, proceeding or investigation (whether conducted by or before any judicial or regulatory body, arbitrator or other person) is pending or, to the knowledge of the Corporation, threatened or contemplated, against the Corporation, nor is there any basis therefor known to the Corporation.

4.12 Compliance with Other Instruments, Laws, Etc.

The Corporation is not in violation of any material term of its Articles of Incorporation or Bylaws, each as amended to date, or, to the Corporation's knowledge, in any material respect of any term or provision of any material indebtedness, contract or agreement to which it is party which would have a Material Adverse Effect. To the Corporation's knowledge, the Corporation is not in violation of any federal or provincial or local statute, rule or regulation applicable to the Corporation the violation of which would have a Material Adverse Effect. The execution and delivery of the Agreements by the Corporation, the performance by the Corporation of its obligations pursuant to the Agreements, and the issuance of the Shares, will not result in any material violation of, or materially conflict with, or constitute a material default under, the Corporation's Articles of Incorporation or Bylaws, each as may be amended to date.

4.13 No Offering Memorandum

The Corporation has not delivered to the Investors any offering memorandum, or any material that in the aggregate may be reasonably deemed to constitute an offering memorandum, as such term is defined in the applicable Canadian Securities Laws.

4.14 Brokers or Finders

No finder, broker, agent or other intermediary has acted for or on behalf of the Corporation in connection with the negotiation or consummation of the transactions contemplated by this Agreement, and no success fee, broker's fee, commission or similar fees will be payable by the Corporation to any such Person in connection with such transactions.

DS
RA

DS
PK

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

Each Investor, severally and not jointly, represents and warrants to the Corporation as follows, and acknowledges that the representations and warranties contained in this Agreement are made by it with the intent that they may be relied upon by the Corporation in determining the Investor's eligibility to purchase the Purchased Shares.

5.1 Purchasing for Investment Purposes

The Investor is acquiring the Purchased Shares for investment purposes only and not with a view to the resale or distribution of any of the Purchased Shares.

5.2 Resale Restrictions

The Investor:

- (a) has been advised to consult the Investor's own legal advisors with respect to trading in the Purchased Shares and with respect to resale restrictions imposed by applicable securities Laws in the jurisdiction in which the Investor resides;
- (b) acknowledges that no representation has been made respecting the applicable hold periods or other resale restrictions applicable to such securities;
- (c) is solely responsible for compliance with applicable resale restrictions;
- (d) acknowledges and understands that the Purchased Shares have not been qualified by a prospectus under Canadian Securities Laws and, therefore, cannot be resold or otherwise disposed of unless they are subsequently qualified by a prospectus under Canadian Securities Laws or unless an exemption from such registration or qualification is available; and
- (e) is purchasing the Purchased Shares as principal for its own account, and not on behalf of or for the benefit of any other person.

5.3 Further Action

The Investor will provide the Corporation with such information and execute such documents, including certificates and statutory declarations, as the Corporation may reasonably require from time to time in order to comply with applicable securities Laws.

5.4 Evaluation of Risk

The Investor:

- (a) is knowledgeable, sophisticated and experienced in business and financial matters;
- (b) has had access to management of the Corporation and its records for the purpose of conducting its due diligence;

^{DS}
RA

^{DS}
PK

- (c) is capable of evaluating the merits and risks of an investment in the Purchased Shares; and
- (d) is able to bear the economic risk of an investment in the Purchased Shares, including a complete loss of its investment.

5.5 No Representations Regarding Resale

No Person has made any written or oral representation to the Investor:

- (a) that the Person will resell or repurchase the Purchased Shares;
- (b) that any Person will refund the purchase price of such securities (other than pursuant to the liquidation provisions contained in the articles of the Corporation);
- (c) as to the future price or value of such securities; or
- (d) that such securities will be listed on any stock exchange or that application has been or will be made to list such securities upon any stock exchange.

ARTICLE 6

CONDITIONS PRECEDENT, CLOSING MECHANICS AND COVENANTS

All regulatory, corporate, and legal consents (including board resolutions) required for the execution and delivery of this Agreement, the issuance of Subscription Shares, and consummation of the transactions herein described, shall be obtained prior to the actual closing date.

The closing of the subscription and issuance shall be completed no later than 30 days of signing the subscription agreement, or as mutually agreed in writing.

The Company shall not issue additional shares or any instrument convertible into shares until completion of the subscription process as contemplated herein, unless otherwise agreed in writing by both Subscribers.

The Company, Subscribers, and their representatives shall execute all documents and instruments necessary to carry out the purposes of this Agreement.

Confidentiality undertakings: Each party shall maintain confidentiality of this Agreement and any proprietary/company information, except as required by law or for necessary disclosures to regulatory authorities or professional advisors.

DS
RA

DS
PK

ARTICLE 7
GENERAL

7.1 Notices

Any notice given in connection with this Agreement must be in writing and is sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by fax or e-mail:

- (a) in the case of a notice to the Corporation at:

4695 Chabot Dr STE 108, Pleasanton, CA 94588
Attention: Chief Executive Officer; and

- (b) in the case of a notice to the Investors at the addresses set out on Schedule A.

Any notice delivered or transmitted to a Party in accordance with the foregoing is deemed given and received on the day it is delivered or transmitted if it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the notice is delivered or transmitted after 5:00 p.m. local time, or if such day is not a Business Day, then the notice is deemed to have been given and received on the next Business Day. Any Party may, from time to time, change its address, fax number or e-mail address by giving notice to the other Parties in accordance with the provisions of this Section 5.1.

7.2 Indemnification

The Corporation hereby agrees to defend, indemnify and hold Investors harmless from and against all Losses arising out of or resulting from:

- (a) Any breach, or failure to be true and correct, of the representations and warranties made by the Corporation in this Agreement or in any agreement or instrument executed and delivered by the Corporation pursuant to this Agreement; and
- (b) Any failure by the Corporation to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or any of the documents and materials delivered by the Corporation pursuant to this Agreement.

The Investors will indemnify, defend and hold harmless the Corporation and its officers, directors, employees, trustees, agents and representatives, and their successors, on an after-tax basis, from and against all Losses relating to the breach by the Investors of any of the representations, warranties or covenants contained in Section 4 of this Agreement.

^{DS}
RA

^{DS}
PK

7.3 Share Certificates and Register

Upon receipt of the Subscription Price, the Company shall issue share certificates representing the Subscription Shares to the Subscribers and shall update its share register to reflect the ownership.

The share certificates shall bear legends restricting transfer as required by law and this Agreement.

7.4 Survival

The covenants, representations and warranties contained in this Agreement shall survive the execution of this Agreement for a period of three years.

7.5 Expenses

The Corporation will, on Closing, pay all of the reasonable legal fees and disbursements incurred by the Investors in connection with the transactions.

7.6 Amendment

This Agreement may only be amended, supplemented, modified or terminated by the agreement in writing of the Corporation and the Investors.

7.7 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts together constitute one agreement.

7.8 Benefit of the Agreement

This Agreement ensures to the benefit of and is binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

7.9 Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, that is not resolved by negotiation within thirty (30) days, shall be referred to and finally resolved by arbitration in accordance with the provisions of the California Laws. The language of the arbitration shall be English.

7.10 Assignment

Subject to applicable securities Laws:

- (a) an Investor may assign any of its rights and obligations under this Agreement to any transferee of the Purchased Shares if, as a condition of such assignment, the assignee assumes in writing the liabilities and obligations of the Investor under this Agreement; and
- (b) the Corporation may not assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the other Parties, and any such purported assignment without the written consent of the other Parties is void.

7.11 Further Assurances

From time to time, on and after the Closing, each Party will promptly execute and deliver all such further instruments and assurances, and will promptly take all such further actions, as the other Party may reasonably request in order to effect or confirm the transactions contemplated by this Agreement or any of the Other Agreements and to carry out the purposes of this Agreement and any of the Other Agreements.

7.12 Miscellaneous

This Agreement constitutes the entire understanding between the parties pertaining to the subject matter and supersedes all prior agreements.

Amendments to this Agreement must be in writing and signed by all parties.

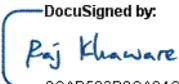
Notices shall be in writing and delivered as specified in this Agreement.

[Signature Page Follows]

A blue square signature box with the letters "RA" in the center and "DS" in the top right corner.A blue square signature box with the letters "PK" in the center and "DS" in the top right corner.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

For Veear Analytics Inc.

By:  _____
Name: Raj K Khaware
Title: Director

For Raj K Khaware

By:  _____
Name: Raj K Khaware

For GenXAI Analytics Private Limited

By:  _____
Name: Rakesh Agarwal
Title: CEO

SCHEDULE A

INVESTORS

Name	Address	Unique ID	Number of Purchased Shares	Aggregate Purchase Price
Raj K Khaware	5772 Kingsmill Ter, Dublin, CA 94568	US Passport - 548594995	490	4900
GenXAI Analytics Private Limited	3rd Floor, Tower 7, Main, Ajmer Road, Near Elements Mall, Teachers Colony, DCM, Jaipur, Rajasthan 302021	CIN - U74140RJ2007PTC024587	510	5100
TOTAL			1000	\$10000

^{DS}
RA

^{DS}
PK