

## **SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO THE EXCHANGEABLE SHARES**

All capitalized words or expressions used herein which are not expressly defined herein will have the meanings set forth in the Share Exchange Agreement (the "**Agreement**") dated October 1, 2015, amongst Dourado Resources Limited, 1050494 B.C. Ltd. ("**DUO SUB**"), Zyber Secure Mobile Solutions Inc. ("**Zyber**") and the Shareholders and Warrantholders of Zyber.

The terms and conditions of the Exchangeable Shares are as follows:

### ***Rights attaching to the Exchangeable Shares***

1. **(Exchange of Exchangeable Shares)**. Each Exchangeable Share is a preferred share in the capital of DUO SUB, the British Columbian subsidiary of Dourado, which may be exchanged by the Holder (defined below) for a fully paid Dourado Share on a one for one share basis in accordance with the terms of Article 2 of the Agreement.
2. **(General meetings)**. The Exchangeable Shares will confer on the holder thereof (the "**Holder**") the right to receive notices of general meetings, financial reports and accounts of Dourado, and any other related meeting materials that are circulated to holders of fully paid ordinary shares in the capital of Dourado (the "**Dourado Shareholders**"). Holders have the right to attend general meetings of the Dourado Shareholders.
3. **(No voting rights)**. The Exchangeable Shares do not entitle the Holder to vote on any resolutions proposed at a general meeting of the Dourado Shareholders. The Exchangeable Shares do not entitle the Holder to receive notice of, attend or vote at any general meeting of DUO SUB.
4. **(No dividend rights)**. The Exchangeable Shares do not entitle the Holder to any dividends in DUO SUB or Dourado.
5. **(Rights on winding up)**. The Exchangeable Shares will have no right to participate in the surplus profits or assets of Dourado or DUO SUB upon the dissolution or winding up of either Dourado or DUO SUB, respectively.
6. **(Transferable)**. The Exchangeable Shares are not transferable.
7. **(Reorganization of capital)**. If at any time the issued capital of Dourado is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of the reorganization.
8. **(No participation in entitlements and bonus issues)**. Holders of Exchangeable Shares will not be entitled to participate in new issues of capital offered to holders of the Dourado Shares, such as bonus issues and entitlement issues.
9. **(No other rights)**. The Exchangeable Shares give the Holders no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
10. **(Redemptions and Repurchases)**. The Exchangeable Shares are not redeemable or repurchasable, except as may be permitted under the provisions of section 2.4(e) of the Agreement.

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11. **(Automatic Redemption).** Any Exchangeable Shares which have not been exchanged for Dourado Shares under the terms of the Agreement within 60 months from the Closing Date will be automatically redeemed by DUO SUB for the sum of \$0.000001 within ten (10) Business Days of the date that is 60 months from the Closing Date.
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