
SECURITIES PURCHASE AGREEMENT

among

RELIANT WEB HOSTING INC.

- and -

THE MEMBERS OF SPARK::RED LLC

Dated as of February 7, 2018

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (the "Agreement"), dated as of February 7, 2018, among: (i) Reliant Web Hosting Inc. (the "Purchaser"); and (ii) each of the Persons listed on Exhibit A (collectively, the "Vendors", and each individually, a "Vendor").

WHEREAS the Vendors collectively own, beneficially and of record, all of the issued and outstanding membership units (the "Vendor Securities") in the capital of Spark:red LLC (the "Company"), a limited liability company existing under the laws of the State of Washington;

WHEREAS prior to the completion of the Contemplated Transactions the Company will convert from a limited liability company to a corporation under Applicable Laws (the "Conversion"), such that, effective upon completion of the Conversion, the Vendor Securities will be shares of common stock of the Company;

WHEREAS for all purposes of this Agreement and the Contemplated Transactions: (i) all references to Vendor Securities in this Agreement will be deemed, as applicable, to be references to the membership units of the Company or the shares of common stock of the Company owned by the Vendors; and (ii) all references to the Company will be deemed, as applicable, to be references to the Company in its capacity as a limited liability company or as a corporation; and

WHEREAS the Vendors desire to sell to the Purchaser, and the Purchaser desires to purchase from the Vendors, the Vendor Securities upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

"2017 Net Income" means the semi-annualized net income of the Company for the period commencing on July 1, 2017 and ending on December 31, 2017, as determined in accordance with the principles and methodology set out in Exhibit C.

"2017 Net Income Deduction Amount" has the meaning specified in Section 2.6.3.

"2017 Net Income Shortfall Amount" has the meaning specified in Section 2.6.3.

"Acquisition Proposal" has the meaning specified in Section 6.5.

"Action" means any claim, action, arbitration, mediation, audit, hearing, investigation, proceeding, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or mediator.

"Aggregate Consideration" means, in respect of each Vendor, the sum of: (i) the cash actually received by such Vendor at Closing, plus or minus any cash received or paid by such Vendor pursuant to

the adjustment procedures in Section 2.6: (ii) an amount equal to the Roll-Over Value multiplied by such Vendor's Percentage Interest; plus (iii) the Earnout Consideration actually received by such Vendor, and in respect of all Vendors means the aggregate of such amount for all Vendors.

"Agreed Amount" has the meaning specified in Section 9.9.

"Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, including: (i) in the case of the Purchaser after the Closing, the Company; and (ii) in the case of a natural Person, any trust maintained for the benefit of such natural Person or for the benefit of such natural Person's spouse or descendants (whether natural or adopted). For purposes of this Agreement, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Allocation Schedule" has the meaning specified in Section 2.8.5.

"Ancillary Agreements" means the other agreements, documents and certificates to be executed and delivered in connection with the Contemplated Transactions.

"Applicable Law" means, with respect to any Person, any law (statutory, common or otherwise), rule, regulation, ordinance, order, injunction, judgment, award, decree, permit or determination of (or agreement with) a Governmental Authority, in each case binding on that Person or any of its assets or properties.

"Board Side Letter" means the letter agreement to be entered into on the Closing Date between the applicable Vendors, the Purchaser and the holders of a majority of the voting shares of the Purchaser with respect to certain board nomination rights held by the Vendors in respect of the board of directors of the Purchaser.

"Business" means the business carried on by the Company as of the date of this Agreement and as of the Closing Date, being the business of providing managed hosting of Oracle Commerce, SAP Hybris and Magento e-commerce solutions.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in the Province of Ontario or the State of Washington are authorized or required by Applicable Law to be closed.

"Business Employees" means the employees of the Company as of the Closing Date.

"Buy-Sell Agreement" means the Buy-Sell Agreement dated as of July 19, 2016 by and among the Company and its members, as amended.

"Cash" means an aggregate amount, as of a given time of determination, equal to: (i) all cash on hand in the Company's bank and lock box accounts at such time; minus (ii) any issued but uncashed checks to the order of the Company.

"Certification" means a confirmation in any form by an independent third party that the Company meets certain operational, security, internal controls or other requirements or criteria relevant to the

conduct of the Business. Without limiting the generality of the foregoing, Certifications include ISO certifications.

"Claim Notice" has the meaning specified in Section 9.8.1.

"Claimed Amount" has the meaning specified in Section 9.9.

"Closing" means the completion of the Contemplated Transactions on the Closing Date.

"Closing 2017 Net Income Statement" has the meaning specified in Section 2.5.4 or Section 2.5.5, as the case may be.

"Closing Cash" means Cash as of January 31, 2018, as set forth in the Closing Cash Statement.

"Closing Cash Estimate" means the Vendors' good faith estimate of Closing Cash.

"Closing Cash Statement" has the meaning specified in Section 2.5.4 or Section 2.5.5, as the case may be.

"Closing Consideration Shortfall Amount" has the meaning specified in Section 2.6.1.

"Closing Indebtedness" means Indebtedness as of January 31, 2018, as set forth in the Closing Indebtedness Statement and the Invoices.

"Closing Indebtedness Estimate" means the Vendors' good faith estimate of Closing Indebtedness.

"Closing Indebtedness Statement" has the meaning specified in Section 2.5.4 or Section 2.5.5, as the case may be.

"Closing Net Working Capital" means the Net Working Capital as of January 31, 2018, as set forth in the Closing Net Working Capital Statement.

"Closing Net Working Capital Statement" has the meaning specified in Section 2.5.4 or Section 2.5.5, as the case may be.

"Code" means the *Internal Revenue Code of 1986*, as amended.

"Commercial-Off-The-Shelf" means generally available to the public upon acceptance of the publisher's, manufacturer's, distributor's or reseller's standard Contract for the applicable product, service, technology or intellectual property.

"Company Intellectual Property" means all Intellectual Property Rights in which the Company has (or purports to have) an ownership interest or an exclusive license or similar exclusive right.

"Confidential Information" means all Trade Secrets and all other confidential or proprietary information and data of or relating to the Company and, after Closing, the Purchaser and its Affiliates; *provided*, however, that Confidential Information shall not include information that: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any violation of a confidentiality obligation of a Vendor; or (ii) is or becomes available to a Vendor on a non-confidential basis from a third-party source, provided that such third party was not prohibited from

disclosing such Confidential Information to such Vendor by a legal, fiduciary or contractual obligation to the Company.

"Constituent Claim" means any claim by: (i) any current or former holder of any membership units, shares or other equity interest of the Company relating to or arising out of (A) this Agreement, any Ancillary Agreement or the Contemplated Transactions, including the calculation, allocation, or payment hereunder of, or any adjustments hereunder to, the Aggregate Consideration, other than as contemplated by this Agreement, or (B) such Person's status as holder of any membership units, shares or other equity interest of the Company at any time at or prior to the Closing, whether for breach of fiduciary duty or otherwise, other than as reflected in or contemplated by this Agreement; (ii) any current or former member, director, officer or employee of the Company against the Company for indemnification or contribution relating to actions prior to the Closing; (iii) any Person to the effect that such Person is entitled to any equity or ownership interest or any payment in connection with the Contemplated Transactions, other than payments to the Vendors of the Aggregate Consideration as provided herein; or (iv) any Person with respect to any equity or ownership interest or any agreement providing for equity or ownership interest compensation to any Person relating to or in connection with the Company.

"Contemplated Transactions" means the sale and purchase of the Vendor Securities and the other transactions contemplated by this Agreement and the Ancillary Agreements.

"Contract" means any contract, agreement, policy, lease, commitment, understanding or arrangement, whether written or oral.

"Conversion" has the meaning specified in the recitals of this Agreement.

"Damages" means any and all damages, losses, Liabilities, costs and expenses (including expenses of investigation and reasonable fees and expenses of counsel and other professionals retained in connection with any Action) paid or payable by an Indemnified Party.

"Disclosing Party" has the meaning specified in Section 6.10.3.

"Disclosure Schedule" means the Disclosure Schedule attached hereto, dated as of the date of this Agreement, delivered by the Vendors to the Purchaser prior to the execution and delivery of this Agreement. The Disclosure Schedule will be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in Article 3 and Article 4. The parties agree that an item disclosed in one section or subsection of the Disclosure Schedule will apply only with respect to the indicated section or subsection, except to the extent that it is reasonably apparent on the face of the disclosure that such disclosure is also applicable to another section or subsection of the Disclosure Schedule.

"Draft 2017 Net Income Statement" has the meaning specified in Section 2.5.1.

"Draft Cash Statement" has the meaning specified in Section 2.5.1.

"Draft Gross Margin Statement" has the meaning specified in Section 2.11.1.

"Draft Indebtedness Statement" has the meaning specified in Section 2.5.1.

"Draft Net Working Capital Statement" has the meaning specified in Section 2.5.1.

"Earnout Consideration" means the aggregate of the First Gross Margin Payment and the Second Gross Margin Payment.

"Employee Benefit Plan" means every plan, fund, contract, program and arrangement (whether written or not) for the benefit of present or former directors, officers or employees of the Company, including those intended to provide: (i) medical, surgical, health care, hospitalization, dental, vision, workers' compensation, life insurance, death, disability, legal services, severance, sickness or accident benefits; (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified); or (iii) salary continuation, unemployment, supplemental unemployment, severance, termination pay, change-in-control, vacation or holiday benefits, (w) that is maintained or contributed to by the Company, (x) that the Company is legally obligated to implement, establish, adopt or contribute to in the future, (y) for which the Company is or may be financially liable as a result of the direct sponsor's affiliation with the Company or its shareholders (whether or not such affiliation exists at the date of this Agreement and notwithstanding that the Employee Benefit Plan is not maintained by the Company for the benefit of its employees or former employees) or (z) for or with respect to which the Company is or may become liable under any common law successor doctrine, express successor liability provisions of Applicable Law, provisions of a collective bargaining agreement, labor or employment Law or agreement with a predecessor employer; provided, however, that "Employee Benefit Plan" does not include any arrangement that has been terminated and completely wound up prior to the date of this Agreement and for which the Company does not have any present or potential liability.

"Enforceability Limitations" means limitations on enforcement and other remedies by or arising under or in connection with applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Applicable Laws affecting creditors' rights generally or general principles of equity.

"Environmental Law" means any Applicable Law relating to environmental contamination, exposure to Hazardous Materials, the protection of the environment or the protection of human health and safety as it relates to the environment.

"ERISA" means the *Employee Retirement Income Security Act of 1974*, as amended, and the rules and regulations thereunder.

"ERISA Affiliate" means any entity or trade or business that is treated as a member of the Company's controlled group within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the escrow agreement to be entered into as of the Closing Date among the Purchaser, the Representative and the Escrow Agent.

"Escrow Amount" means [*Redacted - commercially sensitive information.*]

"Estimated 2017 Net Income" means the Vendors' good faith estimate of 2017 Net Income, being [*Redacted - commercially sensitive information.*]

"Estimated Closing Consideration" means: [*Redacted.*] plus (ii) the Closing Cash Estimate; minus (iii) the Closing Indebtedness Estimate; and plus (if positive) or minus (if negative) or, if applicable, nil (iv) the Estimated Net Working Capital Adjustment.

"Estimated Closing Net Working Capital" means the Vendors' good faith estimate of the Closing Net Working Capital.

"Estimated Net Working Capital Adjustment" means the difference between the Estimated Closing Net Working Capital and the Target Net Working Capital; provided, however, that if the difference (whether plus or minus) between the Estimated Closing Net Working Capital and the Target Net Working Capital is equal to or less than [Redacted.] the Estimated Net Working Capital Adjustment will be deemed to be nil (and thus no increase or decrease to the Estimated Closing Consideration with respect to the Estimated Closing Net Working Capital will be made).

"Excess Amount" has the meaning specified in Section 2.6.1.1.

"Excluded Taxes" means: (i) Taxes imposed on or payable by the Company, or for which the Company otherwise may be liable, for any Pre-Closing Period; (ii) Taxes of another Person claimed from the Company or asserted against the properties, income or operations of the Company as a result of the Company being included prior to the Closing Date in a combined, consolidated or unitary tax group under Treasury Regulations Section 1.1502-6 (or any similar provision of any other Applicable Law), as a result of transferee or successor liability, as a result of contract, or otherwise, which Taxes relate to an event or transaction occurring before the Closing; (iii) Taxes resulting from any breach of or inaccuracy in any representation or warranty contained in Section 3.19 or Section 3.23; and (iii) for the avoidance of doubt, all Taxes of the Company or asserted against the properties, income or operations of the Company for the portion of the Closing Date before the Closing, even though such Closing Date may be included in the Purchaser Indemnified Parties' combined, consolidated or unitary income Tax return; provided, however, that Excluded Taxes shall be reduced to the extent that such Taxes are included in (A) the Closing Net Working Capital Statement, or (B) the Closing Indebtedness Statement; and provided further that Excluded Taxes shall not include Taxes resulting from (x) any transactions occurring on the Closing Date after the Closing outside the Ordinary Course of Business (other than as explicitly contemplated by this Agreement) or (y) any breach by Purchaser of Section 6.12.3 of this Agreement.

"Final Closing Consideration" means: (i) [Redacted.] plus (ii) the Closing Cash; minus (iii) the Closing Indebtedness; and plus (if positive) or minus (if negative) (iv) the Net Working Capital Adjustment (subject to Section 2.6.2).

"Final Determination" has the meaning specified in Section 9.9.

"Final Gross Margin" has the meaning specified in Section 2.11.4 or Section 2.11.5, as the case may be.

"Final Gross Margin Statement" has the meaning specified in Section 2.11.4 or Section 2.11.5, as the case may be.

"Financial Statements" means, collectively, the unaudited financial statements of the Company for the fiscal years ended December 31, 2016 and the nine-month period ended September 30, 2017.

"First Gross Margin Payment" means: (i) if Final Gross Margin for the First Measurement Period is between [Redacted.] an amount equal to the product of (A) [Redacted.] multiplied by a fraction, the numerator of which is Final Gross Margin for the First Measurement Period and the denominator of which is First Target Gross Margin; or (ii) if Final Gross Margin for the First Measurement Period is greater than [Redacted.] an amount equal to the product of [Redacted.] [Redacted.] . For illustrative purposes only: [Redacted - commercially sensitive information.]

[Redacted - commercially sensitive information.]

"First Measurement Period" means the period commencing on and including January 1, 2018 and ending on and including December 31, 2018.

"First Target Gross Margin" means [Redacted - commercially sensitive information.]

"Fraud Claim" means any claim against any Person or Persons resulting from, in respect of, connected with, arising out of, under, or pursuant to fraud or fraudulent misrepresentation, intentional misrepresentation, willful or wrongful breach or criminal conduct by such Person or Persons.

"Fundamental Representations" has the meaning specified in Section 9.1.1.

"Funds Flow Statement" means a written statement prepared by the Representative and the Purchaser setting out: (i) all payments required to be made by the Purchaser on the Closing Date pursuant to the terms of this Agreement; and (ii) wire transfer instructions for each recipient of any such payment.

"GAAP" means United States generally accepted accounting principles, as in effect from time to time.

"Governmental Authority" means any foreign, federal, state, provincial, federal, local or other government, governmental, regulatory or administrative authority, agency or commission, self-regulatory organization, or any court, tribunal or judicial or arbitral body.

"Gross Margin" means the gross margin of the Business for a Measurement Period as determined in accordance with the principles and methodology set out in Exhibit C. For illustrative purposes only, a sample calculation of Gross Margin, based on certain assumptions, is set out in Exhibit C.

"Hazardous Material" means any material, chemical or substance listed, defined, designated or regulated as hazardous or toxic in, or as a pollutant, contaminant or waste under, or otherwise is regulated pursuant to, any Environmental Law, including pesticides, toxic chemicals, petroleum products and by-products, asbestos-containing materials and polychlorinated biphenyls.

"Indebtedness" means, without duplication, any of the following indebtedness of the Company, other than Liabilities reflected in the Closing Net Working Capital Statement: (i) indebtedness for borrowed money; (ii) all Liabilities evidenced by bonds, debentures, notes, or other similar instruments or debt securities (including any notes that are convertible into any equity interests in the Company); (iii) any obligation to pay the deferred purchase price of property or services; (iv) all Liabilities arising from cash or book overdrafts; (v) all Liabilities with respect to credit cards that are 30 days or more past due; (vi) all Liabilities under capitalized leases; (vii) all Liabilities under conditional sale or other title retention agreements; (ix) all Liabilities related to deferred revenue (including long-term deferred revenue) or for customer rebates, advances, prepayments, and deposits; (x) any deferred purchase price Liabilities related to past acquisitions; (xi) all Liabilities of the Company in respect of any bonuses, commissions, severance, change of control or other discretionary payments, including any pro rata amounts earned, accrued, or unpaid for the current fiscal year; (xii) all indebtedness of others guaranteed by the Company or secured by any Lien on the assets of the Company; (xiii) all accrued interest, fees and other expenses owed with respect to the indebtedness referred to herein, including prepayment penalties, termination fees, reimbursements, indemnities, letters of credit and bankers' acceptances and consent fees, "breakage" costs, "break fees" or similar payments or contractual charges actually incurred or paid by the

Company or the Vendors in connection with the Contemplated Transactions; and (xiv) all Transaction Costs payable by the Company.

"Independent Contractor" means an independent contractor under an oral or written engagement with or for the benefit of the Company where: (i) the Company directly or indirectly paid or was required to pay such independent contractor in excess of \$50,000 on an annualized basis during 2017; and (ii) such independent contractor has access to or has been given material Confidential Information of the Company;

"Individual Cash Consideration" means, for each Vendor, such Vendor's portion of the cash component of the Final Closing Consideration based on such Vendor's Percentage Interest.

"Indemnified Liabilities" means all Damages arising out of or relating to: (i) the Pre-Closing Period Actions (including all Actions listed or required by the terms of this Agreement to be listed in Section 3.10 of the Disclosure Schedule); (ii) Excluded Taxes; (iii) the Transaction Expenses. (iv) any Constituent Claim; (v) any Fraud Claim; and (vi) any Indebtedness, other than Indebtedness that has been deducted in calculating the Closing Indebtedness.

"Indemnified Party" means a Purchaser Indemnified Party or a Vendor Indemnified Party, as the case may be.

"Indemnifying Party" means a party that is required to indemnify any Indemnified Party pursuant to Article 9.

"Information Technology" means all computer hardware, Software in source code and object code form (including documentation, interfaces and development tools for current and past versions), test macros, buildscripts, websites, databases, telecommunications equipment and facilities and other information technology systems owned, used or held by the Company.

"Intellectual Property" means, collectively: (i) all rights in intellectual or industrial property or other proprietary rights existing now or in the future in any jurisdiction, including the following: (A) patents and applications therefor, and patents issuing thereon, including continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals and extensions, and the right to file other or further applications and claim priority thereto; (B) trademarks, service marks, trade names, service names, brand names and trade dress rights, and all applications, registrations and renewals thereof; (C) copyrights and registrations and applications therefor, works of authorship, "moral" rights and mask work rights; (D) domain names, uniform resource locators and other names and locators associated with the internet, including applications and registrations thereof; (E) trademarks, trade dress, trade names, logos and service marks, together with the goodwill symbolized by or associated with any of the foregoing and any applications, registrations and renewals therefore; (F) Trade Secrets; (G) all technology, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, schematics, know-how, formulae, shop rights, designs, drawings, patterns, software and architecture; and (H) the right to file applications and obtain registrations for any of the foregoing; (ii) all claims, causes of action and rights to sue for past, present and future infringement or misappropriation of the foregoing, and all proceeds, rights of recovery and revenues arising from or pertaining to the foregoing; and (iii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"Intellectual Property Rights" means all past, present, and future proprietary rights in Intellectual Property.

"Investor Agreements" means the Company's operating agreement and the Buy-Sell Agreement.

"Invoices" has the meaning specified in Section 2.13.15.

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Vendors" means the actual knowledge of the individuals listed in 1.1 of the Disclosure Schedule, in each case after reasonable internal inquiry consistent with such individual's relationship or position with the Company, so that, as a result of such inquiry, such individual is able to express an informed understanding as to the particular matters represented.

"Leased Premises" means the real property leased by the Company and located at: (i) 11241 Willows Rd. N.E., Suite 220, Redmond, WA 98052; and (ii) 73 Princeton Street Suite 303, Chelmsford, MA 01863.

"Letter of Intent" means the letter of intent dated September 21, 2017 between the Purchaser and the Company.

"Liability" means any liability, debt, obligation or commitment of any nature whatsoever (whether direct or indirect, known or unknown, accrued or unaccrued, absolute or contingent, or matured or unmatured), including any arising under any Applicable Law, License, Action or Contract.

"License" means any license, permit, consent, approval, Certification or other authorization of any Governmental Authority.

"Licensed Intellectual Property" means all Intellectual Property Rights used or held by the Company, other than the Company Intellectual Property.

"Lien" means, with respect to any asset or property, any lien, mortgage, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset or property.

"Material Adverse Effect" means any change, event, development, occurrence, state of facts, condition or effect (each, an "Effect") that is, or would reasonably be expected to be, individually or in the aggregate with all other Effects, materially adverse to the operations, assets, properties, liabilities, employees, condition (financial or otherwise) or operating results of the Company or the completion of the Contemplated Transactions; *provided*, however, that "Material Adverse Effect" shall not include any Effect arising out of or attributable to: (i) any changes, conditions or effects in the United States, Canadian or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that affect the industries in which the Company operates; (iii) any change, effect or circumstance resulting from an action required or permitted by this Agreement, including without limitation the Conversion and compliance with the affirmative and negative covenants set forth herein; (iv) any change, effect or circumstance resulting from the announcement of this Agreement, other than an announcement made by a Vendor or the Company in breach of this Agreement; (v) the effect of any changes in Applicable Law or accounting rules, including GAAP; or (vi) conditions caused by acts of terrorism or war (whether or not declared) or any natural or man-made disaster or acts of God, except, in the case of the foregoing clauses (i), (ii) and (v), to the extent the matters referred to therein have had or would be reasonably likely to have a materially disproportionate impact on the operations, assets, properties, liabilities, employees, condition (financial or otherwise) or operating results of the Company relative to other entities in the industries in which the Company carries on the Business.

"Material Contracts" has the meaning specified in Section 3.9.1.

"Materiality Qualifier" means a qualification to a representation or warranty by use of the word "material", "materially" or "materiality" or by a reference regarding the occurrence or non-occurrence or possible occurrence or non-occurrence of a Material Adverse Effect or a "materially adverse effect".

"Measurement Periods", collectively, means the First Measurement Period and the Second Measurement Period.

"Net Working Capital" means an aggregate amount equal to: (i) current assets; minus (ii) current liabilities, in each case prepared and calculated in accordance with GAAP. The calculation of Net Working Capital will be prepared in accordance with the same accounts, sub-accounts, adjustments, practices, inclusions, exclusions and principles used in (A) the calculation of the Target Net Working Capital, and (B) the example calculation of Net Working Capital as of December 31, 2017 set forth on the Target Net Working Capital Schedule.

"Net Working Capital Adjustment" means the positive or negative difference between the Closing Net Working Capital and the Target Net Working Capital.

"Notice" has the meaning specified in Section 11.1.

"Open Source Software" means any software (in source or object code form) that is subject to: (i) a license or other agreement commonly referred to as open source, free software, copyleft or community source code license (including but not limited to any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement); or (ii) any other license or other agreement that requires, as a condition of the use, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (A) disclosed, distributed, made available, offered, licensed or delivered in source code form, (B) licensed for the purpose of making derivative works, (C) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (D) redistributable at no charge, including any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org.

"Options" means, collectively, any outstanding options, warrants and other convertible securities to purchase or otherwise receive membership units or other securities or interests of or in the Company (in each case, whether "in-the-money" or "out-of-the-money").

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) of the Person in question.

"Organizational Documents" means: (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the limited liability company agreement and articles or certificate of formation of a limited liability company; (v) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person; and (vi) any amendment to any of the foregoing.

"Owned Technology" has the meaning specified in Section 3.17.1.

"Percentage Interest" means, with respect to each Vendor, the percentage set forth opposite such Vendor's name (and identified as such) in Exhibit A. The parties acknowledge and agree that the Vendors have provided the Percentage Interests to the Purchaser, and the Purchaser shall not have any liability whatsoever for their calculation.

"Permitted Liens" means: (i) statutory Liens for current Taxes that are not yet due and payable as of the Closing Date or are being contested in good faith by appropriate proceedings; (ii) Liens imposed by Applicable Law, such as materialmen's, mechanic's, workmen's, carrier's and repairmen's Liens, that arise or are incurred in the Ordinary Course of Business to secure amounts that are not yet due and payable or are being contested in good faith by appropriate proceedings; and (iii) other Liens that arise or are incurred in the Ordinary Course of Business (other than in connection with any Indebtedness), are not material in amount and do not adversely affect the title of, materially detract from the value of or materially interfere with any present use of, the assets or properties affected by such Lien.

"Person" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority, and pronouns have a similarly extended meaning.

"Personal Information" means any information in the possession or under the control of the Company about an identifiable individual that can be used to distinguish or trace such individual's identity.

"Pre-Closing Period" means any taxable period ending on or before the Closing Date and the portion of the Straddle Period ending on and including the Closing Date.

"Pre-Closing Period Actions" means all existing or future Actions, regardless of whether any such Action is commenced prior to, on or after the Closing Date, asserting one or more claims that arise out of or relate to any action, inaction, error, omission, event or condition that occurred or existed prior to the Closing related to the ownership or operation of the Company or the Business prior to the Closing (and, for greater certainty, includes all Actions listed or required by the terms of this Agreement to be listed in Section 3.10 of the Disclosure Schedule).

"Prospective Customer" means any Person that, as at the relevant time, is not a customer or client of the Purchaser or any of its Affiliates (including the Company) but for whom: (i) there was an active proposal or other form of solicitation outstanding by the Purchaser or any of its Affiliates (including the Company), or on their behalf, for any purpose relating to the Purchaser Business within the 12 month period prior to the relevant time; and (ii) the applicable Vendor, or any Affiliate thereof, was personally involved in, or had knowledge of, the preparation or presentation of such proposal or solicitation.

"Purchaser Business" means, collectively: (i) web-hosting and managed services of eCommerce systems, including the provisioning and management of the following services on behalf of the Corporation's clients: Internet data centre facilities, network bandwidth, WAN and LAN equipment (including routers, switches, firewalls and load balancers), dedicated server hardware, public cloud, storage and database equipment and services (including backup and recovery), security, infrastructure software (for example, web-server software, application servers and database servers), as well as professional services associated with the preceding services (including architecture, capacity planning, performance testing and security consulting); (ii) following Closing, the Business; (iii) custom development of integrated eCommerce systems like Oracle Commerce or SAP Hybris Commerce frameworks, as well as the development of proprietary commerce systems that form the basis of certain portions of the Purchaser's Intellectual Property; and (iv) and any other line of business actively carried on by the Purchaser or any of its Affiliates (including the Company) or, to the knowledge of the applicable Vendor, in the active contemplation of the Purchaser or any of its Affiliates (including the Company) and reflected in a written business or strategic plan as at the relevant date

"Purchaser Disclosure Letter" means a letter delivered to the Representative upon signing of this Agreement setting forth certain information relevant to Purchaser's representations and warranties in this Agreement.

"Purchaser Financial Statements" means the unaudited financial statements of the Purchaser for the fiscal years ended December 31, 2016 and December 31, 2017.

"Purchaser Indemnified Parties" means: (i) the Purchaser; (ii) each Affiliate of the Purchaser (including the Company); (iii) each of the respective directors, officers, employees and agents of any of the foregoing; and (v) each of the respective heirs, executors, successors and permitted assigns of the Persons referenced in paragraphs (i), (ii) and (iii) hereof.

"Registered Intellectual Property" has the meaning specified in Section 3.16.2.

"Release Exceptions" has the meaning specified in Section 10.1.

"Released Liabilities" has the meaning specified in Section 10.1.

"Released Person" has the meaning specified in Section 10.1.

"Remaining Vendors" means the Vendors other than the Restrictive Covenant Vendors.

"Remedial Action" means any action required by any Governmental Authority or Environmental Law to clean up, remove, treat or in any other way address any Hazardous Materials.

"Representative" means the representative of the Vendors, being [Redacted.] or such other Person as may be appointed as the Representative in his stead pursuant to Section 11.9.5.

"Representative's Section 338 Statement" has the meaning specified in Section 2.8.6.

"Restrictive Covenant Vendors" means [Redacted - personal information.]

"Roll-Over Shares" means the [Redacted.] common shares of Purchaser to be issued and delivered pursuant to the Share Deferral Agreements.

"Roll-Over Value" means [Redacted - commercially sensitive information.]

"SEC" means the United States Securities and Exchange Commission.

"Second Gross Margin Payment" means: (i) if Final Gross Margin for the Second Measurement Period is between [Redacted.] an amount equal to the product of [Redacted - commercially sensitive information.]

or [Redacted - commercially sensitive information.]

For illustrative purposes only: [Redacted - commercially sensitive information.]

"Second Measurement Period" means the period commencing on and including January 1, 2019 and ending on and including December 31, 2019.

"Second Target Gross Margin" means [Redacted - commercially sensitive information.]

"Share Deferral Agreements" means the share deferral agreements to be entered into between the Purchaser and each of the Vendors on Closing evidencing the Purchaser's obligation to issue the Roll-Over Shares in certain circumstances under the conditions set forth therein.

"Software" means computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs.

"Source Code" means the source code making up the Owned Technology.

"Solicit" means any direct or indirect communication of any kind whatsoever that invites, advises, encourages or requests any Person, in any manner, to take or refrain from taking any action.

"Straddle Period" means any taxable year or period beginning on or before the Closing Date and ending after the Closing Date.

"Target Net Working Capital" means [Redacted - commercially sensitive information.]

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, unclaimed property, escheat, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in paragraph (1) above or this paragraph (ii); (iii) any liability for the payment of any amounts of the type described in paragraphs (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in paragraphs (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"Tax Adjustment Amount" has the meaning specified in Section 2.8.2.

"Tax Affiliate" means the Company and any other Person that is or was a member of an affiliated, combined or unitary group of which the Company is or was a member.

"Tax Benefit" means any refund, credit or other reduction in otherwise required Tax payments.

"Tax Contest" means any audit, investigation, claim, challenge, dispute or controversy relating to Taxes.

"Tax Returns" means all returns, reports and other documents of every nature (including elections, declarations, disclosures, schedules, estimates and information returns) filed or required to be filed with any Governmental Authority relating to Taxes.

"Technical Information" means all know-how and related technical knowledge owned, used or held by the Company, including: (i) trade secrets, confidential information and other proprietary know-how; (ii) public information and non-proprietary know-how; (iii) information of a scientific, technical, financial or business nature regardless of its form; and (iv) specifications, designs, test data and documentation relating to the foregoing.

"Technology" means the Company Intellectual Property, Licensed Intellectual Property, Information Technology and Technical Information.

"Territory", collectively, means: (i) every state and province in North America in which the Purchaser or any of its Affiliates (including the Company) carries on the Purchaser Business or has customers, clients or Prospective Customers at any time from and after the Closing Date; and (ii) any country outside of North America in which the Purchaser or any of its Affiliates (including the Company) carries on the Purchaser Business or has customers, clients or Prospective Customers at any time from and after the Closing Date.

"Third Party Claim" has the meaning specified in Section 9.8.1.

"Trade Secrets" means information and materials not generally known to the public, including trade secrets and other confidential or proprietary information.

"Transaction Expenses" means the aggregate of all expenses incurred by the Company and the Vendors in connection with the Contemplated Transactions (excluding any such costs that were paid prior to Closing), including all investment banking, legal, accounting and other advisory fees incurred in respect of the transactions contemplated by this Agreement and the cost of obtaining any consents, approvals or permissions or delivering any notices required pursuant to this Agreement (including any Taxes and disbursements related thereto).

"Vendor Indemnified Parties" means: (i) the Vendors; (ii) each Affiliate of a Vendor (including, prior to Closing only, the Company); and (iii) each of the respective directors, officers, employees and agents of any of the foregoing (including, prior to Closing only, each of the respective directors, officers, employees and agents of the Company); and (iv) each of the respective heirs, executors, successors and permitted assigns of the Persons referenced in paragraphs (i), (ii) and (iii) hereof.

"Vendor Securities" has the meaning specified in the recitals of this Agreement.

"WARN Act" means the *Worker Adjustment and Retraining Notification Act of 1988*, as amended.

"Working Capital Adjustment Spread" has the meaning specified in Section 2.6.2.

ARTICLE 2
ACQUISITION OF VENDOR SECURITIES; CLOSING

2.1 Acquisition of Vendor Securities.

Upon the terms and subject to the conditions of this Agreement, at the Closing, each Vendor shall sell to the Purchaser, and the Purchaser shall purchase from such Vendor, all of the Vendor Securities owned by such Vendor, free and clear of all Liens other than the restrictions on transfer, if any, contained in the Organizational Documents of the Company or the Buy-Sell Agreement.

2.2 Consideration.

In exchange for the Vendor Securities: (i) each Vendor will be entitled to receive (A) such Vendor's Individual Cash Consideration, (B) a Share Deferral Agreement evidencing the Purchaser's obligation to issue and deliver the number of Roll-Over Shares set forth in Exhibit A, and (C) if applicable, such Vendor's Percentage Interest of the Earnout Consideration; and (ii) the Purchaser will pay or otherwise be responsible for the payment or satisfaction of the Closing Indebtedness.

2.3 Satisfaction of Estimated Closing Consideration.

2.3.1 The Estimated Closing Consideration will be paid and satisfied as follows:

2.3.1.1 as to the Escrow Amount, by the Purchaser delivering the Escrow Amount to the Escrow Agent on the Closing Date by wire transfer of immediately available funds to the Escrow Agent in accordance with the Funds Flow Statement, to be held in escrow pursuant to the terms and conditions of the Escrow Agreement as security for, and as a ready source of funds to satisfy the Vendors' performance of their indemnification and other obligations under this Agreement or otherwise (including any payment obligations of the Vendors under Section 2.6); and

2.3.1.2 as to the balance, by the Purchaser paying such balance on the Closing Date to or to the order of each Vendor by wire transfer of immediately available funds in accordance with the Funds Flow Statement.

In addition, payment of the Roll-Over Value will be satisfied through the issuance by the Purchaser to the Vendors on the Closing Date of the Share Deferral Agreements evidencing the Purchaser's obligation to issue and deliver the number of Roll-Over Shares set out in Exhibit A.

2.3.2 Initiation of the wire transfers as provided in Section 2.3.1.2 shall satisfy Purchaser's obligation to pay the cash portion of the Estimated Closing Consideration to the Vendors upon the Closing; *provided*, that the Purchaser shall cooperate with the Vendors thereafter to ensure that such wire transfers are actually received.

2.4 Satisfaction of Earnout Consideration.

2.4.1 The Earnout Consideration will be paid and satisfied as follows:

2.4.1.1 as to the First Gross Margin Payment, by the Purchaser paying such amount to or to the order of each Vendor in accordance with the terms of Section 2.9 by wire transfer of immediately available funds in accordance with the Funds Flow Statement; and

2.4.1.2 as to the Second Gross Margin Payment, by the Purchaser paying such amount to or to the order of each Vendor in accordance with the terms of Section 2.10 by wire transfer of immediately available funds in accordance with the Funds Flow Statement.

2.4.2 Initiation of the wire transfers provided in Section 2.4.1.1 and Section 2.4.1.2 shall satisfy Purchaser's obligation to pay the First Gross Margin Payment and Second Gross Margin Payment, respectively, in each case if applicable, to the Vendors; *provided*, that the Purchaser shall cooperate with the Vendors thereafter to ensure that such wire transfers are actually received.

2.4.3 The Vendors shall allocate the Aggregate Consideration among the Vendor Securities in accordance with the allocations set out in Exhibit A, and the Vendors and the Purchaser agree that the values so attributed to the Vendor Securities are the respective fair market values thereof, and each party shall file in mutually agreeable form all Tax Returns and elections required or desirable under Applicable Law in a manner consistent with such allocations.

2.5 Preparation of Cash Statement, Indebtedness Statement, Net Working Capital Statement and 2017 Net Income Statement.

2.5.1 The Purchaser will use its commercially reasonable efforts to prepare and deliver within ninety (90) days following the Closing Date (or such other date as is mutually agreed to by the Representative and the Purchaser in writing) to the Representative: (i) a draft unaudited statement of actual Cash as of the close of business on the last Business Day immediately preceding the Closing Date (the "Draft Cash Statement"); (ii) a draft unaudited statement of actual Net Working Capital as of the close of business on the last Business Day immediately preceding the Closing Date (the "Draft Net Working Capital Statement"); (iii) a draft unaudited statement of actual Indebtedness as of the close of business on the last Business Day immediately preceding the Closing Date (the "Draft Indebtedness Statement"); and (iv) a draft unaudited statement of Estimated 2017 Net Income (the "Draft 2017 Net Income Statement"). The Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement will be prepared consistent with the accounting methodology used to calculate the Target Net Working Capital and 2017 Net Income as outlined in Exhibit C and, unless otherwise specifically provided on Exhibit C, in accordance with GAAP.

2.5.2 The Representative will have ten (10) Business Days to review the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement following receipt thereof and the Representative must notify the Purchaser in writing if it has any objections to the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement or the Draft 2017 Net Income Statement within such fifteen (15) Business Day period. The notice of objection must contain a statement of the basis of each of the Representative's objections and each amount in dispute. The Purchaser will provide reasonable access at reasonable times during the Purchaser's regular business hours, upon every reasonable request, to the Representative and its advisors, to all work papers, accounting books and records of the Purchaser and its Affiliates reasonably required for or used in the preparation of the Draft Cash Statement, Draft Net Working Capital Statement, the Draft Indebtedness Statement or the Draft 2017 Net Income Statement and the appropriate accounting personnel of the Purchaser to verify the accuracy, presentation and other matters relating to the preparation of the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement.

2.5.3 If the Representative sends a notice of objection of the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement or the Draft 2017 Net Income Statement in accordance with Section 2.5.2, the Representative and the Purchaser will work expeditiously and in good faith in an attempt to resolve such objections within twenty (20) Business Days following receipt of the notice. Failing resolution of any objection to the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement or the Draft 2017 Net Income Statement raised by the Representative, either the Representative or the Purchaser may submit the dispute for determination to employees having no conflict of interest of an independent firm of chartered accountants mutually agreed to by the Representative and the Purchaser (and, failing such agreement between the Representative and the Purchaser within a further period of five (5) Business Days, such independent firm of chartered accountants will be Grant Thornton LLP, or if such firm is unable to act, such other independent international firm of chartered accountants determined jointly by the Purchaser and the Representative, each acting promptly and reasonably). Such firm of chartered accountants will determine, based solely on the written submissions of the Representative and the Purchaser and not by independent investigation, only the specific items under dispute by the Representative or the Purchaser. In resolving any disputed item, the firm of chartered accountants to which any dispute is referred in accordance with this Section 2.5.3 will be bound by the provisions of this Section 2.5.3 and may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of such firm of chartered accountants will be final and binding upon the Vendors and the Purchaser and will not be subject to appeal, absent manifest error. Such firm of chartered accountants are deemed to be acting as experts and not as arbitrators.

2.5.4 Unless the Representative sends a notice of objection within the fifteen (15) Business Day period set forth in and in accordance with Section 2.5.2, the Representative and the Vendors will be deemed to have accepted and approved the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement, and each of the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement will be final, conclusive and binding upon the Vendors and the Purchaser, and will not be subject to appeal, and thereupon the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement will become the "Closing Cash Statement", the "Closing Net Working Capital Statement", the "Closing Indebtedness Statement" or the "Closing 2017 Net Income Statement", as the case may be, and the Cash, Net Working Capital, Indebtedness and 2017 Net Income set forth therein will be deemed to be the Closing Cash, the Closing Net Working Capital, the Closing Indebtedness and the final 2017 Net Income, respectively, at the end of such fifteen (15) Business Day period.

2.5.5 If the Representative sends a notice of objection in accordance with Section 2.5.2, the Representative and the Purchaser will revise the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement or the Draft 2017 Net Income Statement to reflect the final resolution or final determination of such objections under Section 2.5.3 within two (2) Business Days following such final resolution or determination. Such revised Draft Cash Statement, Draft Net Working Capital Statement, Draft Indebtedness Statement or Draft 2017 Net Income Statement will be final, conclusive and binding upon the Vendors and the Purchaser, and will not be subject to appeal. The Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement as may be revised under this Section 2.5.5, will become the "Closing Cash Statement", the "Closing Net Working Capital Statement", the "Closing Indebtedness Statement" and the "Closing 2017 Net Income Statement", and the Cash, Net Working Capital, Indebtedness and 2017 Net Income set forth

therein will be deemed to be the Closing Cash, the Closing Net Working Capital, the Closing Indebtedness and the final 2017 Net Income, respectively, at the end of such two (2) Business Day period.

2.5.6 The Vendors and the Purchaser will each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, as the case may be, the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement. In the case of a dispute and the retention of a firm of chartered accountants to determine such dispute, the costs and expenses of such firm of chartered accountants will be borne equally by the Vendors on one hand and the Purchaser on the other, unless any adjustment to the Estimated Closing Consideration, as finally determined by such independent accounting firm, differs from the adjustment initially proposed by the Purchaser by more than five percent, in which case the fees, costs and expenses of such independent accounting firm will be borne by: (i) the Purchaser if the adjustment to the Estimated Closing Consideration, as finally determined, is positive and is higher than that initially proposed or is negative but is less than that initially proposed; or (ii) the Vendors if the adjustment to the Estimated Closing Consideration, as finally determined, is positive and is lower than that initially proposed or is negative but is larger than that initially proposed. The Vendors and the Purchaser will each bear their own costs in presenting their respective cases to such firm of chartered accountants.

2.5.7 The Vendors and the Purchaser agree that the procedure set forth in this Section 2.5 for resolving disputes with respect to the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement, and the Closing Cash, the Closing Net Working Capital, the Closing Indebtedness and the final 2017 Net Income, is the sole and exclusive method of resolving such disputes. This Section 2.5 will not prohibit any party to this Agreement from instigating litigation to compel specific performance of this Section 2.5 or to enforce the determination of the independent firm of chartered accountants.

2.6 Adjustments.

2.6.1 Subject to Section 2.6.2:

2.6.1.1 If the Final Closing Consideration minus the Estimated Closing Consideration is a negative amount (the "Closing Consideration Shortfall Amount"), then, subject to the Purchaser's right of set-off pursuant to Section 9.10, without delay the Representative and the Purchaser will forthwith direct the Escrow Agent to release from the Escrow Amount an amount equal to the Closing Consideration Shortfall Amount to or to the order of the Purchaser. If the Closing Consideration Shortfall Amount exceeds the remaining Escrow Amount, then the balance will be paid by the Vendors to the Purchaser; or

2.6.1.2 If the Final Closing Consideration minus the Estimated Closing Consideration is a positive amount (the "Excess Amount"), then the Excess Amount will be paid by the Purchaser to or to the order of each Vendor by wire transfer of immediately available funds in accordance with the Funds Flow Statement. Initiation of the wire transfers as provided in the foregoing sentence shall satisfy the Purchaser's obligation to pay such amount to the Vendors; *provided*, that the Purchaser shall cooperate with the Vendors thereafter to ensure that such wire transfers are actually received.

2.6.2 Notwithstanding anything else contained in this Agreement, if: (i) the Target Net Working Capital exceeds the Closing Net Working Capital by more than [Redacted.] or (ii) the Closing Net Working Capital exceeds the Target Net Working Capital by more than [Redacted.](such

negative or positive amount which is in excess of [Redacted] being the "Working Capital Adjustment Spread"), then in each case the adjustment to Closing Net Working Capital will be limited to the amount of the Working Capital Adjustment Spread.

2.6.3 If final 2017 Net Income (as determined in accordance with Section 2.5) is less than Estimated 2017 Net Income (such deficit being the "2017 Net Income Shortfall Amount"), then, subject to the Purchaser's right of set-off pursuant to Section 9.10, without delay the Representative and the Purchaser will forthwith direct the Escrow Agent to release from the Escrow Amount to or to the order of the Purchaser an amount equal to the product of: (i) 10; multiplied by (ii) the 2017 Net Income Shortfall Amount (the "2017 Net Income Deduction Amount"). For illustrative purposes only, [Redacted - commercially sensitive information.]

2.6.4 Any amounts to be paid by the Vendors under Section 2.6.1 or Section 2.6.3, or the Purchaser under Section 2.6.1.1, will be paid by wire transfer of immediately available funds within five Business Days after the date on which the Draft Cash Statement, the Draft Net Working Capital Statement, the Draft Indebtedness Statement and the Draft 2017 Net Income Statement have become or have been deemed to become the Closing Cash Statement, the Closing Net Working Capital Statement, the Closing Indebtedness Statement and the 2017 Net Income Statement, as the case may be, in accordance with Section 2.5.4 or Section 2.5.5.

2.7 No Effect on Other Rights.

The determination of the Final Closing Consideration in accordance with the provisions of this Article 2 will not limit or affect any other rights or causes of action any of the Purchaser or the Vendors may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

2.8 Section 338(h)(10) Election.

2.8.1 At the Purchaser's option, the Company and each of the Vendors will join with the Purchaser in making an election under section 338(h)(10) of the Code (and any corresponding election under state, local, and non-U.S. tax law) with respect to the purchase and sale of the Vendor Securities hereunder (a "Section 338(h)(10) Election"). The definitions and procedures in this Section 2.8 shall govern the Section 338(h)(10) Election.

2.8.2 Adjustment to Aggregate Consideration. If a Section 338(h)(10) Election is made, the Aggregate Consideration will be increased by up to the Additional Tax Amount (the actual amount of such increase being the "Tax Adjustment Amount"), provided, however, that: (i) if the Maximum Purchase Price exceeds the cash amount actually paid to or for the benefit of the Vendors on Closing, the Tax Adjustment Amount will be proportionately reduced based on the amount by which the Maximum Purchase Price exceeds the cash amount actually paid to or for the benefit of the Vendors on Closing; and (ii) if additional amounts are paid to the Vendors pursuant to Section 2.9, Section 2.10 or under the Deferred Share Agreements, the amounts so paid will be increased by up to the Additional Tax Amount (inclusive of the Tax Adjustment Amount).

2.8.3 Certain Definitions and Interpretations.

2.8.3.1 The "Additional Tax Amount" means an amount equal to the quotient obtained by dividing (x) the Asset Sale Tax Liability less the Aggregate Stock Sale Tax Liability calculated with respect to the Maximum Purchase Price, by (y) one (1) minus the weighted average Asset Sale Tax Rate and the Stock Sale Tax Rate (each expressed as a decimal) used in calculating such Asset Sale Tax Liability, up to a maximum amount of no greater than \$50,000 (regardless of the actual amount resulting from the aforementioned calculation).

2.8.3.2 The "Aggregate Stock Sale Tax Liability" means the sum of the Vendor Stock Sale Tax Liabilities, computed separately for each Vendor.

2.8.3.3 "Applicable State" means, with respect to any Vendor, the state to which such Vendor would pay income Taxes in respect of any Asset Sale Tax Liability or Stock Sale Tax Liability.

2.8.3.4 The "Asset Sale Tax Liability" means an amount equal to the sum of the aggregate United States federal and Applicable State income Taxes payable by the Vendors solely as a result of the making of a Section 338(h)(10) Election. The Asset Sale Tax Liability shall be calculated using the Asset Sale Tax Rate and Stock Sale Tax Rate applicable to the Maximum Purchase Price as deemed received by the Company and distributed to the Vendors.

2.8.3.5 "Asset Sale Tax Rate" means, with respect to the Maximum Purchase Price constituting a particular type of income or gain (that is, ordinary income, short-term or long-term capital gain), the sum of the highest marginal federal and Applicable State personal income Tax, applicable to such type of income, as such rates are in effect for the Closing Date, assuming the non-deductibility of state Taxes for federal income Tax purposes.

2.8.3.6 "Maximum Purchase Price" means the Aggregate Consideration, adjusted to include the Escrow Amount and the Earnout Consideration in the maximum amounts payable, valuing the Roll-Over Shares at the Roll-Over Value, and assuming all such amounts were paid to the Vendors at the Closing.

2.8.3.7 The "Vendor Stock Sale Tax Liability", for any Vendor, means an amount equal to the product of (A) the difference between the portion of the Maximum Purchase Price payable to such Vendor and the amount of such Vendor's basis in his or her Vendor Securities and (B) the applicable Stock Sale Tax Rate.

2.8.3.8 "Stock Sale Tax Rate" means, with respect to any Vendor, the sum of the highest marginal federal and Applicable State personal income Tax rates applicable to the type of gain (short-term or long-term capital gain) comprising the taxable amount of the portion of the Maximum Purchase Price received by such Vendor, as such rates are in effect for the Closing Date, assuming the non-deductibility of state Taxes for federal income Tax purposes.

2.8.4 Vendor Election Forms. Each Vendor shall deliver to the Purchaser at or before the Closing an executed IRS Form 8023 in a form satisfactory in all respects to the Purchaser, agreeing to the making of the Section 338(h)(10) Election.

2.8.5 Allocation Schedule. On or before the date on which the Purchaser delivers to the Representative the Draft Net Working Capital Statement, the Purchaser shall prepare and deliver to the Representative an allocation schedule (the "Allocation Schedule") prepared in a manner consistent with section 338 of the Code and the Treasury Regulations thereunder, allocating the Aggregate Consideration and the liabilities of the Company and its Subsidiaries (plus other relevant items) to the assets of the Company. The Purchaser and the Representative shall reasonably cooperate with and assist each other in resolving any items disputed by the Representative in good faith, pursuant to the procedures set forth in Section 2.5, provided, however, that if the Purchaser and the Representative are unable to resolve any or all of the disputed items within fifteen (15) days after delivery of the Representative's written objection within the period provided in Section 2.5.2, then the remaining disputed items shall be submitted to the independent firm of chartered accountants selected pursuant to Section 2.5.3, which shall be instructed to prepare and deliver its determination of the Allocation Schedule within fifteen (15) days after its engagement. Upon the filing of the Section 338(h)(10) Election, the Allocation Schedule as prepared by Purchaser, or as determined by the independent firm of chartered accountants, as the case may be, shall be binding upon the Purchaser, the Vendors and the Company. The Purchaser, the Vendors and the Company shall report, act and file Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such Allocation Schedule. None of the Purchaser, any Vendor or the Company shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such Allocation Schedule unless required to do so by Applicable Law.

2.8.6 Section 338 Statement. On or before the thirtieth (30th) day after receipt of the Allocation Schedule, or, in the case in which such Allocation Schedule is submitted to an independent firm of chartered accountants, the fifteenth (15th) day after determination by such firm, the Representative shall deliver to the Purchaser a statement (the "Representative's Section 338 Statement") setting forth the Representative's good faith calculation of the Additional Tax Amount, which calculations shall be made (a) based on the Allocation Schedule, (b) in compliance with Applicable Law, and (c) in accordance with the past custom and practice of the Company and the Vendors in filing their income Tax Returns. The Representative's good faith calculation of the Additional Tax Amount as set forth in the Representative's Section 338 Statement shall be determinative, absent manifest error.

2.9 First Gross Margin Payment.

2.9.1 First Gross Margin Statement. No later than ninety (90) days after the last day of the First Measurement Period, the Purchaser shall prepare and deliver, or cause to be prepared and delivered, to the Representative a statement setting forth the calculation of Final Gross Margin for the First Measurement Period.

2.9.2 First Gross Margin Payment. Subject to the Purchaser's right of set-off pursuant to Section 9.10, if Final Gross Margin for the First Measurement Period is equal to or greater than [Redacted.] then as promptly as practicable (but in no event later than five (5) Business Days) after the determination of Final Gross Margin for the First Measurement Period the Purchaser will pay the First Gross Margin Payment to the Vendors pro rata in accordance with their respective Percentage Interest by wire transfer of immediately available funds in accordance with the Funds Flow Statement. For greater certainty, if Final Gross Margin for the First Measurement Period is less than [Redacted.] no portion of the First Gross Margin Payment, or any other consideration of any kind, will be earned by or paid to the Vendors in connection therewith.

2.10 Second Gross Margin Payment

2.10.1 Second Gross Margin Statement. No later than ninety (90) days after the last day of the Second Measurement Period, the Purchaser shall prepare and deliver, or cause to be prepared and delivered, to the Representative a statement setting forth the calculation of Final Gross Margin for the Second Measurement Period.

2.10.2 Second Gross Margin Payment. Subject to the Purchaser's right of set-off pursuant to Section 9.10, if Final Gross Margin for the Second Measurement Period is equal to or greater than [Redacted.] then as promptly as practicable (but in no event later than five (5) Business Days) after the determination of Final Gross Margin for the Second Measurement Period the Purchaser will pay the Second Gross Margin Payment to the Vendors pro rata in accordance with their respective Percentage Interest by wire transfer of immediately available funds in accordance with the Funds Flow Statement. For greater certainty, if Final Gross Margin for the Second Measurement Period is less than [Redacted.] no portion of the Second Gross Margin Payment, or any other consideration of any kind, will be earned by or paid to the Vendors in connection therewith.

2.11 Preparation of Gross Margin Statements.

2.11.1 The final amount of Gross Margin for the First Measurement Period and the Second Measurement Period will be determined in accordance with this Section 2.11. The Purchaser will use its commercially reasonable efforts to prepare and deliver within ninety (90) days following the end of each Measurement Period (or such other date as is mutually agreed to by the Representative and the Purchaser in writing) to the Representative a draft statement of actual Gross Margin for each Measurement Period (each, a "Draft Gross Margin Statement"). Each Draft Gross Margin Statement will be prepared consistent with the methodology outlined in Exhibit C.

2.11.2 The Representative will have fifteen (15) Business Days to review the Draft Gross Margin Statement following receipt thereof and the Representative must notify the Purchaser in writing if it has any objections to the Draft Gross Margin Statement within such fifteen (15) Business Day period. The notice of objection must contain a statement of the basis of each of the Representative's objections and each amount in dispute. The Purchaser will provide reasonable access at reasonable times during the Purchaser's regular business hours, upon every reasonable request, to the Representative and its advisors, to all work papers, accounting books and records of the Purchaser reasonably required for or used in the preparation of the Draft Gross Margin Statement and the appropriate accounting personnel of the Purchaser to verify the accuracy, presentation and other matters relating to the preparation of the Draft Gross Margin Statement.

2.11.3 If the Representative sends a notice of objection of the Draft Gross Margin Statement in accordance with Section 2.11.2, the Representative and the Purchaser will work expeditiously and in good faith in an attempt to resolve such objections within twenty (20) Business Days following receipt of the notice. Failing resolution of any objection to the Draft Gross Margin Statement raised by the Representative, either the Representative or the Purchaser may submit the dispute for determination to employees having no conflict of interest of an independent firm of chartered accountants mutually agreed to by the Representative and the Purchaser (and, failing such agreement between the Representative and the Purchaser within a further period of five (5) Business Days, such independent firm of chartered accountants will be Grant Thornton LLP, or if such firm is unable to act, such other independent international firm of chartered accountants determined jointly by the Purchaser and the Representative, each acting promptly and reasonably). Such firm of chartered accountants will determine, based solely on the written submissions of the Representative and the Purchaser and not by independent investigation, only the specific items

under dispute by the Representative or the Purchaser. In resolving any disputed item, the firm of chartered accountants to which any dispute is referred in accordance with this Section 2.11.3 will be bound by the provisions of this Section 2.11.3 and may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of such firm of chartered accountants will be final and binding upon the Vendors and the Purchaser and will not be subject to appeal, absent manifest error. Such firm of chartered accountants are deemed to be acting as experts and not as arbitrators.

2.11.4 Except to the extent that the Representative notifies the Purchaser of a specific objection to a specific determination set forth on the Draft Gross Margin Statement within the fifteen (15) Business Day period set forth in and in accordance with Section 2.11.2, the Representative and the Vendors will be deemed to have accepted and approved the Draft Gross Margin Statement and the Draft Gross Margin Statement will be final, conclusive and binding upon the Vendors and the Purchaser, and will not be subject to appeal and the Draft Gross Margin Statement will become the "Final Gross Margin Statement", and the Gross Margin set forth therein will be deemed to be the "Final Gross Margin" for the First Measurement Period or the Second Measurement Period, as the case may be, at the end of such fifteen (15) Business Day period.

2.11.5 If the Representative sends a notice of objection in accordance with Section 2.11.2, the Representative and the Purchaser will revise the Draft Gross Margin Statement to reflect the final resolution or final determination of such objections under Section 2.11.3 within two (2) Business Days following such final resolution or determination. Such revised Draft Gross Margin Statement will be final, conclusive and binding upon the Vendors and the Purchaser, and will not be subject to appeal. The Draft Gross Margin Statement, as may be revised under this Section 2.11.5, will become the "Final Gross Margin Statement", and the Gross Margin set forth therein will be deemed to be the Final Gross Margin at the end of such two (2) Business Day period.

2.11.6 The Vendors and the Purchaser will each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, as the case may be, a Draft Gross Margin Statement. In the case of a dispute and the retention of a firm of chartered accountants to determine such dispute, the costs and expenses of such firm of chartered accountants will be borne equally by the Vendors on one hand and the Purchaser on the other. The Vendors and the Purchaser will each bear their own costs in presenting their respective cases to such firm of chartered accountants.

2.11.7 The Vendors and the Purchaser agree that the procedure set forth in this Section 2.11 for resolving disputes with respect to each Draft Gross Margin Statement and the Final Gross Margin (for both Measurement Periods), is the sole and exclusive method of resolving such disputes. This Section 2.11 will not prohibit any party to this Agreement from instigating litigation to compel specific performance of this Section 2.11 or to enforce the determination of the independent firm of chartered accountants.

2.11.8 From the Closing Date until the completion of the Second Measurement Period, the Purchaser agrees, subject at all times to compliance by the directors of the Purchaser with their fiduciary obligations under Applicable Law, to take such commercially reasonable actions as the Purchaser in good faith believes will assist in the achievement of the Gross Margin targets for the First Measurement Period and the Second Measurement Period referenced in the definitions of "First Gross Margin Payment" and "Second Gross Margin Payment", respectively.

2.11.9 If, following the Closing but prior to the completion of the Second Measurement Period, there occurs a sale of a majority of the issued and outstanding shares of the Purchaser or the

Company or a sale of all or substantially all of the assets of the Purchaser or the Company, in each case by a Person acting at arm's-length to the Purchaser and the Company, the Purchaser will ensure as a condition to the completion of any such transaction that the acquirer covenants to assume the obligations of the Purchaser under this Agreement in relation to the calculation and payment of the First Gross Margin Payment and the Second Gross Margin Payment.

2.12 Closing.

Subject to the terms and conditions of this Agreement, the Closing shall take place via electronic exchange of documents and signatures on the date that is three (3) Business Days following the satisfaction or waiver of all of the conditions precedent to the obligations of the parties set forth in Article 7 (other than those conditions that by the nature thereof are to be satisfied by the delivery of documents or the payment of money at the Closing, but subject to the satisfaction or waiver of those conditions). The date on which the Closing occurs shall be referred to as the "Closing Date". All documents delivered and actions taken at the Closing shall be deemed to have been delivered or taken simultaneously.

2.13 Closing Deliveries of the Vendors.

At the Closing (or, in the case of the items referenced in Section 2.13.4 and Section 2.13.15, three days prior to the Closing Date or such other date as may be requested by the Purchaser), the Vendors shall deliver or cause to be delivered to the Purchaser all of the following:

2.13.1 copies of all executed documents relating to the Conversion and a copy of the charter of the Company in effect as of the completion of the Conversion;

2.13.2 original stock powers with respect to the Vendor Securities, duly executed by each Vendor;

2.13.3 a certificate of status, good standing or like document for the Company issued as of a recent date by the applicable Governmental Authority evidencing the good standing of the Company;

2.13.4 a certificate of the Representative setting out the Representative's good faith estimate of the Estimated Closing Consideration (including an estimate of the Closing Cash Estimate, the Estimated Closing Net Working Capital and the Closing Indebtedness Estimate included in the calculation of the Estimated Closing Consideration) based upon the most recent ascertainable financial information of the Company (including the Invoices) and, based thereon: (i) each Vendor's Individual Cash Consideration; and (ii) each Vendor's Roll-Over Value, prior to the Closing Date;

2.13.5 a certificate of the Chief Executive Officer (or other Person acceptable to the Purchaser) of the Company, dated the Closing Date, in customary form, as to the resolutions adopted by the board of directors of the Company authorizing and approving the transfer of all of the Vendor Securities to the Purchaser, which resolutions shall have been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Closing Date;

2.13.6 a certificate of the Chief Executive Officer (or other Person acceptable to the Purchaser) of each corporate Vendor, dated the Closing Date, in customary form, as to the resolutions adopted by the board of directors of such Vendor authorizing and approving the execution and delivery of this Agreement and the Ancillary Agreements to which such Vendor is a party and the completion

of the Contemplated Transactions, which resolutions shall have been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Closing Date;

2.13.7 a certificate of the managing partners of the Company, dated the Closing Date, in customary form, confirming that there have been no amendments to the Company's Organizational Documents since the date of this Agreement, other than as required in connection with the completion of the Conversion;

2.13.8 a resignation, duly executed by each director and each officer of the Company;

2.13.9 the Share Deferral Agreements, duly executed by the Vendors;

2.13.10 the Board Side Letter, duly executed by the applicable Vendors;

2.13.11 the minute books, stock certificate books, ledgers and registers, corporate seal and other corporate records of the Company (including all pre-Conversion books and records);

2.13.12 the certificate of the Vendors required to be delivered pursuant to Section 7.3.4;

2.13.13 the consents, waivers and approvals identified in Sections 3.3.2 and 4.2.2 of the Disclosure Schedule;

2.13.14 evidence satisfactory to the Purchaser that all of the outstanding securities of Spark Red South Africa Proprietary Limited have been transferred to the Company; and

2.13.15 the invoices, payoff letters and other written confirmations specified in Section 2.13.15 of the Disclosure Schedule, issued by the holders or payees, as applicable, of Indebtedness, in each case in the form attached to such section of the Disclosure Schedule (collectively, the "Invoices").

2.14 Closing Deliveries of the Purchaser.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors all of the following:

2.14.1 a certificate of status, good standing or like document for the Purchaser issued as of a recent date by the applicable Governmental Authority evidencing the good standing of the Purchaser;

2.14.2 a certificate of the Chief Executive Officer (or other Person acceptable to the Representative) of the Purchaser, dated the Closing Date, in customary form, as to the resolutions adopted by the board of directors and shareholders, as applicable, of the Purchaser authorizing and approving the Contemplated Transactions, which resolutions shall have been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Closing Date;

2.14.3 the cash portion of the Estimated Closing Consideration;

2.14.4 the Share Deferral Agreements, duly executed by the Purchaser;

2.14.5 the Board Side Letter, duly executed by the Purchaser and the other shareholders of the Purchaser that are parties thereto;

- 2.14.6 the certificate of the Purchaser required to be delivered pursuant to Section 7.2.4;
- 2.14.7 the Purchaser Disclosure Letter; and
- 2.14.8 any consents, waivers or approvals obtained by the Purchaser with respect to the completion of the Contemplated Transactions.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF
THE VENDORS REGARDING THE COMPANY**

As an inducement to the Purchaser to enter into this Agreement and to complete the Contemplated Transactions, the Vendors jointly and severally represent and warrant to the Purchaser, in each case except as set forth in the Disclosure Schedule, as follows (it being understood that for purposes of the representations and warranties contained in this Agreement the use of the defined term "Company" shall, as applicable, include any predecessor of the Company including, for greater certainty, the Company as it existed as a limited liability company):

3.1 Organization.

The Company: (i) is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) has the requisite corporate power and authority to own or lease and to operate and use its assets and properties and to carry on the Business as currently conducted; and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction set forth in Section 3.1 of the Disclosure Schedule, which are the only jurisdictions where such qualification or licensing is necessary under Applicable Law, except where the failure to be so qualified or licensed and in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2 Organizational Documents and Corporate Records.

Except as set forth in Section 3.2 of the Disclosure Schedule, the Company has previously delivered or made available to the Purchaser true and complete copies of the Company's Organizational Documents. The Company is not in default under or violation of any provision of its Organizational Documents. The Company has previously delivered or made available to the Purchaser true and complete copies of the minute books of the Company, which include all actions taken by written consent by, the partners, members and other governing bodies of the Company since the date of incorporation or formation of the Company.

3.3 No Conflicts; Required Consents.

3.3.1 The execution and delivery by each Vendor of this Agreement and each Ancillary Agreement to which such Vendor is a party do not, and the completion by each Vendor of the Contemplated Transactions will not: (i) conflict with or violate any provision of the Organizational Documents; (ii) conflict with or violate any Applicable Law binding upon or applicable to the Company or any of its assets or properties; or (iii) assuming that all consents, approvals, authorizations, filings, notifications and other actions referred to in Section 3.3.2 of the Disclosure Schedule are obtained, given or taken, conflict with, violate, result in a breach of the terms, conditions or provisions of, constitute a default or an event that, with notice or lapse of time or both, would become a default under, give to others any rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Lien upon the

Vendor Securities or any assets or properties of the Company under, any Contract or License to which the Company is a party or by which the Company or any of its assets or properties is bound, other than, in the case of clause (iii) above, any such items that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.3.2 Except as set forth in Section 3.3.2 of the Disclosure Schedule, no consent, approval or authorization of, or registration, declaration or filing with, or notification to, any Governmental Authority or any other third party is required to be obtained, made or given by the Company as a result of the execution, delivery and performance of this Agreement or any Ancillary Agreement or the completion of the Contemplated Transactions, other than any items the failure of which to obtain, make or give would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.4 Capitalization.

3.4.1 The capital of the Company consists of 1,000,000 limited liability company interests, all of which are denoted as "Shares" under the Company's operating agreement and all of which are issued and outstanding as of the date of this Agreement. Upon completion of the Conversion, the authorized capital of the Company will consist only of 1,000,000 shares of common stock, of which 1,000,000 shares will be issued and outstanding as of Closing. Section 3.4.1 of the Disclosure Schedule sets forth a true and complete list of each member and other securityholder of the Company and the number of outstanding units or other securities of or interests in the Company owned by each such member or securityholder, in each case as of the date of this Agreement and as of the date of Closing.

3.4.2 The Vendor Securities have been, and in the case of the shares of common stock of the Company following completion of the Conversion will have been, duly authorized, validly issued, fully paid and non-assessable, not issued in violation of any Applicable Law, and are not, and will not be, subject to, or issued in violation of, any preemptive rights, rights of first refusal or rights of first offer except as set forth in the Company's Organizational Documents or the Buy-Sell Agreement.

3.4.3 Except as set forth in this Section 3.4 and Section 3.4.1 of the Disclosure Schedule, there are not as of the date of this Agreement outstanding, and will not as of Closing be outstanding, any: (i) voting securities of the Company; (ii) securities of the Company convertible into or exercisable or exchangeable for voting securities of the Company; (iii) subscriptions, options or other rights to acquire from the Company, or other obligation of the Company to issue or deliver, any voting securities, or securities convertible into or exercisable or exchangeable for voting securities, of the Company; (iv) bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) on any matters with the members of the Company; or (v) stock appreciation, "phantom" stock or other equity equivalent rights with respect to the Company (the items in clauses (i) through (v) are collectively, the "Company Securities").

3.4.4 Except as set forth in Section 3.4.4 of the Disclosure Schedule or pursuant to the Investor Agreements: (i) there are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any Company Securities; (ii) there are no agreements to register any Company Securities or sales or re-sales thereof under any applicable securities laws; and (iii) there are no shareholder agreements, member agreements, voting trusts or other similar agreements or understandings to which the Company or any Vendor is a party or otherwise bound in respect of any Company Securities.

3.5 No Subsidiaries and Investments.

Except as set forth in Section 3.5 of the Disclosure Schedule, the Company does not directly or indirectly own, of record or beneficially, any securities or other equity interests in, or have any investment in or control, any Person.

3.6 Financial Statements.

3.6.1 The Company has previously delivered or made available to the Purchaser, and attached to Section 3.6.1 of the Disclosure Schedule are, true and complete copies of the Financial Statements. The Financial Statements: (i) have been prepared from, and are in accordance with, the books of account and other financial records of the Company, which reflect only actual transactions and have been maintained in accordance with customary business practices and the requirements of Applicable Law; (ii) have been prepared in accordance with GAAP consistently applied during the periods involved (except as may be indicated therein and subject, in the case of interim financial statements, to the absence of footnotes and to normal year-end adjustments that are not material in amount or effect); and (iii) present fairly and accurately, in all material respects, the financial condition and results of operations of the Company as of the dates thereof or for the periods covered thereby.

3.6.2 All accounts, notes and other receivables reflected on the Financial Statements have arisen from bona fide transactions in the Ordinary Course of Business, and to the Knowledge of the Vendors, are or will be valid, genuine and fully collectible in the Ordinary Course of Business without resort to litigation or extraordinary collection activity, less any reserves for doubtful accounts reflected on the Financial Statements.

3.7 No Undisclosed Liabilities; Indebtedness and Liens.

3.7.1 The Company does not have any Liabilities, other than Liabilities: (i) accrued or reserved against on the Financial Statements; or (ii) of a type or nature not required under GAAP to be reflected in the Financial Statements and that were incurred in the Ordinary Course of Business; or (iii) that have been incurred since September 30, 2017 in the Ordinary Course of Business and not in violation of this Agreement, and that are not, individually or in the aggregate, material to the Business.

3.7.2 Except as set forth in Section 3.7.2 of the Disclosure Schedule: (i) the Company does not have any Indebtedness; (ii) the Company has not guaranteed any Indebtedness of any Person; (iii) there are no Liens on the Vendor Securities; (iv) there are no Liens other than Permitted Liens on the assets and properties of the Company; and (v) no customer or client of the Business is entitled to any service level agreement credits or similar credits or reimbursements for fees paid, or to be paid, by such customer or client to the Company in connection with any Contract between such customer or client and the Company.

3.8 Absence of Certain Changes.

Except as set forth in Section 3.8 of the Disclosure Schedule, since September 30, 2017, the Company has conducted the Business only in the Ordinary Course of Business, and there has not been:

3.8.1 any change, condition, event or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; or

3.8.2 any material damage, destruction or other casualty loss (whether or not covered by insurance) affecting the Business or the assets or properties of the Company.

3.9 Material Contracts.

3.9.1 Except as set forth in Section 3.9.1 of the Disclosure Schedule, the Company is not a party to or otherwise bound by any of the following Contracts (collectively, the "Material Contracts"):

3.9.1.1 any lease or sublease of real property;

3.9.1.2 any lease of material personal property;

3.9.1.3 any Contract providing for annual payments by or to the Company of [Redacted.] or more;

3.9.1.4 any Contract that is not terminable on not more than sixty (60) days' notice and without the payment of any penalty by, or any other material consequence to, the Company;

3.9.1.5 any Contract involving any partnership, joint venture, strategic alliance or other similar arrangement;

3.9.1.6 any Contract involving the acquisition or disposition of assets (including Contracts) or properties (whether by merger, sale of equity, sale of assets or otherwise), including any Contract under which the Company is, or may become, obligated to pay any amount in respect of an "earn-out" or other form of deferred purchase price payment in excess of [Redacted - commercially sensitive information.]

3.9.1.7 any Contract evidencing or guaranteeing Indebtedness (including all loan agreements, bonds, debentures, notes, mortgages, indentures or guarantees) in excess of [Redacted.] or evidencing or granting a Lien other than a Permitted Lien on the Vendor Securities or any assets or properties of the Company;

3.9.1.8 any Contract relating to the employment or engagement of any Business Employee or any Independent Contractor, including any deferred compensation agreements, severance agreement, non-solicitation or non-competition agreements and any change of control agreements;

3.9.1.9 any license, sublicense or royalty agreement relating to any Intellectual Property, other than standard license agreements relating to any "shrink wrap", "click wrap" or "off the shelf" software not specially developed by or for the Company;

3.9.1.10 any Contract that limits or purports to limit the ability of the Company (or would limit the ability of the Company or the Purchaser after Closing) to compete in any line of business or with any Person or to operate in any geographic area or during any period of time; or

3.9.1.11 any other Contract that is material to the Business or the absence of which would have a Material Adverse Effect.

3.9.2 Each Material Contract: (i) is a legal, valid and binding obligation of the Company and, to the Knowledge of the Vendors, the other parties thereto; (ii) is in full force and effect in accordance with its terms; and (iii) upon completion of the Contemplated Transactions will continue in full force and effect without penalty or other adverse consequence, subject to obtaining the consents and approvals referred to in Section 3.3.2 of the Disclosure Schedule. Neither the Company nor, to the Knowledge of the Vendors, any other party to a Material Contract has received any written notice of, or is in, any breach of or default under any Material Contract. All Material Contracts concerning the Company's supply or sale of products or services to those customers or clients to whom the Company has, on or before the date of this Agreement, ceased supplying or selling products or services were terminated in accordance with the terms of the Material Contracts and Applicable Law governing such customers or clients. The Company has previously delivered or made available to the Purchaser a true and complete copy of each Material Contract, including in each case all amendments or supplements thereto.

3.10 Legal Proceedings.

Except as set forth in Section 3.10 of the Disclosure Schedule, there is no Action pending or, to the Knowledge of the Vendors, threatened against the Company or any Vendor that: (i) individually or in the aggregate, if determined or resolved adversely to the Company or such Vendor, would reasonably be expected to have a Material Adverse Effect; or (ii) in any manner challenges the validity of this Agreement or seeks to prevent, enjoin, alter or materially delay the completion of the Contemplated Transactions. All matters relating to the dispute relating to American Apparel have been fully settled and the Company has no liabilities of any kind relating to such dispute.

3.11 Compliance with Laws.

3.11.1 Except as set forth in Section 3.11 of the Disclosure Schedule, the Company is conducting the Business in compliance with all Applicable Laws, except for any non-compliance that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of the Company or the Vendors has within the past twenty-four (24) months received any notice of any material violation of and, to the Knowledge of the Vendors, the Company is not under investigation or review by any Governmental Authority with respect to or has been threatened to be charged with any material violation of any Applicable Law.

3.11.2 The operations of the Company have been conducted in compliance with financial record-keeping and reporting requirements of Applicable Laws relating to money laundering.

3.12 Licenses.

The Company holds or possesses, and is in compliance with, all Licenses required for the lawful conduct of the Business as currently conducted (the "Required Licenses"), except for any failure to hold or possess any License or any non-compliance that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Section 3.12 of the Disclosure Schedule sets forth a true and complete list of each Required License, together with the name of the Governmental Authority issuing such Required License. Except as set forth in Section 3.12 of the Disclosure Schedule: (a) each Required License is valid and in full force and effect; (b) the Company has not within the past twenty-four (24) months received any written notice of, nor to the Knowledge of the Vendors is the Company in, any material violation of or default under, any Required License; (c) no Required License will terminate solely as a result of the Contemplated Transactions; and (d) no Actions are pending or, to the Knowledge of the Vendors, threatened that would result in the revocation, cancellation, suspension or adverse modification of any Required License.

3.13 Title to and Sufficiency of Assets.

Except as set forth in Section 3.13 of the Disclosure Schedule, the Company has, and at the Closing will have, good, valid and marketable title to, or in the case of leased assets and properties a valid leasehold interest in, all of the assets and properties owned or leased by the Company, in each case free and clear of any and all Liens (other than Permitted Liens). There is no Contract granting any Person any option to purchase the assets or properties of the Company or any portion thereof other than in the Company's Ordinary Course of Business. The assets and properties of the Company constitute all of the assets and properties required to conduct the Business as currently conducted; *provided*, however, that the foregoing is not a representation or warranty with respect to infringement of the Intellectual Property Rights of any Person.

3.14 Real Property.

The Company does not own any real property and does not have any options or rights of first refusal to purchase any real property. Except for the Leased Premises, the Company does not lease any real property. The Company has a valid and existing leasehold interest in, and the right to quiet enjoyment of, the Leased Premises and no lessor of a Leased Premise will be entitled to terminate a lease in respect of the Leased Premises solely as a result of the completion of the Contemplated Transactions, other than as provided in Section 3.14 of the Disclosure Schedule. There are no Contracts granting to any third party the right of use or occupancy of any portion of the Leased Premises. To the Knowledge of the Vendors, there are no material latent defects or material adverse physical conditions affecting the Leased Premises, and all building systems and improvements to, or which constitute a portion of, the Leased Premises are in good condition and repair, ordinary wear and tear excepted. To the Knowledge of the Vendors, neither the whole nor any part of the Leased Premises is subject to any pending or threatened suit for condemnation or other taking by any Governmental Authority.

3.15 Personal Property.

All material tangible personal property used or held for use in the operation or conduct of the Business as currently conducted has been reasonably maintained in accordance with good business practice, is in good operating condition (with the exception of normal wear and tear) and is substantially suitable for its present uses.

3.16 Intellectual Property.

3.16.1 Section 3.16.1 of the Disclosure Schedule contains a list of all registrations and applications for registration of the Company Intellectual Property (other than Company Intellectual Property exclusively licensed to the Company) (the "Registered Intellectual Property"). No Person other than the Company has any ownership interest in any Registered Intellectual Property.

3.16.2 The Company exclusively owns all right, title and interest in and to the Company Intellectual Property (other than Company Intellectual Property exclusively licensed to the Company), free and clear of all Liens, except Permitted Liens, and, to the Knowledge of the Vendors, the Company has a valid license to use, and otherwise exploit, the material Licensed Intellectual Property used by it; *provided*, however, that the foregoing is not a representation or warranty with respect to infringement of third party Intellectual Property. The Company has delivered or made available to the Purchaser complete and accurate copies of all applications and correspondence with Governmental Authorities related to each item of Registered Intellectual Property. Section 3.16.2 of the Disclosure Schedule accurately identifies and describes each action, filing and payment that must be taken or made on or before the date that is 120 days after the date

of this Agreement in order to maintain each item of Registered Intellectual Property in full force and effect.

3.16.3 All Company Intellectual Property is valid, subsisting, and enforceable. To the Knowledge of the Vendors, there is no basis for a claim that any Company Intellectual Property is invalid or unenforceable.

3.16.4 The Company is not a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign, license, sub-license or convey: (i) any of the Company Intellectual Property, or (ii) any of the Licensed Intellectual Property. Other than in the Ordinary Course of Business or pursuant to a Material Contract set forth in Section 3.9.1 of the Disclosure Schedule, the Company has not granted to any Person any right, license or permission (whether or not currently exercisable) to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the Company Intellectual Property or Licensed Intellectual Property. Other than in the Ordinary Course of Business or pursuant to a Material Contract set forth in Section 3.9.1 of the Disclosure Schedule, the Company has not entered into any Contract that obligates the Company to pay any royalties, fees or other compensation to any Person in respect of its ownership, use or license of any Intellectual Property or Intellectual Property Rights.

3.16.5 To the Knowledge of the Vendors, the operation of the Business does not infringe (directly, contributorily, by inducement, or otherwise) upon, misappropriate, or otherwise violate the Intellectual Property Rights of any Person. No claims have been asserted within the past twenty-four (24) months or, to the Knowledge of the Vendors, are threatened alleging that the conduct of the Business infringes upon, misappropriates, or otherwise violates any Person's Intellectual Property Rights. There are no claims by the Company relating to violations or infringements of any of the Company Intellectual Property.

3.16.6 No current or former employee, officer, director, independent contractor or consultant of the Company has any interest, right or entitlement (whether or not currently exercisable) in or to any material Company Intellectual Property.

3.16.7 The Company has delivered or made available to the Purchaser a complete and accurate copy of its current standard forms of: (i) employee agreement containing any assignment or license of Intellectual Property Rights or any confidentiality provision; (ii) consulting or independent contractor agreement containing any assignment or license of Intellectual Property Rights or any confidentiality provision; (iii) confidentiality or nondisclosure agreement; (iv) consulting services, terms of service, or other customer- or client-facing agreement; and (v) development agreement. Other than the Material Contracts, the Company does not have any Contracts that deviate in any material respect from the corresponding standard form agreement delivered or made available to the Purchaser, including any agreement with an employee, consultant, independent contractor, client or customer in which the employee, consultant, independent contractor, client or customer expressly reserved or retained any Intellectual Property Rights used in connection with the Business.

3.16.8 Neither the execution, delivery, or performance of this Agreement (or any of the agreements executed in connection with the Transactions) nor the completion of the Contemplated Transactions will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or encumbrance on, the Company Intellectual Property; (ii) the release, disclosure, or delivery of the Company Intellectual Property or associated Intellectual Property by or to any escrow agent or other Person; (iii) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the

Company Intellectual Property; (iv) any right of any third party to terminate or alter the Company's or, after the Closing, the Purchaser's rights in and to the Company Intellectual Property; or (v) a breach of any license agreement listed or required to be listed in Section 3.9.1 of the Disclosure Schedule.

3.16.9 The Company is not now, and has never been, a member or promoter of, or a contributor to, any industry standards body, consortium, open source organization or any similar organization that requires or obligates the Company, or could reasonably be expected to require or obligate the Company, to grant or offer to any other Person any license or right to the Company Intellectual Property or covenant not to sue another person based on Company Intellectual Property.

3.17 Software and Technology.

3.17.1 Section 3.17.1 of the Disclosure Schedule contains a list of all Software owned by, held by, licensed to or used by the Company that is made available to or is accessed by customers or clients of the Company as part of any services provided by the Company, identifying whether such Software is: (i) purportedly owned or used by the Company, excluding any Software licensed or otherwise used with the consent of the owner of such Technology (the "Owned Software"); (ii) licensed or otherwise used with the consent of the owner of such Software, excluding any Commercial-Off-The-Shelf Software (the "Licensed Software"); (iii) customized for any other Person, the object code and source code of which are licensed for use by or to the Company; or (iv) Commercial-Off-The-Shelf Software. True, correct and complete copies of all Contracts pursuant to which any Licensed Software is licensed, assigned, sold, conveyed, or otherwise provided to the Company have been delivered or made available to the Purchaser. To the Knowledge of the Vendors, the Technology used by the Company in the conduct of the Business is not subject to any exclusive license, exclusive right to use, approval right, or other material restriction that would prohibit or materially interfere with the Business as it is currently conducted by the Company. The Software owned and used by the Company in the conduct of the Business has been scanned for (using reasonable and industry standard scanning technologies) and to the Knowledge of the Vendors, does not contain any undisclosed program routine, device or other feature, including viruses, worms, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with or otherwise harm such Software or the hardware on which it is operated, and any virus or other intentionally created, undocumented contaminant that may, or may be used to, access, modify, delete, damage or disable any hardware, system or data.

3.17.2 To the Knowledge of the Vendors, all Technology created by or on behalf of, or licensed to, the Company and distributed or used in connection with the Business operates in all material respects in a manner sufficient for the Business as currently conducted and without material recurring errors or defects, and complies in all material respects with each warranty or other contractual commitment to the customers or clients of the Company relating to the use, functionality, or performance of such Technology.

3.17.3 Except as set forth in Section 3.17.3 of the Disclosure Schedule, none of the material Software that is made available to or is accessed by customers or clients of the Company as part of any services provided by the Company contains any Open Source Software. Section 3.17.3 of the Disclosure Schedule contains a true, complete, and accurate list of: (i) each item of Open Source Software that is made available to or is accessed by customers or clients of the Company as part of any services provided by the Company; (ii) the corresponding license pursuant to which the Company received such Open Source Software; and (iii) the URL or other source from which the Company obtained such Open Source Software. The Company has materially complied with the

obligations set forth in the license agreements under which they have received any Open Source Software that is made available to or is accessed by customers or clients of the Company.

3.17.4 The Company is not making the Technology available to any third party except in the Ordinary Course of Business.

3.17.5 All current or former employees, officers, directors, independent contractors and consultants of the Company who have been involved in the development, creation, conception or modification of Technology owned by the Company ("Owned Technology") or who have had access to Trade Secrets, confidential information and other proprietary know-how relating to the Owned Technology are under a legal obligation of confidentiality to the Company with respect to such information, have expressly waived any moral rights in the Owned Technology, have assigned all of their rights to the Owned Technology to the Company, and have executed written agreements with the Company to that effect. To the Knowledge of the Vendors, none of the current or former employees, officers, directors, independent contractors or consultants of the Company are subject to any obligation to any other Person, whether contractual or otherwise, including obligations relating to confidentiality, non-competition or possession of proprietary information, or are subject to any action, suit, proceeding, arbitration, claim or demand relating to the Owned Technology or otherwise, that would interfere with the Businesses as it is presently conducted.

3.17.6 No Source Code has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, a Business Employee or Independent Contractor under reasonable obligations of confidentiality. The Company has no duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available any Source Code to any escrow agent or other Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of any Source Code to any other Person.

3.18 Privacy and Confidentiality.

3.18.1 The Company has implemented and maintained all measures required under Applicable Law to protect any Personal Information the Company has received under an obligation of confidentiality, including any required administrative, technical and physical measures designed to safeguard the security, confidentiality and integrity of such Personal Information, and which are designed to protect against unauthorized access to such Personal Information. To the Knowledge of the Vendors, such measures are and have been compliant with Applicable Law and consistent with: (i) sound industry practices; (ii) any applicable Licenses; and (iii) any applicable obligations of the Company under any Contract.

3.18.2 The Company has a written privacy policy which governs its collection, use and disclosure of Personal Information and, to the Knowledge of the Vendors, the Company is in compliance with such privacy policy and all Applicable Law and Contracts applicable to the collection, use or disclosure of Personal Information.

3.18.3 The sharing of Personal Information with the Purchaser in connection with the Contemplated Transactions materially complies with all Applicable Law and with the privacy policies referenced in Section 3.18.2.

3.18.4 In the past twenty-four (24) months, the Company has not received any action, suit, proceeding, arbitration, claim, demand, notices or complaints regarding its collection, use or disclosure of Personal Information in connection with the conduct of the Business.

3.18.5 The Company has implemented and maintained commercially reasonable measures consistent with sound business practices and accepted measures in the industry in which the Business operates to protect the confidentiality of any trade secrets in the Company Intellectual Property and any other information the Company has received under an obligation of confidentiality, including administrative, technical and physical measures designed to safeguard the security, confidentiality and integrity of such Technology and information, and which are designed to protect against unauthorized access to such Technology and information. Such measures are materially compliant with all Applicable Law and materially consistent with: (i) any applicable Licenses; and (ii) any applicable obligations of the Company under any Contract.

3.19 Tax Matters.

3.19.1 The Company and any Tax Affiliate has: (i) timely filed (or has had timely filed on its behalf) each Tax Return required to be filed, each of which in all material respects was correctly completed and accurately reflected any liability for Taxes of the Company and any Tax Affiliate covered by such Tax Return; (ii) timely and properly paid (or had paid on its behalf) all Taxes due and payable for all Tax periods or portions thereof whether or not shown on such Tax Returns; (iii) established in the Company's books of account, in accordance with GAAP and consistent with past practices, adequate reserves for the payment of any Taxes not then due and payable; and (iv) complied with all Applicable Laws relating to the withholding of Taxes and the payment thereof. The Company will not incur any liability for Taxes for the period commencing on January 1, 2017 and ending on the Closing Date other than directly arising in the Ordinary Course of Business.

3.19.2 There are no Liens for Taxes upon any assets of the Company or any Tax Affiliate, except Liens for Taxes not yet due and payable.

3.19.3 Neither the Company nor any Tax Affiliate has requested any extension of time within which to file any Tax Return, which Tax Return has not since been filed. Except as disclosed in Section 3.19.3 of the Disclosure Schedule, there is no Tax Contest pending or, to the Knowledge of the Vendors, threatened against the Company.

3.19.4 No deficiency for any Taxes has been proposed, asserted or assessed against the Company or any Tax Affiliate that has not been resolved and paid in full. No waiver, extension or comparable consent given by the Company or any Tax Affiliate regarding the application of the statute of limitations with respect to any Taxes or any Tax Return is outstanding, nor is any request for any such waiver or consent pending. There has been no Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or any Tax Return for any Tax year subsequent to the year ended December 31, 2016, nor is any such Tax audit or other proceeding pending, nor has there been any written notice received by the Company or any Tax Affiliate by any Governmental Authority regarding any such Tax, audit or other proceeding, or, to the Knowledge of the Vendors based on personal contact with any agent of a taxing authority, is any such Tax audit or other proceeding threatened with regard to any Taxes or Tax Returns. Neither the Company nor any Tax Affiliate has entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision under any other Applicable Law.

3.19.5 Section 3.19.5 of the Disclosure Schedule lists all federal, state, provincial, local and foreign income Tax Returns filed with respect to the Company or any Tax Affiliate for taxable periods ended on or after December 31, 2015, indicates those Tax Returns that have been audited and indicates those Tax Returns that currently are the subject of audit.

3.19.6 Neither the Company nor any Tax Affiliate has any liability for Taxes in a jurisdiction where it does not file a Tax Return, nor has the Company or any Tax Affiliate received written notice from a taxing authority in such a jurisdiction that it is or may be subject to taxation by that jurisdiction.

3.19.7 Neither the Company nor any Tax Affiliate is a party to any Contract that would result, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of Section 280G of the Code in connection with the Contemplated Transactions.

3.19.8 No property of the Company or any Tax Affiliate is: (i) property that the Company or Tax Affiliate is or will be required to treat as being owned by another Person under the provisions of Section 168(f)(8) of the Code (as in effect prior to amendment by the *Tax Reform Act of 1986*); (ii) "tax-exempt use property" within the meaning of Section 168(h) of the Code; or (iii) "tax-exempt bond financed property" within the meaning of Section 168(g)(5) of the Code.

3.19.9 Neither the Company nor any Tax Affiliate is required to include in income any adjustment under either Section 481(a) or Section 482 of the Code (or an analogous provision of Applicable Law) by reason of a voluntary change in accounting method or otherwise, and the IRS has not proposed any such adjustment or change in accounting method in a writing received by the Company or any Tax Affiliate.

3.19.10 All transactions that could give rise to an underpayment of tax (within the meaning of Section 6662 of the Code) were reported by the Company and each Tax Affiliate in a manner for which there is substantial authority or were adequately disclosed on the Tax Returns as required in accordance with Section 6662(d)(2)(B) of the Code.

3.19.11 Neither the Company nor any Tax Affiliate is a party to any Tax allocation or sharing agreement.

3.19.12 No Company: (i) has been a member of an affiliated group filing a consolidated Tax Return (other than a group the common parent of which was the Company) or (ii) has any liability for the Taxes of any Person (other than the Company) under Treasury Regulations Section 1.1502-6 (or any similar provision of Applicable Law), as a transferee or successor, by Contract, or otherwise.

3.19.13 Neither the Company nor any Subsidiary constitutes either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of shares qualifying for tax-free treatment under Section 355 of the Code (i) that took place during the two-year period ending on the date of this Agreement or (ii) that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the purchase of the Vendor Securities.

3.19.14 Neither the Company nor any Tax Affiliate has engaged in any transaction that is subject to disclosure under present or former Treasury Regulations Sections 1.6011-4 or 1.6011-4T, as applicable.

3.19.15 There is no Contract, plan or arrangement, including this Agreement, by which any current or former employee of the Company would be entitled to receive any payment from the Company as a result of the transactions contemplated by this Agreement that would not be deductible pursuant to Section 404 or 162(m) of the Code.

3.19.16 Neither the Company nor any Tax Affiliate has been a member of any partnership or joint venture or the holder of a beneficial interest in any trust for any period for which the statute of limitations for any Taxes potentially applicable as a result of such membership or holding has not expired.

3.19.17 Neither the Company nor any Tax Affiliate, to the extent they are "controlled foreign corporations" within the meaning of Section 957 of the Code, has had "subpart F income" within the meaning of Section 952 of the Code since the date of formation of the Company or such Tax Affiliate

3.19.18 Neither the Company nor any Tax Affiliate has an "overall foreign loss" within the meaning of Section 904 of the Code or a "dual consolidated loss" within the meaning of Treasury Regulations Section 1.1503-2.

3.19.19 Neither the Company nor any Tax Affiliate is a "passive foreign investment corporation" as defined in Section 1297 of the Code or a "foreign personal holding company" as defined in Section 552 of the Code.

3.19.20 The Company has been a validly electing S corporation within the meaning of Sections 1361 and 1362 of the Code at all times since January 1, 2016 and will continue to be an S corporation up to and including the Closing Date. The Company was treated as a partnership for United States federal income tax purposes from inception up to and including December 31, 2015.

3.19.21 The Company has previously delivered or made available to the Purchaser true and complete copies of all Tax Returns of the Company, examination reports, and statements of deficiencies assessed against or agreed to by the Company since December 31, 2015.

3.20 Environmental Matters.

3.20.1 To the Knowledge of the Vendors, the Company and its operations are in compliance with all applicable Environmental Laws.

3.20.2 There is no Remedial Action pending or, to the Knowledge of the Vendors, threatened against the Company.

3.20.3 To the Knowledge of the Vendors, there has not been any release of any Hazardous Materials in, on or under the Leased Premises.

3.21 Business Employees and Independent Contractors.

Section 3.21 of the Disclosure Schedule sets forth a true and complete list of the following information with respect to each Business Employee and Independent Contractor: name (or employee or contractor number), title or position held, date of hire, total length of employment or engagement including any prior employment or engagement that would affect calculation of years of service for any purpose, current annual compensation (including base salary, commissions and deferred compensation), the amount of accrued bonus as of the date of this Agreement, vacation and other paid-time-off entitlements as of the date of this Agreement and whether the Business Employee or Independent Contractor is on an approved leave or statutory leave of absence, and if so, the reason for such absence and the expected date of return.

3.22 Employment Matters.

3.22.1 Except as set forth in Section 3.22 of the Disclosure Schedule: (i) the Company is in compliance in all material respects with all Applicable Laws regarding employment and employment practices, terms and conditions of employment, termination of employment, immigration, occupational health and safety, workers' compensation, human rights, pay equity and wages and hours, including overtime; (ii) the Company is not a party to or otherwise bound by any collective bargaining agreement or other agreement with a labor union or labor organization; (iii) to the Knowledge of the Vendors, there is no organizational campaign or other effort to cause a union or labor organization to be recognized or certified as a representative on behalf of the Business Employees or any Independent Contractor in dealing with the Company; (iv) there is no pending or, to the Knowledge of the Vendors, threatened labor strike or work stoppage involving the Business Employees or any Independent Contractor; (v) there is no pending or, to the Knowledge of the Vendors, threatened Action against the Company involving any current or former Business Employee or Independent Contractor, including in relation to: (A) any state, provincial, federal, local or foreign fair employment practices agency relating to any claim or charge of discrimination or harassment in employment; (B) any state, provincial, federal, local or foreign agency relating to any claim or charge concerning hours of work, wages or employment practices; (C) any state, provincial, federal, local or foreign agency relating to any claim or charge concerning workplace safety or health; or (D) any state, provincial, federal, local or foreign agency relating to any unfair labor practice or any question concerning representation; (vi) the Company has not retained or engaged as an independent contractor any Person that should be properly characterized as an employee in accordance with Applicable Laws; (vii) the Company has complied in all material respects with the terms and conditions of all employment Contracts to which it is a party; and (viii) to the Knowledge of the Vendors, no Business Employee or Independent Contractor is performing any job duties or engaging in other activities on behalf of the Company that would violate any employment, non-competition, non-solicitation or nondisclosure agreement between such individual and any former employer. All salaries, wages, commissions, bonuses, vacation pay, withholdings, remittances and other Liabilities related to the employment or engagement of the Business Employees or Independent Contractors that are due to be paid on or before the Closing Date in accordance with the Company's payment practices will be fully paid as of the Closing Date.

3.22.2 Section 3.22 of the Disclosure Schedule lists each Business Employee or Independent Contractor who, as of the date of this Agreement, holds a temporary work authorization, visa or permit in relation to activities carried out on behalf of the Company (the "Work Permits"), and shows for each such Business Employee or Independent Contractor the type of Work Permit and the length of time remaining on such Work Permit. With respect to each Work Permit, to the Knowledge of the Vendors, all of the information that the Company provided to any applicable Governmental Authority in the application for such Work Permit was true and complete. The Company received the appropriate notice of approval from the applicable Governmental Authority with respect to each such Work Permit. The Company has not received any notice from any Governmental Authority that any Work Permit has been revoked. There is no action pending or, to the Knowledge of the Vendors, threatened to revoke or adversely modify the terms of any Work Permit. No Business Employee or Independent Contractor is: (i) a non-immigrant employee whose status would terminate or otherwise be affected by the transactions contemplated by this Agreement; or (ii) an alien who is authorized to work in any jurisdiction in non-immigrant status.

3.22.3 To the Knowledge of the Vendors, no Business Employee or Independent Contractor is subject to any secrecy or noncompetition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such Business Employee or Independent

Contractor to carry out fully all activities of such Business Employee or Independent Contractor in furtherance of the Business.

3.22.4 The Company has not made any loans (except advances for business travel, lodging or other expenses in the Ordinary Course of Business) to any Business Employee or Independent Contractor that remain outstanding as of the date of this Agreement.

3.22.5 No employee of the Company is covered by any collective bargaining agreement, and no collective bargaining agreement is being negotiated.

3.22.6 There has been no lay-off of employees or Independent Contractors or work reduction program undertaken by or on behalf of the Company in the past two years, and no such program has been adopted by the Company or publicly announced.

3.23 Employee Benefit Matters.

3.23.1 Section 3.23.1 of the Disclosure Schedule sets forth all Employee Benefit Plans by name and provides a brief description identifying: (i) the type of Employee Benefit Plan; (ii) the funding arrangements for the Employee Benefit Plan; and (iii) the sponsorship of the Employee Benefit Plan.

3.23.2 With respect to any Employee Benefit Plan for which the Company is the plan sponsor, and except as would not have a Material Adverse Effect, to the Knowledge of the Vendors: (i) to the extent required either as a matter of Applicable Law or to obtain the intended Tax treatment and Tax benefits, all such Employee Benefit Plans comply in all respects with the requirements of ERISA and the Code; (ii) all Employee Benefit Plans have been administered in accordance with the documents and instruments governing the Employee Benefit Plans; (iii) all reports and filings with Governmental Authorities (including the Department of Labor, the IRS, Pension Benefit Guaranty Corporation and the SEC) required in connection with such Employee Benefit Plan have been timely made; (iv) all disclosures and notices required by Applicable Law or such Employee Benefit Plan provisions to be given to participants and beneficiaries in connection with each such Employee Benefit Plan have been properly and timely made; and (v) the Company has made a good faith effort to comply with the reporting and taxation requirements for FICA taxes with respect to any deferred compensation arrangements under Section 3121(v) of the Code.

3.23.3 All contributions, premium payments and other payments required to be made in connection with the Employee Benefit Plans have been made.

3.23.4 The consummation of the Contemplated Transactions will not: (i) cause any Employee Benefit Plan to increase benefits payable to any participant or beneficiary; (ii) entitle any current or former employee, officer or director of or consultant to the Company to severance pay, unemployment compensation or any other payment, benefit or award; or (iii) accelerate or modify the time of payment or vesting, or increase the amount of any benefit, award or compensation due any such current or former employee, officer, director or consultant.

3.23.5 None of the Employee Benefit Plans for which the Company is the plan sponsor provides post-retirement benefits or post-termination of employment benefits.

3.23.6 To the Knowledge of the Vendors, no act or omission has occurred and no condition exists with respect to any Employee Benefit Plan that would subject the Company to any material fine, penalty, tax or other Liability imposed under Applicable Law.

3.23.7 All Liabilities of the Company (whether accrued, absolute, contingent or otherwise) related to all Employee Benefit Plans have been, in all material respects, fully and accurately disclosed in the Financial Statements.

3.24 Insurance.

Section 3.23.7 of the Disclosure Schedule sets forth a true and complete list (including the name of the insurer, the policy number, the type of coverage, the self-retention amount and the policy expiration date) of, and the Company has previously delivered or made available to the Purchaser true and complete copies of, all insurance policies and fidelity bonds covering the assets and properties of the Company. Except as set forth in Section 3.23.7 of the Disclosure Schedule: (a) all such policies and bonds are valid and binding, are in full force and effect, and are sufficient for compliance with all material requirements of Applicable Law; (b) the Company has complied in all material respects with the provisions thereof (including the timely payment of all premiums due thereunder); (c) there has not been and is not currently pending any claim under any of such policies or bonds as to which coverage has been denied or disputed by the underwriters of such policies or bonds; and (d) after the Closing, the Company will continue to have coverage under such policies and bonds with respect to events occurring prior to or on the Closing Date.

3.25 Customers and Clients.

3.25.1 Section 3.25 of the Disclosure Schedule sets forth a true and complete list of the twenty (20) largest customers or clients of the Company by total recognized revenue during: (i) the fiscal year ended December 31, 2016; and (ii) the eleven (11) month period ended November 30, 2017.

3.25.2 The Company has not received any written or verbal notice that any customer or client of the Company which generated more than [Redacted.] in annual (or annualized) revenue of the Company in 2016 or 2017, or any group of affiliated customers or clients of the Company which generated more than [Redacted.] in annual (or annualized) revenue of the Company in 2016: (i) has cancelled or terminated, or intends to cancel or terminate, any Contract between such customer or client and the Company; or (ii) intends to terminate or otherwise materially adversely change its business relationship with the Company, in each case whether as a result of the Contemplated Transactions or otherwise. Section 3.25 of the Disclosure Schedule sets forth a true and complete list of all customers and clients of the Company that have cancelled or terminated, or given written notice to the Company to (or have orally communicated an intention to the Company to) cancel or terminate, any Contract between such customer or client and the Company at any time during the twenty-four (24) month period immediately preceding the Closing Date.

3.26 Affiliate Transactions.

Except as set forth in Section 3.26 of the Disclosure Schedule, the Company does not lease any assets or properties from, does not owe any amounts to, and does not use or hold in the Business any assets or properties of, any Vendor or, to the Knowledge of the Vendors, any member of any such Vendor's family or any other Person affiliated with any Vendor or any member of any such Person's family.

3.27 Bank Accounts; Powers of Attorney; Directors and Officers.

Section 3.27 of the Disclosure Schedule sets forth a true and complete list of: (a) all bank accounts and safe deposit boxes of the Company and all persons authorized to sign or otherwise act with respect thereto as of the date of this Agreement; (b) all persons holding a general or special power of

attorney granted by the Company and a true and complete copy thereof; and (c) all directors and officers of the Company.

3.28 No Broker.

No broker, finder, investment banker or other intermediary is entitled or has claimed to be entitled to any fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of the Company or any of the Vendors, and the Company will not be liable, or alleged to be liable, following Closing for any amounts owing to any such Person in connection with any services purported or alleged to have been provided to the Company or any Vendor prior to Closing.

3.29 Material Facts Disclosed.

To the Knowledge of the Vendors, no statement made by the Company or the Vendors in this Agreement or any document to be delivered pursuant to this Agreement omits to state a material fact necessary to make such statement not misleading.

3.30 No Other Representations or Warranties.

Except for the representations and warranties contained in this Article 3, none of the Vendors, the Company or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Vendors or the Company or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law. Any and all implied warranties are hereby expressly excluded.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

As an inducement to the Purchaser to enter into this Agreement and to complete the Contemplated Transactions, each Vendor (severally and not jointly as to each other Vendor), hereby represents and warrants to the Purchaser, in each case except as set forth in the Disclosure Schedule, as follows:

4.1 Authorization.

Such Vendor, if a corporation, is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation. Such Vendor has the requisite corporate power or legal capacity, as the case may be, and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Vendor is a party, to perform its or his obligations hereunder and thereunder and to complete the Contemplated Transactions. This Agreement has been, and each Ancillary Agreement to be executed and delivered by such Vendor at the Closing will be, duly and validly executed and delivered by such Vendor, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes, and each such Ancillary Agreement when so executed and delivered (assuming due authorization, execution and delivery by the other parties thereto) will constitute, the legal, valid and binding obligation of such Vendor, enforceable against such Vendor in accordance with their respective terms, subject to the Enforceability Limitations.

4.2 No Conflicts; Required Consents.

4.2.1 The execution and delivery by such Vendor of this Agreement and each Ancillary Agreement to which such Vendor is a party do not, and the completion by such Vendor of the Contemplated Transactions will not: (i) conflict with or violate any provision of the Organizational Documents of such Vendor; (ii) conflict with or violate any Applicable Law binding upon or applicable to such Vendor or any of its or his assets or properties; or (iii) assuming that all consents, approvals, filings, notifications and other actions referred to in Sections 3.3.2 and 4.2.2 of the Disclosure Schedule are obtained, given or taken, conflict with, violate, result in a breach of the terms, conditions or provisions of, constitute a default or an event that, with notice or lapse of time or both, would become a default under, give to others any rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Lien upon the Vendor Securities or any assets or properties owned by such Vendor under, any Contract or License to which such Vendor is a party or by which such Vendor or any of its or his assets or properties is bound, other than, in the case of clause (ii) or (iii) above, any such items that have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Vendor's ability to perform its or his obligations hereunder or to timely complete the Contemplated Transactions.

4.2.2 Except as set forth in Sections 3.3.2 and 4.2.2 of the Disclosure Schedule, no consent, approval or authorization of, or registration, declaration or filing with, or notification to, any Governmental Authority or any other third party is required to be obtained, made or given by such Vendor as a result of its or his execution, delivery and performance of this Agreement or the completion of the Contemplated Transactions, other than any items the failure of which to obtain, make or give would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Vendor's ability to perform its or his obligations hereunder or to timely complete the Contemplated Transactions.

4.3 Ownership of the Vendor Securities.

Such Vendor owns, beneficially and of record, and has good and valid title to, the number of Vendor Securities set forth opposite such Vendor's name on Section 3.4.1 of the Disclosure Schedule, free and clear of any and all Liens. There are no limitations or restrictions on such Vendor's right to transfer the Vendor Securities owned by such Vendor to the Purchaser pursuant to this Agreement other than those arising under securities laws, the Company's Organizational Documents or the Buy-Sell Agreement. Subject to the terms of this Agreement, at the Closing such Vendor will transfer and deliver to the Purchaser good and valid title to such Vendor Securities, free and clear of any and all Liens.

4.4 Legal Proceedings.

There is no Action pending or, to the knowledge of such Vendor, threatened against or affecting such Vendor that, if determined or resolved adversely to such Vendor, would have a material adverse effect on such Vendor's ability to perform its or his obligations hereunder or to timely complete the Contemplated Transactions.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to the Vendors to enter into this Agreement and to complete the Contemplated Transactions, the Purchaser hereby represents and warrants to the Vendors as follows (it being understood that for the purposes of this Article 5 all references to the Purchaser and its business, assets, liabilities and

operations shall be deemed to exclude the business, assets, liabilities and operations of ThinkWrap Solutions Inc.):

5.1 Organization.

The Purchaser: (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) has the requisite corporate power and authority to own or lease and to operate and use its assets and properties and to carry on its business as currently conducted; and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction where such qualification or licensing is necessary under Applicable Law, except where the failure to be so qualified or licensed and in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business or operations of the Purchaser.

5.2 Organizational Documents and Corporate Records.

The Purchaser has previously delivered or made available to the Vendors true and complete copies of the Purchaser's Organizational Documents. The Purchaser is not in default under or violation of any provision of its Organizational Documents. The Purchaser has previously delivered or made available to the Vendors true and complete copies of the minute books of the Purchaser, which include all material actions taken by written consent by the shareholders, board of directors and committees of the board of directors of the Purchaser.

5.3 Authorization.

The Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to perform its obligations hereunder and thereunder and to complete the Contemplated Transactions. The execution, delivery and performance by the Purchaser of this Agreement and each Ancillary Agreement to which it is a party and the completion by the Purchaser of the Contemplated Transactions have been duly authorized and approved by all necessary corporate action on the part of Purchaser. This Agreement has been, and each Ancillary Agreement to be executed and delivered by the Purchaser at the Closing will be, duly and validly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Vendors) this Agreement constitutes, and upon their execution and delivery each such Ancillary Agreement (assuming due authorization, execution and delivery by the other parties thereto) will constitute, the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to the Enforceability Limitations.

5.4 No Conflicts; Required Consents.

5.4.1 The execution and delivery by the Purchaser of this Agreement and each Ancillary Agreement to which the Purchaser is a party do not, and the completion by the Purchaser of the Contemplated Transactions will not, (i) conflict with or violate any provision of the Purchaser's organizational documents; or (ii) assuming that all consents, approvals, filings, notifications and other actions set forth in the Purchaser Disclosure Letter are obtained, given or taken, (A) conflict with or violate any Applicable Law binding upon or applicable to the Purchaser or any of its material assets or properties or (B) conflict with, violate, result in a breach of the terms, conditions or provisions of, constitute a default or an event that, with notice or lapse of time or both, would become a default under, or give to others any rights of acceleration, termination or cancellation or a loss of rights under, any material Contract to which the Purchaser is a party or by which the Purchaser or any of its material assets or properties is bound, other than, in the case of clause (A) or

(B) above, any such items that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business or operations of the Purchaser.

5.4.2 No consent, approval or authorization of, or registration, declaration or filing with, or notification to, any Governmental Authority or any other third party is required to be obtained, made or given by the Purchaser as a result of its execution, delivery and performance of this Agreement or its completion of the Contemplated Transactions, other than any items the failure of which to obtain, make or give would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business or operations of the Purchaser.

5.5 Capitalization.

5.5.1 The authorized share capital of the Purchaser consists of: (i) an unlimited number of Purchaser Shares, of which 140,413 Purchaser Shares are issued and outstanding as of the date of this Agreement; (ii) an unlimited number of Class A special shares, of which 19,999 Class A special shares are issued and outstanding as of the date of this Agreement; (iii) an unlimited number of Class B preferred shares, of which 45,235 Class B preferred shares are issued and outstanding as of the date of this Agreement; (iv) an unlimited number of Class C preferred shares, of which 27,897 Class C preferred shares are issued and outstanding as of the date of this Agreement; (v) an unlimited number of Class D preferred shares, of which 72,028 Class D preferred shares are issued and outstanding as of the date of this Agreement and (vi) stock options to purchase 29,964 Purchaser Shares. The Purchaser Disclosure Letter sets forth a true and complete list of each shareholder and other securityholder of the Purchaser and the number of outstanding shares or other securities of or interests in the Purchaser owned by each such shareholder or securityholder, in each case as of the date of this Agreement and as expected on immediately prior to Closing.

5.5.2 The Roll-Over Shares, when issued and delivered pursuant to the Share Deferral Agreements, will be duly authorized, validly issued, fully paid and non-assessable, and will not be issued in violation of any Applicable Law, and the Roll-Over Shares (when so issued) will not be subject to and will not be issued in violation of any preemptive rights, rights of first refusal or rights of first offer.

5.5.3 Except as set forth in the Purchaser Disclosure Letter, as of the date of this Agreement there are no outstanding: (i) securities of the Purchaser convertible into or exercisable or exchangeable for shares of share capital or other voting securities of the Purchaser; (ii) subscriptions, options or other rights to acquire from the Purchaser, or other obligation of the Purchaser to issue or deliver, any shares of share capital, other voting securities, or securities convertible into or exercisable or exchangeable for shares of share capital or other voting securities, of the Purchaser; (iii) bonds, debentures, notes or other indebtedness of the Purchaser having the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) on any matters with the shareholders of the Purchaser; or (iv) stock appreciation, "phantom" stock or other equity equivalent rights with respect to the Purchaser.

5.5.4 Except as set forth in the Purchaser Disclosure Letter: (i) there are no outstanding obligations of the Purchaser to repurchase, redeem or otherwise acquire any Purchaser Securities; (ii) there are no agreements to register any Purchaser Securities or sales or re-sales thereof under any applicable securities laws; and (iii) there are no shareholder agreements, member agreements, voting trusts or other similar agreements or understandings to which the Purchaser or any holder of Purchaser Securities is a party or otherwise bound in respect of any Purchaser Securities.

5.6 Legal Proceedings.

There is no Action pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser that, if determined or resolved adversely to the Purchaser, would have a material adverse effect on the business or operations of the Purchaser.

5.7 Financial Statements.

5.7.1 The Purchaser has previously delivered or made available to the Company true and complete copies of the Purchaser Financial Statements. The Purchaser Financial Statements: (i) have been prepared from, and are in accordance with, the books of account and other financial records of the Purchaser, which reflect only actual transactions; (ii) have been prepared in accordance with Canadian generally accepted accounting principles consistently applied during the periods involved (except as may be indicated therein and subject, in the case of interim financial statements, to the absence of footnotes and to normal year-end adjustments that are not material in amount or effect); and (iii) present fairly and accurately, in all material respects, the financial condition and results of operations of the Purchaser as of the dates thereof or for the periods covered thereby.

5.7.2 Except as disclosed in the Purchaser Disclosure Letter, all accounts, notes and other receivables reflected on the Purchaser Financial Statements have arisen from bona fide transactions in the Ordinary Course of Business, and to the knowledge of the Purchaser, are or will be valid, genuine and fully collectible in the Ordinary Course of Business without resort to litigation or extraordinary collection activity, less any reserves for doubtful accounts reflected on the Purchaser Financial Statements..

5.8 No Undisclosed Liabilities; Indebtedness and Liens.

The Purchaser does not have any Liabilities, other than Liabilities: (i) accrued or reserved against on the Purchaser Financial Statements; (ii) of a type or nature not required under Canadian generally accepted accounting principles to be reflected in financial statements; (iii) that have been incurred since November 30, 2017 in the Ordinary Course of Business, or (iv) set forth in the Purchaser Disclosure Letter that the Purchaser anticipates incurring in connection with the Contemplated Transactions.

5.9 Absence of Certain Changes.

Except as set forth in the Purchaser Disclosure Letter, since November 30, 2017, the Purchaser has conducted its business only in the Ordinary Course of Business, and there has not been:

5.9.1 any change, condition, event or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business or operations of Purchaser; or

5.9.2 any material damage, destruction or other casualty loss (whether or not covered by insurance) affecting the business or the assets or properties of the Purchaser.

5.10 Tax Returns and Payments.

There are no Canadian or U.S. federal, provincial, state, county, local or foreign Taxes due and payable by the Purchaser that have not been timely paid. There are no accrued and unpaid Canadian or U.S. federal, provincial, state, county, local or foreign Taxes of the Purchaser that are due, whether or not

assessed or disputed. Except as set forth in the Purchaser Disclosure Letter, there have been no examinations or audits of any Tax Returns of the Purchaser by any applicable Canadian or U.S. federal, state, provincial, local or foreign Governmental Authority. The Purchaser has duly and timely filed all Canadian and U.S. federal, state, provincial, county, local and foreign Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to Taxes of the Purchaser for any year.

5.11 Compliance with Laws.

5.11.1 The Purchaser is conducting its business in compliance with all Applicable Laws, except for any non-compliance that has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser. Within the past twenty-four (24) months the Purchaser has not received any notice of any material violation of and, to the knowledge of the Purchaser, the Purchaser is not under investigation or review by any Governmental Authority with respect to or has been threatened to be charged with any material violation of any Applicable Law.

5.11.2 The operations of the Purchaser have been conducted in compliance with financial record-keeping and reporting requirements of Applicable Laws relating to money laundering.

5.12 Officers and Directors.

To the knowledge of the Purchaser, none of the officers or directors of the Purchaser has been (a) subject to voluntary or involuntary petition under any bankruptcy or insolvency laws or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment, or decree of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by any Governmental Authority to have violated any securities, commodities, or unfair trade practices law.

5.13 No Broker.

Other than amounts which will become payable to Layer 7 Capital LLC in connection with the completion of the Contemplated Transactions, no broker, finder, investment banker or other intermediary is entitled to any fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of the Purchaser.

5.14 No Other Representations or Warranties.

Except for the representations and warranties contained in this Article 5, neither the Purchaser nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Purchaser or as to the future revenue, profitability or success of the Company or the Purchaser, or any representation or warranty arising from statute or otherwise in law. Any and all implied warranties are hereby expressly excluded.

ARTICLE 6 COVENANTS

6.1 Interim Operations.

6.1.1 From the date of this Agreement until the earlier of the Closing Date or the date, if any, on which this Agreement is terminated pursuant to Section 8.1 (the "Termination Date"), except as otherwise provided in this Agreement the Vendors shall cause the Company to: (i) conduct the Business only in the Ordinary Course of Business; and (ii) use best efforts to preserve intact the business organization and goodwill of the Business, to maintain the Company's relationships with its customers, clients and other Persons having business dealings with the Company and to keep available the services of the key Business Employees and Independent Contractors.

6.1.2 Without limiting the generality of the foregoing, except in connection with the Conversion or as expressly permitted by this Agreement or as approved in writing by the Purchaser (which approval shall not be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement, the Vendors shall not permit the Company to (other than as may be required under Applicable Law in order to complete the Conversion):

6.1.2.1 amend or otherwise change its Organizational Documents;

6.1.2.2 authorize, issue, sell or transfer any share capital or other equity interests of the Company or any securities convertible into or exercisable or exchangeable for share capital or other equity interests of the Company, or adjust, split or reclassify any share capital or other equity interests of the Company;

6.1.2.3 declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any share capital or other equity interests of the Company;

6.1.2.4 merge or consolidate with any other Person or acquire any business or assets of any other Person (whether by merger, stock purchase, asset purchase or otherwise), or form any subsidiary;

6.1.2.5 adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization;

6.1.2.6 make any material change in the operation of the Business, except such changes as may be required to comply with any Applicable Law or as would not have a Material Adverse Effect;

6.1.2.7 make, authorize or make any commitment with respect to, any single capital expenditure that is in excess of \$25,000 or capital expenditures that are, in the aggregate, in excess of \$50,000, except as may be provided for in the Company's budget;

6.1.2.8 except in connection with operations in the Ordinary Course of Business, amend in any material respect, or terminate (other than in accordance with its terms) any Material Contract, or waive, release or assign any material rights or claims thereunder;

- 6.1.2.9 except in connection with operations in the Ordinary Course of Business, enter into any Material Contract that has a term of, or requires the performance of any obligations over a period, in excess of one year and cannot be terminated without penalty on less than three (3) months' notice;
- 6.1.2.10 sell, lease (as lessor), transfer or otherwise dispose of, or mortgage, encumber, pledge or impose any Lien on, any of its assets or properties, other than: (i) pursuant to existing Contracts disclosed to the Purchaser; and (ii) dispositions of immaterial assets or properties for fair value in the Ordinary Course of Business;
- 6.1.2.11 create, incur, assume or guarantee any Indebtedness, or extend or modify any existing Indebtedness, other than in the Ordinary Course of Business;
- 6.1.2.12 make any loans, advances or capital contributions to, or investments in, any Person (other than advances of expenses to Business Employees or Independent Contractors in the Ordinary Course of Business);
- 6.1.2.13 cancel any debts owed to, or waive any material claims or rights held by, the Company;
- 6.1.2.14 commence, settle or compromise any Action by or against the Company, other than settlements entered into in the Ordinary Course of Business or requiring only the payment of monetary damages;
- 6.1.2.15 except as required by Applicable Law or any existing Contract or Employee Benefit Plan in effect on the date of this Agreement: (i) institute or announce any increase in the compensation, bonuses or other benefits payable to any of its executive employees; (ii) enter into or amend any employment, consulting, severance or change of control agreement with any such Person; or (iii) enter into, adopt or amend any Employee Benefit Plan;
- 6.1.2.16 (i) hire any new executive employee or make an offer of employment to any person for an executive employee position; or (ii) except in the Ordinary Course of Business, promote any current employee;
- 6.1.2.17 enter into any transaction with any of its Affiliates, except transactions that are at prices and on terms and conditions not less favorable to the Company than could be obtained on an arm's-length basis from unrelated third parties;
- 6.1.2.18 make any change in the accounting methods, principles or policies applied in the preparation of the Financial Statements, other than any change required by Applicable Law or a change in GAAP;
- 6.1.2.19 fail to file any material Tax Return when due or pay any material Tax when due (other than Taxes being contested in good faith), or make or change any material Tax election, including the Company's election to be taxed as an "S" corporation within the meaning of Sections 1361 and 1362 of the Code;
- 6.1.2.20 fail to pay any accounts payable when due or within a reasonable period of time thereafter (other than amounts being contested in good faith) or fail to use commercially reasonable efforts to collect any accounts receivable when due;

6.1.2.21 take or allow any action (other than the sale of the Vendor Securities pursuant to this Agreement) that would result in the termination of the Company's status as a validly electing "S" corporation within the meaning of Sections 1361 and 1362 of the Code;

6.1.2.22 fail to renew or otherwise keep in full force and effect any material License relating to the Business; or

6.1.2.23 enter into any agreement, commitment or understanding (whether written or oral) with respect to any of the foregoing.

6.2 Access to Information.

6.2.1 From the date of this Agreement until the earlier of the Closing Date or the Termination Date, the Company shall (and the Vendors shall cause the Company to) furnish to the Purchaser and its authorized representatives such additional information relating to the Company as the Purchaser may reasonably request for the purpose of facilitating the integration of the Company and the Business with and to the Purchaser in connection with the Contemplated Transactions.

6.2.2 From the date of this Agreement until the earlier of the Closing Date or the Termination Date, the Purchaser shall furnish to the Company and its authorized representatives such additional information relating to the Purchaser as the Company may reasonably request for the purpose of facilitating the integration of the Company and the Business with and to the Purchaser in connection with the Contemplated Transactions.

6.2.3 Notwithstanding the foregoing, neither the Company nor the Purchaser shall be required to provide any such information if the provision of such information: (i) could cause a waiver of, or jeopardize, an attorney-client privilege, (ii) without the consent of the person with respect to whom such information relates in the case of information relating to employees, or (iii) would violate Applicable Law.

6.3 Notice of Certain Events.

From the date of this Agreement until the earlier of the Closing Date or the Termination Date, each of the Company and the Purchaser shall promptly notify the other in writing of: (i) any material adverse change in its business; (ii) any material breach of or default under this Agreement or event that would reasonably be expected to become such a breach or default on or prior to the Closing; (iii) any notice or other communication from any third Person (including any Governmental Authority) alleging that the consent of such third Person (or Governmental Authority) is or may be required in connection with the Contemplated Transactions; and (iv) any Actions commenced or, to the Knowledge of the Company or the knowledge of the Purchaser, as applicable, threatened against the Company or the Purchaser, as applicable, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to this Agreement or that relate to the completion of the Contemplated Transactions.

6.4 Best Efforts.

Subject to the terms and conditions of this Agreement, each party shall use its best efforts to cause the Closing to occur and to take, or cause to be taken, all actions, to file, or cause to be filed, all documents and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to complete and make effective, in the most expeditious manner

practicable, the Contemplated Transactions; provided, however, that neither the Company nor the Purchaser shall be required to give any guarantee or pay any fees or other payments in order to obtain any consent, approval or waiver or to consent to any change in the terms of any Material Contract or Purchaser Material Contract, as applicable, that such party may reasonably deem adverse to its interests or business.

6.5 Exclusivity.

From the date of this Agreement until the earlier of the Closing Date and the termination of this Agreement, the Vendors shall not, and shall cause the Company not to (and shall cause the directors, officers, employees, agents, representatives and Affiliates acting on their behalf and on behalf of the Company not to): (i) Solicit, initiate, encourage or accept any offer or proposal from any Person (other than the Purchaser and its Affiliates and their respective representatives) concerning any merger, consolidation, sale or transfer of material assets, sale or transfer of any equity interests or other business combination involving the Company (an "Acquisition Proposal"); (ii) engage in any discussions or negotiations with any Person (other than the Purchaser and its Affiliates and their respective representatives) concerning any Acquisition Proposal; or (iii) furnish any non-public information concerning the business, properties or assets of the Company to any Person (other than the Purchaser and its Affiliates and their respective representatives) in connection with any Acquisition Proposal, except as required to comply with any Applicable Law or this Agreement. The Vendors shall, and the Vendors shall cause the Company to (and shall cause the directors, officers, employees, agents, representatives and Affiliates acting on their behalf and on behalf of the Company to) immediately cease and cause to be terminated all existing discussions, negotiations or other communications with any Persons conducted heretofore with respect to any of the foregoing. The Vendors shall promptly notify the Purchaser in writing upon receipt by the Company (if known to such Vendor) or such Vendor of any proposal, offer or inquiry regarding an Acquisition Proposal, which notice shall indicate in reasonable detail the identity of the Person making such proposal, offer or inquiry and the terms and conditions of any such Acquisition Proposal.

6.6 Confidentiality.

All documents, materials and other information furnished in connection with the Contemplated Transactions shall be subject to, and shall be kept confidential in accordance with, the terms of Section 6.10.3.

6.7 Public Announcements.

None of the Company, the Purchaser, the Vendors or any of their respective Affiliates or representatives shall, without the prior written consent of the Purchaser and the Representative, issue any press release or make any other public announcement concerning the existence or terms (including any financial terms) of this Agreement or the Contemplated Transactions except as and to the extent that public disclosure of a matter without the Purchaser's and the Representative's consent is required by Applicable Law or the rules or regulations of any applicable stock exchange, in which case the Purchaser and the Representative shall be so advised and the parties shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued prior to such disclosure. The Vendors acknowledge that, in accordance with Applicable Law and the rules and regulations of any applicable stock exchange, the Purchaser may be required to disclose the existence and terms (including any financial terms) of this Agreement and the Contemplated Transactions.

6.8 Expenses.

Except as otherwise expressly provided herein, each party shall bear and pay all of its costs and expenses (including the fees and expenses of its counsel, accountants and other advisors) incurred in connection with this Agreement and the Contemplated Transactions, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing: (i) the Vendors severally in proportion to their Percentage Interest shall be solely responsible for and shall pay the Transaction Expenses; and (ii) the Company shall not be responsible or liable for or shall pay any costs or expenses incurred by any Vendor in connection with this Agreement and the Contemplated Transactions (including the fees and expenses of any Vendor's counsel, accountants or other advisors).

6.9 Further Assurances.

At any time and from time to time following the Closing, at the request of any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and make effective the Contemplated Transactions.

6.10 Restrictive Covenants of the Vendors.

In furtherance of the sale of the Vendor Securities hereunder to the Purchaser, and to protect more effectively the value and goodwill of the Business, the Vendors covenant and agree as follows:

6.10.1 Non-Compete Covenant.

6.10.1.1 For the period commencing on the Closing Date and ending on the later of: (a) [Redacted.] years after the Closing Date; and (b) one (1) year following the cessation of the employment of the Restrictive Covenant Vendor with the Purchaser or any of its Affiliates (including the Company), each Restrictive Covenant Vendor shall not, and shall cause its or his respective Affiliates not to, without the prior written consent of the Purchaser, directly or indirectly own, control, manage, operate, conduct, engage in, participate in, consult with, perform services for, lend money to, guarantee the debts or obligations of, permit its or his name to be used by or in connection with, or otherwise carry on, a business anywhere in the Territory that competes with the Purchaser Business (it being understood and acknowledged by each Restrictive Covenant Vendor that the foregoing restricted activities are not limited to any particular region within the Territory because the Purchaser Business has been and will continue to be conducted throughout the Territory and may be engaged in effectively from any location within or outside the Territory). Notwithstanding the foregoing; (i) nothing set forth in this Section 6.10.1.1 shall prohibit any of the Restrictive Covenant Vendors or any of their respective Affiliates from (A) being an equity holder in a mutual fund or a diversified investment company, or (B) being a passive owner of not more than two percent (2%) in the aggregate of an outstanding class of publicly traded securities; and (ii) following the [Redacted.] anniversary of the Closing date the foregoing shall not restrict a Restrictive Covenant Vendor from engaging in any such activities with or for a business or division of a business that uses eCommerce platforms to support their business or a service provider that provides professional services or contract labour to companies, businesses or divisions of businesses that use eComemrce platforms to support their business. For further clarity, the Restrictive Covenant Vendors may leverage their skills and abilities as an individual contributor in a technical capacity but may not assist with

pre-sales, sales or permit his or her name to be used by or in connection with the business development, sales or pre-sales initiatives that would be construed as competitive to the Purchaser Business. In all potential employment situations it is incumbent on the Restrictive Covenant Vendor to ensure the activities carried out by the Restrictive Covenant Vendor with or for such company are limited to activities supporting existing clients and are in no way contributing to a competitive business winning new customers.

6.10.1.2 Each Remaining Vendor, for so long as such Remaining Vendor remains employed by the Purchaser or any of its Affiliates (including the Company) shall not, and shall cause its or his respective Affiliates not to, without the prior written consent of the Purchaser, directly or indirectly own, control, manage, operate, conduct, engage in, participate in, consult with, perform services for, lend money to, guarantee the debts or obligations of, permit its or his name to be used by or in connection with, or otherwise carry on, a business anywhere in the Territory that competes with the Purchaser Business (it being understood and acknowledged by each Remaining Vendor that the foregoing restricted activities are not limited to any particular region within the Territory because the Purchaser Business has been and will continue to be conducted throughout the Territory and may be engaged in effectively from any location within or outside the Territory). Notwithstanding the foregoing: (i) nothing set forth in this Section 6.10.1.2 shall prohibit any of the Remaining Vendors or any of their respective Affiliates from (A) being an equity holder in a mutual fund or a diversified investment company, or (B) being a passive owner of not more than two percent (2%) in the aggregate of an outstanding class of publicly traded securities.

6.10.2 Non-Solicit Covenants.

6.10.2.1 For the period commencing on the Closing Date and ending on the later of:
(a) *[Redacted - commercially sensitive information.]*
and (b) *[Redacted - commercially sensitive information.]*

each Vendor shall not, and shall cause its or his respective Affiliates not to, directly or indirectly: (i) Solicit any customer or client, or any Prospective Customer, of the Purchaser or any of its Affiliates (including the Company) with respect to any product or service competitive with the Purchaser Business; (ii) refer any customer or client, or any Prospective Customer, of the Purchaser or any of its Affiliates (including the Company) to a competitor of the Purchaser or any of its Affiliates (including the Company); or (iii) otherwise interfere with or disrupt the business relationship between the Purchaser or any of its Affiliates (including the Company), on the one hand, and any customer or client, or any Prospective Customer, of Purchaser or any of its Affiliates (including the Company), on the other hand.

6.10.2.2 For the period commencing on the Closing Date and ending on the later of:
[Redacted - commercially sensitive information.]

each Vendor shall not, and shall cause its or his respective Affiliates not to, directly or indirectly: (i) Solicit the employment of or hire any employee or consultant of the Purchaser or any of its Affiliates (including the Company); or (ii) otherwise interfere with or disrupt the business relationship between the Purchaser or any of its Affiliates (including the Company), on the one hand, and any employee or consultant of the

Purchaser or any of its Affiliates (including the Company), on the other hand. Notwithstanding the foregoing, the Vendors shall not be precluded from hiring any person) whose employment with the Purchaser or its applicable Affiliate who has not been employed by the Purchaser or its applicable Affiliate for at least six (6) months prior to commencing discussions with that employee regarding new employment opportunities.

6.10.3 Confidentiality. Each of the Vendors further covenants and agrees that, from and after the Closing Date, such Vendor will not, and will not permit any of its Affiliates to, disclose, divulge or make use of any Confidential Information, other than to disclose such information to the Purchaser and other than in the Ordinary Course of Business. Notwithstanding the foregoing, if any Vendor or any of its Affiliates (collectively, the "Disclosing Party") is requested or required by Applicable Law to disclose any Confidential Information, the Disclosing Party will provide the Purchaser with notice of such request or requirement as promptly as practicable (unless not permitted by Applicable Law) so that the Purchaser may seek a protective order or other appropriate remedy and/or waive compliance with the foregoing provisions of this Section 6.10.3. The Disclosing Party will cooperate with the Purchaser in connection with the Purchaser's efforts to seek such an order or remedy. If the Purchaser does not obtain such an order or other remedy, or waives compliance with the provisions of this Section 6.10.3, the Disclosing Party will furnish only that portion of the applicable Confidential Information that is legally required, and will exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such disclosed information.

6.10.4 Non-Disparagement. For a period of [*Redacted*] from and after the Closing Date, none of the Vendors will, and will not permit any of their respective Affiliates to, directly or indirectly, in his, her or its own capacity or through any other Person, make any public statement or communication that impugns or attacks the reputation or character of or otherwise disparages the Purchaser, the Company, or the Business or any of the Purchaser's or the Company's officers, directors, managers, employees, consultants, equityholders, agents or products. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

6.10.5 Equitable Remedies. Each of the Vendors acknowledges and agrees that: (i) it would be extremely difficult, if not impossible, to determine the actual damages of the Purchaser in the event of a breach of any covenant contained in this Section 6.10; and (ii) the Purchaser and its Affiliates would suffer irreparable and ongoing damages in the event that any provision of this Section 6.10 were not performed in accordance with its terms or otherwise were breached. Accordingly, each of the Vendors agrees that, in the event of any actual or threatened breach of this Section 6.10, the Purchaser shall be entitled, in addition to all other rights and remedies that it may have, to obtain injunctive or other equitable relief (including a temporary restraining order, a preliminary injunction and a final injunction) to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages. The prevailing party in any action commenced under this Section 6.10.4 (whether through a monetary judgment, injunctive relief or otherwise) also shall be entitled to recover reasonable attorneys' fees and court costs incurred in connection with such action.

6.10.6 Acknowledgements and Reformation. Each of the Vendors acknowledges and agrees that: (i) the agreements contained in this Section 6.10 are an integral part of the Contemplated Transactions and the Purchaser would not be willing to acquire the Vendor Securities in the absence of this Section 6.10; and (ii) in view of the nature of the Business, the business objectives

of the Purchaser in acquiring the Vendor Securities, and the consideration paid for the Vendor Securities, the provisions set forth in this Section 6.10 are reasonable and necessary in order to protect the Purchaser's legitimate business interests. If, however, a final judicial determination is made by a court of competent jurisdiction that any provision set forth in this Section 6.10 is unreasonable or otherwise unenforceable under Applicable Law, the parties hereby authorize such court to revise and reform the provisions of this Section 6.10 to cover the maximum scope, duration or geographic area (not greater than those contained herein) permitted by Applicable Law, and, if such court refuses to do so, the parties agree that the provisions of this Section 6.10 shall not be rendered null and void, but rather shall be deemed amended to provide for such maximum legally enforceable restrictions.

6.11 Employment and Employee Benefits Matters.

Post-Closing Employment. The Vendors shall not and shall cause the Company not to: (i) make any promises or commitments to any Business Employee or Independent Contractor with regard to such Business Employee's or Independent Contractor's status with the Company after the Closing or the terms or conditions upon which such Person's employment or engagement might be continued; or (ii) take any action for the purpose of impeding, hindering or otherwise interfering with the Purchaser's efforts to continue the employment or engagement of any Business Employee or Independent Contractor. Nothing herein shall create any obligation on the part of the Company or the Purchaser to continue the employment or engagement of any Business Employee or Independent Contractor for any fixed period of time following the Closing Date.

6.12 Tax Matters.

6.12.1 Preparation and Filing of Tax Returns.

6.12.1.1 Tax Periods Ending on or before the Closing Date. The Representative will prepare or cause to be prepared and file or cause to be filed all Tax Returns of the Company for all taxable periods that end on or before the Closing Date to the extent such Tax Returns are filed or required to be filed on or after the Closing Date. Except to the extent required by Applicable Law, such Tax Returns shall be prepared in a manner consistent with the past custom and practice of the Company. The Representative will provide drafts of the income Tax Returns described in the preceding sentence to the Purchaser no less than 30 days before the due date for the filing of those Tax Returns (including applicable extensions) to allow the Purchaser to review and comment on each such income Tax Return prepared or caused to be prepared by Representative, such review at the Purchaser's sole cost and expense. The Purchaser will permit the Representative and its authorized representatives reasonable access to the books and records of the Company as the Representative may reasonably require for the purpose of preparing or causing the Tax Returns to be prepared. At least 10 days prior to the filing date for such Tax Returns, the Purchaser, acting reasonably, will provide any comments on the Tax Returns to the Representative. The Representative will consider in good faith all reasonable comments of the Purchaser with respect to such Tax Returns prior to filing. To the extent permitted by Applicable Law, Vendors shall include any income, gain, loss, deduction or other tax items for such periods on their Tax Returns in a manner consistent with the IRS Schedule K-1s prepared by Vendors for such periods.

6.12.2 Assistance and Cooperation. After the Closing Date, the Vendors and the Purchaser shall (and, if requested to do so, shall cause their respective Affiliates to): (i) assist the other parties in preparing any Tax Returns that any other party is responsible for preparing and filing; (ii)

cooperate fully in preparing for or defending against any Tax Contests with taxing authorities regarding any Tax Returns of the Company; (iii) make available to the other parties and to any taxing authority as reasonably requested all information, records and documents relating to Taxes of the Company; (iv) furnish the other parties with timely notice of, and copies of all correspondence received from any taxing authority in connection with, any Tax Contest relating to Taxes of the Company for the Pre-Closing Period; (v) assist the other parties in preparing and filing any applicable Tax elections (provided that the making of any such Tax election is not prejudicial in any way to the assisting party); (vi) retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Purchaser or Vendors, any extensions thereof) of the respective taxable periods, and to abide by all record-retention agreements entered into with any taxing authority; and (vii) give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Company or Vendors, as the case may be, shall allow the other party to take possession of such books and records.

6.12.3 Except as required by Applicable Law, Purchaser shall not, and shall not cause or permit the Company or any subsidiary of the Company to (i) amend any Tax Return filed with respect to any tax year ending on or before the Closing Date or with respect to any Straddle Period; or (ii) make any Tax election that has retroactive effective to any such year or Straddle Period, in each case without the prior written consent of the Representative (not to be unreasonably withheld). If the Purchaser believes that such amendment or Tax election is required by Applicable Law, then at least ten (10) Business Days prior to filing any such amendment or making any such Tax election, the Purchaser shall provide the Representative with a copy of the proposed amendment or Tax election, and shall consider in good faith any comments made by the Representative.

6.13 Termination of Certain Arrangements.

On or prior to the Closing Date: (i) all payables, receivables, loans, Liabilities and other obligations between the Company, on the one hand, and the Vendors or their respective Affiliates, on the other hand, shall be repaid in full and extinguished; and (ii) those certain Contracts set forth on Section 6.13 of the Disclosure Schedule, including the Investor Agreements, shall be terminated and no party thereto shall have any continuing rights or obligations thereunder.

6.14 Insurance Policies.

The Vendors will cause the Company to keep all insurance policies that provide coverage for the Company in full force and effect through at least the close of business on the Closing Date, and shall provide for the renewal of all such policies that by their terms will expire prior to the Closing Date.

6.15 Director and Officer Indemnification and Insurance.

6.15.1 Purchaser agrees that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing Date, an officer or director of the Company, as provided in the Organizational Documents of the Company, in each case as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date hereof, shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms.

6.15.2 The Company shall, and Purchaser shall cause the Company to maintain in effect for a period of six (6) years after the Closing Date, if available, the current policies of directors' and officers' liability insurance maintained by the Company immediately prior to the Closing Date (provided that the Company may substitute therefor policies, of at least the same coverage and amounts and containing terms and conditions that are not less advantageous to the directors and officers of the Company when compared to the insurance maintained by the Company as of the date hereof).

6.15.3 The obligations of Purchaser and the Company under this Section 6.15 shall not be terminated or modified in such a manner as to adversely affect any director or officer to whom this Section 6.15 applies without the consent of such affected director or officer (it being expressly agreed that the directors and officers to whom this Section 6.15 applies shall be third-party beneficiaries of this Section 6.15, each of whom may enforce the provisions of this Section 6.15 directly).

6.15.4 If the Purchaser, the Company or any of their respective successors or assigns: (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger; or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, the Purchaser shall use commercially reasonable efforts to ensure that the successors and assigns of Purchaser or the Company, as the case may be, shall assume all of the obligations set forth in this Section 6.15.

6.16 Termination of Buy-Sell Agreement.

The Vendors, being the holders of at least 80% of the outstanding Shares as defined in the Buy-Sell Agreement, hereby terminate the Buy-Sell Agreement pursuant to Section 10(a) thereof, effective as of immediately before the Closing.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Conditions to the Obligations of the Parties.

The obligations of the parties to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Law) waiver by the Purchaser and the Representative (on behalf of the Vendors), on or prior to the Closing Date, of each of the following conditions:

7.1.1 Governmental Approvals. All consents, approvals and actions of or by, and all filings with and notifications to, any Governmental Authority required to complete the Contemplated Transactions shall have been obtained, taken or made, as applicable, and shall remain in full force and effect.

7.1.2 No Prohibitions. No provision of any Applicable Law shall prohibit or otherwise challenge the legality or validity of the Contemplated Transactions.

7.2 Conditions to the Obligations of the Vendors.

The obligations of the Vendors to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Law) waiver by the Vendors, on or prior to the Closing Date, of each of the following further conditions:

7.2.1 Accuracy of Representations and Warranties. Each of the representations and warranties of the Purchaser set forth in this Agreement; (i) that is qualified by materiality shall be true and correct in all respects; and (ii) that is not so qualified shall be true and correct in all material respects, in each case at and as of the Closing Date as if made on and as of the Closing Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they shall be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

7.2.2 Performance of Covenants. The Purchaser shall have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

7.2.3 No Material Adverse Effect. Between the date of this Agreement and the Closing Date, there shall have been no Effect that would have a material adverse effect on the Purchaser.

7.2.4 Certificate of Compliance. The Purchaser shall have delivered to the Representative a certificate dated the Closing Date, signed by an authorized officer of the Purchaser, certifying as to the satisfaction of the conditions set forth in Section 7.2.1 and Section 7.2.2.

7.2.5 Receipt of Closing Deliveries. The Purchaser shall have executed and delivered, or caused to be executed and delivered, all of the agreements, certificates and other documents specified in Section 2.14.

7.2.6 Cash Consideration. The Purchaser shall have delivered to the Vendors the cash portion of the Estimated Closing Consideration.

7.3 Conditions to the Obligations of the Purchaser.

The obligations of the Purchaser to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Law) waiver by the Purchaser, on or prior to the Closing Date, of each of the following further conditions:

7.3.1 Accuracy of Representations and Warranties. Each of the representations and warranties of the Vendors set forth in this Agreement and in any certificate or other writing delivered by them pursuant hereto: (i) that is qualified by materiality or Material Adverse Effect shall be true and correct in all respects; and (ii) that is not so qualified shall be true and correct in all material respects, in each case at and as of the Closing Date as if made on and as of the Closing Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they shall be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

7.3.2 Performance of Covenants. The Vendors shall have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by any of the Vendors on or prior to the Closing Date.

7.3.3 No Material Adverse Effect. Between the date of this Agreement and the Closing Date, there shall have been no Material Adverse Effect.

7.3.4 Certificate of Compliance. The Vendors shall have delivered to the Purchaser a certificate dated the Closing Date, signed by each Vendor, certifying as to the satisfaction of the conditions set forth in Section 7.3.1 and Section 7.3.2.

7.3.5 Third Party Consents. The Vendors shall have obtained the written consents of, or given notifications (to the extent only notification is required) to, each of the third parties set forth in Section 3.3.2 or Section 4.2.2 of the Disclosure Schedule, and all such consents shall remain in full force and effect.

7.3.6 Completion of Conversion. The Conversion shall have been completed pursuant to the conversion documents attached hereto as Exhibit E.

7.3.7 Receipt of Closing Deliveries. The Vendors shall, as applicable, have executed and delivered, or caused to be executed and delivered, all of the agreements, certificates and other documents specified in Section 2.13.

7.3.8 No Outstanding Options. All outstanding Options shall have either been exercised or cancelled in accordance with the terms thereof and the terms of this Agreement, and all outstanding convertible securities of the Company shall have been converted into Company Securities, such that as of Closing there shall be no outstanding securities of the Company which are convertible into or exercisable or exchangeable for Vendor Securities.

7.3.9 Spark Red South Africa Proprietary Limited All of the outstanding securities of Spark Red South Africa Proprietary Limited shall have been transferred to the Company.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination.

Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

8.1.1 by the mutual written agreement of the Purchaser and the Representative;

8.1.2 by the Purchaser in the event of a material breach of any representation, warranty, covenant or agreement of any of the Vendors contained herein and the failure of the Vendors to cure such breach within ten (10) Business Days after receipt of written notice from the Purchaser requesting such breach to be cured; provided, however, that there shall be no right to terminate if such breach was caused, in whole or in part, by a material breach by the Purchaser;

8.1.3 by the Representative on behalf of the Vendors in the event of a material breach of any representation, warranty, covenant or agreement of the Purchaser contained herein and the failure of the Purchaser to cure such breach within ten (10) Business Days after receipt of written notice from the Representative requesting such breach to be cured; provided, however, that there shall be no right to terminate if such breach was caused, in whole or in part, by a material breach by any Vendor;

8.1.4 by either the Purchaser or the Representative if any Governmental Authority shall have issued a final and non-appealable order, decree or judgment permanently restraining, enjoining or otherwise prohibiting the completion of the Contemplated Transactions; or

8.1.5 by either the Purchaser or the Representative if the Closing shall not have occurred on or before February 16, 2018 (or such later date as may be agreed to in writing by the Purchaser and the Representative); provided, however, that the right to terminate this Agreement under this

Section 8.1.5 shall not be available to any party whose failure to fulfill any obligation under, or breach of any provision of, this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or before the applicable date.

8.2 Notice of Termination.

Any party desiring to terminate this Agreement pursuant to Section 8.1 shall give written notice of such termination to the other parties to this Agreement in accordance with Section 11.1, specifying the provision(s) pursuant to which such termination is effective.

8.3 Effect of Termination.

If this Agreement is terminated pursuant to this Article 8, this Agreement shall forthwith become void and of no further force and effect and all rights and obligations of the parties hereunder shall be terminated without further liability of any party to any other party; provided, however, that: (i) the provisions of Sections 6.6, 6.8, 8.3, and Article 11, and the rights and obligations of the parties thereunder, shall survive any such termination; and (ii) nothing herein shall relieve any party from liability for any breach of this Agreement prior to the date of termination.

ARTICLE 9 INDEMNIFICATION

9.1 Survival; Investigation.

9.1.1 The representations and warranties of the parties contained in this Agreement shall survive the Closing for a period of [Redacted.] after the Closing Date, except that: (i) the representations and warranties of the Vendors or the Purchaser, as the case may be, contained in Section 3.19 (Tax Matters), Section 3.20 (Environmental Matters), Section 3.23 (Employee Benefit Matters) and Section 5.8 (Tax Returns and Payments) shall survive the Closing Date until ninety (90) days after the expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof); and (ii) the representations and warranties of the parties contained in Section 3.4 (Capitalization), Section 3.28 (No Broker), Section 4.1 (Authorization), Section 4.3 (Ownership of the Vendor Securities), Section 5.3 (Authorization), Section 5.5 (Capitalization) and Section 5.7 (No Broker) (collectively, the "Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Applicable Law.

9.1.2 The covenants and agreements of the parties contained in this Agreement shall survive the Closing until the date explicitly specified therein or, if not so specified, indefinitely or until the latest date permitted by Applicable Law.

9.1.3 Notwithstanding anything else contained in this Agreement, any breach of any representation, warranty, covenant or agreement in respect of which indemnification may be sought under this Article 9 shall survive the time at which it otherwise would terminate pursuant to the preceding paragraphs if a Claim Notice of the inaccuracy or breach thereof giving rise to such right of indemnification shall have been given to the party against whom such indemnification may be sought within the applicable survival period.

9.2 Indemnification by the Vendors – Joint and Several.

Subject to the terms and conditions of this Article 9, the Vendors shall, jointly and severally, indemnify and hold harmless the Purchaser Indemnified Parties from and against any and all Damages incurred or suffered by the Purchaser Indemnified Parties (whether or not involving a Third Party Claim) resulting from, in connection with or arising out of:

9.2.1 any breach of, or inaccuracy in, any representation or warranty of the Vendors contained in Article 3 of this Agreement or any Ancillary Agreement;

9.2.2 any breach of, or failure to perform, any covenant or agreement of the Company contained in this Agreement or any Ancillary Agreement; or

9.2.3 the Indemnified Liabilities.

9.3 Indemnification by the Vendors – Several and Not Joint With Respect to Specified Matters.

Subject to the terms and conditions of this Article 9, each Vendor shall, severally as to itself, himself or herself only and not jointly, indemnify and hold harmless the Purchaser Indemnified Parties from and against any and all Damages incurred or suffered by the Purchaser Indemnified Parties (whether or not involving a Third Party Claim) resulting from, in connection with or arising out of:

9.3.1 any breach of, or inaccuracy in, any representation or warranty of such Vendor contained in Article 4 of this Agreement; or

9.3.2 any breach of, or failure to perform, any covenant or agreement of such Vendor contained in this Agreement.

9.4 Indemnification by the Purchaser.

Subject to the terms and conditions of this Article 9, the Purchaser shall indemnify, defend and hold harmless the Vendor Indemnified Parties from and against any and all Damages incurred or suffered by the Vendor Indemnified Parties (whether or not involving a Third Party Claim) resulting from, in connection with or arising out of:

9.4.1 any breach of, or inaccuracy in, any representation or warranty of the Purchaser contained in this Agreement or any Ancillary Agreement; or

9.4.2 any breach of, or failure to perform, any covenant, agreement or obligation of the Purchaser contained in this Agreement or any Ancillary Agreement.

9.5 Limits on Indemnification.

9.5.1 Deductibles for Breaches of Certain Representations and Warranties. Subject to Section 9.5.3:

9.5.1.1 The Purchaser Indemnified Parties shall not be entitled to indemnification from the Vendors pursuant to Section 9.2.1 with respect to breaches or inaccuracies of the representations and warranties of the Vendors (other than Fundamental Representations) unless and until the aggregate amount of Damages incurred or suffered by the Purchaser

Indemnified Parties in respect of such matters exceeds [Redacted.] whereupon the Vendors will only be liable for Damages in excess of [Redacted - commercially sensitive information.]

9.5.1.2 The Purchaser Indemnified Parties shall not be entitled to indemnification from a Vendor pursuant to Section 9.3.1 with respect to breaches or inaccuracies of the representations and warranties of such Vendor (other than Fundamental Representations) unless and until the aggregate amount of Damages incurred or suffered by the Purchaser Indemnified Parties in respect of such matters exceeds [Redacted.] in respect of each such Vendor, whereupon such Vendor will only be liable for Damages in excess of [Redacted.]

9.5.1.3 The Vendor Indemnified Parties shall not be entitled to indemnification from the Purchaser pursuant to Section 9.4.1 with respect to breaches or inaccuracies of the representations and warranties of the Purchaser (other than Fundamental Representations) unless and until the aggregate amount of Damages incurred or suffered by the Vendor Indemnified Parties in respect of such matters exceeds [Redacted.] whereupon the Purchaser will only be liable for Damages in excess of [Redacted - commercially sensitive information.]

9.5.2 **Caps for Breaches of Representations, Warranties and Covenants.**

9.5.2.1 The maximum aggregate liability of each Vendor pursuant to Section 9.2.1 (other than in connection with a breach of, or inaccuracy in, any Fundamental Representation) shall not exceed an amount equal [Redacted - commercially sensitive information.]

9.5.2.2 The maximum aggregate liability of each Vendor pursuant to Article 9 or otherwise in any way relating to or arising out of the Contemplated Transactions shall not exceed [Redacted - commercially sensitive information.]

9.5.2.3 The maximum aggregate liability of the Purchaser pursuant to Section 9.4.1 (other than in connection with a breach of, or inaccuracy in, any Fundamental Representation) shall not exceed [Redacted - commercially sensitive information.]

9.5.2.4 In no event shall any party be obligated to indemnify any other party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except to the extent such damages are sought by a third party in a Third Party Claim.

9.5.3 Exception. The limits on indemnification set forth in Section 9.5.1 and Section 9.5.2 shall not apply to any indemnification claim for Damages resulting from, in connection with or arising out of: (i) any of the matters referred to in Section 6.10; or (ii) a Fraud Claim.

9.6 **Calculation of Damages.**

9.6.1 The Vendors and the Purchaser agree and acknowledge that certain representations and warranties contained in Article 3, Article 4 and Article 5 are qualified by Materiality Qualifiers and for purposes of this Section 9.6.1 and for determining the amount of Damages arising out of,

relating to or resulting from a breach or inaccuracy of any representation or warranty in this Agreement or in any Ancillary Agreement, all Materiality Qualifiers will be ignored and each such representation and warranty will be read and interpreted without regard to any Materiality Qualifiers.

9.6.2 The right to indemnification or other remedy of any party based on the representations, warranties and covenants contained in (or deemed to be made pursuant to) this Agreement exists notwithstanding any investigation or knowledge of that party acquired prior to the Closing. In addition, the waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification based on such representations, warranties, covenants and obligations.

9.7 Mitigation.

Each Indemnified Party agrees to take reasonable steps to mitigate any Damages that such Indemnified Party asserts under this Article 9. Any costs and expenses incurred by such Indemnified Party in connection with such mitigation shall constitute Damages that may be recovered hereunder.

9.8 Third Party Claims Procedure.

9.8.1 Notice. If any Indemnified Party receives notice of the assertion of any claim or the commencement of any Action by a third party in respect of which indemnification shall be sought hereunder (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party prompt notice (a "Claim Notice") describing in reasonable detail the Third Party Claim and, if ascertainable, the amount in dispute under the Third Party Claim; provided, however, that the failure of the Indemnified Party to give a Claim Notice shall not relieve the Indemnifying Party of its obligations to provide indemnification hereunder except to the extent (and only to the extent) that the Indemnifying Party shall have been materially prejudiced by such failure.

9.8.2 Defense. Subject to the limitations set forth in this Section 9.8.2, in the event of a Third Party Claim, the Indemnifying Party shall have the right to elect to conduct and control the defense, compromise or settlement of such Third Party Claim, with counsel of its choice reasonably acceptable to the Indemnified Party and at the Indemnifying Party's sole cost and expense, if the Indemnifying Party: (i) has acknowledged and agreed in writing that, if the same is adversely determined, the Indemnifying Party shall provide indemnification to the Indemnified Party in respect thereof on the terms and conditions set forth in this Agreement; and (ii) if requested by the Indemnified Party, has provided evidence reasonably satisfactory to the Indemnified Party of the Indemnifying Party's financial ability to pay any Damages resulting from the Third Party Claim; provided, however, that the Indemnified Party may participate therein through separate counsel chosen by it and at its sole cost and expense. Notwithstanding the foregoing, if (A) the Indemnifying Party shall not have given notice of its election to conduct and control the defense of the Third Party Claim within thirty (30) days after the Indemnified Party has given a Claim Notice thereof, (B) the Indemnifying Party shall fail to conduct such defense diligently and in good faith, (C) the Indemnified Party shall reasonably determine that use of counsel selected by the Indemnifying Party to represent the Indemnified Party would present such counsel with a conflict of interest, or (D) the Third Party Claim is for injunctive, equitable or other non-monetary relief against the Indemnified Party, then in each such case the Indemnified Party shall have the right to control the defense, compromise or settlement of the Third Party Claim with counsel of its choice at the Indemnifying Party's sole cost and expense (subject to the terms and conditions of this Agreement), not to exceed one law firm.

9.8.3 Cooperation. In connection with any Third Party Claim, from and after delivery of a Claim Notice, the Indemnifying Party and the Indemnified Party shall, and shall cause their respective Affiliates and representatives to, use commercially reasonable efforts to cooperate in connection with the defense or prosecution of such Third Party Claim, including furnishing such records, information and testimony and attending such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnifying Party or the Indemnified Party in connection therewith. In addition, the party controlling the defense of any Third Party Claim shall keep the non-controlling party advised of the status thereof and shall consider in good faith any recommendations by the non-controlling party with respect thereto.

9.8.4 Settlement Limitations. Except as set forth below, no Third Party Claim may be settled or compromised: (i) by the Indemnified Party without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed); or (ii) by the Indemnifying Party without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing: (A) the Indemnified Party shall have the right to pay, settle or compromise any Third Party Claim, provided that in such event the Indemnified Party shall waive all rights against the Indemnifying Party to indemnification under this Article 9 with respect to such Third Party Claim unless the Indemnified Party shall have sought the consent of the Indemnifying Party to such payment, settlement or compromise and such consent shall have been unreasonably withheld, conditioned or delayed; and (B) the Indemnifying Party shall have the right to consent to the entry of a judgment or enter into a settlement with respect to any Third Party Claim without the prior written consent of the Indemnified Party if the judgment or settlement (1) involves only the payment of money damages (all of which will be paid in full by the Indemnifying Party concurrently with the effectiveness thereof), (2) will not encumber any of the assets of the Indemnified Party and will not contain any restriction or condition that would apply to or adversely affect the Indemnified Party or the conduct of its business, and (3) includes, as a condition to any settlement or other resolution, a complete and irrevocable release of the Indemnified Party from all liability in respect of such Third Party Claim and includes no admission of wrong doing.

9.8.5 Reimbursement. Damages shall be reimbursed by the Indemnifying Party by periodic payments of the amount thereof during the course of the defense, within thirty (30) days of presentation of reasonably documented bills or invoices with respect to such Damages to the Indemnifying Party.

9.8.6 Tax Contest. Notwithstanding anything to the contrary in this Article 9, the Representative shall have the right to represent the Company's interests in any Tax Contest relating to Tax liabilities for which the Vendors would be required to indemnify the Purchaser Indemnified Parties pursuant to this Article 9 and which relate to the Pre-Closing Period, with counsel of the Representative's choice reasonably satisfactory to the Purchaser; provided, however, that the Representative must conduct the defense of the Tax Contest actively and diligently thereafter in order to preserve its rights in this regard; and provided further that the Purchaser may retain separate co-counsel at its sole cost and expense and participate in the defense of the Tax Contest. Notwithstanding the foregoing, the Representative shall not be entitled to settle, either administratively or after the commencement of litigation, any Tax Contest without the prior written consent of the Purchaser (not to be unreasonably withheld) unless the proposed settlement involves only the payment of money damages by one or more of the Vendors and does not impose an injunction or other equitable relief upon the Purchaser, and (B) the Purchaser will not consent to the entry of any judgment on or enter into any settlement with respect to the Tax Contest without the prior written consent of the Vendors (not to be unreasonably withheld).

9.9 Direct Claims Procedure.

In the event the Indemnified Party should have a claim for indemnification hereunder that does not involve a Third Party Claim, the Indemnified Party shall, as promptly as practicable, deliver to the Indemnifying Party and Escrow Agent each a written notice that contains: (i) a description and the amount (the "Claimed Amount") of any Damages incurred or suffered by the Indemnified Party; (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 9 and a reasonable explanation of the basis therefor; and (iii) a demand for payment by the Indemnifying Party. Within thirty (30) days after delivery of such written notice, the Indemnifying Party shall deliver to the Indemnified Party and Escrow Agent each a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount from the Escrow Amount (if the Escrow Amount is not sufficient for such recovery, upon written notice from the Indemnified Party, the Indemnifying Party shall pay the difference between the Claimed Amount and the Escrow Amount within ten days from the receipt of such notice, provided, that the Indemnified Party's recovery shall remain subject to any applicable limits set forth in Section 9.5); (B) agree that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount from the Escrow Amount (if the Escrow Amount is not sufficient for such recovery, upon written notice from the Indemnified Party, the Indemnifying Party shall pay the difference between the Claimed Amount and the Escrow Amount within ten days from the receipt of such notice, provided, that the Indemnified Party's recovery shall remain subject to any applicable limits set forth in Section 9.5); or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount.

If the Indemnifying Party contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute as promptly as practicable. If such dispute is not resolved within thirty (30) days following the delivery by the Indemnifying Party of such response, the Indemnified Party and the Indemnifying Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 11.7.

In the event that the Final Determination (as defined below) is in favor of the Indemnified Party with respect to all or a portion of the Claims Amount, promptly after receipt of such Final Determination but in any event no more than ten days after such receipt, the parties shall instruct the Escrow Agent to pay and, if applicable, the Indemnifying Party shall pay, in each case subject to Section 9.5, that portion of the Claims Amount to which the Indemnified Party is entitled pursuant to the Final Determination ("Agreed Amount"). If the Agreed Amount exceeds the Escrow Amount, upon written notice from the Indemnified Party, the Indemnifying Party shall pay the difference between the Agreed Amount and the Escrow Amount within ten days from the receipt of such notice. For purposes of this Agreement, the term "Final Determination" means either (i) instructions in writing executed by Indemnified Party and the Representative or their respective legal representatives, or (ii) an order of a court or arbitrator that has become final and non-appealable.

9.10 Right of Set-Off.

9.10.1 Each Vendor acknowledges and agrees that, solely at the Purchaser's option acting in good faith (and with no obligation on the Purchaser to elect to exercise such option), all or any portion of any amounts that the Vendors are required to pay pursuant to: (i) the terms of Sections 2.5; or (ii) any claim for indemnification made by a Purchaser Indemnified Party under this Article 9, may in each case be satisfied by a set-off and reduction by any Purchaser Indemnified Party of any amounts otherwise due to such Vendor under this Agreement or under any other Ancillary Agreement (subject in each case to Section 9.15). The right of set-off provided in this

Section 9.10 is not intended to be the exclusive means of collecting Damages incurred or suffered by any Purchaser Indemnified Party in connection with this Agreement.

9.10.2 The Purchaser acknowledges and agrees that, solely at the Representative's option acting in good faith (and with no obligation on the Representative to elect to exercise such option), all or any portion of any amounts that the Purchaser is required to pay to or for the benefit of the Vendors pursuant to this Agreement may in each case be satisfied by a set-off and reduction by any Vendor Indemnified Party of any amounts otherwise due to the Purchaser under this Agreement or under any other Ancillary Agreement (subject in each case to Section 9.15). The right of set-off provided in this Section 9.10 is not intended to be the exclusive means of collecting Damages incurred or suffered by any Vendor Indemnified Party in connection with this Agreement.

9.11 Treatment of Indemnification Payments.

Any payment made by the Vendors as an Indemnifying Party pursuant to this Article 9 will constitute a dollar-for-dollar decrease of the Aggregate Consideration and any payment made by the Purchaser as an Indemnifying Party pursuant to this Article 9 will constitute a dollar-for-dollar increase of the Aggregate Consideration. If a Governmental Authority successfully asserts that such indemnification payments are taxable, then such indemnification payments shall be made on an after-Tax basis.

9.12 Net Damages.

The amount of any Damages suffered or incurred by an Indemnified Party will be calculated on an after-Tax basis and net of: (i) any net amount actually recovered by such Indemnified Party from a third party with respect to such Damages; and (ii) any insurance proceeds actually received by such Indemnified Party with respect to such Damages under any insurance policy, excluding self-insurance arrangements and net of any deductible or other expenses incurred by such Indemnified Person in collecting any such insurance proceeds (including reasonable attorneys' fees and any premium increases directly related to obtaining such insurance proceeds).

9.13 No Contribution.

Each Vendor acknowledges and agrees that such Vendor's obligation to indemnify, defend and hold harmless the Purchaser Indemnified Parties pursuant to this Article 9 is an obligation solely of such Vendor and that from and after the Closing, none of the Vendors shall be entitled to contribution from, subrogation to or recovery against the Purchaser, the Company or any of their respective Affiliates with respect to any Damages imposed on or incurred by the Vendors in connection with this Agreement or the Contemplated Transactions arising out of, relating to or in respect of any period prior to the Closing or any breach by any of the Vendors of any of their representations, warranties, covenants or agreements set forth in this Agreement.

9.14 Fraud and Other Remedies.

Notwithstanding any other provision of this Agreement (including any other provision of this Article 9, but subject to the following sentence of this Section 9.14), and except as hereinafter set forth, the Vendors and the Purchaser acknowledge that the rights to indemnification under this Article 9 are the sole and exclusive remedy through which a Vendor or the Purchaser, or an Indemnified Party, may make any claim for Damages suffered or incurred in connection with any breach of this Agreement or the Contemplated Transactions, including any Fraud Claim, provided that the foregoing will not limit any Damages arising pursuant to any Ancillary Agreement (including any agreement delivered by a Vendor pursuant or in connection with this Agreement). Notwithstanding the foregoing, the Vendors and the

Purchaser agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached and, accordingly, each of the Parties will be entitled to an injunction or injunctions, without the posting of any bond, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

9.15 Sources and Sequence of Recovery

9.15.1 For indemnifiable Damages resulting from, in connection with or arising out of the matters described in Section 9.2.1, the Purchaser Indemnified Parties shall seek recovery for any Damages in respect of such matters:

9.15.1.1 first, from the Company's general liability insurance policy, and the Vendors agree that in connection therewith the survival period referenced in Section 9.1.1 will be deemed to be stayed until such time as, and will only re-commence once, a final resolution of such insurance claim (including, if applicable, a denial of coverage by the insurer) has been received by the Company or the Purchaser, as the case may be;

9.15.1.2 second, from the Escrow Amount;

9.15.1.3 third, from the Earnout Consideration (if earned and payable by the Purchaser as at such time);

9.15.1.4 fourth, by setting off against and in reduction of the number of Roll-Over Shares issuable and deliverable under the Share Deferral Agreements, which for such purpose will be valued at *[Redacted.]* per Purchaser Share (adjusted for any stock splits, dividends or distributions); and

9.15.1.5 fifth, directly from the Vendors.

9.15.2 For all other Damages subject to indemnification by the Vendors, the Purchaser Indemnified Parties shall seek recovery for any Damages in respect of such matters:

9.15.2.1 first, from the Escrow Amount;

9.15.2.2 second, from the Earnout Consideration payable to the applicable Vendor or Vendors (if earned and payable by the Purchaser as at such time);

9.15.2.3 third, by setting off against and in reduction of the number of Roll-Over Shares issuable and deliverable under the Share Deferral Agreements of the applicable Vendor or Vendors, which shares for such purpose will be valued at *[Redacted.]* Purchaser Share (adjusted for any stock splits, dividends or distributions); and

9.15.2.4 fourth, directly from the applicable Vendor or Vendors.

9.15.1 For indemnifiable Damages under Section 9.4, the Vendors Indemnified Parties shall be entitled to recovery directly from the Purchaser.

9.16 Indemnification in Case of Strict Liability or Negligence.

THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE 9 WILL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED UPON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LAWS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW OR PRODUCTS LIABILITY, SECURITIES OR OTHER LAW) AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED UPON THE PERSON SEEKING INDEMNIFICATION.

**ARTICLE 10
RELEASE**

10.1 Release.

Except for obligations of the other parties arising under this Agreement and the other Ancillary Agreements (such obligations being the "Release Exceptions"), each Vendor, on such Person's own behalf, and on behalf of each of such Person's Affiliates and each of their respective shareholders, partners, equityholders, directors, managers, officers, employees, agents, representatives (including legal representatives), heirs, administrators, executors, successors and assigns, with effect from the Closing, unconditionally and irrevocably waives, releases and forever discharges each of the Purchaser, the Company and each of their respective Affiliates and past, present and future shareholders, partners, equityholders, directors, managers, officers, employees, agents, representatives, advisors, lenders, insurers and any predecessors, successors or assigns of any of the foregoing (each, a "Released Person"), from any and all liability of any kind or nature, in each case, whether absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown, or due or to become due (the "Released Liabilities"), and each Vendor acknowledges and agrees that such Person will not seek to recover any amounts in connection therewith or thereunder from any Released Person; provided that nothing in this Section 10.1 will: (a) be deemed to constitute a release by such Person of any right to enforce its rights under this Agreement or any other Ancillary Agreement or not otherwise released pursuant to this Section 10.1; or (b) release the Company from any obligation that the Company might have to pay or provide a Vendor, or any of such Vendor's affiliates and each of their respective shareholders, partners, equityholders, directors, managers, officers, employees, agents, representatives (including legal representatives), heirs, administrators, executors, successors and assigns, with compensation, benefits or other entitlements which any such Person has as a result of his or her employment with the Company, including obligations arising under any employment-related statute or employment contract. Each Vendor acknowledges and agrees that the Released Liabilities specifically include any claims or other rights such Vendor may have under the Buy-Sell Agreement.

Each Vendor understands that this Section 10.1 is a full and final release of all claims, demands, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, that could have been asserted in any legal or equitable proceeding against any Released Person, except as expressly set forth in this Section 10.1. Each Vendor hereby acknowledges that such Vendor is aware that such Vendor may hereafter discover claims or facts in addition to or different from those that such Vendor now knows or believes to be true with respect to the matters released herein, but that it is the intention of such Vendor to fully and finally release all such claims, demands, causes of action and liabilities of any nature relative thereto that do exist, may exist or heretofore have existed.

10.2 Covenant not to Sue.

With effect from the Closing, each Vendor on such Vendor's own behalf, and on behalf of each of such Vendor's Affiliates and each of their respective shareholders, partners, equityholders, directors, managers, officers, employees, agents, representatives (including legal representatives), heirs, administrators, executors, successors and assigns, with effect from the Closing, irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Released Person, based upon any matter released pursuant to Section 10.1.

10.3 Representations and Warranties regarding Claims.

Each Vendor represents and warrants as of the Closing Date that such Vendor has not asserted any claim against any Released Person for indemnification or otherwise and that such Vendor is not aware of any claim by such Vendor other than the claims that are waived, released and forever discharged by Section 10.1. Each Vendor represents, warrants and covenants to the Released Persons as of the Closing Date that such Vendor has not assigned or transferred or purported to assign or transfer to any Person and will not assign or transfer all or any part of, or any interest in, any claim, contention, demand, cause of action (at law or in equity) or liability of any nature, character, or description whatsoever, that is or that purports to be released or discharged by Section 10.1.

**ARTICLE 11
GENERAL PROVISIONS**

11.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "Notice") must be in writing, sent by personal delivery, courier, facsimile or email transmission, or similar means of recorded electronic communication, addressed as follows:

11.1.1 If to the Purchaser, to:

[Redacted - personal information.]

11.1.2 If to the Vendors or the Representative, to the addresses of such parties set forth on Exhibit D.

A Notice is deemed to be given and received on the date on which it was delivered or transmitted if it is a Business Day and the delivery or transmission was made prior to 6:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

11.2 Counterparts.

This Agreement and the Ancillary Agreements may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.3 Amendments and Waivers.

This Agreement may not be amended or waived except by an instrument in writing signed by an authorized representative of the Purchaser and (i) before the Closing, the Company, and (ii) after the Closing, the Representative. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.4 Severability.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.5 Assignment; Successors and Assigns.

Neither this Agreement nor any of the rights, interests or obligations of any party hereunder may be assigned, delegated or otherwise transferred by such party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of each other party (it being understood and agreed that any consent provided by the Representative shall be deemed for all purposes to be a consent given by all of the Vendors), and any attempt to make any such assignment, delegation or other transfer without such consent shall be null and void; provided, however, that the Purchaser may assign its rights, interests and obligations under this Agreement and the Ancillary Agreements, without the consent of the other parties, to any Person who acquires all or substantially all of the assets and business of the Purchaser or to any Affiliate of the Purchaser, subject to the assumption in writing by such Person or Affiliate of the Purchaser's obligations hereunder; and provided, further, that the Purchaser may assign or encumber this Agreement or any of its rights and obligations hereunder as security for any indebtedness of the Purchaser or its Affiliates without the consent of the other parties. Subject to the preceding sentences, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11.6 No Third Party Beneficiaries.

Except for Section 6.10 and Article 9, which are intended to benefit and to be enforceable by the parties specified therein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party, other than the signatories to this Agreement and their respective successors and assigns permitted by Section 11.5, any right, remedy or claim under or by reason of this Agreement.

11.7 Governing Law.

This Agreement and all disputes and controversies relating to or arising out of this Agreement are governed by and will be interpreted and construed in accordance with the laws of the State of New York. The Vendors appoint the Representative as their agent for the service of any process with respect to any matter arising under or related to this Agreement or any Ancillary Agreement.

11.8 Interpretation; Absence of Presumption.

11.8.1 The table of contents, table of defined terms and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, except to the extent otherwise provided herein or that the context otherwise requires: (i) words used in the singular include the plural and words in the plural include the singular; (ii) reference to any gender includes the other gender; (iii) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (iv) the words "herein", "hereof", "hereto", "hereunder" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (v) reference to any Article, Section, Exhibit or Schedule shall mean such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition; (vi) reference to any Applicable Law shall mean such Applicable Law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability; and (vii) references to "\$" and "USD" are to the lawful currency of the United States of America. The parties intend that each representation, warranty and agreement contained in this Agreement will have independent significance. If any party has breached any representation, warranty or agreement in any respect, the fact that there exists another representation, warranty or agreement relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty or agreement. A statement that an item is listed, disclosed or described means that it is correctly listed, disclosed or described, and a statement that a copy of an item has been delivered means a true and correct copy of the item has been delivered. Whenever the last day for the exercise of any privilege or the discharge or any duty hereunder shall fall upon a day that is not a Business Day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a Business Day.

11.8.2 Each party acknowledges and agrees that the parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11.8.3 In the event of any inconsistency between the statements in this Agreement and statements in the Disclosure Schedule or the other schedules referred to herein, the statements in this Agreement will control and the statements in the Disclosure Schedule and the other schedules referred to herein will be disregarded to the extent of such inconsistency.

11.9 Representative; Power of Attorney.

11.9.1 Each Vendor hereby appoints and constitutes the Representative as its true and lawful agent and attorney-in-fact to act for and on behalf of such Vendor for the purpose of taking any and

all actions by such Vendor specified in or contemplated by this Agreement, including as agent and attorney-in-fact for such parties: (i) in connection with any termination of this Agreement pursuant to Section 8.1; (ii) in connection with any amendment or waiver of any provision of this Agreement pursuant to Section 11.3; (iii) in connection with the receipt of all agreements, certificates and other documents to be delivered by the Purchaser at the Closing pursuant to Section 2.14; (iv) with respect to the matters set forth in Section 2.5 relating to the calculation of Closing Cash, Closing Net Working Capital and Closing Indebtedness, and the matters set forth in Section 2.11 relating to the calculation of Gross Margin; (v) for the purpose of giving and receiving notices on behalf of the Vendors under this Agreement; and (vi) for the purpose of defending all indemnity claims pursuant to Article 9, consenting to, compromising or settling all such indemnity claims, and conducting negotiations with the Purchaser under this Agreement (including pursuant to Section 9.8.6).

11.9.2 For greater certainty, the assumption by the Representative of the responsibilities set out in this Section 11.9 does not make the Representative personally responsible for amounts owing by any of the Vendors hereunder except in the Representative's capacity as a Vendor. In each such case in this Agreement, the Purchaser shall be entitled to direct all communications through, and rely on decisions made by, the Representative. With respect to all such matters, the Representative may: (i) take any and all actions (including without limitation executing and delivering any documents), incurring any costs and expenses for the account of the Vendors and make any and all determinations which may be required or permitted to be taken by the Vendors under this Agreement; (ii) exercise such other rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement; (iii) dispute or refrain from disputing any claim made by the Purchaser Indemnified Parties under this Article 11; (iv) negotiate and compromise any dispute that may arise under and exercise or refrain from exercising any remedies available under this Agreement; (v) execute any settlement agreement, release or other document with respect to such dispute or remedy; and (vi) exercise such rights, power and authority as are incidental to the foregoing. Any decision, act, consent or instruction of the Representative under this Agreement shall constitute a decision of all of the Vendors and shall be final, binding and conclusive upon all of the Vendors, and the Purchaser shall be entitled to rely upon any such decision, act, consent or instruction of the Representative as being the decision, act, consent or instruction of all of the Vendors.

11.9.3 The limited power of attorney granted hereby is coupled with an interest and shall: (i) survive and not be affected by the subsequent death, incapacity, disability, bankruptcy or dissolution, as applicable, of any Vendor; and (ii) extend to each Vendor's respective and applicable heirs, executors, administrators, legal representatives, successors and assigns, as applicable.

11.9.4 Each Vendor hereby agrees to indemnify, defend and hold harmless the Representative from and against any and all loss, liability or expense (including the reasonable fees and expenses of the Representative's attorneys) arising out of or in connection with any act or failure to act of the Representative hereunder, except to the extent that such loss, liability or expense is finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of the Representative.

11.9.5 The Representative may resign at any time, effective immediately upon notice to the Vendors and the Purchaser. In the event of the resignation of the Representative, another Person shall be appointed by a majority of the Vendors. Notices or communications to or from the Representative shall constitute notice to or from each Vendor.

11.9.6 The Representative may, in all questions arising hereunder, rely on the advice of counsel and the Representative shall not be liable to anyone for anything done, omitted or suffered by the Representative based on such advice. The Representative undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Representative. The Representative shall not be liable to the Vendors for any error of judgment, or any act done or step taken or omitted in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except for his own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

11.9.7 Each Vendor shall pay its Percentage Interest of all costs and expenses (including those of any legal counsel or other professional retained by the Representative) in connection with the acceptance or administration of the Representative's duties hereunder, and shall reimburse the Representative for any costs or expenses incurred by the Representative pursuant to this Agreement and the Ancillary Agreements and the Contemplated Transactions.

11.10 Continuing Counsel.

The Purchaser hereby acknowledges that each of Marcy Romani, Esq. and GTC Law Group PC (each, a "Counsel") has acted as counsel to the Company with respect to this Agreement and the Contemplated Transactions. The following provisions apply to the attorney-client relationship between each Counsel, the Company, and the Vendors after the Closing. The Purchaser agrees that (a) it will not, and will cause the Company not to, seek to disqualify either Counsel from acting and continuing to act as counsel to the Vendors or the Representative to the extent relating to a dispute hereunder or the defense or prosecution of any claim relating to the Contemplated Transactions, and (b) the Company and the Vendors have a reasonable expectation of privacy with respect to their communications (including any communications using the Company's computer and email systems and servers) with each Counsel before the Closing to the extent that such communications relate, directly or indirectly, to the Contemplated Transactions. The Purchaser agrees that it will, and will cause the Company to, respect the confidentiality and privileged nature of all such communications between each Counsel, the Company and the Vendors, and the Purchaser shall not, and will cause the Company not to, seek discovery of any such communications or otherwise claim any right of access or use to any such communications.

11.11 Entire Agreement.

This Agreement (including the Disclosure Schedule, the Exhibits and the other schedules referred to herein and which form part hereof) and the Ancillary Agreements contain the complete agreement among the parties and supersede any prior understandings, agreements or representations by or among the parties, whether written or oral, with respect to the subject matter hereof and thereof (including the Letter of Intent). This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered as of the date first written above.

Witness:

[Redacted - personal information.]

Witness:
:

[Redacted - personal information.]

Witness:

[Redacted - personal information.]

Witness:

[Redacted - personal information.]

RELIANT WEB HOSTING INC.

By: "*William Di Nardo*" (signed) _____
Name: William Di Nardo
Title: Chief Executive Officer

Exhibit A
List of Vendors

[Redacted - personal information.]

Percentage Interests

[Redacted - personal information.]

Allocation of Aggregate Consideration:

[Redacted - commercially sensitive information.]

Exhibit B
Methodology used to Calculate Net Working Capital

[Redacted - commercially sensitive information.]

Exhibit C
Methodology used to Calculate Net Income and Gross Margin

[Redacted - commercially sensitive information.]

Exhibit D
Vendors' Addresses

[Redacted - personal information.]

Exhibit E
Conversion Documents

[Redacted - commercially sensitive information.]

Disclosure Schedules

[Redacted - commercially sensitive information.]

Section 1.1

Knowledge of the Vendors

[Redacted - personal information.]

Section 3.1

Organization

[Redacted - commercially sensitive information.]

Section 3.2

Organizational Documents and Corporate Records

[Redacted - commercially sensitive information.]

Section 3.3.2

No Conflicts; Required Consents

[Redacted - commercially sensitive information.]

Section 3.4.1

Capitalization

[Redacted - personal information.]

Section 3.5

No Subsidiaries and Investments

[Redacted - commercially sensitive information.]

Section 3.6.1

Financial Statements

[Redacted - commercially sensitive information.]

Section 3.7.2

No Undisclosed Liabilities; Indebtedness and Liens

[Redacted - commercially sensitive information.]

Section 3.8

Absence of Certain Changes

[Redacted - commercially sensitive information.]

Section 3.9

Material Contracts

[Redacted - commercially sensitive information.]

Section 3.10

Legal Proceedings

[Redacted - commercially sensitive information.]

Section 3.11

Compliance with Laws

[Redacted - commercially sensitive information.]

Section 3.12

Licenses

[Redacted - commercially sensitive information.]

Section 3.13

Title to and Sufficiency of Assets

[Redacted - commercially sensitive information.]

Section 3.14

Real Property

[Redacted - commercially sensitive information.]

Section 3.16

Intellectual Property

[Redacted - commercially sensitive information.]

Section 3.17

Software and Technology

[Redacted - commercially sensitive information.]

Section 3.18

Privacy and Confidentiality

[Redacted - commercially sensitive information.]

Section 3.19

Tax Matters

[Redacted - commercially sensitive information.]

Section 3.21

Business Employees and Independent Contractors

[Redacted - personal information.]

Section 3.22

Employment Matters

[Redacted - personal information.]

Section 3.23

Employee Benefit Matters

[Redacted - commercially sensitive information.]

Section 3.24

Insurance

[Redacted - commercially sensitive information.]

Section 3.25

Customers and Clients

[Redacted - commercially sensitive information.]

Section 3.27

Bank Accounts; Powers of Attorney; Directors and Officers

[Redacted - commercially sensitive information.]

Section 4.2.2

No Conflicts; Required Consents of Vendors

[Redacted - commercially sensitive information.]

Purchaser Disclosure Letter

[Redacted - commercially sensitive information.]

SECTION 5.4 – NO CONFLICTS; REQUIRED CONSENTS

[Redacted - commercially sensitive information.]

SECTION 5.5 – CAPITALIZATION

[Redacted - personal information.]

SECTION 5.8 – FINANCIAL STATEMENTS

[Redacted - commercially sensitive information.]

SECTION 5.9 – NO UNDISCLOSED LIABILITIES; INDEBTEDNESS AND LIENS

[Redacted - commercially sensitive information.]

SECTION 5.10 – INTELLECTUAL PROPERTY

[Redacted - commercially sensitive information.]

SECTION 5.11 – TAX MATTERS

[Redacted - commercially sensitive information.]