EXECUTION VERSION

UNDERWRITING AGREEMENT

October 23, 2020

Pivotree Inc.
250 Yonge Street, 16th Floor
Toronto, Ontario M5B 2L7

Ladies and Gentlemen:

Canaccord Genuity Corp. (the "**Lead Underwriter**"), National Bank Financial Inc. ("**NBF**"), Cormark Securities Inc. and Paradigm Capital Inc. (collectively with the Lead Underwriter, the Underwriters and each individually, an Underwriter) understand that, subject to the terms and conditions stated herein, Pivotree Inc. (the "**Corporation**") proposes to issue and sell to the Underwriters 7,059,000 Common Shares (as defined below) (the "**Purchased Shares**"). The Purchased Shares shall have the material attributes described in, and contemplated by, the Final Prospectus (as defined below) which we understand will be filed concurrently with the execution and delivery of this Agreement.

On the basis of the representations, warranties, covenants and agreements contained herein, but subject to the terms and conditions herein set forth, the Underwriters hereby severally (and not jointly or jointly and severally) agree to subscribe for or purchase, as applicable, in the respective percentages set out in Section 16 of this Agreement from the Corporation, and by its acceptance of this Agreement the Corporation hereby agrees to issue to the Underwriters, all but not less than all of the Purchased Shares, at the purchase price of $8.50 (the "**Purchase Price**") per Purchased Share, being an aggregate purchase price of $60,001,500.

In addition, by acceptance of this Agreement, the Corporation grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to 1,058,850 additional Common Shares (the "**Over-Allotment Shares**", and together with the Purchased Shares, the "**Shares**") in the aggregate, representing up to 15% of the Purchased Shares, on the same terms (including the Underwriters' Commission (as defined below)) as the purchase of the Purchased Shares. If the Underwriters elect to exercise the Over-Allotment Option in whole or in part, the Lead Underwriter shall notify the Corporation in writing not later than 5:00 p.m. (Toronto time) on the 30th day following the Closing Date (as defined below), which notice shall specify the number of Over-Allotment Shares to be purchased by the Underwriters and the date and time at which such Over-Allotment Shares are to be purchased (the "**Over-Allotment Closing Time**"). Such date may be the same as the Closing Date but not (i) earlier than the Closing Date; nor (ii) later than five Business Days after the date of such notice (each an "**Over-Allotment Closing Date**"). The Over-Allotment Shares may be purchased solely for the purpose of covering over-allotments made in connection with the Offering of the Purchased Shares, if any, and for market stabilization purposes. If any Over-Allotment Shares are purchased, each Underwriter agrees, severally (and not jointly or jointly and severally), to purchase that number of Over-Allotment Shares (subject to such adjustments to eliminate fractional shares as the Lead Underwriter may determine) equal to the total number of Over-Allotment Shares to be purchased multiplied by the percentage set out in Section 16 opposite the name of such Underwriter.

The Underwriters propose to distribute the Shares in Canada pursuant to the Final Prospectus (as defined below) and to reoffer and resell such Shares in the United States to Qualified Institutional Buyers (as defined below) in accordance with Rule 144A (as defined below).

The Shares have not been and will not be registered under the U.S. Securities Act (as defined below) or the securities laws of any state of the United States and, as contemplated by the U.S. Placement Memorandum (as defined below) and Schedule A hereto, which is incorporated into and forms a part of this Agreement, will be (i) reoffered and resold only within the United States exclusively by the Underwriters, through their U.S. Affiliates (as defined below), to Qualified Institutional Buyers (as defined below) in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by such Rule 144A and in reliance on exemptions under applicable state securities laws; or (ii) offered and sold by the Underwriters outside the United States in compliance with Regulation S under the U.S. Securities Act.

The Underwriters hereby agree that 1,764,706 Shares shall be reserved for sale to (i) certain directors, officers and shareholders of the Corporation and its affiliates (the "**President's List Allocation**"), and (ii) certain directors, officers, equity holders, advisors and strategic partners of Eventi Capital Partners Inc. and its affiliates (the "**Eventi Allocation**"), each as identified by the Corporation as part of the distribution of Shares by the Underwriters and subject to the terms and conditions hereof. The Eventi Allocation shall not represent more than 7.25% of the aggregate number of Shares sold under the Offering, and the President's List Allocation and the Eventi Allocation shall not represent, on a combined basis, more than 14.49% of the aggregate number of Shares sold under the Offering.

In consideration of the agreement by the Underwriters to purchase the Shares and to offer them to the public, the Corporation agrees to pay to the Underwriters at the Closing Time (as defined below) an Underwriters' Commission equal to 6.0% of the gross proceeds from the sale of the Shares (the "**Underwriters' Commission**"), except for those Shares that are subject to the President's List Allocation and the Eventi Allocation. The Underwriters' Commission shall be inclusive of a work fee, payable by the syndicate, of 6.0% of the Underwriters' Commission, which work fee shall be split equally by the Lead Underwriter and NBF. In relation to the President's List Allocation and the Eventi Allocation, (i) the Corporation agrees to pay to the Underwriters a fee equal to 3.0% of the gross proceeds from the sale of the Shares purchased by the Underwriters from the Corporation and thereafter sold to certain directors, officers and shareholders of the Corporation and its affiliates as part of the President's List Allocation (the "**President's List Exemption**"), and (ii) no fee shall be payable to the Underwriters for Shares purchased by the Underwriters from the Corporation and thereafter sold to certain directors, officers, equity holders, advisor and strategic partners of Eventi Capital Partners Inc. and its affiliates as part of the Eventi Allocation (the "**Eventi Exemption**"), provided, however, that each purchaser identified in clauses (i) and (ii) provides a waiver in a form acceptable to the Underwriters with respect to any liability for such purchase. The Eventi Exemption will be applicable for up to $5.0 million of proceeds of the Offering, and the President's List Exemption and Eventi Exemption, on a combined basis, will be applicable for up to $10.0 million of proceeds of the Offering. For greater certainty, for any proceeds raised from the President's List Allocation and/or Eventi Allocation in excess of the foregoing amounts, the fee payable to the Underwriters will be 6.0% of the gross proceeds from the sale of such Shares. Notwithstanding the foregoing, any proposed change to the pre-agreed list of purchasers and Share allocations currently constituting the President's List Allocation and the

Eventi Allocation will need to be agreed upon in writing between the Corporation and the Lead Underwriter.

TERMS AND CONDITIONS

The following are additional terms and conditions of this Agreement among the Corporation and the Underwriters.

1. Definitions

(1) Where used in this Agreement, or in any amendment to this Agreement, the following terms will have the following meanings, respectively:

"**1746546 Ontario**" means 1746546 Ontario Inc.

"**2464732 Ontario**" means 2464732 Ontario Inc.

"**2608313 Ontario**" means 2608313 Ontario Inc.

"affiliate" means an affiliate as defined in National Instrument 45-106 – *Prospectus Exemptions*.

"Agreement" means this underwriting agreement.

"Anti-Money Laundering Laws" has the meaning given to that term in Section 8(1)(uu) of this Agreement.

"Board of Directors" means the board of directors of the Corporation.

"Business Day" means a day which is not a Saturday, a Sunday or a day on which Canadian chartered banks are not open for business in Toronto, Ontario.

"Canadian Securities Laws" means, collectively, the applicable securities laws of each of the Qualifying Jurisdictions including the respective regulations and rules made under those securities laws together with all applicable published national and local instruments, policy statements, notices, blanket orders and rulings of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions.

"CDS" means CDS Clearing and Depository Services Inc.

"Claim" has the meaning given to that term in Section 14(3) of this Agreement.

"Closing" means the completion of the issue and sale by the Corporation and the purchase by the Underwriters of the Purchased Shares pursuant to this Agreement.

"Closing Date" means October 30, 2020 or any earlier or later date as may be agreed to in writing by the Corporation and the Lead Underwriter on behalf of the Underwriters, each acting reasonably, provided such date is no later than November 29, 2020.

"Closing Time" means 8:00 a.m. (Toronto time) on the Closing Date, or any other time on the Closing Date as may be agreed to by the Corporation and the Lead Underwriter on behalf of the Underwriters.

"Common Shares" means common shares in the capital of the Corporation.

"Communication" has the meaning given to that term in Section 20(1) of this Agreement.

"Comparables" has the meaning given to it in Part 13 of NI 41-101.

"Condition of the Corporation" means the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its Subsidiaries taken as a whole.

"Continuing Underwriters" has the meaning given to that term in Section 16 of this Agreement.

"Corporation" has the meaning given to that term above.

"Corporation IP" means the Intellectual Property that is owned by the Corporation or its Subsidiaries, whether through development, creation, conception or acquisition.

"Corporation's Auditors" means the Corporation's independent auditor, BDO Canada LLP.

"Corporation's Counsel" means Owens Wright LLP.

"Credit Agreements" means the credit agreement dated February 14, 2020 between the Corporation and Beedie Investments Ltd. and the amended and restated credit agreement dated May 2, 2019, as amended, between the Corporation and the Bank of Montreal.

"Defaulted Shares" has the meaning given to that term in Section 16 of this Agreement.

"Distribution" has the meaning given to that term under Canadian Securities Laws.

"Environmental Laws" has the meaning given to that term in Section 8(1)(ss) of this Agreement.

"**Eventi Allocation**" has the meaning given to that term above.

"**Eventi Entities**" means 1746546 Ontario, 2464732 Ontario and 2608313 Ontario.

"Eventi Exemption" has the meaning given to that term above.

"FCPA" has the meaning given to that term in Section 8(1)(tt) of this Agreement.

"Final Passport System Decision Document" means the receipt issued by the OSC, in its capacity as principal regulator under the Passport System, evidencing that final receipts of the Securities Commissions in each of the Qualifying Jurisdictions have been issued in respect of the Final Prospectus.

"Final Prospectus" means the (final) long-form prospectus of the Corporation dated October 23, 2020 relating to the qualification for Distribution of the Shares and the Over-Allotment Option in the Qualifying Jurisdictions in the English and French languages.

"Financial Information" has the meaning given to that term in Section 3(1)(e) of this Agreement.

"First Amended Preliminary Passport System Decision Document" means the receipt issued by the OSC, in its capacity as principal regulator under the Passport System, evidencing that receipts of the Securities Commissions in each of the Qualifying Jurisdictions (other than Quebec) have been issued in respect of the First Amended Preliminary Prospectus.

"First Amended Preliminary Prospectus" means the amended and restated preliminary long form prospectus of the Corporation dated October 6, 2020 relating to the qualification for Distribution of the Shares and the Over-Allotment Option in the Qualifying Jurisdictions (other than Quebec) in the English language.

"Governmental Body" means any:

(i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign,

(ii) any subdivision, agent, commission, board or authority of any of the foregoing, or

(iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes Regulatory Authorities.

"Hazardous Materials" has the meaning given to that term in Section 8(1)(ss) of this Agreement.

"IFRS" means International Financial Reporting Standards.

"Indemnified Party" has the meaning given to that term in Section 4 of this Agreement.

"Intellectual Property" means, without limitation:

(i) trademarks, including brand names, trade names, registered and unregistered trademarks, service marks, certification marks, distinguishing guises, trade dress, get-up, logos and other indications of origin, and the goodwill associated with any of the foregoing;

(ii) patents, including patents, patent applications (including all divisionals, continuations, continuation-in-part applications, renewals, re-examinations, extensions), reissues, patent rights and related applications and registrations thereto;

(iii) copyrights, writing and other copyrightable works of authorship, including software and all rights thereto (including all computer software and programs (in 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, data bases and related documentation);

(iv) designs, design registrations, design registration applications, industrial designs, industrial design registrations, industrial design registration applications, design patents and design patent applications, integrated circuit topographies, maskworks, maskwork registrations and applications for maskwork registrations; and

(v) proprietary and non-public business information, including trade secrets, know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, research and development information, customer lists, business plans and marketing plans.

"Investor Presentation" means the Template Version of the Investor Presentation (in both the English and French languages unless the context indicates otherwise) filed with the Securities Commissions on October 7, 2020.

"Laws" means Canadian Securities Laws and all statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgement, order, decision, ruling or award and terms and conditions of any grant of approval, permission, authority or license of any Governmental Body, and the term "applicable" with respect to such Laws apply to such persons or its or their business, undertaking, property or securities and emanate from a Governmental Body having jurisdiction over the person or persons or its or their business, undertaking, property or securities.

"Lead Underwriter" has the meaning given to that term above.

"Licensed IP" means the Intellectual Property owned by any person other than the Corporation or its Subsidiaries and which the Corporation or its Subsidiaries uses under license.

"Lien" means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), title retention agreement or other encumbrance of any nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation.

"Lock-up Agreements" has the meaning given to that term in Section 11(1)(j) of this Agreement.

"Marketing Materials" has the meaning given to it in Part 1 of NI 41-101.

"Marketing Materials of the Corporation" means, collectively, the Investor Presentation and the Template Version of the indicative term sheet (in both the English and French languages unless the context indicates otherwise) filed with the Securities Commissions on October 7, 2020.

"misrepresentation", **"material fact"**, **"material change"**, **"person"** and **"company"** means, with respect to circumstances to which the Canadian Securities Laws of a particular Qualifying Jurisdiction are applicable, a misrepresentation, material fact, material change, person or company, respectively, as defined under the Canadian Securities Laws of that Qualifying Jurisdiction and, if not so defined or in circumstances in which the particular Canadian Securities Laws of a particular Qualifying Jurisdiction are not applicable, mean a misrepresentation, material fact, material change, person or company, respectively, as defined under the *Securities Act* (Ontario).

"NI 41-101" means National Instrument 41-101 – *General Prospectus Requirements*.

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*.

"OFAC" has the meaning given to that term in Section 8(1)(vv) of this Agreement.

"Offering" means the Distribution of the Purchased Shares and the Over-Allotment Shares, in each case pursuant to this Agreement and as contemplated by the Prospectus.

"Offering Documents" means the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum, the Marketing Materials of the Corporation and any Supplementary Material.

"OSC" means the Ontario Securities Commission.

"Over-Allotment Shares" has the meaning given to that term above.

"Over-Allotment Closing Date" has the meaning given to that term above.

"Over-Allotment Closing Time" has the meaning given to that term above.

"Over-Allotment Option" has the meaning given to that term above.

"Passport System" means the passport system procedures provided for under Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*.

"Permitted Liens" means:

(i) Liens for taxes and other governmental charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings,

(ii) Liens imposed by law and incurred in the ordinary course for obligations not yet due or delinquent,

(iii) Liens in respect of pledges or deposits under workers compensation, social security or similar laws, other than with respect to any amounts which are due or delinquent, unless such amounts are being contested in good faith by appropriate proceedings,

(iv) Liens granted to secure obligations under the Credit Agreements,

(v) Liens for indebtedness arising in the ordinary course of business which is incurred to pay all or part of the purchase price of any personal or movable property, and

(vi) Liens described in the Offering Documents.

"person" includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Body or other organization or entity, whether or not a legal entity, however designated or constituted.

"Preliminary Passport System Decision Document" means the receipt issued by the OSC, in its capacity as principal regulator under the Passport System, evidencing that receipts of the Securities Commissions in each of the Qualifying Jurisdictions (other than Quebec) have been issued in respect of the Preliminary Prospectus.

"Preliminary Prospectus" means the preliminary long form prospectus of the Corporation dated September 25, 2020 relating to the qualification for Distribution of the Shares and the Over-Allotment Option in the Qualifying Jurisdictions (other than Quebec) in the English language.

"President's List Allocation" has the meaning given to that term above.

"President's List Exemption" has the meaning given to that term above.

"Proceedings" has the meaning given to that term in Section 8(1)(z) of this Agreement.

"Prospectus" means any one of the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus and the Final Prospectus.

"Prospectus Amendment" means any amendment to the Second Amended Preliminary Prospectus or the Final Prospectus.

"Purchase Price" has the meaning given to that term above.

"Purchased Shares" has the meaning given to that term above.

"Qualified Institutional Buyer" means a qualified institutional buyer as that term is defined in Rule 144A.

"Qualifying Jurisdictions" means, collectively, Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Québec, Prince Edward Island and Saskatchewan.

"Refusing Underwriter" has the meaning given to that term in Section 16 of this Agreement.

"Regulation S" means Regulation S adopted by the SEC pursuant to the U.S. Securities Act.

"Regulatory Authorities" means the Securities Commissions, the SEC and the TSXV.

"Reorganization" means the transactions that are to occur prior to the Closing Time as described in the Prospectus under the heading "About This Prospectus – Reorganization".

"Rule 144A" means Rule 144A adopted by the SEC pursuant to the U.S. Securities Act.

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

"Second Amended Preliminary Passport System Decision Document" means the receipt issued by the OSC, in its capacity as principal regulator under the Passport System, evidencing that receipts of the Securities Commissions in each of the Qualifying Jurisdictions have been issued in respect of the Second Amended Preliminary Prospectus.

"Second Amended Preliminary Prospectus" means (i) the second amended and restated preliminary long form prospectus of the Corporation dated October 7, 2020 in each of the Qualifying Jurisdictions (other than Quebec), and (ii) the preliminary long form prospectus of the Corporation dated October 7, 2020 in Quebec, relating to the qualification for Distribution of the Shares in the applicable Qualifying Jurisdictions in the English and French languages.

"Securities Commission" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions.

"Selling Firms" means the Underwriters together with such other investment dealers and brokers through which the Underwriters may sell Shares to the public under the terms of this Agreement.

"Shares" has the meaning given to that term above.

"**Spark::Red**" means Spark::Red Inc.

"Standard Term Sheet" has the meaning given to that term under NI 41-101.

"Subsidiary" means a subsidiary as defined in Section 1.1 of National Instrument 45-106 – *Prospectus Exemptions*, and Subsidiaries means more than one such Subsidiary.

"Supplementary Material" means, collectively, any Prospectus Amendment (including the Marketing Materials of the Corporation incorporated by reference therein) and/or the U.S. Placement Memorandum required to be prepared and/or filed by the Corporation under Canadian Securities Laws or U.S. Securities Laws, as the case may be.

"Tax Act" means the *Income Tax Act* (Canada).

"Template Version" has the meaning given to that term in NI 41-101.

"**ThinkWrap**" means ThinkWrap Solutions Inc.

"TMX Group" has the meaning given to that term in Section 30 of this Agreement.

"Transfer Agent" means TSX Trust Company.

"TSXV" means the TSX Venture Exchange.

"U.S. Affiliate" means the United States registered broker-dealer of an Underwriter;

"U.S. Exchange Act" means the United States *Securities Exchange Act of 1934*, as amended, including the rules and regulations thereunder.

"U.S. Placement Memorandum" means the preliminary and final U.S. private placement memorandum (which shall include the Second Amended Preliminary Prospectus and Final Prospectus, respectively) used to make offers and sales of Common Shares in the United States to Qualified Institutional Buyers pursuant to Rule 144A.

"U.S. Securities Act" means the United States *Securities Act of 1933*, as amended, including the rules and regulations thereunder.

"U.S. Securities Laws" means all applicable securities legislation in the United States, including, the U.S. Securities Act and the U.S. Exchange Act.

"Underwriters" has the meaning given to that term above.

"Underwriters' Commission" has the meaning given to that term above.

"Underwriters' Counsel" means Goodmans LLP.

"United States" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

(2) Capitalized terms used but not defined in this Agreement have the meanings given to them in the Final Prospectus.

(3) Any reference in this Agreement to a section, paragraph, subsection, subparagraph, clause or subclause will refer to a section, paragraph, subsection, subparagraph, clause or subclause of this Agreement.

(4) All words and personal pronouns relating to those words will be read and construed as the number and gender of the party or parties referred to in each case required and the verb will be construed as agreeing with the required word and/or pronoun.

(5) In this Agreement, all references to money amounts are to Canadian currency.

(6) The schedules to this Agreement are incorporated by reference in, and form an integral part of, this Agreement.

2. Qualification of the Offered Securities

(1) The Corporation shall fulfill and comply with, to the satisfaction of the Underwriters, acting reasonably, all requirements of applicable Canadian Securities Laws to be fulfilled or complied with by it to qualify the Distribution of the Shares in the Qualifying Jurisdictions by or through the Underwriters and other properly registered Selling Firms who have complied with the relevant provisions of Canadian Securities Laws. The Corporation represents and warrants to the Underwriters that the Corporation has prepared and filed the Preliminary Prospectus, the First Amended Preliminary Prospectus and the Second Amended Preliminary Prospectus with the Securities Commissions and has obtained a Preliminary Passport System Decision Document, the First Amended Preliminary Passport System Decision Document and the Second Amended Preliminary Passport System Decision Document evidencing the issuance by the Securities Commissions of receipts for the Preliminary Prospectus, the First Amended Preliminary Prospectus and the Second Amended Preliminary Prospectus, respectively. The Corporation also represents and warrants to the Underwriters that the Corporation has filed the Marketing Materials of the Corporation with the Securities Commissions. The Corporation covenants that it shall as soon as possible and, in any event, by not later than 5:00 p.m. (Toronto time) on October 23, 2020, file in accordance with Canadian Securities Laws the Final Prospectus in form and substance satisfactory to the Underwriters together with all other documents and certificates required to be filed under Canadian Securities

Laws in each of the Qualifying Jurisdictions and obtain a Final Passport System Decision Document therefor by 1:00 p.m. (Toronto time) on October 26, 2020 or such later date to which the Corporation and the Underwriters may agree. The Corporation shall co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate in the preparation of the Final Prospectus and to conduct all due diligence investigations which any of the Underwriters reasonably require in order to (i) fulfill their obligations as Underwriters under Canadian Securities Laws and, to the extent applicable, U.S. Securities Laws and (ii) enable the Underwriters to responsibly execute the certificate contained in the Final Prospectus required to be executed by them. The Corporation shall promptly provide copies of the Final Passport System Decision Document to the Lead Underwriter and the Underwriters' Counsel as soon as it has been obtained.

(2) The Corporation shall, as soon as possible and in any event by the Closing Time, fulfill and comply with, to the satisfaction of the Underwriters, acting reasonably, all legal requirements to be fulfilled and complied by it to enable the Shares to be lawfully reoffered and resold in the United States in accordance with Schedule A hereto.

3. Documents to be Delivered

(1) On or prior to the time of filing of the Final Prospectus, the Corporation shall deliver to the Underwriters (except to the extent such documents have been previously delivered to the Underwriters or are available on SEDAR):

(a) a copy of the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus and the Final Prospectus in the English language signed as required by the laws of each of the Qualifying Jurisdictions and a copy of the U.S. Placement Memorandum prepared as contemplated in Schedule A hereto;

(b) a copy of the Second Amended Preliminary Prospectus and the Final Prospectus in the French language signed as required by the laws of the Province of Québec;

(c) a copy of all other documents and certificates that were required to be filed by the Corporation under Canadian Securities Laws;

(d) a long form comfort letter of the Corporation's Auditors dated the date hereof, addressed to the Underwriters and the Board of Directors, in form and substance satisfactory to the Underwriters and the Underwriter's Counsel, verifying certain financial and accounting information relating to the Corporation and other numerical data in the Marketing Materials of the Corporation and the Final Prospectus, which comfort letter shall be based on a review by the Corporation's Auditors having a cut-off date of not more than two Business Days prior to the date of the letter and shall be in addition to the reports of the Corporation's Auditors contained in the Final Prospectus and the consent letter of the Corporation's Auditors addressed to the Securities Commissions;

(e) opinions of the Corporation's Auditors dated the date of the Second Amended Preliminary Prospectus and the date of the Final Prospectus, addressed to the Underwriters, in form and substance satisfactory to the Underwriters and the

Underwriters' Counsel, to the effect that the French language version of (i) the financial statements of the Corporation forming part of each of the Second Amended Preliminary Prospectus and the Final Prospectus, consisting of the (A) unaudited condensed interim consolidated financial statements of the Corporation for the three and six month periods ended June 30, 2020 and 2019, together with the notes thereto; and (B) audited consolidated financial statements of the Corporation for the years ended December 31, 2019 and 2018, together with the Corporation's Auditors report thereon and the notes thereto; (ii) the sections Non-IFRS Measures and Industry Metrics, Summary Consolidated Financial Information, Consolidated Capitalization and Index to Financial Statements set out in the Second Amended Preliminary Prospectus and the Final Prospectus and (iii) Management's Discussion and Analysis of Financial Condition and Results of Operations set out in the Second Amended Preliminary Prospectus and the Final Prospectus (all of the foregoing, collectively known as the "**Financial Information**") is a complete and proper translation of the English language version thereof;

(f) opinions of Québec counsel to the Corporation, dated the date of Second Amended Preliminary Prospectus and the date of the Final Prospectus, addressed to the Underwriters, in form and substance satisfactory to the Underwriters and the Underwriters' Counsel, to the effect that, except for the Financial Information, the French language version of each of the Second Amended Preliminary Prospectus and the Final Prospectus is a complete and proper translation of the English language version thereof;

(g) evidence satisfactory to the Underwriters and the Underwriters' Counsel, acting reasonably, that the Corporation has received all necessary corporate and shareholder approvals to effect the Reorganization and the Offering at or prior to the Closing Time; and

(h) a letter from the TSXV advising the Corporation that conditional approval of the listing of the Shares has been granted by the TSXV, subject to the satisfaction of certain usual conditions set out therein.

(2) The Corporation shall also deliver to the Underwriters promptly after the filing of the Final Prospectus in the Qualifying Jurisdictions, but in any event prior to the Closing Time, a copy of all such documents and certificates that are required to be filed by the Corporation in connection with the Final Prospectus under Canadian Securities Laws.

4. Prospectus Amendments and other Supplementary Materials

(1) Subject to compliance with Section 7, in the event that the Corporation is required by Canadian Securities Laws to prepare and file any Prospectus Amendment, the Corporation shall promptly deliver to the Underwriters duly signed copies of any Prospectus Amendment and any other document required to be filed under Section 7(2). The Prospectus Amendment shall be in form and substance satisfactory to the Underwriters, acting reasonably. Concurrently with the delivery of any Prospectus Amendment, the Corporation shall deliver to the Underwriters with respect to such Prospectus Amendment, letters and opinions similar to those referred to in Section 3(1)(c) through Section 3(1)(f).

(2) Subject to compliance with Section 7, in the event that the Corporation is required by Canadian Securities Laws or U.S. Securities Laws, as the case may be, to prepare and file any Supplementary Material other than a Prospectus Amendment, the Corporation shall promptly deliver to the Underwriters such Supplementary Material. Such Supplementary Material shall be in form and substance satisfactory to the Underwriters, acting reasonably.

5. Delivery Constitutes Representation and Consent

(1) Delivery of the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, the U.S. Placement Memorandum and any other Supplementary Material shall constitute, at the respective times of delivery,

(a) a representation and warranty by the Corporation to the Underwriters that:

(i) all information and statements (except information and statements relating solely to the Underwriters furnished to the Corporation in writing specifically for use therein) contained in the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, the U.S. Placement Memorandum and any other Supplementary Material are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Shares as required by Canadian Securities Laws (except facts or information provided in writing by, and relating solely to, the Underwriters);

(ii) the statistical, industry and market-related data included in the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, the U.S. Placement Memorandum and any other Supplementary Material are based on or derived from sources that are believed by the Corporation to be reliable and accurate in all material respects, and the Corporation has, where required, obtained the consent to the use of such data or information from such sources or has otherwise satisfied itself that the use of such data or information is permitted;

(iii) the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus and any Prospectus Amendment comply in all material respects with Canadian Securities Laws; and

(iv) the use of the U.S. Placement Memorandum in connection with the transactions contemplated in the attached Schedule A complies in all material respects with U.S. Securities Laws; and

(b) the consent of the Corporation to the use of:

(i) the Prospectus and any other Supplementary Material by the Underwriters and the Selling Firms for the Distribution of the Shares in the Qualifying

Jurisdictions in compliance with the provisions of this Agreement and Canadian Securities Laws; and

(ii) the U.S. Placement Memorandum and any other Supplementary Material by the U.S. Affiliates of the Underwriters and the Selling Firms for the Offering and the reoffer and resale of the Shares by them in the United States in accordance with Schedule A hereto.

6. Commercial Copies

(1) The Corporation shall cause commercial copies of the Final Prospectus in the English and French languages and the U.S. Placement Memorandum to be delivered to the Underwriters, without charge, in such numbers and in such cities as the Underwriters may reasonably request by written or oral instructions to the printer of such documents. Such delivery shall be effected as soon as possible after filing of the Final Prospectus, but in any event on or before 12:00 p.m. (Toronto time) on the second Business Day following the date of this Agreement (for deliveries in Toronto and Montreal) and 12:00 p.m. (local time) on the third Business Day following the date of this Agreement (for deliveries in Canada, other in Toronto and Montreal, and in the United States). The Corporation shall similarly cause to be delivered commercial copies of any Prospectus Amendments or amendments to the U.S. Placement Memorandum.

7. Material Change

(1) Commencing on the date hereof and until the completion of the Distribution of the Shares, the Corporation shall promptly notify the Underwriters in writing of:

(a) any change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the Condition of the Corporation;

(b) any change in any material fact (which shall include the disclosure of any previously undisclosed material fact) contained in the Final Prospectus, or the U.S. Placement Memorandum or any other Supplementary Material; or

(c) the discovery of any material fact that would have been required to be disclosed in the Final Prospectus or the U.S. Placement Memorandum or any other Supplementary Material had it been discovered on or prior to the date of such document,

which is, or may be, of such a nature as to render the Final Prospectus or the U.S. Placement Memorandum or any other Supplementary Material misleading or untrue or would result in a misrepresentation therein or would result in the Final Prospectus or the U.S. Placement Memorandum or any other Supplementary Material not complying (to the extent such compliance is required) with Canadian Securities Laws or U.S. Securities Laws.

(2) The Corporation will promptly (and in any event within any applicable time limitation) comply with all legal requirements under Canadian Securities Laws and U.S. Securities Laws required as a result of an event described in Section 7(1) in order to continue to qualify the Distribution of the Shares and the Over-Allotment Option in each of the

Qualifying Jurisdictions and to permit the offer and re-sale of the Shares in the United States pursuant to this Agreement, including the prospectus amendment provisions of the Canadian Securities Laws and any applicable U.S. Securities Laws, and the Corporation will prepare and file to the satisfaction of the Underwriters, acting reasonably, any Supplementary Material which, in the opinion of the Underwriters, may be necessary or advisable.

(3) In addition to the provisions of Section 7(1) and Section 7(2), the Corporation will, in good faith, discuss with the Underwriters any change, event or fact contemplated in Section 7(1) which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Underwriters under Section 7(1) and will consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission prior to the review and approval by the Underwriters and the Underwriters' Counsel. The Corporation shall also co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate in the preparation of any Supplementary Material and to conduct all due diligence investigations during the period of Distribution which any of the Underwriters reasonably require in order to (i) fulfill their obligations as Underwriters under Canadian Securities Laws and, to the extent applicable, U.S. Securities Laws and (ii) enable the Underwriters to responsibly execute any certificate related to such Supplementary Material required to be executed by them and complete the Offering.

(4) Commencing on the date hereof and until the completion of the Distribution, the Corporation shall promptly notify the Underwriters in writing of:

(a) any request by any Securities Commission that the Corporation make any amendment to the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, any Supplementary Material or that the Corporation provide any additional information in respect of the Offering; and

(b) the receipt by the Corporation or any written communication from any Securities Commission or any other Governmental Body relating to the Prospectus or the Distribution of the Shares.

8. Representations, Warranties and Covenants of the Corporation

(1) The Corporation represents and warrants to the Underwriters, and acknowledges that the Underwriters are relying on such representations and warranties in purchasing the Purchased Shares and if applicable the Over-Allotment Shares, that:

(a) except as disclosed in the Final Prospectus, since June 30, 2020: (i) there has been no material change with respect to the Corporation, its Subsidiaries and each of the Eventi Entities taken as a whole, (ii) there have been no transactions entered into by the Corporation, any of its Subsidiaries or any of the Eventi Entities which are material with respect to the Corporation, its Subsidiaries and the Eventi Entities taken as a whole, other than those in the ordinary course of business, and (iii) there

has been no dividend or distribution of any kind declared, paid or made by the Corporation on any class of its shares;

(b) as at the date hereof, the Corporation, each of its Subsidiaries and each of the Eventi Entities is, and following the completion of the Reorganization the Corporation and each of its Subsidiaries will be, a valid and subsisting corporation, duly incorporated, continued or amalgamated and in good standing under the laws of their respective jurisdictions of formation, incorporation, continuation or amalgamation and have all requisite power, capacity and authority to carry on their business as now conducted or contemplated to be conducted and to own, lease and operate their property and assets, and in the case of the Corporation, to execute, deliver and perform its obligations hereunder; and, no proceedings have been taken or authorized by the Corporation or its shareholders or to the knowledge of the Corporation, any other person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Corporation;

(c) the Corporation is the beneficial owner and registered holder of 100% of the issued and outstanding securities of Spark::Red and ThinkWrap;

(d) all of the issued and outstanding shares of, or other equity interests in, the Subsidiaries of the Corporation have been duly and validly authorized and issued, are fully paid and non-assessable, and are free and clear of any Liens whatsoever other than Permitted Liens;

(e) all necessary corporate action has been taken by the Corporation to authorize the issuance, sale and delivery of the Shares on the terms set forth in this Agreement and, upon payment therefor, the Shares will be validly issued and outstanding as fully paid and non-assessable Common Shares;

(f) the execution, delivery and performance by the Corporation of this Agreement has been duly authorized by all necessary corporate action on the part of the Corporation and does not require the consent, approval, authorization, registration or qualification of or with any court, Governmental Body or other third party, except: (i) those which have been obtained (or will be obtained prior to the Closing Time), or (ii) those as may be required (and will be obtained prior to the Closing Time) under applicable Canadian Securities Laws;

(g) the Reorganization does not require the consent, approval, authorization, registration or qualification of or with any court, Governmental Body or other third party, except (i) those which have been obtained (or will be obtained prior to the Closing Time); and (ii) any consent, approval, authorization, registration or qualification the absence of which would not have a material adverse effect on the ability of the Corporation to carry out its obligations under this Agreement; and, as of the Closing Time, the Reorganization will have been duly authorized by all necessary corporate action on the part of the Corporation and each of the Eventi Entities;

(h) the issuance and delivery of the Shares pursuant to this Agreement is not subject to any pre-emptive right in favour of any person that has not been complied with or

waived; on the issuance thereof, the Shares will not be subject to any right of first refusal, or similar right in favour of any person, that is imposed under any contract, agreement or understanding to which the Corporation is a party;

(i) upon the completion of the transactions contemplated hereunder, any shareholders agreement or similar agreement to which the Corporation is a party or under which it is bound will be terminated or will automatically (based on the terms thereof) expire (except for lock-up, confidentiality and other provisions for the benefit of the Corporation that, by their terms, survive termination or expiry);

(j) none of the Eventi Entities is a party to any shareholders agreement or similar agreement, other than agreements that will be terminated or will automatically (based on the terms thereof) expire in connection with the completion of the transactions contemplated hereunder;

(k) except for contracts, agreements or understandings expired in accordance with their terms prior to the date of this Agreement, there are no contracts, agreements or understandings between the Corporation and any person granting such person the right to require the Corporation to file a registration statement under the U.S. Securities Act or to file a prospectus under Canadian Securities Laws with respect to any securities of the Corporation owned or to be owned by such person or to require the Corporation to include such securities in the Offering to which the Final Prospectus relates;

(l) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except (i) as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, (ii) as limited by the application of equitable principles when equitable remedies are sought, (iii) that rights to indemnity and contribution may be limited under applicable law, and (iv) that provisions that attempt to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the agreement would be determined only in the discretion of the court;

(m) none of the Corporation, its Subsidiaries or the Eventi Entities is in violation or default of, nor will the execution and delivery of this Agreement or the documents effecting the Reorganization, and the performance by the Corporation of its obligations hereunder or under the Reorganization, as applicable, including the issuance, sale and delivery of the Shares to be sold by the Corporation, result in a breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or result in the imposition of any Lien upon any property or assets of the Corporation, its Subsidiaries or the Eventi Entities pursuant to:

(i) any of the terms, conditions or provisions of the articles or by-laws of the Corporation, its Subsidiaries or the Eventi Entities, or any resolution of their respective directors or shareholders;

(ii) the provisions of the Credit Agreements;

(iii) any Law applicable to the Corporation, its Subsidiaries or the Eventi Entities;

(iv) any judgement, decree, order or award of any court, Governmental Body or arbitrator having jurisdiction over any of the Corporation, its Subsidiaries or the Eventi Entities, of which the Corporation, its Subsidiaries or the Eventi Entities are aware; or

(v) any agreement, license, authorization or permit necessary for the conduct of their businesses, to which any of the Corporation, its Subsidiaries or the Eventi Entities is party or bound or to which any of the business, operations, property or assets of the Corporation, its Subsidiaries or the Eventi Entities is subject;

which violation or default would, individually or in the aggregate: (A) result in a material adverse effect on the Condition of the Corporation, its Subsidiaries or the Eventi Entities or (B) materially impair the ability of the Corporation to complete the Reorganization and perform its obligations under this Agreement;

(n) as of the date hereof, the Corporation has authorized share capital consisting of an unlimited number of Common Shares, of which an aggregate of 143,137.50 Common Shares are issued and outstanding; an unlimited number of Class A special shares, of which an aggregate of 19,999 Class A special shares are issued and outstanding; an unlimited number of Class B preferred shares, of which an aggregate of 45,235 Class B preferred shares are issued and outstanding; an unlimited number of Class C preferred shares, of which an aggregate of 27,897 Class C preferred shares are issued and outstanding; and an unlimited number of Class D preferred shares, of which an aggregate of 78,528 Class D preferred shares are issued and outstanding;

(o) as of the date hereof, Spark::Red has authorized share capital consisting of an unlimited number of shares of common stock, of which an aggregate of 1,000,000 shares of common stock are issued and outstanding;

(p) as of the date hereof, ThinkWrap has authorized share capital consisting of an unlimited number of common shares, of which an aggregate of 1,873,432 common shares are issued and outstanding;

(q) as of the date hereof, 1746546 Ontario has authorized share capital consisting of an unlimited number of common shares, of which an aggregate of 1,253,175 common shares are issued and outstanding; and an unlimited number of Series A preferred shares, of which an aggregate of 5,012,703 Series A preferred shares are issued and outstanding;

(r) as of the date hereof, 2464732 Ontario has authorized share capital consisting of an unlimited number of common shares, of which an aggregate of 1,275,000 common shares are issued and outstanding; and an unlimited number of Series A preferred

shares, of which an aggregate of 5,100,000 Series A preferred shares are issued and outstanding;

(s) as of the date hereof, 2608313 Ontario has authorized share capital consisting of an unlimited number of common shares, of which an aggregate of 2,150,000 common shares are issued and outstanding; and an unlimited number of Series A preferred shares, of which an aggregate of 8,600,000 Series A preferred shares are issued and outstanding;

(t) at Closing, the Corporation will have an authorized share capital consisting of an unlimited number of Common Shares, of which an aggregate of 16,566,273 Common Shares will be issued and outstanding immediately prior to Closing as fully paid and non-assessable, and of which 23,625,273 Common Shares will be issued and outstanding immediately following the Closing as fully paid and non-assessable;

(u) the attributes of the Shares, after giving effect to the Reorganization, will be consistent in all material respects with the description thereof in the Offering Documents;

(v) other than as disclosed in the Final Prospectus, (i) no person (except for the Underwriters hereunder) has an agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the subscription or issuance by Corporation of any unissued shares of the Corporation, or for the purchase or acquisition, outside of the ordinary course of business, of any material assets or material property of any kind of the Corporation or any of its Subsidiaries; and (ii) no person has an agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the subscription or issuance by any Subsidiary of any unissued shares of the Subsidiary;

(w) none of the Corporation, its Subsidiaries or the Eventi Entities is in violation of any Laws where such violation would, individually or in the aggregate: (A) result in a material adverse effect on the Condition of the Corporation, its Subsidiaries or the Eventi Entities or (B) materially impair the ability of the Corporation to complete the Reorganization and perform its obligations under this Agreement;

(x) the Corporation, its Subsidiaries and the Eventi Entities possess all licences, permits, franchises, certificates, registrations and authorizations necessary to conduct their business and own their property and assets and are not in default or breach of any of the foregoing, other than any failure to possess, default or breach would not, individually or in the aggregate: (A) result in a material adverse effect on the Condition of the Corporation, its Subsidiaries or the Eventi Entities or (B) materially impair the ability of the Corporation to complete the Reorganization and perform its obligations under this Agreement;

(y) none of the Corporation, its Subsidiaries or the Eventi Entities is in breach of, conflict with, or default under, and no event or omission has occurred which after notice or lapse of time or both, would constitute a breach of, conflict with, or default

under, or would result in the acceleration or maturity of any material indebtedness or other material liabilities or obligations under any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document to which it is a party or is subject or by which it is bound, other than breaches, conflicts or defaults which would not, individually or in the aggregate: (A) result in a material adverse effect on the Condition of the Corporation, its Subsidiaries or the Eventi Entities or (B) materially impair the ability of the Corporation to complete the Reorganization and perform its obligations under this Agreement;

(z) there is no action, suit or proceeding before or by any Governmental Body now pending or, to the knowledge of the Corporation, its Subsidiaries or the Eventi Entities, threatened against the Corporation, its Subsidiaries or the Eventi Entities or any of their properties or assets (collectively, "**Proceedings**") that is required to be disclosed in the Offering Documents or that would reasonably be expected to have a material adverse effect on the Condition of the Corporation or the Eventi Entities, the Reorganization or the consummation of the transactions contemplated in this Agreement;

(aa) no Governmental Body has issued any order preventing or suspending the trading of the Corporation's securities, the use of the Offering Documents or the Distribution of the Shares or the Over-Allotment Option and the Corporation is not aware of any investigation, order, inquiry or proceeding which has been commenced or which is pending, contemplated or, to the knowledge of the Corporation, threatened by any such authority;

(bb) the financial statements contained in the Offering Documents fairly present in all material respects the consolidated financial position, results of operations, comprehensive income, shareholders equity and cash flow of the Corporation, respectively, as at the dates and for the periods indicated and does not contain a misrepresentation. Such financial statements have been prepared in conformity with IFRS on a basis consistent throughout the periods indicated and are in accordance with the books and records of the Corporation;

(cc) except as disclosed in the Offering Documents, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Corporation or that would reasonably be expected to be material to an investor in making a decision to purchase the Shares;

(dd) except as disclosed in the Offering Documents, neither the Corporation nor any of its Subsidiaries has outstanding any debentures, notes, mortgages or other indebtedness that is material to the Corporation and its Subsidiaries, taken as a whole;

(ee) the Eventi Entities have no outstanding debentures, notes, mortgages or other indebtedness;

(ff) other than as disclosed in the Offering Documents, the Corporation does not have any contingent liabilities that would be required to be disclosed under IFRS, in excess of the liabilities that are either reflected or reserved against in the Corporation's financial statements which would reasonably be expected to be material to the Condition of the Corporation;

(gg) the Corporation and each of its Subsidiaries maintains, or will establish and maintain by the time following the Closing by which it will be required to do so under Canadian Securities Laws, a system of internal controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with IFRS and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) material information relating to the Corporation and its Subsidiaries is made known to those within the Corporation responsible for the preparation of the financial statements during the period in which the financial statements have been prepared;

(hh)

(i) except with respect to the tax return of the Corporation for the fiscal year ended December 31, 2019 or for matters which would not reasonably be expected to have a material adverse effect on the Condition of the Corporation, all returns, declarations, reports, estimates, information returns, elections and statements ("**Returns**") of the Corporation, its Subsidiaries and the Eventi Entities related to income tax required to be filed in any jurisdiction pursuant to any applicable Law have been filed, all such Returns are complete and accurate, and all amounts shown on such Returns or otherwise assessed in respect of such Returns which are due and payable have been paid, except tax assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided;

(ii) all other tax Returns of the Corporation, its Subsidiaries and the Eventi Entities required to be filed in any jurisdiction pursuant to any applicable Law have been filed, all such Returns are complete and accurate, and all amounts shown on such Returns or otherwise assessed in respect of such Returns which are due and payable have been paid, except for such amounts, if any, as are being contested in good faith and as to which adequate reserves have been provided;

(iii) the Corporation, its Subsidiaries and the Eventi Entities have made instalments of taxes as and when required; and

(iv) the Corporation, its Subsidiaries and the Eventi Entities have duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any person, including any employee, officer, director, or non-resident person, the amount of all taxes and other deductions required by applicable Law to be withheld and has duly and timely remitted the withheld amount to the appropriate taxing or other authority, has duly and timely paid all taxes and similar amounts payable by the Corporation, its Subsidiaries and the Eventi Entities in respect of such amounts paid or credited (including, for greater certainty, payroll-related contributions and premiums payable by the Corporation, its Subsidiaries and the Eventi Entities as employers), and has duly and timely issued tax reporting slips or returns in respect of any amount so paid or credited by it as required by applicable Law;

(ii) the Offering Documents disclose to the extent required by applicable Canadian Securities Laws each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision case, drug, sick leave, disability, salary, continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or its Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Corporation or its Subsidiaries, as applicable;

(jj) except as disclosed in the Offering Documents, there are no material bonuses payable outside the ordinary course of business by the Corporation or its Subsidiaries to any current or former employee, officer or director of the Corporation or its Subsidiaries after the Closing Date relating to their employment with the Corporation or its Subsidiaries prior to the Closing Date. For the avoidance of doubt, the Corporation's payment of quarterly bonuses and sales commissions shall not be considered a payment outside the ordinary course for the purpose of this Section 8(1)(jj);

(kk) except as disclosed in the Offering Documents, the Corporation has no pension, retirement or similar plans relating to current or former employees, officers or directors of the Corporation or any of its Subsidiaries, whether written or oral;

(ll) to the knowledge of the Corporation:

(A) no executive officer of the Corporation named in the Offering Documents has advised the Corporation of any current plans to terminate his or her employment,

(B) except as would not result in a material adverse effect on the Condition of the Corporation, no member of management of the Corporation or its Subsidiaries, including the executive officers described in the Offering Documents, is subject to any secrecy or non-competition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such member of management to carry out fully all activities of such employee in

furtherance of the business of the Corporation or its Subsidiaries, and

(C) no member of management of the Corporation or its Subsidiaries, including the executive officers named in the Offering Documents or any other former executive, has any claim with respect to any Corporation IP;

(mm) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the Condition of the Corporation, (i) each of the Corporation and its Subsidiaries is in compliance with the provisions of applicable federal, provincial, state, local and foreign laws and regulations respecting employment; (ii) no labour dispute (including any strike, lock-out or work slow-down or stoppage) with the current or former employees of the Corporation of any of its Subsidiaries exists or is pending or, to the knowledge of the Corporation is threatened or imminent, and the Corporation has no knowledge of any existing or imminent labour disturbance by the employees of the Corporation's or the Subsidiaries partners, vendors, value-added resellers or agents that would impact the Corporation; (iii) the labour relations of the Corporation and its Subsidiaries are satisfactory; and (iv) no union has been accredited or otherwise designated to represent any employees of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or its Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the premises of the Corporation or its Subsidiaries and none is currently being negotiated by the Corporation or its Subsidiaries;

(nn) except for Corporation IP, which is addressed separately, the Corporation and its Subsidiaries have good and marketable title to the material property and assets owned by them and hold valid leases in all material property leased by them, in each case, free and clear of all Liens other than: (i) those disclosed in the Offering Documents; (ii) those which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Corporation; or (iii) Permitted Liens;

(oo) except as disclosed in the Offering Documents, none of the Corporation, its Subsidiaries or the Eventi Entities owns any real property and none has entered into any agreement to acquire any real property;

(pp) neither the Corporation nor its Subsidiaries have received any notice or other communication from the owner or manager of any of its leased material properties that the Corporation or any of its Subsidiaries is not in compliance with any material term or condition of its lease, and to the knowledge of the Corporation, no such notice or other communication is pending or has been threatened;

(qq) all material tangible assets of the Corporation and its Subsidiaries are in good working condition and repair except as would not individually or in the aggregate

reasonably be expected to have a material adverse effect on the Condition of the Corporation;

(rr) the Corporation and its Subsidiaries maintain insurance policies with reputable insurers against risks of loss of or damage to their properties, assets and business of such types and in such amounts as are customary in the case of entities engaged in the same or similar businesses and the Corporation and its Subsidiaries are not in default in any material respect under any such policies;

(ss) except as would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Corporation: (i) neither the Corporation nor any of its Subsidiaries is in violation of any applicable Law relating to pollution or occupational health and safety, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) to the knowledge of the Corporation, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation or any of its Subsidiaries and (iii) to the knowledge of the Corporation, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Body or agency, against or affecting the Corporation or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws;

(tt) neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the Corporation or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Corporation or any of its Subsidiaries: (i) made any direct or indirect unlawful payment to any foreign official (as defined in the *Foreign Corrupt Practices Act of 1977* (U.S.), as amended, and the rules and regulations thereunder) (collectively, the "**FCPA**") or to any foreign public official (as defined in the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "**CFPOA**")); (ii) violated or is in violation of any provision of the FCPA or the CFPOA; or (iii) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Corporation and its Subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws;

(uu) the operations of the Corporation and its Subsidiaries are and have been conducted in material compliance with all applicable anti-money laundering laws of the jurisdictions in which the Corporation and its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or

guidelines issued, administered or enforced by any Governmental Body to which they are subject (collectively the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Body or any arbitrator involving the Corporation or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;

(vv) neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), nor is the Corporation or any of its Subsidiaries located, organized or resident in a country or territory that is the subject or target of such sanctions; and the Corporation will not directly or indirectly use the proceeds of this Offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, or any joint venture partner or other person or entity, for the purpose of facilitating or financing the activities of or business with any person, or in any country or territory, that currently is the subject of any sanction administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, initial purchaser, advisor, investor or otherwise) of sanctions administered by OFAC;

(ww) neither the Corporation nor any of its Subsidiaries nor, to the Corporation's knowledge, any employee or agent of the Corporation or any Subsidiary, has made any contribution or other payment to any official of, or candidate for, any federal, provincial, state or foreign office in violation of any law or of the character required to be disclosed in the Prospectus and the U.S. Placement Memorandum;

(xx) the Corporation or its Subsidiaries, as the case may be, is the legal and beneficial owner of, has good and marketable title to, the right to use and exploit, and owns all rights, title and interest in all Corporation IP free and clear of all Liens except for Permitted Liens, covenants, conditions, options to purchase and restrictions or other adverse claims or interest of any kind or nature, and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and none of the Corporation IP includes any Licensed IP (including open source software), or any improvements to Licensed IP, that would give any person rights to license the Corporation IP or materially restrict the Corporation or its Subsidiaries' use of or ability to exploit the Corporation IP;

(yy) except in each case as disclosed in the Offering Documents: (i) no action, suit, proceeding or claim is pending, nor have the Corporation or its Subsidiaries received any notice or claim (whether written, oral or otherwise), challenging the ownership, validity or right to use any of the Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect to Corporation IP that is material to the business of the Corporation; (ii) to the knowledge of the Corporation, no Corporation IP that is material to the business of the Corporation is being used or enforced by the Corporation or any of

its Subsidiaries in a manner that would result in its abandonment, cancellation or unenforceability; and (iii) to the knowledge of the Corporation, no person is infringing upon, violating or misappropriating any material Corporation IP and neither the Corporation nor any of its Subsidiaries is a party to any action or proceeding that alleges that any person has infringed, violated or misappropriated any Corporation IP;

(zz) except in each case as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Condition of the Corporation and/or where it was commercially reasonable to take or omit to take any action: (i) all applications for registration of Corporation IP have been properly filed and have been diligently prosecuted, maintained and pursued by the Corporation and its Subsidiaries in the ordinary course of business; (ii) no application for registration of Corporation IP has been finally rejected or denied by the applicable reviewing authority; (iii) all material registrations of Corporation IP are in good standing and are recorded in the name of the Corporation or of its Subsidiaries in the appropriate offices to preserve the rights thereto; (iv) all fees or payments required to keep the Corporation IP in force or in effect have been paid; and (v) no registration of Corporation IP has expired, become abandoned, been cancelled or expunged, been dedicated to the public, or has lapsed for failure to be renewed or maintained;

(aaa) except in each case as disclosed in the Offering Documents, and except in relation to open source software or commercially available off-the-shelf software: (i) each of the Corporation and its Subsidiaries, as applicable, have entered into valid and enforceable written agreements in respect of their Licensed IP that is material to the business of the Corporation; (ii) the Corporation or its Subsidiaries has been granted licenses and permission to use, reproduce, sub-license, sell, modify, update, enhance or otherwise exploit the Licensed IP that is material to the business of the Corporation to the extent required to conduct the business of the Corporation and its Subsidiaries (including, if required, the right to incorporate such Licensed IP into the Corporation IP); and (iii) all license agreements in respect to any Licensed IP that is material to the business of the Corporation are in full force and effect and none of the Corporation or its Subsidiaries is in default of any of their material obligations thereunder;

(bbb) except in each case as disclosed in the Offering Documents:

(i) to the extent any Corporation IP that is material to the business of the Corporation was invented, developed, modified, created, conceived, supported or reduced to practice, in whole or in part, by current or past employees or independent contractors of the Corporation or any of its Subsidiaries, the Corporation and its Subsidiaries have obtained written agreements providing for confidentiality, non-disclosure and assignment of inventions executed by all of such employees and independent contractors; and

(ii) the Corporation and Subsidiaries treat their software products, including all source code therein, as confidential and proprietary business information

and have taken commercially reasonable steps to protect the source code as trade secrets;

(ccc) to the knowledge of the Corporation, (i) the conduct of the business of the Corporation and its Subsidiaries as now conducted does not infringe, violate, misappropriate or otherwise conflict with any material Intellectual Property rights of any person; and (ii) neither the Corporation nor any of its Subsidiaries is a party to any action or proceeding, and there is no action or proceeding threatened, that alleges that the Corporation or its Subsidiaries has infringed, violated or misappropriated any material Intellectual Property of any person;

(ddd) except as disclosed in the Offering Documents and except for the transactions contemplated by this Agreement, since December 31, 2019:

(i) there has not been any material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Corporation;

(ii) there has not been any material change in the capital stock or long-term or short-term debt of the Corporation determined on a consolidated basis; and

(iii) there has been no transaction out of the ordinary course of business that is material to the Corporation and its Subsidiaries taken as a whole;

(eee) except as described in or contemplated in the Offering Documents and in the Credit Agreements or as provided under the Laws applicable to the Corporation or any of its Subsidiaries: (i) the Corporation and its Subsidiaries are not currently, and will not be immediately following the Closing, prohibited from paying any dividends or from making any other distributions on its share capital or repaying any loans, advances or other indebtedness, and (ii) no Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Corporation, from making any other distribution on its share capital or from repaying to the Corporation any loans or advances made to it;

(fff) except as disclosed in the Offering Documents, to the knowledge of the Corporation, none of the directors or officers or employees of the Corporation or any of its Subsidiaries, any person who owns or exercises control over, directly or indirectly, more than 10% of the Common Shares, or any associate or affiliate of any of the foregoing, has, or has had within the last three years, any material interest, direct or indirect, in any transaction, or in any proposed transaction (within the meaning of Item 11 of Form 51-102F5 – *Information Circular*), that has materially affected or will materially affect the Corporation or its Subsidiaries;

(ggg) to the knowledge of the Corporation, none of the Corporation's directors or officers is now, or has ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on any stock exchange;

(hhh) the minute books and corporate records of the Corporation, its Subsidiaries and the Eventi Entities made available to the Underwriters' Counsel or its local agent counsel in connection with due diligence investigations of the Corporation for the periods from their respective dates of incorporation, continuance or amalgamation, as the case may be, to the date of examination thereof are the original minute books and records of the Corporation, its Subsidiaries and the Eventi Entities and contain all material proceedings of (A) the shareholders and the Board of Directors (and any committees of the Board of Directors) of the Corporation, and (B) the shareholders and the board of directors (and any committees of the board of directors) of its Subsidiaries and the Eventi Entities;

(iii) other than the Underwriters and the Selling Firms, there is no person acting or purporting to act at the request of the Corporation, who is entitled to any commission, finder's fee, advisory fee, Underwriters' Commission or agency fee in connection with, or as a result of, the sale of the Shares;

(jjj) the Corporation's Auditors are independent public accountants as required under Canadian Securities Laws and there has not been any disagreement (within the meaning of NI 51-102) with the present or any former auditors of the Corporation;

(kkk) upon completion of the Offering, the Board of Directors will have validly appointed an audit committee and the Board of Directors and its audit committee will have adopted a charter that satisfies the requirements of National Instrument 52-110 – *Audit Committees*;

(lll) other than as disclosed in the Offering Documents, no acquisition has been made by the Corporation or its Subsidiaries during the three most recently completed financial years of the Corporation that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Corporation or its Subsidiaries has progressed to a state where a reasonable person would believe that the likelihood of the Corporation or its Subsidiaries completing the acquisition is high and that, if completed by the Corporation or its Subsidiaries at the date of the Offering Documents, would be a significant acquisition for the purposes of Canadian Securities Laws, in each case, that would require the prescribed disclosure in the Offering Documents pursuant to such laws;

(mmm) the Corporation has a reasonable basis for disclosing any forward-looking information contained in the Offering Documents and is not, as of the date hereof, required to update such forward-looking information pursuant to NI 51-102;

(nnn) the Corporation currently intends to use the net proceeds from the issue and sale of the Shares in accordance with the disclosure set out under the heading "Use of Proceeds" in the Offering Documents;

(ooo) there are no reports or information that, in accordance with the requirements of the Securities Commissions and Canadian Securities Laws, must be made publicly available in connection with the Offering of the Shares that have not been made publicly available as required; there are no documents required to be filed with any Securities Commissions in connection with the Offering Documents that have not

been filed, or will be filed on or before the Closing Date, as required by the Canadian Securities Laws, there are no contracts or documents which are required by the Canadian Securities Laws to be described as material contracts in the Offering Documents which have not been so described;

(ppp) neither the Corporation nor any of its Subsidiaries has taken, and the Corporation and its Subsidiaries will not take, any action which constitutes stabilization or manipulation of the price of any security of the Corporation;

(qqq) except as would not, individually or in the aggregate, have a material adverse effect on the ability of the Corporation and its Subsidiaries to carry on their business as currently conducted, the Reorganization will not result in any tax liability of the Corporation or any of its Subsidiaries, including but not limited to withholding taxes, and the Corporation and its Subsidiaries will not assume or become subject to any material tax obligations (whether by contract, under transferee liability principles or otherwise) in connection with or as a result of the Reorganization;

(rrr) the Shares are conditionally approved for listing and trading on the TSXV, subject to the satisfaction of the listing conditions set forth in the conditional approval letter of the TSXV dated October 22, 2020, a copy of which has been provided to the Underwriters;

(sss) the Transfer Agent at its principal office in Toronto has been duly appointed as the registrar and transfer agent of the Corporation with respect to the Shares; and

(ttt) the representations, warranties and covenants of the Corporation set out in Schedule A attached hereto are hereby incorporated herein by reference as if stated herein in full.

9. Distribution of the Shares

(1) The Underwriters will not solicit directly or indirectly offers to purchase or sell the Shares so as to require registration thereof or filing of a prospectus or other similar document with respect thereto under the Laws of any jurisdiction (other than the Qualifying Jurisdictions) including the United States and various states of the United States and will require each Selling Firm to agree with the Underwriters not to so solicit or sell. For purposes of this Section (1), the Underwriters shall be entitled to assume that the Shares are qualified for Distribution in any Qualifying Jurisdiction in respect of which a Final Passport System Decision Document for the Final Prospectus shall have been obtained following the filing of the Final Prospectus and that the Shares may be reoffered and resold in the United States subject to and in accordance with Schedule A to this Agreement.

(2) Each Underwriter shall, and shall require any Selling Firm appointed by it to, offer for sale the Shares in the Qualifying Jurisdictions subject to the terms and conditions of this Agreement and in compliance with Canadian Securities Laws, at an initial offering price per Share specified on the cover page of the Final Prospectus. Each agreement of the Underwriters establishing a banking, selling or other group in respect of the Distribution shall contain a similar covenant by each Selling Firm.

(3) The Underwriters shall:

(a) complete, and use their reasonable commercial efforts to cause each Selling Firm to complete, the Distribution of the Shares under the Final Prospectus as promptly as possible;

(b) promptly notify the Corporation in writing when the Underwriters have completed the Distribution of the Shares;

(c) promptly notify the Corporation of sales in each Qualifying Jurisdiction and provide a breakdown of the total proceeds realized in each of the Qualifying Jurisdictions in which a filing fee for a prospectus is based on the proceeds realized in the Qualifying Jurisdiction from the sale of securities offered therein; and

(d) use reasonable commercial efforts to receive sufficient subscriptions to enable the Corporation to list the Shares on the TSXV.

(4) During the Distribution of the Shares:

(a) the Corporation shall prepare, in consultation with the Lead Underwriter, any Marketing Materials (including any Template Version thereof) to be provided to potential investors in the Shares, and approve in writing (which approval may be provided by email) any such Marketing Materials (including any Template Version thereof), as may reasonably be requested by the Underwriters, such Marketing Materials to comply with Canadian Securities Laws and to be acceptable in form and substance to the Underwriters and the Underwriters' Counsel, acting reasonably;

(b) the Lead Underwriter shall, on behalf of the Underwriters, approve in writing (which approval may be provided by email) any such Marketing Materials (including any Template Version thereof), as contemplated by Canadian Securities Laws, prior to any Marketing Materials being provided to potential investors in the Shares and filed with the Securities Commissions; and

(c) the Corporation shall, to the extent required by Canadian Securities Laws, file any such Marketing Materials (including any Template Version thereof) with the Securities Commissions as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Lead Underwriter, on behalf of the Underwriters, and in any event on or before the day the Marketing Materials are first provided to any potential investor in the Shares. Any Comparables and any disclosure relating to such Comparables shall be removed from the publicly available Template Version of any Marketing Materials in accordance with NI 41-101 prior to filing such Template Version with the Securities Commissions.

(5) The Corporation shall comply with applicable Canadian Securities Laws and other applicable laws in connection with the filing of the French language version of any such Marketing Materials, and a copy thereof shall be delivered to the Underwriters as soon as practicable following such filing in order to facilitate the delivery thereof to investors.

(6) The Corporation and each Underwriter agree, during the Distribution of the Shares, not to provide any potential investors in the Shares with any materials or information in relation to the Distribution of the Shares or the Corporation other than: (i) Marketing Materials that have been approved and filed in accordance with this Section 9; (ii) any Standard Term Sheets (provided they are in compliance with Canadian Securities Laws); and (iii) the Offering Documents.

(7) Notwithstanding Section 9(4) and Section 9(6), following the approval and filing of any Template Version of any Marketing Materials in accordance with Section 9(4), the Underwriters may provide a limited-use version of such Marketing Materials to potential investors in the Shares in accordance with Canadian Securities Laws.

(8) The representation, warranties and covenants of the Underwriters set out in Schedule A to this Agreement are hereby incorporated herein by reference as if stated herein in full.

(9) No Underwriter shall be liable to the Corporation with respect to the breach of this Section 9 by any other Underwriter or a Selling Firm appointed by another Underwriter.

10. Covenants of the Corporation

(1) The Corporation covenants and agrees with the Underwriters, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Shares, that:

(a) it will advise the Underwriters, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material have been filed and receipts therefor have been obtained and will provide evidence satisfactory to the Underwriters of each filing and the issuance of receipts;

(b) it will advise the Underwriters, promptly after receiving notice or obtaining knowledge, of: (i) the issuance by any Regulatory Authority of any order suspending or preventing the use of the Preliminary Prospectus, the First Amended Preliminary Prospectus, the Second Amended Preliminary Prospectus, the Final Prospectus, the U.S. Placement Memorandum or any Prospectus Amendment; (ii) the suspension of the qualification of the Shares for Distribution or sale in any of the Qualifying Jurisdictions; (iii) the institution or threatening of any proceeding for any of those foregoing purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Prospectus, or for additional information, and will use its commercially reasonable best efforts to prevent the issuance of any such order and, if any such order is issued, to obtain the withdrawal of the order promptly; and

(c) the Corporation will use its reasonable commercial efforts to promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated by the Final Prospectus (including the Reorganization) and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement and the transactions contemplated by the Final Prospectus.

11. Conditions of Closing

(1) The Underwriters obligations to purchase the Purchased Shares at the Closing Time shall be subject to the following conditions, which conditions are for the sole benefit of the Underwriters and may be waived in writing in whole or in part by the Lead Underwriter, in its sole discretion, on behalf of the Underwriters:

(a) the Underwriters shall have received at the Closing Time favourable legal opinions, addressed to the Underwriters and to the Underwriters' Counsel, in form and substance satisfactory to the Underwriters and the Underwriters' Counsel, acting reasonably, dated the Closing Date from the Corporation's Counsel as to the laws of Canada and the Qualifying Jurisdictions, which counsel in turn may rely upon the opinions of local counsel where they deem such reliance proper (or alternatively make arrangements to have such opinions directly addressed to the Underwriters and the Underwriters' Counsel), and all such counsel may also rely as to matters of fact, on certificates of public officials and senior officers of the Corporation, and letters from representatives of the TSXV and the Transfer Agent, to the effect that (or as to, as applicable), based upon customary assumptions and subject to customary qualifications:

(i) the Corporation is a corporation amalgamated, existing and in good standing under the Laws of the Province of Ontario and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets (including as described in the Offering Documents) and to execute and deliver this Agreement and perform its obligations hereunder;

(ii) ThinkWrap is a corporation incorporated, existing and in good standing under the Laws of the Province of Ontario and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets (including as described in the Offering Documents);

(iii) the authorized and issued share capital of the Corporation and ThinkWrap;

(iv) all necessary corporate action has been taken by the Corporation to authorize and issue the Shares on the terms and subject to the conditions contained in this Agreement and, upon receipt by the Corporation of payment therefor by the Underwriters as provided by this Agreement, the Shares will have been validly issued by the Corporation as fully paid and non-assessable Common Shares in the capital of the Corporation;

(v) the attributes of the Shares are consistent in all material respects with the description of the Shares in the Final Prospectus;

(vi) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Offering Documents and the filing thereof under Canadian Securities Laws in each of the applicable Qualifying Jurisdictions;

(vii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the performance of the Corporation's obligations hereunder and this Agreement has been duly authorized, executed and delivered by the Corporation, and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable remedies when equitable remedies are sought and subject to other customary qualifications; provided, however, that no opinion need be expressed on the enforceability of the indemnity and contribution provisions herein;

(viii) the execution and delivery of this Agreement and the performance of the Corporation's obligations hereunder and the issuance, sale and delivery of the Shares do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:

(A) any of the terms, conditions or provisions of the articles or by-laws of the Corporation or ThinkWrap, or, of which counsel is aware, any resolution of any of the directors (or committees of directors) or shareholders or any shareholders agreement to which the Corporation is a party;

(B) any applicable Laws having force in the Province of Ontario; or

(C) the Credit Agreements;

(ix) to counsel's knowledge, there are no legal or governmental proceedings pending or threatened to which the Corporation or its Subsidiaries is a party or to which any of their material properties or assets are subject that are required to be described in the Prospectus and are not so described;

(x) the form of definitive share certificate representing the Shares has been duly approved and adopted by the Corporation, complies with applicable Law, the articles and the by-laws of the Corporation and the resolution of the Board of Directors relating thereto and meets the requirements of the TSXV and, if applicable, the share certificate representing the Shares delivered at the Closing Time has been duly executed and delivered by or on behalf of the Corporation;

(xi) that the statements made under the heading "Eligibility for Investment" in the Final Prospectus are accurate, subject to the assumptions, qualifications, limitations and restrictions set out therein;

(xii) that, subject to the qualifications, assumptions, limitations and restrictions referred to under the heading "Certain Canadian Federal Income Tax

Considerations" in the Final Prospectus and the statements made therein, to the extent that such statements summarize matters of law or legal conclusions, such statements are accurate and fairly summarize the matters described therein in all material respects;

(xiii) the Transfer Agent at its principal office in Toronto, Ontario has been duly appointed as the transfer agent and registrar of the Corporation for the Shares;

(xiv) Subject to the fulfillment by the Corporation of the conditions of the TSXV on or before January 20, 2021, the Shares have been conditionally approved for listing by the TSXV;

(xv) all documents have been filed and all requisite proceedings have been taken and all approvals, permits, consents and authorizations of appropriate regulatory authorities under Canadian Securities Laws have been obtained to qualify the Distribution of the Shares and the Over-Allotment Option in each of the Qualifying Jurisdictions through investment dealers or brokers duly registered under the Canadian Securities Laws of each such Qualifying Jurisdiction who have complied with the relevant provisions of the Canadian Securities Laws of such Qualifying Jurisdiction;

(xvi) that all laws of the Province of Québec relating to the use of the French language (other than those relating to verbal communication) will have been complied with in connection with the Offering of the Purchased Shares and the Over-Allotment Shares to purchasers in such province if such purchasers received a copy of the Final Prospectus and the Marketing Materials of the Corporation and forms of order and confirmation in the French language only or a copy of each such documents in the French language and in the English language, provided that such documents in the English language may be delivered, without delivery of the French language versions thereof, to physical persons in the Province of Québec who have expressly requested them in writing; and

(xvii) such other matters as the Underwriters may reasonably request.

To the extent the foregoing opinions are expressed as being limited to counsel's knowledge, such opinions may be based upon actual knowledge (and without independent inquiry) of the lawyers who sign the opinion letters, the lawyers who have been actively involved in the preparation of the Prospectus and/or closing documents herein and any lawyer who, as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter, is primarily responsible for providing the response concerning that particular opinion issue or confirmation.

(b) the Underwriters shall have received at the Closing Time, a favourable legal opinion addressed to the Underwriters and to the Underwriters' Counsel, in form and substance satisfactory to the Underwriters and the Underwriters' Counsel, acting reasonably, dated the Closing Date from the United States counsel to the

Corporation, to the effect that (or as to, as applicable), based upon customary assumptions and subject to customary qualifications:

(i) Spark::Red is a corporation incorporated, existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets (including as described in the Offering Documents) and to execute and deliver this Agreement and perform its obligations hereunder;

(ii) the authorized and issued capital of Spark::Red;

(iii) the offer, sale and delivery of the Shares by the Corporation to the Underwriters the initial reoffer and resale of the Shares in the United States by the Underwriters, in each case in the manner contemplated by and pursuant to the U.S. Private Placement Memorandum and this Agreement (including Schedule A hereto), does not require registration under the U.S. Securities Act, it being understood that such counsel express no opinion as to any subsequent reoffer or resale of the Shares; and

(iv) such other matters as the Underwriters may reasonably request.

(c) the Underwriters shall have received at the Closing Time, from the Underwriters' Counsel, a favourable legal opinion dated the Closing Date, with respect to such matters relating to the sale of the Shares as the Underwriters may reasonably require, provided that the Underwriters' Counsel may rely on the opinion of the Corporation's Counsel, local counsel to the Corporation and any underlying certificates;

(d) the Underwriters shall have received at the Closing Time a bring-down comfort letter dated the Closing Date from the Corporation's Auditors addressed to the Underwriters and the Board of Directors, in form and substance satisfactory to the Underwriters and the Underwriters' Counsel, similar to the comfort letter to be delivered to the Underwriters pursuant to Section 3(1)(d) with such changes as may be necessary to bring the information therein forward to a date which is no earlier than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters;

(e) the Underwriters shall have received at the Closing Time certificates dated the Closing Date, signed by the appropriate officers of the Corporation, addressed to the Underwriters and the Underwriters' Counsel, with respect to the articles and by-laws of the Corporation, all resolutions of the Board of Directors and other corporate action relating to this agreement and the sale of the Shares, the incumbency and specimen signatures of signing officers and with respect to such other matters as the Underwriters may reasonably request;

(f) the Underwriters shall have received at the Closing Time a certificate or certificates dated the Closing Date and signed on behalf of the Corporation by the Chief Executive Officer and the Chief Financial Officer, Administrative Officer and

Corporate Secretary of the Corporation or any other officer acceptable to the Underwriters addressed to the Underwriters certifying, to the best of the information, knowledge and belief of each person so signing, after having made due inquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that except as disclosed in the Final Prospectus or any Supplementary Material:

(i) since the date of the Final Prospectus:

(A) there has been no change (actual, anticipated, contemplated, or threatened, whether financial or otherwise) in the Condition of the Corporation; and

(B) no transaction out of the ordinary course of business has been entered into or is pending by the Corporation or any of its Subsidiaries, which is material to the Corporation and its Subsidiaries taken as a whole;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Shares or any other securities of the Corporation has been issued or made by any Governmental Body and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Corporation, contemplated or threatened by any Governmental Body;

(iii) the Corporation has complied in all material respects with all the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time;

(iv) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Date with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby; and

(v) such other matters as the Underwriters may reasonably request.

(g) the Corporation shall have completed the Reorganization described in the Prospectus under the headings "About this Prospectus – Reorganization" and "Description of Share Capital – Authorized Share Capital upon Completion of the Reorganization and the Offering";

(h) the Shares are qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit-sharing plans, registered disability savings plans, registered education savings plans and tax- free savings accounts under the Income Tax Act (Canada);

(i) each of the persons identified in Schedule B shall have executed a lock-up agreement substantially in the form attached as Schedule C hereto (the "**Lock-up Agreements**");

(j) all consents, approvals, permits, authorization or filings as may be required by any Governmental Authority, or any other third party necessary to complete the sale of the Shares as contemplated herein shall have been made or obtained;

(k) the Underwriters shall have received at the Closing Time such other certificates, statutory declarations, agreements or materials, in form and substance satisfactory to the Underwriters and the Underwriters' Counsel, as the Underwriters and the Underwriters' Counsel may reasonably request;

(l) the Shares shall be listed and posted for trading on the TSXV at the opening of trading on the Closing Date; and

(m) each of the representations and warranties of the Corporation contained in this Agreement shall be true and correct as of the Closing Time, to the satisfaction of each of the Underwriters, acting reasonably, as if made at and as of each such Closing Time and the Corporation shall have fulfilled each of the covenants contained in this Agreement to the satisfaction of each of the Underwriters.

12. Closing

(1) The Closing will be completed electronically, or at any other place determined in writing by the Corporation and the Underwriters, at the Closing Time. At the Closing Time, the Corporation will deliver to the Lead Underwriter for the respective accounts of the Underwriters:

(a) the Purchased Shares sold pursuant to the Offering, in the form of an electronic deposit pursuant to the non-certificated inventory system maintained by CDS or in such other form as directed by the Underwriters in writing; and

(b) such further documentation as may be contemplated herein or as the Underwriters or the applicable Securities Commissions or the TSXV may reasonably require, against payment by the Underwriters of the Purchase Price for the Purchased Shares, net of the Underwriters' Commissions payable to the Underwriters in respect of the Purchased Shares pursuant to this Agreement, by wire transfers of immediately available funds to such account of the Corporation as the Corporation shall direct in writing. The direction referred to in this Section 12(1) shall be delivered to the Lead Underwriter, on behalf of the Underwriters, in writing not less than 48 hours prior to the Closing Time.

(2) In the event the Over-Allotment Option is exercised in accordance with its terms, the Corporation will, at or prior to each Over-Allotment Closing Time, deliver to the Underwriters:

(a) the Over-Allotment Shares sold pursuant to the Over-Allotment Option, in the form of an electronic deposit pursuant to the non-certificate inventory system maintained by CDS or in such other form as directed by the Underwriters in writing;

(b) the items listed in Section 11(1)(f), in each case dated the Over-Allotment Closing Date together with such further documentation as may be contemplated herein or

as the Underwriters reasonably require or the applicable Securities Commissions or the TSXV require, against payment by the Underwriters of the Purchase Price for such Over-Allotment Shares, net of the Underwriters' Commission payable to the Underwriters in respect of such Over-Allotment Shares pursuant to this Agreement, by wire transfers of immediately available funds to the Corporation, to such account of the Corporation as the Corporation shall direct in writing. The direction referred to in this Section 12(2) shall be delivered to the Lead Underwriter, on behalf of the Underwriters, in writing not less than 48 hours prior to the Over-Allotment Closing Time.

13. Termination

(1) If after the date hereof and prior to the Closing Time:

(a) any inquiry, action, suit, investigation or other proceeding, whether formal or informal, is instituted, announced or threatened or any order is made by any federal, provincial or other Governmental Body in relation to the Corporation, or there is any change of Law, or interpretation or administration thereof, which, in the opinion of any of the Underwriters, acting reasonably, operates to prevent or restrict the Distribution of the Shares in any of the Qualifying Jurisdictions or would prevent or restrict trading in the Shares;

(b) there should occur or be discovered by any Underwriter any material change, a change in any material fact or a new material fact arises or is discovered (other than a change or fact related solely to the Underwriters) which, in the reasonable opinion of any of the Underwriters, would result in the purchasers of a material number of Shares exercising their right under applicable Law to withdraw from their purchase of Shares, or which would be expected to have a significant adverse effect on the market price or value of the Shares;

(c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, Law or regulation, inquiry or other occurrence of any nature whatsoever (including as a result of the COVID-19 pandemic) which, in the reasonable opinion of any of the Underwriters, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets in Canada or the United States or the business, operations or affairs of the Corporation and its Subsidiaries taken as a whole or the market price or value of the Shares; or

(d) the state of the financial markets in Canada or the United States is such that, in the reasonable opinion of any of the Underwriters, the Shares cannot be profitably marketed;

then any of the Underwriters shall be entitled, at its option, in accordance with Section 13(3), to terminate its obligations under this Agreement in respect of any Shares

not then purchased under this Agreement by written notice to that effect given to the Corporation at any time prior to the Closing Time.

(2) All terms and conditions in Section 11 shall be construed as conditions and shall be complied with so far as they relate to acts to be performed or caused to be performed by the Corporation, the Corporation will use its commercially reasonable efforts to cause such conditions to be complied with, and any breach or failure by the Corporation to comply with any such conditions shall entitle the Underwriters, or any of them, to terminate their obligations to purchase the Shares by notice to that effect given to the Corporation at or prior to the Closing Time. The Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance; provided, however, that to be binding on the Underwriters any such waiver or extension must be in writing and signed by all of the Underwriters.

(3) The rights of termination contained in this Section 13 may be exercised by any of the Underwriters and are in addition to any other rights or remedies the Underwriters or any of them may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement. In the event of any termination pursuant to such rights of termination, there shall be no further liability on the part of such Underwriters to the Corporation or on the part of the Corporation to such Underwriters except in respect of any liability that may have arisen or may thereafter arise under Section 14 and Section 16. A notice of termination given by an Underwriter under this Section 13 shall not be binding upon any other Underwriter who has not also executed such notice.

14. Indemnity

(1) The Corporation hereby covenants and agrees to indemnify and save harmless each of the Underwriters, U.S. Affiliates and each of their respective affiliates, and each of their respective directors, officers, partners, employees, shareholders, equityholders and agents (each referred to in this Section 14(1) as an Indemnified Party) from and against all liabilities, claims, losses, costs, damages and expenses (including without limitation any legal fees or other expenses reasonably incurred by any such Indemnified Party in connection with defending or investigating any of the above, which legal fees and other expenses the Corporation shall reimburse such Indemnified Party forthwith upon demand), but excluding any loss of profits or other consequential damages, in any way caused by, or arising directly or indirectly from, or in consequence of:

(a) any information or statement (except for any statement relating solely to the Underwriters and furnished by the Underwriters in writing specifically for use therein) contained in the Offering Documents or in any certificate of the Corporation or of any officer of the Corporation delivered hereunder or pursuant hereto which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or an untrue statement of a material fact;

(b) any omission or alleged omission to state in the Offering Documents or any certificate of the Corporation or any officer of the Corporation delivered hereunder

or pursuant hereto, any material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made;

(c) any order made or any inquiry, investigation or proceedings commenced or threatened by any Securities Commission, stock exchange or other Governmental Body based upon any actual or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated or necessary to make any statement not misleading in light of the circumstances under which it was made or any misrepresentation or alleged misrepresentation (except for a statement relating solely to the Underwriters and furnished by the Underwriters in writing for use therein) contained in any Offering Document, preventing or restricting the trading in or the sale or Distribution of the Shares;

(d) the non-compliance or alleged non-compliance, by the Corporation in respect of any requirement of Canadian Securities Laws, U.S. Securities Laws or applicable state securities laws; or

(e) any breach of any representation or warranty of the Corporation contained herein or in any certificate of the Corporation or of any officer of the Corporation delivered hereunder or pursuant hereto or the failure of the Corporation to comply with any of its covenants or obligations hereunder;

(2) The rights of indemnity contained in this Section 14 will not inure to the benefit of an Indemnified Party in respect of a Claim if the person asserting the Claim, other than a person to which Shares were offered and sold in the United States, was not provided by or on behalf of the Underwriters with a copy furnished promptly by the Corporation of any Prospectus or Prospectus Amendment which would have corrected any misrepresentation which is the basis of the Claim and which was required under Canadian Securities Laws to be delivered to that person by the Underwriters or Selling Firms.

(3) If any matter or thing contemplated by Section 14(1) (any such matter or thing being hereinafter referred to as a "**Claim**") is asserted against any Indemnified Party, the Indemnified Party shall notify the Corporation, as soon as practicable, of the nature of such Claim (but the omission to so notify the Corporation of any Claim shall not affect the Corporation's liability except and only to the extent that the Corporation is materially prejudiced by the failure or delay to give notice). The Corporation shall assume the defense of any suit brought to enforce such Claim in respect of which indemnification is sought under Section 14(1), provided, however, that:

(a) the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably, and

(b) no settlement of any such Claim or admission of liability may be made by the Corporation without the prior written consent of the Indemnified Party, acting reasonably, unless such settlement includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and does not include a statement as to or an admission of negligence, fault, culpability or failure to act, by or on behalf of any Indemnified Party.

(4) In any such Claim, the Indemnified Party shall have the right to retain separate counsel to act on his, her or its behalf provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless:

(a) the Corporation has not assumed responsibility for the Claim and retained counsel within 10 Business Days after receiving actual notice of any such Claim from the Indemnified Party;

(b) the Corporation has agreed to the retention of separate counsel; or

(c) the named parties to any such Claim (including any added, third parties or interpleaded parties) include both the Corporation and the Indemnified Party, and the Indemnified Party has been advised in writing by legal counsel that there is an actual or potential conflict in the Corporation's and the Indemnified Party's respective interests or additional defences are available to the Indemnified Party that are not available to the Corporation, which makes representation by the same counsel inappropriate;

provided that no settlement of such Claim or admission of liability may be made by the Indemnified Party without the prior written consent of the Corporation, acting reasonably. Notwithstanding any other provision of this Agreement, the Corporation shall only be liable for the reasonable fees and expenses of one separate law firm in any single jurisdiction at any time for all Indemnified Parties.

(5) In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in this Section 14 would otherwise be available in accordance with its terms but is, for any reason, not solely attributable to any one or more of the Indemnified Parties, held to be unavailable to or unenforceable by the Underwriters or enforceable otherwise than in accordance with its terms, the Corporation and the Underwriters shall:

(a) contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits or consequential damages) of a nature contemplated in this Section 14 in such proportions so that the Underwriters shall be responsible for the portion represented by the percentage that the aggregate Underwriters' Commission payable to the Underwriters hereunder bears to the aggregate offering price of the Shares and the Corporation shall be responsible for the balance; and

(b) if the allocation provided by Section 14(5)(a) above is not permitted by applicable law, the Corporation and the Underwriters shall contribute such proportions as is appropriate to reflect the relative benefits received by the Corporation and the Underwriters from the Distribution of the Shares, as contemplated by this Agreement, as well as the relative fault of the Corporation and the Underwriters with respect to such Claim and any other equitable considerations, whether or not the Corporation has been sued together with, or separately from, the Underwriters;

provided, however, that: (a) the Underwriters shall not in any event be liable to contribute, in the aggregate, any amounts in excess of the aggregate Underwriters' Commission actually received by the Underwriters from the Corporation under this Agreement; (b) each Underwriter shall not in any event be liable to contribute, individually, any amount in

excess of such Underwriter's portion of the aggregate Underwriters' Commission actually received from the Corporation under this Agreement; and (c) no party who has been determined by a court of competent jurisdiction in a final judgement (which is not appealable) to have engaged in any fraud, fraudulent misrepresentation, wilful default or gross negligence shall be entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, fraudulent misrepresentation, wilful default or gross negligence.

(6) The relative fault of the Corporation on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the matters or things referred to in Section 14(5)(a) or Section 14(5)(b), as applicable, which resulted in such Claims, relate to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Corporation or to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 14(5)(a) or Section 14(5)(b), as applicable. The amount paid or payable by an Indemnified Party as a result of the Claims referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such liabilities, claims, demands, losses, costs, damages and expenses, whether or not resulting in an action, suit, proceeding or claim.

(7) The rights of contribution and indemnity provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution and indemnity which the Underwriters may have by statute or otherwise at law.

(8) In the event that the Corporation is held to be entitled to contribution from the Underwriters under the provisions of any statute or at law, such contribution shall be limited to an amount not exceeding the lesser of:

(a) the portion of the full amount of the loss or liability giving rise to such contribution for which the Underwriters are responsible, as determined above; and

(b) the amount of the aggregate fee actually received by the Underwriters from the Corporation hereunder, and an Underwriter shall in no event be liable to contribute, individually, any amount in excess of such Underwriter's portion of the aggregate Underwriters' Commission actually received from the Corporation under this Agreement.

(9) If the Underwriters have reason to believe that a claim for contribution may arise, they shall give the Corporation notice thereof in writing, but failure to notify the Corporation shall not relieve, except to the extent the indemnifying party is materially prejudiced thereby, the Corporation of any obligation that it may have to the Underwriters under this Section 14.

(10) With respect to this Section 14, the Corporation hereby acknowledges and agrees that the Underwriters are contracting on their own behalf and as agents for their affiliates and the respective directors, officers, partners, employees, shareholders and agents of the Underwriters and their affiliates and accordingly the Corporation hereby constitutes the

Underwriters as trustees for each person who is entitled to the covenants of the Corporation contained in this Section 14 and is not a party hereto and the Underwriters agree to accept such trust and to hold in trust for and to enforce such covenants on behalf of such persons.

15. Expenses of the Offering

(1) Whether or not the Offering is completed, the Corporation shall be responsible for all reasonable expenses incurred in connection with the Offering, including, but not limited to:

(i) the fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts;

(ii) the costs and expenses related to roadshows and marketing activities, printing, filing, distribution, stock exchange approval and other regulatory compliance, and

(iii) out-of-pocket expenses of the Underwriters in an amount not to exceed $20,000 plus applicable taxes (it being understood that the Lead Underwriter will notify the Corporation in writing in advance of any out-of-pocket expenses in excess of $5,000 being incurred);

(iv) reasonable fees of the Underwriters' legal counsel (inclusive of any U.S. counsel costs) incurred by the Underwriters in an amount not to exceed $300,000 plus applicable taxes and reasonable disbursements; and

(v) French translation costs (at market rates).

(2) The fees and expenses referred to in this Section 15 may be subject to HST which shall be payable by the Corporation. In addition, the fees and expenses referred to in this Section 15 shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriters. At the option of the Lead Underwriter, the fees and expenses referred to in this Section 15 may be deducted from the gross proceeds otherwise payable to the Corporation on Closing.

16. Obligations of the Underwriters to be Several

(1) Subject to the terms and conditions of this Agreement, the obligation of the Underwriters to purchase the Shares will be several only (and not joint or joint and several) and shall be limited to the percentages of the aggregate number of Shares set out opposite the number of the name of the Underwriters respectively below:

Canaccord Genuity Corp.	47.5%
National Bank Financial Inc.	42.5%
Cormark Securities Inc.	5.0%
Paradigm Capital	5.0%

(2) If an Underwriter (a "**Refusing Underwriter**") does not complete the purchase and sale of the Purchased Shares which that Underwriter has agreed to purchase under this Agreement (other than in accordance with this Section 16) (the "**Defaulted Shares**"), the Lead Underwriter may delay the Closing Date for not more than five Business Days and if the number of Defaulted Shares to be purchased by the Refusing Underwriter does not exceed 10% of the Purchased Shares, the Corporation shall have the option to require the remaining Underwriters (the "**Continuing Underwriters**") to purchase all but not less than all of the Defaulted Shares pro rata according to the number of Purchased Shares to have been acquired by the Continuing Underwriters under this Agreement or in any proportion agreed upon, in writing, by the Continuing Underwriters.

If the number of Defaulted Shares exceeds 10% of the Purchased Shares, the Corporation shall not have the option to require the Continuing Underwriters to purchase the Defaulted Shares and:

(a) the Continuing Underwriters will not be obliged to purchase any of the Purchased Shares;

(b) the Corporation will not be obliged to sell less than all of the Purchased Shares;

(c) the Corporation shall have the option to terminate its obligations under this Agreement, in which event there will be no further liability hereunder on the part of the Corporation or the Continuing Underwriters, except pursuant to the provisions of Sections 14 and 15; and

(d) any liability of the Refusing Underwriter for breach of this Agreement will remain.

17. Actions on Behalf of the Underwriters

(1) Except with respect to Sections 13 and 14 of this Agreement, all transactions, notices and waivers on behalf of the Underwriters under this Agreement or contemplated by this Agreement may be carried out or given on behalf of the Underwriters by the Lead Underwriter and, where practicable, the Lead Underwriter will in good faith discuss with the other Underwriters the nature of any of the transactions and notices prior to giving effect to them or the delivery of them, as the case may be. The Corporation may rely entirely on any such transaction or notice as binding all Underwriters.

18. Restriction on Further Issuances and Sales

(1) During the period beginning on the Closing Date and ending on the date that is 180 days after the Closing Date, the Corporation agrees that it shall not, directly or indirectly, without the prior written consent of the Lead Underwriter, on behalf of all of the Underwriters, such consent not to be unreasonably withheld, directly or indirectly, offer, issue, sell, grant, secure, pledge or announce any intention to do so, in any manner whatsoever, any Common Shares or securities convertible into, exchangeable for, or

otherwise exercisable to acquire Common Shares or other equity securities of the Corporation, other than:

(a) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements, and in the case of exercises outstanding at the date of the Final Prospectus and as disclosed in the Final Prospectus;

(b) the exercise, but not the resale, of outstanding warrants outstanding at the date of the Final Prospectus and as disclosed in the Final Prospectus;

(c) obligations of the Corporation in respect of existing agreements (all of which must have been disclosed to the Lead Underwriter);

(d) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction;

(e) issuances to arm's-length third parties relating to strategic acquisitions or other strategic, consulting, licensing, joint venture or similar transactions;

(f) pursuant to the exercise of the Over-Allotment Option; or

(g) in connection with the Reorganization.

(2) The Corporation agrees that it shall not waive any provision of any Lock-up Agreement without the prior written consent of the Lead Underwriter, which consent will not be unreasonably withheld, delayed or conditioned.

19. Survival of Representations, etc.

(1) The representations, warranties, obligations and agreements of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Shares shall survive the purchase of the Shares and shall continue in full force and effect for a period ending on the latest date under each of:

(a) applicable Canadian laws that a holder of the Shares may be entitled to commence an action or exercise a right of rescission with respect to a misrepresentation contained in the Prospectus or any Prospectus Amendments,

(b) applicable U.S. laws that a holder of the Shares may be entitled to commence an action with respect to an untrue statement of a material fact contained in the U.S. Placement Memorandum and any Supplementary Material or an omission to state in the U.S. Placement Memorandum or any Supplementary Material a material fact that is necessary to make a statement contained in the U.S. Placement Memorandum or the Supplementary Material, in light of the circumstances in which it was made, not misleading;

other than in respect of the indemnification obligations of the Corporation set forth in Section 14 or in respect of any Claim that may be pending at that time with respect to any representation, warranty, obligation or agreement of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Shares, which in each case shall survive indefinitely, and, in each case, shall continue in full force and effect unaffected by any subsequent disposition of the Shares by the Underwriters or the termination of the Underwriters' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the preparation of the Offering Documents or the distribution of the Shares.

20. Notice

(1) Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication (a **"Communication"**) that is or may be given or made hereunder shall be in writing addressed as follows:

(a) in the case of the Corporation:

Pivotree Inc.
250 Yonge Street, 16th Floor
Toronto, Ontario M5B 2L7

Attention: William Di Nardo
Email Address: bill.dinardo@pivotree.com

with a copy in the case of a Communication to the Corporation to:

Owens Wright LLP
300-20 Holly Street
Toronto, Ontario M4S 3B1

Attention: Paul De Luca
Email Address: pdeluca@owenswright.com

(b) In the case of the Lead Underwriter:

Canaccord Genuity Corp.
161 Bay Street, Suite 3100
P.O. Box 516
Toronto, Ontario M5J 2S1

Attention: Mike Lauzon
Email Address: mlauzon@cgf.com

(c) in the case of NBF:

National Bank Financial Inc.
130 King Street West, Suite 3200

Toronto, Ontario M5X 1J9

Attention: Colin Ryan
Email Address: colin.ryan@nbc.ca

(d) in the case of Cormark Securities Inc.:

Cormark Securities
Royal Bank Plaza, North Tower
200 Bay Street, Suite 1800
Toronto, ON M5J 2J2

Attention: James Austen
Email Address: jausten@cormark.com

(e) in the case of Paradigm Capital Inc.:

Paradigm Capital
95 Wellington Street West, Suite 2101
Toronto, Ontario M5J 2N7

Attention: Barry Richards
Email Address: brichards@paradigmcap.com

with a copy in the case of Communication to any of the Underwriters to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: David Coll-Black
Email Address: dcollblack@goodmans.ca

(2) Each Communication shall be personally delivered to the addressee or sent by electronic mail to the addressee and a Communication which is personally delivered or delivered by electronic mail shall, if delivered before 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

21. Underwriters' Activities

Nothing in this Agreement or the nature of the services to be provided by the Underwriters will be deemed to create a fiduciary or agency relationship between any of the Underwriters and the Corporation or their security holders, creditors, employees or any other party, as applicable. The Corporation acknowledges and understands that: (a) the Underwriters may act as traders of, and dealers in, securities both as principal and on behalf of clients and that in the ordinary course of its trading and dealing activities, any of the Underwriters and their affiliates at any time may hold long or short positions in the securities of the Corporation or any of its respective related entities and, from time to time, may have executed or may execute transactions on behalf of such persons;

(b) any of the Underwriters may conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to any such person and/or the offering of Shares; and (c) the Underwriters or their controlling shareholders may extend loans or provide other financial services in the ordinary course of business to any such person (collectively, "**Bank Business**"). The Corporation agrees not to seek to restrict or challenge the ability of any of the Underwriters or their affiliates to conduct Bank Business.

The Corporation acknowledges that none of the Underwriters is advising the Corporation or any other person related to them as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Corporation should consult with their own advisors concerning such matters and be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters have no liability to Corporation with respect thereto.

In performing its responsibilities under this Agreement, each of the Underwriters may use the services of its affiliates provided that it will be responsible for ensuring that such affiliates comply with the terms of this Agreement.

22. No Advisory or Fiduciary Responsibility

The Corporation hereby acknowledges that (a) the purchase and sale of the Purchased Shares and any Over-Allotment Shares pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Corporation, and (c) the Corporation's engagement of the Underwriters in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Underwriters has advised or is currently advising the Corporation on related or other matters). The Corporation agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Corporation, in connection with the Offering or the process leading thereto.

23. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

24. Time

Time shall be of the essence of this Agreement.

25. Headings

Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

26. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns and upon the heirs, executors, legal representatives, successors and permitted assigns of those for whom the Underwriters are contracting pursuant to Section 14(10). No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

27. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this agreement and shall be severable from this Agreement.

28. Public Announcements

The Corporation agrees that it shall not make any public announcements regarding the transactions contemplated hereunder without the prior written consent of the Lead Underwriter, on behalf of the Underwriters, such consent not to be unreasonably withheld. The Corporation agrees that, following the Closing, the Lead Underwriter may place tombstone and other advertisements relating to their role in connection with the Offering in financial, news or business publications. Without limiting any of the foregoing, if requested by the Lead Underwriter, the Corporation will include a mutually acceptable reference to the Lead Underwriter in any press release or other public announcement made by the Corporation regarding the matters described in this Agreement. To deal with the possibility that the Shares may be offered and sold in the United States, any such press release shall contain the following legend and comply with Rule 135e under the U.S. Securities Act: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES."; and "The securities offered have not been and will not be registered under the *United States Securities Act of 1933*, as amended, or any state securities law, and may not be offered or sold in the United States absent registration or an exemption from such registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy in the United States nor shall there by any sale of the securities in any State in which such offer, solicitation or sale would be unlawful".

29. Entire Agreement

This Agreement and the other documents referred to in this Agreement constitute the entire agreement among the Underwriters and the Corporation relating to the subject matter of this Agreement and supersede all prior agreements among those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement including, without limitation, the engagement letter between the Corporation and the Lead Underwriter dated on September 11, 2020 (the "**Engagement Letter**"); provided, however, that notwithstanding anything else contained herein the terms of Section 18 of the Engagement Letter shall not be superseded by this Agreement and shall continue in force in accordance with the terms thereof.

30. TMX Group

The Corporation hereby acknowledges that NBF or an affiliate thereof, may own or control an equity interest in TMX Group Limited ("**TMX Group**") and may have a nominee director serving on the TMX Group's board of directors. As such, each such investment dealer may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the Toronto Stock Exchange, the TSXV and the TSX Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service.

31. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile or by email in PDF and all such counterparts and electronic copies shall constitute one and the same agreement.

[Signature Pages Immediately Follow]

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this Agreement where indicated and returning them to us.

Yours very truly,

CANACCORD GENUITY CORP.

Per: *"Mike Lauzon"*
Name: Mike Lauzon
Title: Managing Director

NATIONAL BANK FINANCIAL INC.

Per: *"Colin Ryan"*
Name: Colin Ryan
Title: Managing Director

CORMARK SECURITIES INC.

Per: *"James Austen"*
Name: James Austen
Title: Director

PARADIGM CAPITAL INC.

Per: *"Barry Richards"*
Name: Barry Richards
Title: Managing Director

The foregoing offer is accepted and agreed to by the undersigned as of the date of this Agreement first written above.

PIVOTREE INC.

Per: *"William Di Nardo"*
Name: William Di Nardo
Title: Chief Executive Officer

SCHEDULE A
UNITED STATES OFFERS AND SALES

As used in this schedule, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this schedule is annexed and the following terms shall have the meanings indicated:

Directed Selling Efforts	means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Shares, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the Shares.
Foreign Issuer	means a foreign issuer as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is: (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States.
General Solicitation or General Advertising	means general solicitation or general advertising, as used under Rule 502(c) of Regulation D under the U.S. Securities Act, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising.
Offshore Transaction	means offshore transaction as that term is defined in Regulations S.
QIB Purchaser's Letter	means the written confirmation, in substantially the form attached as Exhibit I to the U.S. Placement Memorandum, to be signed and delivered by each purchaser of Shares acquiring

	Shares from an Underwriter or a U.S. Affiliate thereof pursuant to Rule 144A.
Regulation D	means Regulation D adopted by the SEC pursuant to the U.S. Securities Act.
Substantial U.S. Market Interest	means substantial U.S. market interest as that term is defined in Regulation S.
U.S. Investment Company Act	means the United States Investment Company Act of 1940, as amended.

Representations, Warranties and Covenants of the Underwriters

Each of the Underwriters, on its own behalf and on behalf of its U.S. Affiliate, severally but not jointly acknowledges that the Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold, directly or indirectly, to any person within the United States except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each of the Underwriters, on its own behalf and on behalf of its U.S. Affiliate, severally but not jointly represents, warrants and covenants to the Corporation that:

1. It and its U.S. Affiliate are a Qualified Institutional Buyer.

2. It and its U.S. Affiliate have offered and sold, and will offer and sell, the Shares forming part of its allotment only in an Offshore Transaction in accordance with Rule 903 of Regulation S or as provided in paragraph 3 through 16 below. Accordingly, neither the Underwriter, its affiliates, including its U.S. Affiliate, and any person acting on its or their behalf, has made or will make: (i) any offer to sell or any solicitation of an offer to buy, any of the Shares to any person in the United States, (ii) any sale of Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Underwriter, its affiliates, including its U.S. Affiliate, and any person acting on its or their behalf reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts.

3. It will not offer or sell Shares in the United States except that it may reoffer resell Shares to Qualified Institutional Buyers in compliance with Rule 144A in the manner contemplated in this Schedule A.

4. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Shares, except with its affiliates, including its U.S. Affiliate, any selling group members or with the prior written consent of the Corporation. It shall require its U.S. Affiliate and each selling group member to agree in writing, for the benefit of the Corporation, to comply with, and shall cause its U.S. Affiliate and use its commercially reasonable efforts to ensure that each selling group member complies with, the same provisions of this Schedule A as apply to such Underwriter as if such provisions applied to such selling group member.

5. The Underwriter's U.S. Affiliate is, and will be on the date of each offer and sale of the Shares in the United States, duly registered as a broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales of Shares were or will be made (unless exempted from the respective state's brokers-dealer registration requirements) and are members in good standing with the Financial Industry Regulatory Authority, Inc. All offers to sell, solicitations of offers to buy and sales of Shares in the United States were made and will be made in compliance with all applicable United States federal and state broker-dealer requirements.

6. All offers of Shares in the United States have been and will be made through the Underwriter's U.S. Affiliate and all sales of the Shares in the United States shall be made if to a Qualified Institutional Buyer pursuant to Rule 144A, and in transactions exempt from registration under any applicable state securities laws, by one of the Underwriters, acting as principal, through its U.S. Affiliate.

7. The Underwriter's U.S. Affiliate has not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, Shares in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

8. Any offer, sale or solicitation of an offer to buy Shares that has been made or will be made in the United States, was or will be made only to Qualified Institutional Buyers in transactions that are exempt from registration under the U.S. Securities Act and any applicable state securities laws and in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers.

9. Immediately prior to soliciting such offerees, the Underwriter, its affiliates, including its U.S. Affiliate, and any person acting on its or their behalf had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer, and at the time of completion of each sale to a person in the United States, the Underwriter, its affiliates, including its U.S. Affiliate, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each purchaser purchasing the Shares from such Underwriter or its U.S. Affiliate is a Qualified Institutional Buyer.

10. All purchasers of Shares in the United States shall be informed that the Shares have not been and will not be registered under the U.S. Securities Act and the Shares are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and pursuant to similar exemptions under applicable state securities laws.

11. Each purchaser that is in the United States shall be provided prior to the time of purchase of Shares a copy of the U.S. Placement Memorandum attached to a copy of the Final Prospectus. None of the Underwriter, its affiliates, including its U.S. Affiliate, and any person acting on its or their behalf has used nor will use any written material other than the Offering Documents in connection with offers and sales of Shares in the United States.

12. At least one Business Day prior to the time of delivery, the Corporation and the Transfer Agent will be provided with a list of all purchasers in the United States.

13. Neither the Underwriter, its affiliates, including its U.S. Affiliate, or any person acting on its behalf (other than the Corporation, its affiliates and any person acting on their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act.

14. Prior to any sale of the Shares in the United States, it (or its U.S. Affiliate) will obtain from each purchaser in the United States an executed QIB Purchaser's Letter.

15. At the Closing Time, the Underwriter (together with its U.S. Affiliate) that participated in the offer or sale of Shares in the United States will provide the Corporation with a certificate, substantially in the form of Annex I to this Schedule A, relating to the manner of the offer and sale of the Shares in the United States, or will be deemed to have represented and warranted for the benefit of the Corporation that neither it nor its U.S. Affiliate offered or sold Shares in the United States.

16. It acknowledges that until 40 days after the closing of the offering of the Shares, an offer or sale of the Shares within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants and agrees that:

1. The Corporation is a Foreign Issuer and reasonably believes there is no Substantial U.S. Market Interest in its Common Shares.

2. The Corporation is not, and as a result of the sale of the Shares contemplated hereby will not be, an open-end investment company, a unit investment trust or a face-amount certificate company registered or required to be registered or a closed end investment company required to be registered, but not registered under the U.S. Investment Company Act.

3. Except with respect to sales in accordance with this Schedule A to Qualified Institutional Buyers in reliance upon an exemption from registration available under the U.S. Securities Act, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Shares to a person in the United States; or (B) any sale of Shares unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

4. During the period in which the Shares are offered for sale, neither it nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective affiliates, including the U.S. Affiliates, or any person acting on their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling

Efforts, or has taken or will take any action in violation of Regulation M under the U.S. Exchange Act or that would cause the exemptions afforded by Rule 144A of the U.S. Securities Act to be unavailable for offers and sales of Shares in the United States in accordance with this Schedule A, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Shares outside the United States in accordance with this Agreement.

5. None of the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, the Shares in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. None of the Shares is part of a class listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act, quoted in an automated interdealer system in the United States, or convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A under the U.S. Securities Act) of less than ten percent for securities so listed or quoted.

7. For so long as any of the Shares which have been sold in the United States in reliance upon Rule 144A are outstanding and are restricted securities within the meaning of Rule 144(a)(3) under the U.S. Securities Act, the Corporation shall either:

   (a) furnish to the SEC all information required to be furnished in accordance with Rule 12g3-2(b) under the U.S. Exchange Act;

   (b) file reports and other information with the SEC under Section 13 or 15(d) of the U.S. Exchange Act; or

   (c) furnish to any holder of the Shares and any prospective purchaser of the Shares designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as necessary in order to permit holders of the Shares to effect resales under Rule 144A).

   (d) The U.S. Placement Memorandum includes statements to the effect that the Shares have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements appear, (i) on the cover page of the U.S. Placement Memorandum; (ii) in the "Notice to Investors on Transfer Restrictions" section of the U.S. Placement Memorandum; and (iii) in any press release or other public statement made or issued by the Corporation or anyone acting on the Corporation's behalf.

ANNEX I TO SCHEDULE A
UNDERWRITER S CERTIFICATE

In connection with the private placement in the United States of Shares of the Corporation pursuant to the Underwriting Agreement, the undersigned Underwriter and its U.S. Affiliate, do hereby certify as follows:

1. **[Name of U.S. Affiliate]** (the "**U.S. Affiliate**") is on the date hereof, and was at the time of each offer and sale of Shares in the United States made by it, a duly registered broker or dealer under the U.S. Exchange Act and all applicable U.S. state securities laws (unless exempted from the respective state's broker-dealer registration requirements), is and was a member of and is in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and the date of each offer and sale of Shares by it;

2. the U.S. Affiliate provided each offeree in the United States to which it offered Shares with a copy of the U.S. Placement Memorandum, and no other written material (other than the Offering Documents) has been or will be used in connection with offers and sales of Shares in the United States by it;

3. immediately prior to transmitting U.S. Placement Memorandum to such offerees and purchasers, it had reasonable grounds to believe and did believe that each such offeree and purchaser was a Qualified Institutional Buyer and, on the date hereof, it continues to believe that each such offeree or purchaser purchasing Shares from it is a Qualified Institutional Buyer;

4. it obtained and delivered to the Corporation, for acceptance at the Closing a duly executed QIB Purchaser's Letter from each Qualified Institutional Buyer purchasing Shares pursuant to Rule 144A;

5. all offers and sales of Shares in the United States have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;

6. it have not taken and will not take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with offers and sales of the Shares;

7. no form of General Solicitation or General Advertising was used by it in connection with the offers and sales of the Shares in the United States;

8. no Directed Selling Efforts were engaged in by it with respect to the offer or sale of the Shares in the United States; and

9. all offers and sales of the Shares have been conducted by it in accordance with the terms of the Underwriting Agreement, including Schedule A thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule A attached thereto) unless defined herein.

DATED as of this ● day of ●, 2020.

[NAME OF UNDERWRITER]

Per: _____
Name:
Title:

[NAME OF U.S. AFFILIATE]

Per: _____
Name:
Title:

SCHEDULE B
SIGNATORIES TO LOCK-UP AGREEMENTS

1. A Faire Ajourd'Hui Inc.
2. Brian Shepard
3. Mosaic Capital Partners LP
4. Scott Bryan
5. National Polling Trends Inc.
6. Lupina Foundation
7. William Di Nardo
8. The Di Nardo Family Trust
9. 1527396 Ontario Inc. dba SBD Inc.
10. Devon D. Hillard
11. Russell K. Moore
12. William Webb
13. Beedie Investments Ltd.
14. Tir Na Nog Capital Inc.
15. Kelly Beardmore
16. Spencer Rasmussen
17. North Uist Communications Ltd.
18. Jamscor Inc.
19. Haycon Investments Ltd.
20. Stephen Byrne Family Trust
21. Barbara Di Nardo
22. Nicole Cooper
23. Edith Michel
24. Neil Selfe
25. Bruno Scherzinger
26. John Bryan
27. Estate of Erik Lithopoulos
28. Rollande Ruston
29. 1320777 Ontario Limited
30. Milos Hanzel Family Trust
31. Miroslav Adamy Family Trust
32. William Oakley Childs
33. The 2018 Vernon Lobo Family Trust
34. Whistler Networks Inc.
35. David Harrison and Erica Fischer
36. Howard Lis
37. Child Family Trust
38. Peter Lui-Hing
39. Jim McGill
40. Peter Lui-Hing Family Trust
41. Derek Ruston
42. Vernon Lobo
43. Brian O'Neil

44. Steve Byrne
45. Gregory Wong
46. Richard Powers
47. Kilimanjaro Capital Inc.
48. Ted Smith
49. Moataz Ashoor

SCHEDULE C
FORM OF LOCK-UP AGREEMENT

_____ _____, 2020

[Name of Shareholder]

Dear sirs:

Re: Pivotree Inc. (formerly Reliant Web Hosting Inc.) (the "Corporation")

The undersigned understands that the Corporation proposes to undertake an initial public offering of common shares of the Corporation (the "**Shares**") by way of a prospectus to be filed in certain provinces of Canada (the "**Offering**"). The undersigned understands that, in connection with the Offering, it is a requirement that all securityholders enter into an agreement in the form of this letter (this "**agreement**"). The undersigned acknowledges that the Corporation is relying on the covenants of the undersigned contained in this agreement in having decided to undertake the Offering.

In consideration of the benefit that the Offering will confer upon the Corporation, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject to the exceptions set out in this agreement, the undersigned hereby agrees not to, directly or indirectly:

(a) offer, sell, contract to sell, secure, pledge, grant or sell any option, right or warrant to purchase, or otherwise lend, transfer, assign or dispose of beneficial ownership of any Shares (whether now owned or acquired prior to the closing date of the Offering) owned, directly or indirectly, or under its control or direction, or securities convertible into or exercisable or exchangeable for Shares (including options, restricted share units or deferred share rights) (collectively, the "**Securities**"), except for transfers of Securities to affiliates of the undersigned, provided they remain affiliates;

(b) make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Securities, whether any such transaction is to be settled by delivery of Shares, other securities, cash or otherwise; or

(c) agree or publicly announce any intention to do any of the foregoing,

for a period beginning on the date of this agreement and ending on the one-year anniversary of the closing date of the Offering (the "**Lock-Up Period**"), unless it first obtains the prior written consent of the Corporation; provided, however, that during the period beginning on the date that is one-hundred and eighty (180) days after the closing date of the Offering and ending on the last day of the Lock-Up Period, the undersigned may sell up to a maximum of 50% of the Shares owned by the undersigned (not including Excluded Shares (as defined below), if any, sold by the undersigned).

Notwithstanding anything else contained herein: (a) if the Corporation does not complete the Offering the undersigned will be released from its obligations under this agreement, and this agreement will be deemed to terminate effective as of the date on which the Corporation notifies the undersigned in writing that it has elected to not complete the Offering; (b) any Shares or other securities of the Corporation acquired by the undersigned (y) under the Offering, or (z) in the open market or in subsequent offerings completed by the Corporation following the closing date of the Offering (collectively, the "**Excluded Shares**") will not be subject to the transfer restrictions contained in this agreement; and (c) the transfer restrictions contained in this agreement shall not apply to: (i) transfers of Securities by the undersigned completed prior to the closing date of the Offering in connection with any corporate reorganization undertaken by the Corporation prior to the closing date of the Offering; (ii) transfers of Securities by the undersigned pursuant to a bona fide third party take-over bid made to all shareholders of the Corporation or similar acquisition transaction that, in each case, has been approved by the board of directors of the Corporation and provided that in the event that the take-over bid or acquisition transaction is not completed, all of the Securities shall remain subject to the transfer restrictions contained in this agreement; (iii) transfers of Securities by the undersigned by way of pledge or security interest, provided that the pledgee or beneficiary of the security interest agrees in writing with the Corporation to be bound by this agreement for remainder of its term; or (iv) transfers of Securities by the undersigned pursuant to bona fide gifts to the immediate family of the undersigned, provided the recipient thereof agrees in writing with the Corporation to be bound by the terms of this agreement. For purposes of this paragraph, "immediate family" shall mean the undersigned and the spouse, any lineal descendent, father, mother, brother or sister of the undersigned.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Corporation's transfer agent and registrar against the transfer of any Securities except in compliance with the foregoing restrictions.

The undersigned understands that the Corporation is relying upon this agreement in proceeding toward consummation of the Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and permitted assigns.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

This agreement may be executed in counterparts and may be executed and delivered by electronic transmission (including, without limitation, by DocuSign or similar format) and all such counterparts and electronic copies shall together constitute one and the same agreement.

[*The remainder of this page has been left blank intentionally.*]

Yours truly,

William Di Nardo

_____

[Name of Shareholder]

Type and number of securities of the Corporation subject to this lock-up agreement:

Type and Number of Securities: ●

Acknowledged by the Corporation this _____ day of _____, 2020.

PIVOTREE INC.

By: _____
Name: Moataz Ashoor
Title: Chief Financial Officer