

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of September 24, 2025 (the “**Effective Date**”), as amended and restated pursuant to an amending agreement dated November 19, 2025, is entered into among: **MineHub Technologies Inc.**, a company existing under the Laws of the Province of British Columbia (the “**Purchaser**”); **Nyteco Inc.**, a company existing under the Laws of Canada (the “**Vendor**”); **Nyteco France SASU**, a société par actions simplifiée unipersonnelle (SASU) existing under the Laws of France (“**Nyteco France**”); **Sean Davidson**, an individual residing at [Redacted – Personal Information] (“**SD**”); **Arnaud Boucheron**, an individual residing at [Redacted – Personal Information] (“**AB**”); **Jean-Philippe Boul**, an individual residing at [Redacted – Personal Information] (“**JPB**”); and, **Réda Boumahdi**, an individual residing at [Redacted – Personal Information] (“**RB**”, and together with SD, AB, and JPB, the “**Guarantors**”).

WHEREAS:

- A. The Vendor owns one hundred percent (100%) of a trading enterprise resource planning (ERP) software system known as “Jules AI”, following the asset purchase from a company named “Harold Waste SASU”, situated in Paris, France;
- B. Nyteco France is a wholly owned subsidiary of the Vendor, established for the purpose of management and operation of “Jules AI”;
- C. The Vendor and Nyteco France together operate a business engaged in researching, developing, and commercializing “Jules AI”, being a business to business (B2B) software as a service (SaaS) designed for trading, execution and supply chain management for the recycled materials industry across the world (the “**Business**”); and
- D. the Vendor wishes to sell, transfer and assign to the Purchaser, and the Purchaser wishes to purchase and assume from the Vendor, substantially all the assets, and certain specified liabilities, of the Business, as a going concern, including the Purchased Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined herein) agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

Capitalized terms have the meanings set forth below in this Article 1 or as otherwise defined herein:

“**Accounts Receivable**” has the meaning set forth in Section 2.1(a).

“**Acquisition Proposal**” has the meaning set forth in Section 5.5(a).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, judicial or quasi-judicial inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or external investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

“**AB**” has the meaning set forth in the preamble.

“**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this definition, “**control**”, when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or

indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term “**controlled**” has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

“**Agreed Exchange Rate**” means the monthly average exchange rate published by the Bank of Canada for the month prior to the date of any applicable calculations to be made hereunder at which United States dollars can be exchanged for Canadian dollars.

“**Agreement**” means this Asset Purchase Agreement dated as of the Effective Date by and amongst the Parties and, for purposes of this Agreement, shall be deemed to include all exhibits, schedules, annexes, and attachments hereto, as well as all other agreements, instruments, certificates, notices, and other documents executed and/or delivered in connection herewith or pursuant hereto, including any Transaction Documents, whether now existing or hereafter created, and any amendments, modifications, or supplements thereto.

“**Anti-Corruption Laws**” means, collectively, (a) the Corruption of Foreign Public Officials Act (Canada), (b) the Foreign Corrupt Practices Act (United States), (c) the Bribery Act 2010 (United Kingdom), (d) the Sapin II Law (#2016-1691 of 9 December 2016, “*relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*”), and (e) any other Laws related to bribery or corruption of public officials in other jurisdictions applicable to Nyteco France or the Business.

“**Anti-Money Laundering Laws**” means, collectively, (a) *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, (b) Regulations in French Criminal Code related to anti- money laundering, and (c) any other Laws related to anti-money laundering in other jurisdictions applicable to the Purchaser, Nyteco France or the Business, including all related applicable financial recordkeeping and reporting requirements.

“**Anti-Spam Laws**” means, collectively, (a) *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23*, along with its associated regulations, including the *Electronic Commerce Protection Regulations* all compliance and enforcement decisions from the Canadian Radio-television and Telecommunications Commission and Industry Canada; (b) French Postal and Electronic Communications Code (CPCE); and (c) similar Laws in other jurisdictions applicable to Nyteco France or the Business.

“**Applicable Securities Laws**” means the securities Laws of each jurisdiction applicable to the Parties hereto, as applicable, and the respective rules, regulations, blanket orders and blanket rulings under such Laws together with the published policies, policy statements and notices of the applicable securities commissions and securities regulatory authorities in such jurisdictions, including, in the case of the Purchaser, Exchange Policies.

“**Allocation Objection**” has the meaning set forth in Section 2.10.

“**Arbitrator**” has the meaning set forth in Section 6.13.

“**Assigned Contracts**” has the meaning set forth in Section 2.1(b).

“**Assignment and Assumption Agreement**” means an assignment and assumption agreement in form and substance satisfactory to the Purchaser duly executed by the Vendor, effecting the assignment to and assumption by the Purchaser of the Purchased Assets and the Assumed Liabilities.

“**Assumed Liabilities**” has the meaning set forth in Section 2.3.

“**Balance Sheet**” has the meaning set forth in the definition of “Financial Statements” in this Article 1.

“**Balance Sheet Date**” has the meaning set forth in the definition of “Financial Statements” in this Article 1.

“**Basket**” has the meaning set forth in Section 6.4(a).

“**Benefit Plans**” means all material employee benefit plans, agreements, programs, policies, practices, undertakings and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to any employees, directors or officers or former employees, directors or officers of Nyteco France, or any spouses, dependents or survivors of any employee or former employee of Nyteco France, or in respect of which Nyteco France is a party to or bound by or is obligated to contribute or in any way liable, whether or not insured or whether or not subject to any Law, including fringe benefit, hospitalization, health and other medical benefits including medical or dental treatment or expenses, life and other insurance including accident insurance, vision, legal, long- term and short-term disability, salary continuation, vacation, supplemental unemployment benefits, education assistance, equity or equity-based compensation, change of control benefits, profit-sharing, mortgage assistance, employee loan, employee assistance and pension, savings, retirement and supplemental retirement plans (including any defined benefit or defined contribution Pension Plan and any group registered retirement savings plan), and supplemental pension, except that the term “**Benefit Plans**” shall not include any statutory plans with which Nyteco France is required to comply, including obligations under any applicable Law, and plans administered under similar Laws relating to health Tax, workers’ compensation, workplace health and safety and employment insurance legislation in other jurisdictions applicable to Nyteco France or the Business.

“**Books and Records**” means originals, or where not available, copies, of all books and records of the Business and Nyteco France: (a) all books of account, accounting records and other financial data and information, including copies of filed Tax Returns and assessments in respect of the Business and Nyteco France; (b) the Corporate Records of Nyteco France; (c) customer lists, customer purchasing histories, price lists, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, marketing and promotional surveys, material and research; and (d) all other books, documents, files, records, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Vendor or Nyteco France in respect of the Business, the Purchased Assets and Nyteco France, including all data and information stored electronically or on computer related media, but excluding, for greater certainty, Privileged Communications.

“**Business**” has the meaning set forth in the recitals.

“**Business Day**” means any day except Saturday, Sunday or statutory holiday, or any day on which the principal chartered banks are located and not open for business, in Vancouver, British Columbia or Toronto, Ontario.

“**Calculation Time**” means 11:59 p.m. (Vancouver, British Columbia time) on the last day of the month that immediately precedes the Closing Date.

“**Cap**” has the meaning set forth in Section 6.4(a).

“**Cash**” means: (a) cash; (b) money in bank accounts plus uncleared deposits and outstanding incoming wire transfers less outstanding cheques and outstanding outgoing wire transfers; (c) guaranteed income certificates, certificates of deposit, banker’s acceptances and similar instruments issued by a financial institution; and (d) marketable securities for and in connection to the Business and Nyteco France.

“**Change of Control**” means, in respect of a Person, the (a) direct or indirect acquisition of ownership or power to vote more than fifty percent (50%) of the voting shares of the Person by means of any transactions

or series of related transactions (including any reorganization, merger or consolidation); (b) any amalgamation, arrangement, merger, reorganization or similar transaction which the Person is a constituent party, except such transaction in which the shares of the Person outstanding immediately prior to such transaction continue to represent, or are converted into or are exchanged for shares that represent, immediately following such transaction, at least a majority, by voting power, of the shares in the capital of the surviving or resulting corporation; or (c) sale of all or substantially all of the assets of the Person, or any lease, transfer, exclusive license or other disposition by the Person of all or substantially all of its assets.

“**Claim Amount**” has the meaning set forth in Section 6.8.

“**Closing**” has the meaning set forth in Section 2.6(a).

“**Closing Amount**” has the meaning set forth in Section 2.5(b).

“**Closing Date**” means the third (3rd) Business Day following the satisfaction or waiver, by the applicable Party, of the last of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions), or such other date as may be agreed by the Purchaser and the Vendor in writing.

“**Closing Time**” means 12:01 a.m. (Vancouver, British Columbia time) on the Closing Date, or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place.

“**Closing Working Capital**” means the Current Assets *less* the Current Liabilities.

“**Closing Working Capital Statement**” has the meaning set forth in Section 2.7(b).

“**Collective Agreement**” means any collective agreement, letter of understanding, letter of intent or other written communication or Contract with any trade union, association that may qualify as a trade union, council of trade unions, employee bargaining agent or affiliated bargaining agent, which would cover any of the Employees.

“**Commercial Electronic Message**” means “commercial electronic message” as defined in Anti-Spam Laws applicable in Canada.

“**Common Shares**” means the common shares without par value in the authorized share structure of the Purchaser.

“**Consent**” means any required consents or approvals from any party to any Contract or any Governmental Authority which is necessary in connection with: (a) the execution of this Agreement; (b) the transfer of the Purchased Assets; (c) the Closing; or (d) the performance of any obligations under this Agreement.

“**Consideration Shares**” has the meaning set forth in Section 2.5(c).

“**Consideration Shares Value**” has the meaning set forth in 2.5(b)(i).

“**Consulting Agreements**” means the consulting agreements to be entered into between the Purchaser and/or one of its Affiliates, on one hand, and each of SD and AB, on the other hand, on or before the Closing Date, in the form to be agreed to prior to Closing between the Vendor and each of SD and AB with respect to their respective Consulting Agreement, and each acting reasonably.

“**Contracts**” means all contracts, including IP Agreements, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, and including Consents relating to the Business obtained by the Vendor and/or Nyteco France from any third-party that permits or purports to permit the sending of Commercial Electronic Messages in compliance with Anti-Spam Laws.

“**Control Person**” has the meaning ascribed to such term under the Exchange Policies.

“Convertible Debenture” means the convertible promissory note dated as of December 20, 2023 between the Vendor and the Convertible Debtholder, as may be amended, supplemented, restated or otherwise modified by the Vendor and Convertible Debtholder.

“Convertible Debtholder” means Active Impact Fund II Limited Partnership.

“Corporate Advisory Fee” means the fee payable by the Purchaser to Haywood Securities Inc. in connection with the completion of the transactions contemplated by this Agreement.

“Corporate Records” includes (a) all Governing Documents; (b) all minutes of meetings and written resolutions of shareholders and directors; (c) the share certificate register, register of directors’ interests, directors register and officers register; (d) all waivers, notices and other documents required by Law to be kept therewith; and (e) the corporate seal, if any, as applicable of Nyteco France.

“Current Assets” means, without duplication, the following current assets of the Business owned by the Vendor Group on a consolidated basis, determined in accordance with IFRS applied on a basis consistent with past practice: (a) Cash; (b) Accounts Receivable net of any bad debt or allowance for doubtful accounts (with any amounts 180 days or more past due deemed to be doubtful, unless otherwise agreed to by the Purchaser, acting reasonably); (c) accrued revenue; (d) prepaid expenses; and (e) deposits; but does not include: (f) the portion of any prepaid expense of which the Purchaser will not receive the benefit following the Closing; or (g) deferred Tax assets.

“Current Liabilities” means, without duplication, the following current liabilities of the Business owned by the Vendor Group on a consolidated basis, determined in accordance with IFRS applied on a basis consistent with past practice: (a) payables; (b) accrued liabilities; (c) deferred revenue; (d) accrued Taxes payable; and (e) payroll accruals; but does not include: (f) deferred Tax liabilities; (g) Indebtedness; or (h) Transaction Expenses.

“Daily Limit” means the lesser of (a) 10% of the aggregate volume of the Common Shares on the Exchange on such Trading Day, and (b) 10% of the average daily volume of the Common Shares on the Exchange over the prior five (5) Trading Day period predating the proposed sale by the Vendor of Non-Restricted Shares, as applicable.

“Data Room” means the data room entitled “Data Room – Jules AI” hosted and maintained by the Vendor and the Guarantors on a Google® Drive.

“Decrease” has the meaning set forth in Section 2.7(d).

“Direct Claim” has the meaning set forth in Section 6.7(a).

“Direct Claim Review Period” has the meaning set forth in Section 6.7(d).

“Disabling Code” means any code applicable to Nyteco France or the Business which is intended or designed to have the effect of disabling, denying authorized access to, or permitting unauthorized or hidden access to, any Hardware, Software, IT Systems or any data or files on or used in conjunction with any of the aforementioned.

“Disclosed Personal Information” has the meaning set forth in Section 5.12(a).

“Disclosure Letter” means the disclosure letter delivered concurrently with the execution and delivery of this Agreement, as may be updated, supplemented or amended pursuant to Section 9.6.

“Disposal” means any disposal by any means, including dumping, incineration, spraying, pumping, injecting, depositing or burying.

“Disputed Items” has the meaning set forth in Section 2.7(c)(iii).

“Dollars” or **“\$”** means, unless otherwise stated, the lawful currency of the United States.

“Draft Allocation” has the meaning set forth in Section 2.10.

“**Earn-Out**” means the performance-based earn-out payable by the Purchaser to the Vendor as further described in Section 2.8.

“**Effective Date**” has the meaning set forth in the preamble.

“**Electronic Address**” means “electronic address” as defined in Anti-Spam Laws applicable in Canada, the United States, France or similar Laws in other jurisdictions applicable to Nyteco France or the Business.

“**Employee**” and “**Employees**” means those singular individuals and group of individuals, respectively, employed by Nyteco France.

“**Employee ROFR Waiver**” means the form of waiver to be executed and delivered to the Purchaser, on or before the Effective Date, whereby the Employee waives its rights under the Laws of France to acquire the Purchased Shares from the Vendor in connection with the transactions contemplated hereby, in form and substance satisfactory to the Purchaser in its sole discretion.

“**Encumbrance**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, lien, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under the PPSA or sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Purchased Assets.

“**Environment**” means the air, surface water, ground water, body of water, any land (including surface land and sub-surface strata), soil or underground space, all living organisms and the interacting natural systems that include components of the air, land, water and inorganic matters and living organisms, and the environment or natural environment as defined in any Environmental Law, and “**Environmental**” shall have a corresponding meaning.

“**Environmental Law**” means any all Laws relating to the protection of the Environment including those relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, Release or Disposal of any Hazardous Substance.

“**Environmental Permit**” means any Permit required under or issued, granted, given, authorized by or made by any Governmental Authority under any Environmental Law.

“**EO Calculation**” has the meaning set forth in Section 2.8(b)(i).

“**EO Calculation Delivery Date**” has the meaning set forth in Section 2.8(b)(i).

“**EO Calculation Periods**” means the First EO Calculation Period, the Second EO Calculation Period and the Third EO Calculation Period.

“**EO Calculation Objection Notice**” has the meaning set forth in Section 2.8(b)(ii).

“**EO Calculation Statement**” has the meaning set forth in Section 2.8(b)(i).

“**EO Condition**” means a condition precedent to the obligation of the Purchaser to make any EO Payment, including the achievement by or on behalf of the Business of EO Target 1, EO Target 2 and EO Target 3, in respect of EO Payment 1, EO Payment 2 and EO Payment 3, within the applicable EO Calculation Periods as set forth in Section 2.8(a).

“**EO Payment**” has the meaning set forth in Section 2.8(a).

“**EO Revenue**” means, with respect to any EO Calculation Period, the revenue of the Business as well as any recurring revenue generated by the Purchaser in the Purchaser’s business, on the basis of customers/clients sourced/ referred by the Vendor and/or Guarantors (as the case may be) for such period, determined in accordance with IFRS.

“**EO Review Period**” has the meaning set forth in Section 2.8(b)(ii).

“**EO Shares**” has the meaning set forth in Section 2.8(d).

“**EO Term**” means the period beginning on the Closing Date and ending on the earlier of: (a) the third anniversary of the Closing Date, and (b) the date, if any, on which all of the Guarantors cease to be a full-time employee, consultant or an independent contractor of the Purchaser or any of its Affiliates, *provided* that if each Guarantor ceases to be a full-time employee, consultant or an independent contractor of the Purchaser or any of its Affiliates as a result of a No-Fault Event, the EO Term will end on the third anniversary of the Closing Date.

“**Estimated Closing Working Capital**” has the meaning set forth in Section 2.7(a).

“**Estimated Closing Working Capital Statement**” has the meaning set forth in Section 2.7(a).

“**Estimated Indebtedness**” has the meaning set forth in Section 2.7(a).

“**Estimated Transaction Expenses**” has the meaning set forth in Section 2.7(a).

“**Exchange**” means the TSX Venture Exchange.

“**Exchange Approval**” has the meaning set forth in Section 5.15(a).

“**Exchange Policies**” means the policies of the Exchange applicable to the Purchaser and the completion of the transactions contemplated under this Agreement, including Exchange Policy 5.3 - *Acquisitions and Dispositions of Non-Cash Assets* and Exchange Policy 1.1 - *Interpretation*.

“**Final Allocation**” has the meaning set forth in Section 2.10.

“**Financial Statements**” means, collectively, (a) the consolidated unaudited and management prepared financial statements of the Vendor Group for the financial year ended December 31, 2024 prepared in accordance with IFRS consisting of a statement of comprehensive income, statement of financial position, statement of changes in equity, statement of cash flows and the related notes thereto, and (b) the consolidated unaudited and management prepared financial statements of the Vendor Group for the six month period ended June 30, 2025 (the “**Balance Sheet Date**”) prepared in accordance with IFRS consisting of a balance sheet (the “**Balance Sheet**”), statement of income and retained earnings, statement of cash flows and the related notes thereto.

“**First EO Calculation Period**” means the EO Calculation Period beginning on the Closing Date and ending on the 12 month anniversary of the Closing Date.

“**Fundamental Representations of the Purchaser**” means the representations and warranties of the Purchaser set out in Sections 4.1 (*Capacity of the Purchaser*), 4.2 (*Execution and Binding Obligation*), 4.4 (*Issued MH Shares*), 4.5 (*Applicable Securities Laws - Common Shares*), 4.8 (*No Violation*) and 4.9 (*No Brokers*), together with the representations and warranties of the Purchaser set out in Section 2 (*Good Standing of the Purchaser*) and Section 3 (*Good Standing of Material Subsidiaries*) in Schedule C.

“**Fundamental Representations of the Vendor**” means the representations and warranties of the Vendor set out in Sections 3.1 (*Corporate Status and Capacity of the Vendor Group*), 3.2 (*Authority of the Vendor Group; Execution and Binding Obligation*), 3.3 (*No Violation*), 3.4 (*Financial Statements*), 3.5 (*Nyteco France*), 3.8 (*Related Party Indebtedness*), 3.10 (*Title to Purchased Assets*), 3.11 (*No Other Agreements to Purchase*), 3.14 (*Intellectual Property*), 3.24 (*Data Protection, Privacy and Security*), and 3.27 (*No Brokers*).

“Governing Documents” means: (a) if a company or corporation, those instruments that, among other things (i) define its existence, as filed or recorded with the applicable Governmental Authority, including such company or corporation’s or other legal entity’s articles of association, memorandum of association, constitution, memorandum or certificate of incorporation, organization or association, and (ii) otherwise govern internal affairs, including a company or corporation’s or legal entity’s by-laws or operation agreement; (b) if a general partnership, the partnership agreement and certificate of partnership; (c) if a limited partnership, the limited partnership agreement and the declaration of limited partnership; (d) if a trust, the trust indenture, deed of settlement or other document(s) establishing the trust and binding on the trustees or the trust property; (e) if another type of Person, other than a natural Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all equityholders’ or shareholders’ agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the equityholders of any Person; and (g) any amendment, renewal or supplement to any of the foregoing.

“Governmental Authority” means, with respect to any particular entity, excluding any of the following in its capacity as a party to any customer Contract with Nyteco France: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; and (d) any quasigovernmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing, including the Exchange and applicable securities commissions and securities regulatory authorities.

“Governmental Official” means any official or Representative of any Governmental Authority (or agency, instrumentality, or entity owned or controlled by any Governmental Authority) or public international organization, any political party or employee thereof or any candidate for political office.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

“Guarantors” has the meaning set forth in the preamble.

“HST/GST” means all Taxes levied under the HST/GST Act.

“HST/GST Act” means Part IX of the *Excise Tax Act* (Canada).

“Hardware” means mainframes, personal computers, servers, encryption equipment, data storage equipment, network equipment, routers, semi-conductor chips, and communication lines and other equipment.

“Hazardous Substance” means, collectively, petroleum, any petroleum product, any radioactive material (including radon gas), explosive or flammable materials, asbestos in any form, urea formaldehyde foam insulation, and polychlorinated biphenyls, any pollutant, contaminant, waste, hazardous substance, hazardous material, hazardous waste, toxic substance, dangerous substance, dangerous good, restricted hazardous waste, toxic substance or a source of contamination, as defined or identified in any Environmental Law.

“IFRS” means generally accepted accounting principles as set forth in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

“Increase” has the meaning set forth in Section 2.7(d).

“Indebtedness” means the amount equal to the sum of (without duplication) all of the following of Nyteco France: (a) indebtedness for borrowed money, including overdraft facilities, whether short term or long term; (b) obligations evidenced by notes, bonds, debentures or other similar instruments or debt securities; (c) obligations in respect of letters of credit and bankers’ acceptances, in each case, to the extent drawn; (d) any customer overpayments or net customer credit balances in accounts receivable; (e) bonus or change of control payments (including to any landlord) that were declared, accrued or otherwise payable by Nyteco France prior to or on Closing but not paid as of Closing and the employer portion of any payroll Taxes in connection therewith; (f) declared dividends not paid by the Vendor as at the date of Closing; (g) accrued and unpaid income Taxes relating to a Straddle Period, and (h) accrued interest, fees, prepayment, penalties or other similar obligations with respect to any of the foregoing clauses (a) through (h); but excludes any amounts related to research and development loss Tax credits and any debt owed by the Vendor under the Convertible Debenture.

“Indemnified Party” has the meaning set forth in Section 6.7.

“Indemnifying Party” has the meaning set forth in Section 6.7.

“Indemnity Notice” has the meaning set forth in Section 6.7(a).

“Independent Accountant” has the meaning set forth in Section 2.7(c)(iii).

“Independent Contractor” means any Person who is not, or was not (with respect to former Independent Contractors), an employee, officer or director of Nyteco France, or any such Person’s personal services company, and which receives or received remuneration from the Vendor or Nyteco France under a Contract for services as an independent contractor with respect to the Business.

“Insurance Policies” has the meaning set forth in Section 3.17.

“Intellectual Property” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, all registrations and applications for, and renewals and extensions of, such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, trade names and similar designations of source or origin, whether or not registered including all common law rights thereto and all goodwill associated therewith; websites and domain names; copyrights and, copyright registrations, including all moral rights therein; works of authorship, whether or not copyrightable; industrial designs; all know-how, trade secrets, confidential or proprietary business, technical or financial information, data, processes, methods, product specifications, formulae, techniques, studies, reports, business plans and all rights therein; inventions and invention disclosures and improvements to the same, whether or not patentable; integrated circuit topographies and mask works; and patents (including all registrations, reissues, divisional applications, provisional applications or analogous rights, continuations, continuations-in-part and improvements, modifications and extensions thereof).

“Interim Financial Statements” means the unaudited consolidated and management prepared interim financial statements of the Vendor Group for the nine month period ended September 30, 2025, consisting of a balance sheet and statement of income and retained earnings.

“Interim Period” means the period of time from and including the date of this Agreement to the Closing Time.

“IP Agreements” means all licences, sub-licences, Consents, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted to which the Vendor is a party, beneficiary or otherwise bound.

“**IP Assets**” means all Intellectual Property that is owned by the Vendor Group, which is used in or necessary for the conduct of the Business as currently conducted.

“**IP Assignment Agreement**” means the assignment agreement duly executed by the Vendor, transferring all of the Vendor’s right, title and interest in and to the IP Assets to the Purchaser, in form and substance satisfactory to the Purchaser, acting reasonably.

“**IP Developers**” means all current or former Employees, Independent Contractors and other Persons of the Vendor Group who are or have been involved in the development, modification, creation or improvement of any IP Assets.

“**IP Registrations**” means all IP Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trade-marks, domain names, copyrights, industrial designs, issued and reissued patents and pending applications for any of the foregoing.

“**Issue Price**” means C\$0.74 per Common Share, subject to Exchange approval.

“**Issued MH Shares**” has the meaning set forth in Section 2.15(a).

“**IT Systems**” means all computer Hardware, devices, peripheral equipment, Software and firmware, data and databases, technology infrastructure and other information technology systems and services that are used by the Vendor Group to operate the Business and to receive, store, process or transmit data, in relation to the Business.

“**JPB**” has the meaning set forth in the preamble.

“**Key Personnel**” means each of the Guarantors and each of their respective direct reports as at the Effective Date.

“**Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority having force of law.

“**Liabilities**” means the liabilities, obligations or commitments, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured of a nature currently reflected or reserved against in a balance sheet in accordance with IFRS.

“**Loss**” means any loss, liability, debt, Tax, damage, cost, expense, charge, fine, penalty or assessment of any Action and all interest and reasonable fees and expenses of legal counsel incurred in connection therewith; provided that any Loss shall not include consequential, punitive, special, indirect or exemplary damages including loss of revenue or income (whether as a direct or indirect damages), diminution in value, loss of business reputation or loss of opportunity, except to the extent actually awarded to a Person other than a Party to this Agreement or any of its Affiliates.

“**Malicious Code**” means any malicious code, malware, mobile code or virus, program, or sub-program the intended purpose of which is to damage or corrupt data or otherwise interfere with the operation of the computer system containing the code, program or subprogram.

“**Material Adverse Effect**” means, with respect to a Person (and, if such Person is the Purchaser, the Purchaser on a consolidated basis), any event, occurrence, state of facts, condition, development, result, circumstance or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, financial condition, assets or liabilities of such Person (or group); or (b) the ability of such Person to consummate the transactions contemplated by this Agreement on a timely basis; provided that, “**Material Adverse Effect**” shall not include any event, occurrence, fact, condition, development, result or change, directly or indirectly, arising out of, attributable to or in connection with: (i) changes in global, national or regional general economic, social or political conditions in Europe, Canada, the United States or elsewhere in the world, including trade wars, tariff

regimes, armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government or military actions, or any escalation or worsening of any of the foregoing; (ii) conditions generally affecting the industries in which such Person (or group) operates; (iii) any changes in financial, banking, securities, or credit markets in general (including any disruption thereof, any decline in the value of any market or security index and changes in prevailing interest rates or foreign exchange rates) or in general business, regulatory or market conditions in Europe, Canada, the United States or elsewhere in the world; (iv) any change resulting from or arising out of hurricanes, earthquakes, floods, or other natural or man-made disasters or acts of God; (v) epidemics, pandemics or disease outbreaks, including the effects of COVID-19, or any measures or responses thereto; (vi) changes in applicable Laws or accounting rules, or the enforcement, implementation or interpretation thereof; (vii) the failure of any Person to meet any internal or published projections or estimates of revenues, cash flow or earnings (provided the state of facts underlying that failure may be considered to determine whether a Material Adverse Effect has occurred); (viii) any matter which the Purchaser (if such Person is Nyteco France or the Vendor) or the Vendor (if such Person is the Purchaser) or their respective Affiliates is aware of as of the Effective Date; (ix) any impact on such Person's relationships with its employees, customers, suppliers, distributors or others having relationships with such Person, resulting from the notification, public announcement or completion of the transactions contemplated by this Agreement; or (x) or any action (or the effects of any action) taken (or omitted to be taken) upon the request or instruction of, or with the consent of, the Purchaser (if such Person is Nyteco France or the Vendor) or the Vendor (if such Person is the Purchaser) or actions that are required or permitted to be taken (or omitted to be taken), by or consistent with the terms of this Agreement or that are necessary to consummate the transactions contemplated hereby or under the other Transaction Documents; provided further that, the specific event, occurrence, state of facts, condition, development, result, circumstance or change referred to in clauses (i) through (iv) immediately above shall be taken into account if relevant in determining whether a Material Adverse Effect has occurred to the extent that such event, occurrence, state of facts, condition, development, result, circumstance or change has a material disproportionate effect on such Person compared to other participants in the industries in which such Person conducts its business.

“**Material Contracts**” has the meaning set forth in Section 3.8.

“**Material Customers**” has the meaning set forth in Section 3.16.

“**Month-End Financial Information**” means the consolidated management prepared financial information of the Vendor Group for each month-end period following the Balance Sheet Date, consisting of working capital and budget information for the Vendor Group.

“**Mutual Releases**” means: (a) the mutual releases and resignations between Nyteco France, on the one hand, and each resigning president, managing director, deputy managing director or similar individual of Nyteco France, on the other; and (b) the mutual releases between Nyteco France, on the one hand, and the Vendor, on the other hand, each in form and substance satisfactory to the Purchaser and the Vendor, acting reasonably.

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*.

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*.

“**Non-Restricted Shares**” has the meaning set forth in Section 2.16(a).

“**No-Fault Event**” means: (a) the termination, by the Guarantor, of an employment agreement or Consulting Agreement between such Guarantor and the Purchaser or one of its Affiliates, as applicable, due to a material breach of such agreement by the Purchaser or its Affiliate; (b) the termination by the Purchaser of an employment agreement or Consulting Agreement between such Guarantor and the Purchaser or one of its Affiliates, as applicable, without cause or any fault or breach of such agreement attributable to the Guarantor; (c) the death of the Guarantor; or (d) long-term or permanent disability of the Guarantor as certified by a highly-reputable and qualified physician, as previously agreed to by the Purchaser and the

Guarantor, as applicable and each acting reasonably, who is licensed to practice medicine in a jurisdiction within Canada or France.

“**Nyteco France**” has the meaning set forth in the preamble.

“**Nyteco India**” means Nyteco Technology India Private Limited, S. No. 63 Pl-13, Charu Aparts, Khondhwa KH, Pune, Pune City, Maharashtra, India, 411048.

“**Occupational Health and Safety Acts**” means, collectively, (a) the *Occupational Health and Safety Act* (Ontario), (b) the *Workers Compensation Act* (British Columbia), (c) the *Occupational Health and Safety Regulations* (British Columbia), (d) French Labour Code (France), and (e) any other Laws related to occupational health and safety and/or workmen compensation in other jurisdictions applicable to Nyteco France or the Business.

“**Open Source License Terms**” means license terms that (a) require Software designs to be generally (i) disclosed to third parties (in the case of Software, in source code form in whole or in part); (ii) licensed to third parties for the purpose of making derivative works; (iii) redistributable to third parties, at no charge, (b) otherwise prohibit or limit the receipt of consideration in connection with sublicensing or distributing of any such Software designs; or (c) except as specifically required by any Law, allow any Person to decompile, disassemble or otherwise reverse-engineer any Software.

“**Ordinary Course**” means, with respect to an action taken or omitted to be taken by a Person, that such action or omission is consistent in all material respects with the past practice of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person, subject to changes made that are required by changes to applicable Law.

“**Outside Date**” means the date that is three (3) months after the Effective Date, or such other date as may be mutually agreed in writing by the Purchaser and the Vendor, or extended pursuant to Section 8.3.

“**Parties**” means, collectively, the Purchaser, the Vendor, Nyteco France and each of the Guarantors and “**Party**” means any one of the Parties.

“**Payment Card Industry Data Security Standards**” means the set of security standards designed to protect cardholder data and reduce credit card fraud and ensure that all companies that accept, process, store, or transmit credit card information maintain a secure environment, developed by the Payment Card Industry Security Standards Council.

“**Pension Plan**” means a “registered pension plan” as that term is defined in Section 248(a) of the *Tax Act* (Canada) and, as applicable, similar Laws in other jurisdictions applicable to Nyteco France or the Business.

“**Permits**” means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights issued by any Governmental Authority.

“**Permitted Encumbrances**” means: (a) statutory Encumbrances for current Taxes, special assessments or other charges from a Governmental Authority not yet due and payable or delinquent; (b) mechanic’s, construction and carrier’s liens and other similar liens arising by operation of Law in the Ordinary Course for obligations that are not delinquent and will be paid or discharged in the Ordinary Course; (c) unregistered Encumbrances of any nature claimed or held by any Governmental Authority in which the Purchased Assets are located, or any Governmental Authority under any applicable Law, except for unregistered liens for unpaid Taxes, assessments and public utilities; (d) minor title defects that in the aggregate, do not materially impair the value, use or ownership of any of the Purchased Assets; (e) any right of expropriation conferred upon, reserved to or vested in which the Purchased Assets are located, or any Governmental Authority under any applicable Law; (f) the reservations, limitations, provisos, conditions, restrictions and exceptions in the letters patent or grant, as the case may be, from any Governmental Authority and statutory exceptions to title; and (g) a security interest relating to an operating lease of an asset entered into by Nyteco France in the Ordinary Course.

“**Person**” will be broadly interpreted and includes: (a) a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (b) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (c) a Governmental Authority.

“**Personal Information**” means any factual or subjective information, about an employee, Independent Contractor, contractor, agent, consultant, officer, director, executive, client, customer or supplier of the Business or Nyteco France who is a natural person or a natural person who is a shareholder of the Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify any individual, including, for avoidance of doubt, personal information stored within the Purchased Assets or Nyteco France’s products by its customers and clients.

“**PPSA**” means, collectively, the *Personal Property Securities Act* (British Columbia), *Personal Property Securities Act* (Ontario) or any other applicable Law or similar legislation in any jurisdiction in which the Vendor and Nyteco France carry on the Business or are registered to carry on the Business.

“**Pre-Closing Reorganization**” has the meaning set forth in Section 5.19.

“**Privacy Law**” means any applicable Law relating to the collection, use, handing, processing, sale, sharing, disposal, retention, disclosure, transfer or protection of Personal Information, including the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Information Protection Act* (British Columbia), the *General Data Protection Regulation* (GDPR) of the European Union, *Loi Informatique et Liberté* (France) and similar Laws in other jurisdictions applicable to Nyteco France or the Business and, to the extent applicable, Laws and rules relating to Payment Card Industry Data Security Standards, biometrics, internet of things, direct marketing, e-mails, text messages, robocalls, or telemarketing.

“**Privileged Communications**” has the meaning set forth in Section 5.13(b).

“**Purchased Assets**” has the meaning set forth in Section 2.1.

“**Purchase Price**” has the meaning set forth in Section 2.5.

“**Purchased Shares**” means all of the issued and outstanding 1,000 ordinary shares in the authorized capital of Nyteco France.

“**Purchaser**” has the meaning set forth in the preamble.

“**Purchaser Indemnitees**” has the meaning set forth in Section 6.2.

“**Purchaser’s Knowledge**” or “**Knowledge of the Purchaser**” or any other similar knowledge qualification, means the actual or constructive knowledge of any director or senior officer of the Purchaser, after reasonable due inquiry where appropriate and reasonable regarding those matters that a reasonable Person would consider material in order to provide the representations and warranties in this Agreement.

“**RB**” has the meaning set forth in the preamble.

“**Related Party**” means, in respect of a Person, any other Person who does not deal at arm’s length with such Person, where the question of whether Persons are not dealing with each other at arm’s length will be determined in accordance how that term is interpreted in connection with its use in the Tax Act.

“**Release**” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate of any Hazardous Substance into or through the Environment or as defined in any Environmental Law.

“**Relief**” includes: (a) any relief, loss, allowance, credit, deduction or set-off taken into account in computing any Tax liability, or any grant conferred on any Person; or (b) any right to repayment of Tax (whether or not including interest or penalties) available to that Person, and in all cases whether in France or elsewhere.

“**Remaining Businesses**” has the meaning set forth in Section 5.4(a).

“**Remedial Order**” means any Governmental Order issued, filed or imposed under any Environmental Law and includes any Governmental Order requiring any remediation or clean-up of any Hazardous Substance, or requiring that any Release or Disposal be reduced or eliminated.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person.

“**Resale Restrictions**” has the meaning set forth in Section 2.16(a).

“**Resolution Period**” has the meaning set forth in Section 2.7(c)(ii).

“**Restricted Jurisdiction**” has the meaning set forth in Section 5.4(a).

“**Restricted Party**” has the meaning set forth in Section 5.4.

“**Restricted Period**” has the meaning set forth in Section 5.4.

“**Restricted Shares**” has the meaning set forth in Section 2.16(a).

“**Rights and Restrictions Agreement**” means the agreement to be entered into among the Purchaser, on one hand, and the Vendor and each of the Guarantors on the other hand, on or before the Closing and effective on the Closing Date, in the form to be agreed to prior to Closing between the Purchaser, the Vendor and each of the Guarantors, each acting reasonably.

“**SD**” has the meaning set forth in the preamble.

“**Second EO Calculation Period**” means the EO Calculation Period beginning on the day following the first anniversary of the Closing Date and ending on the second anniversary of the Closing Date.

“**Security Incident**” means (a) any breach of the Vendor’s databases or IT Systems resulting from any Malicious Code, Disabling Code or such other virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, or boot sector infectors, design, instruction, routine or surveillance Software, codes or routines, or any type of deficiency in the Vendor’s databases or IT Systems that would reasonably be expected, if triggered, to: (i) erase data or programming; (ii) have a Material Adverse Effect on the Business, Personal Information or other data of the Business; (iii) cause the IT Systems of the Business to become inoperable or otherwise incapable of being used in the full manner for which such IT Systems were intended to be used; (iv) would allow access to any member of the Vendor Group’s databases or IT Systems in an unauthorized manner; or (v) allow the IT Systems or databases to be exposed to any type of malware, ransomware or hacking attack; or (b) any failure of the Vendor Group’s back-up data processing services.

“**Software**” means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format and all versions, updates, corrections, enhancements, replacements and modifications thereof, whether operational, under development or inactive, regardless of the language in which they are expressed, and all documentation related thereto.

“**Statement of Objections**” has the meaning set forth in Section 2.7(c)(ii).

“**Straddle Period**” means any Tax Period beginning before the Closing Date and ending after the Closing Date.

“**Tangible Personal Property**” has the meaning set forth in Section 2.1(e).

“**Tax**” or “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, goods and services, HST/GST, alternative, or add on minimum tax including sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.

“**Tax Act**” means, collectively, (a) the *Income Tax Act* (Canada), (b) the *General Tax Code* (France), and (c) similar Laws relating to Tax in France or in other jurisdictions applicable to Nyteco France or the Business.

“**Tax Claim**” means any claim under Section 3.23 and Section 6.2(c).

“**Tax Demand**” includes any notice, demand, assessment, letter or other document issued, or action taken, by or on behalf of any Governmental Authority or other person, whereby the Purchaser or Nyteco France may be, or be sought to be, placed under any or any increased liability to Tax or may be deprived or sought to be deprived of any Relief which might otherwise have been available in each case relating to any period, income arising, or event occurring, prior to Closing.

“**Tax Period**” means any period prescribed by any Governmental Authority for which a Tax Return is required to be filed or Tax is required to be paid.

“**Tax Return**” means all reports, returns, information returns, claims for refunds, elections, designations, estimates, reports and other documents, including any schedule or attachments thereto, filed or required to be filed or supplied to any Governmental Authority in respect of Taxes and including any amendment thereof or attachment thereto.

“**Tax Saving**” in respect of a loss, liability, cost or expense, means: (a) where the amount of a loss, liability, cost or expense suffered or incurred is wholly or partly deductible for income Tax purposes, the amount of deduction to which the relevant person is entitled multiplied by the relevant Tax rate (and that deduction is to be treated as arising in the same Tax year as the relevant loss, liability, cost or expense is suffered or incurred); and (b) the amount of any relevant GST input Tax credit or other deduction from output Tax, in all cases case in any past, current or future period.

“**Third EO Calculation Period**” means the EO Calculation Period beginning on the day following the second anniversary of the Closing Date and ending on the third anniversary of the Closing Date.

“**Third Party Claim**” has the meaning set forth in Section 6.7(b), and for the avoidance of doubt does not include a Tax Claim or a Tax Demand.

“**Total EO Payment**” has the meaning set forth in Section 2.8(a).

“**Trading Day**” means a day on which the Exchange is open for trading, provided, that if on such date the Common Shares are not listed or quoted for trading on the Exchange or any other recognized national stock exchange or quotation system as the Vendor may approve, then Trading Day shall mean a Business Day.

“**Transaction Documents**” means this Agreement, the Assignment and Assumption Agreement, the Consulting Agreements, the Employee ROFR Waivers, the IP Assignment Agreement, the Mutual Releases, the Rights and Restrictions Agreement, the Transition Services Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transaction Expenses**” means, to the extent not paid before Closing, the legal, Tax, financial advisory and accounting costs and expenses incurred by Nyteco France prior to the Closing in connection with the consummation of the transaction contemplated under this Agreement, including the preparation, negotiation, execution and delivery of this Agreement, the Transaction Documents and any other agreement or document contemplated in this Agreement.

“**Transition Services Agreement**” means the agreement to be entered into between the Purchaser and Nyteco France, on one hand, and the Vendor and Nyteco India, on the other hand, on or before the Closing Date, in the form to be agreed to prior to Closing between the Vendor and the Purchaser acting reasonably.

“**Uncollected Receivable**” has the meaning set forth in Section 2.9(a).

“**Unredeemed Contracts**” means any of the Assigned Contracts, for which the Vendor received payment from customers, but has not completed its performance of services thereunder as of the Effective Date and as more specifically set out in Section 1.1 of the Disclosure Letter.

“**Use**” has the meaning set forth in Section 5.7(d).

“**Vendor**” has the meaning set forth in the preamble.

“**Vendor’s Counsel**” means M/s CNS Juris, having its office address at Office Nos. 34, 35, 36 & 37, 2nd Floor, United Apartments, East Street, Camp, Pune – 411001, Maharashtra, INDIA.

“**Vendor Group**” means the Vendor and Nyteco France.

“**Vendor Shareholder Approval**” means the special resolution of the shareholders of the Vendor required under the *Canada Business Corporations Act* (Canada) required to authorize the sale of the Purchased Assets, being all or substantially all of the assets and undertaking of the Vendor, pursuant to the transactions contemplated by this Agreement and the Transaction Documents, in form and substance satisfactory to the Purchaser, acting reasonably.

“**Vendor Indemnitees**” has the meaning set forth in Section 6.3

“**Vendor’s Knowledge**” or “**Knowledge of the Vendor**” or any other similar knowledge qualifications, means the actual or constructive knowledge of each of the Guarantors, after reasonable due inquiry where appropriate and reasonable regarding those matters that a reasonable Person would consider material in order to provide the representations and warranties in this Agreement.

“**VWAP**” means the volume weighted average trading price of the Common Shares on the Exchange or, if on such date the Common Shares are not listed on the Exchange, on such other recognized national stock exchange or quotation system on which the Common Shares may trade, calculated by dividing the total value of the Common Shares by the total volume of Common Shares traded on the Exchange (or such other recognized national stock exchange or quotation system on which the Common Shares may trade) for the relevant period.

“**WC Election**” has the meaning set forth in Section 2.7(e)(v).

“**WC Shares**” has the meaning set forth in Section 2.7(e)(v).

“**WC VWAP**” has the meaning set forth in Section 2.7(e)(v).

“**Working Capital Target**” shall mean (\$400,000).

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms and conditions set forth herein, at the Closing Time, the Vendor shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Vendor, free and

clear of any Encumbrances other than Permitted Encumbrances, the Purchased Shares and all of the Vendor's right, title and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively with the Purchased Shares, the "**Purchased Assets**"), that include:

- (a) all accounts or notes receivable held by the Vendor, and any security, claim, remedy or other right related to any of the foregoing as at the Closing Date (collectively, the "**Accounts Receivable**");
- (b) all Contracts, including IP Agreements, set forth in Section 2.1(b) of the Disclosure Letter (collectively, the "**Assigned Contracts**");
- (c) all amounts received by the Vendor on or prior to the Closing Date in respect of Unredeemed Contracts that remain unfulfilled by the Vendor Group as of the Closing Date, and all amounts that may be received by the Vendor following the Closing Date in respect of such Unredeemed Contracts;
- (d) all IP Assets;
- (e) certain equipment, supplies, computers, and other tangible personal property set forth in Section 2.1(e) of the Disclosure Letter (collectively, the "**Tangible Personal Property**");
- (f) all Permits which are held by the Vendor and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets as set forth in Section 2.1(f) of the Disclosure Letter;
- (g) all rights to any Action of any nature available to the Vendor to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
- (h) all prepaid expenses;
- (i) all of the Vendor's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (j) the Books and Records;
- (k) all goodwill and the going concern value of the Business.

2.2 **Excluded Assets**

Notwithstanding the provisions of Article 2 or any other provision in this Agreement to the contrary, the Purchaser shall not assume and shall not acquire any assets of the Vendor, or any of its Affiliates, used in the Business of any kind or nature whatsoever other than the Purchased Assets. In particular, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

- (a) all Intellectual Property in the word "Nyteco" and the associated logo and/or other marks being used by the Vendor, including the domain name of "nyteco.com";
- (b) all real property, including any leases entered into by the Vendor for the purposes of carrying out the Business;
- (c) Contracts that are not Assigned Contracts including those Contracts specified in Section 2.2(c) of the Disclosure Letter (collectively, the "**Excluded Contracts**");
- (d) the corporate seals, organizational documents, minute books, share certificate books, corporate Tax Returns, books of account or other records having to do with the corporate organization of the Vendor;

- (e) all Benefit Plans and assets attributable thereto;
- (f) the assets, properties and rights specifically set forth in Section 2.2(f) of the Disclosure Letter;
- (g) the rights which accrue or will accrue to the Vendor under the Transaction Documents;
- (h) all Privileged Communications; and
- (i) all rights, claims and causes of action relating solely to any Excluded Asset or any Excluded Liability.

2.3 Assumed Liabilities

Subject to the terms and conditions set forth herein, the Purchaser shall assume and agree to pay, perform and discharge only the following Liabilities of the Vendor (collectively, the “**Assumed Liabilities**”), and no other Liabilities:

- (a) all Liabilities in respect of the Assigned Contracts, including the Unredeemed Contracts, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the Ordinary Course and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Vendor on or before the Closing; and
- (b) all Liabilities of the Vendor in respect of the Employees to the extent that such Liabilities are based on facts, circumstances or events that arise after the Closing, as on the Closing Date, which include all wages, salaries, overtime, vacation pay, bonuses, commissions, incentive payments, including any indemnity in lieu of notice of termination and reasonable notice of termination and other like amounts with respect to the Employees.

2.4 Excluded Liabilities

Notwithstanding the provisions of Section 2.3 or any other provision in this Agreement to the contrary, the Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the Vendor or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (collectively, the “**Excluded Liabilities**”). The Vendor shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

- (a) any Liabilities of the Vendor arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others. For greater clarity each Party will be responsible for paying their own accounting and legal fees in accordance with Section 9.1 herein;
- (b) all amounts due and owing by the Vendor to third parties, with respect to the operation of the Business, as of the Closing Date;
- (c) any Liabilities for Taxes payable by the Vendor;
- (d) any Liabilities relating to or arising out of the Excluded Assets;
- (e) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or before the Closing Date;
- (f) any Liabilities of the Vendor in respect of any employees, consultants or independent contractors of the Vendor, including all severance payments, damages for wrongful

- dismissal or breach of contract, and all related costs;
- (g) any environmental claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or before the Closing on the Closing Date or otherwise to the extent arising out of any actions or omissions of the Vendor;
 - (h) any payables of the Vendor (i) to the extent not accounted for on the Balance Sheet; (ii) which constitute intercorporate payables owing to Affiliates of the Vendor; (iii) which constitute debt, loans or credit facilities to financial institutions; or (iv) which did not arise in the Ordinary Course;
 - (i) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to the Vendor on or before the Closing; (ii) did not arise in the Ordinary Course; or (iii) are not validly and effectively assigned to the Purchaser under this Agreement;
 - (j) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of each member of the Vendor Group (including with respect to any breach of obligations by such Person), except for indemnification of such Person under Section 6.3 as the Vendor Indemnitees;
 - (k) any Liabilities under the Excluded Contracts;
 - (l) any Liabilities associated with the Convertible Debenture or other debt, loans or credit facilities of the Vendor or the Business owing to financial institutions; and
 - (m) any Liabilities arising out of, in respect of or in connection with the failure by the Vendor or any of its Affiliates to comply with any Law or Governmental Order.

2.5 **Purchase Price**

(a) **Determination of Purchase Price**

The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Purchased Assets shall be determined as follows:

- (i) the Closing Amount (as defined herein);
- (ii) *plus* any amounts payable to the Vendor as EO Payments under Section 2.8, provided that such payments, in the aggregate, shall not exceed an amount equal to the Total EO Payment ;
- (iii) *plus* an amount equal to the positive amount, if any, by which Estimated Closing Working Capital exceeds the Working Capital Target;
- (iv) *minus* an amount equal to the positive amount, if any, by which Working Capital Target exceeds the Estimated Closing Working Capital;
- (v) *minus* the Estimated Transaction Expenses; and
- (vi) *minus* the Estimated Indebtedness,

subject to adjustment after Closing in accordance with Section 2.7(d) and Section 6.10. The assumption of the Assumed Liabilities by the Purchaser shall constitute part of the consideration for the Purchased Assets.

(b) **Payment of Closing Amount**

At or prior to the Closing Time, as applicable, the Purchaser will pay and satisfy the following amounts (collectively, the “**Closing Amount**”) as follows:

- (i) \$1,349,136 (the “**Consideration Shares Value**”), by issuing the Consideration Shares to and in the name of the Vendor at Closing; and
- (ii) \$227,034 to the Vendor by certified cheque, bank draft, wire transfer or electronic funds transfer of immediately available funds to the account(s) designated in writing by the Vendor.

In addition, the Purchaser will pay the sum of \$242,772 to the Vendor on or before December 31, 2025.

(c) **Method of Payment of Purchase Price**

The Parties agree and acknowledge that the number of Common Shares to be issued in payment and satisfaction of the Consideration Shares Value (the “**Consideration Shares**”) shall be determined by:

- (i) multiplying the Consideration Shares Value by the Agreed Exchange Rate to determine the Canadian Dollar equivalent of the Consideration Shares Value, and
- (ii) dividing such Canadian Dollar equivalent amount by the Issue Price, and rounding the resulting number of shares down to the nearest whole-number.

2.6 **Closing**

(a) Subject to the terms and conditions of this Agreement, the purchase and sale of the Purchased Assets contemplated hereby shall take place by way of electronic exchange between the Purchaser’s counsel and the Vendor’s Counsel of executed documents and other deliverables (the “**Closing**”), to be held at the Closing Time on the Closing Date, or on such other date and such other time as may be agreed upon in writing by the Vendor and the Purchaser, and will be effective as of the Closing Time.

(b) At the Closing, the Purchaser shall deliver to the Vendor:

- (i) a direct registration system (DRS) advice statement/ share certificate representing the Consideration Shares in the name of the Vendor, free and clear of all Encumbrances, to which the Vendor is entitled to receive pursuant to Section 2.5;
- (ii) evidence that the Purchaser has made the payments required to be made under Section 2.5(b)(ii) at or prior to Closing; and
- (iii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Purchaser at or before the Closing under Section 7.3.

(c) At the Closing, the Vendor shall deliver to the Purchaser:

- (i) the Purchased Assets, as applicable; and
- (ii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Vendor at or before the Closing under Section 7.2.

2.7 Closing Working Capital and Adjustment

(a) Estimated Closing Working Capital

At least three (3) Business Days before the Closing Date, the Vendor shall prepare and deliver to the Purchaser a statement (the “**Estimated Closing Working Capital Statement**”) along with all relevant supporting documentation and invoices, as applicable, in accordance with IFRS and the illustrative example contained in Schedule B, setting forth its good faith estimate of the Transaction Expenses (the “**Estimated Transaction Expenses**”), the Indebtedness (the “**Estimated Indebtedness**”), and the Closing Working Capital (the “**Estimated Closing Working Capital**”) as at the Closing Date, which shall contain an unaudited consolidated and management prepared carve-out balance sheet of the Business as of the Calculation Time.

(b) Final Closing Working Capital Statement

Within sixty (60) days after the Closing Date, the Purchaser shall prepare a statement setting forth its calculation of the Transaction Expenses, the Indebtedness and the Closing Working Capital, which statement shall contain an unaudited consolidated and management prepared carve-out balance sheet of the Business as of the Calculation Time (the “**Closing Working Capital Statement**”) along with all relevant supporting documentation, in accordance with IFRS and the illustrative example contained in Schedule B.

(c) Examination and Review

- (i) **Examination.** After receipt of the Closing Working Capital Statement, the Vendor shall have thirty (30) days (the “**Review Period**”) to review the Closing Working Capital Statement and the calculations therein. During the Review Period, the Vendor and its Representatives shall have full access to the Books and Records, the personnel of, and all working papers prepared by, the Purchaser and the Purchaser’s accountant to the extent that they relate to the Closing Working Capital Statement or the calculations therein, and to such historical financial information (to the extent in the Purchaser’s possession or control) relating to the Closing Working Capital Statement as the Vendor may reasonably request; provided that such access shall be in a manner that does not unreasonably interfere with the normal business operations of the Purchaser or Nyteco France.
- (ii) **Objection.** On or before the last day of the Review Period, the Vendor may object to the Closing Working Capital Statement by delivering to the Purchaser a written statement setting forth the Vendor’s objections in reasonable detail, indicating each disputed item or amount and the basis for the Vendor’s disagreement therewith (the “**Statement of Objections**”). If the Vendor fails to deliver the Statement of Objections on or before the last day of the Review Period, the Closing Working Capital Statement shall be deemed to have been accepted by the Vendor and shall be final and binding on the Vendor and the Purchaser. If the Vendor delivers the Statement of Objections on or before the last day of the Review Period, the Purchaser and the Vendor shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the “**Resolution Period**”) and, if all of the objections are resolved within the Resolution Period, the Closing Working Capital Statement as resolved by agreement of the Vendor and the Purchaser shall be final and binding on the Vendor and the Purchaser.
- (iii) **Resolution of Disputes.** If the Vendor and the Purchaser fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any items remaining in dispute (the

“**Disputed Items**”) shall be submitted for resolution to a senior partner at Doane Grant Thornton LLP (the “**Independent Accountant**”) who, acting as an expert and not an arbitrator, shall resolve the Disputed Items only and make any resulting adjustments to the Closing Working Capital Statement. The Independent Accountant shall only decide the specific items under dispute by the Vendor and the Purchaser and its decision for each Disputed Item must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively. The Closing Working Capital Statement and the calculations therein as resolved by agreement of the Vendor and the Purchaser and as adjusted by the Independent Accountant shall be final and binding on the Vendor and the Purchaser.

- (iv) **Determination of Final Closing Working Capital.** The determination of Transaction Expenses, the Indebtedness and the Closing Working Capital as set out in the Closing Working Capital Statement that is binding on the Purchaser and the Vendor pursuant to the framework in this Section 2.7(c) as referred to as the “**Final Transaction Expenses**”, the “**Final Indebtedness**” and the “**Final Closing Working Capital**”, respectively.
- (v) **Fees of the Independent Accountant.** The fees and expenses of the Independent Accountant shall be divided between the Vendor and the Purchaser as determined by the Independent Accountant based upon the relative success (in terms of percentages) of each such Party’s claim. For example, if the final determination reflects a 60-40 compromise of the Parties’ respective positions, the Party (i.e. either the Vendor or the Purchaser) whose position was determined to be 60% successful would pay 40% of the fees and expenses of the Independent Accountant, and the Party (i.e., the Vendor or the Purchaser) whose position was determined to be 40% successful would pay 60% of the fees and expenses of the Independent Accountant.
- (vi) **Determination by Independent Accountant.** The Vendor and the Purchaser shall instruct the Independent Accountant to make a determination as soon as practicable and in any event within thirty (30) days (or such other time as the Vendor and the Purchaser shall mutually agree in writing) after its engagement.

(d) **Determination of Adjustment**

Upon finalization of the Closing Working Capital Statement pursuant to the framework set out in Section 2.7(c), the Purchase Price will be adjusted as follows:

- (i) if the Final Closing Working Capital exceeds the Estimated Closing Working Capital, the Purchase Price will be increased by the amount of the difference;
- (ii) if the Final Closing Working Capital is less than the Estimated Closing Working Capital, the Purchase Price will be decreased by the amount of the difference;
- (iii) if the Final Indebtedness exceeds the Estimated Indebtedness, the Purchase Price will be decreased by the amount of the difference;
- (iv) if the Final Indebtedness is less than the Estimated Indebtedness, the Purchase Price will be increased by the amount of the difference;
- (v) if the Final Transaction Expenses exceeds the Estimated Transaction Expenses, the Purchase Price will be decreased by the amount of the difference; and
- (vi) if the Final Transaction Expenses is less than the Estimated Transaction Expenses, the Purchase Price will be increased by the amount of the difference.

If the sum of the adjustments required pursuant to this Section 2.7(d) results in an increase to the Purchase Price, there will be an “**Increase**” and, if the sum of those adjustments results in a decrease to the Purchase Price, there will be a “**Decrease**” and the Purchaser and the Vendor will then promptly comply with its obligations under Section 2.7(e).

(e) **Payment of Adjustment**

- (i) The payments set out in this Section 2.7(e) must be made within fifteen (15) Business Days of the determination of the Purchase Price under Section 2.7(d).
- (ii) If there is a Decrease, the Vendor will pay to the Purchaser an amount equal to the Decrease by wire transfer of immediately available funds to an account designated in writing by the Purchaser.
- (iii) If there is an Increase, the Purchaser will pay to the Vendor an amount equal to the Increase by wire transfer of immediately available funds to an account designated in writing by the Vendor.
- (iv) Any Increase payment due to the Vendor may be satisfied, at the option of the Purchaser (the “**WC Election**”), in either (A) cash, (B) if the Purchaser is listed on the Exchange (or such other recognized national stock exchange or quotation system) on the expiry of the time period set out in Section 2.7(e)(i), in Common Shares (the “**WC Shares**”) at the higher of (1) the Issue Price, or (2) the prevailing ten (10) day VWAP calculated as of the date of the final determination of the Increase (the “**WC VWAP**”), or (C) a combination of both cash and WC Shares.
- (v) The WC Election shall be exercised in accordance with the following terms:
 - (A) The Purchaser shall notify the Vendor in writing of its election, specifying whether the Increase payment will be satisfied in cash, WC Shares, or a combination of both, by no later than seven (7) days after the final determination of the Increase.
 - (B) In the event the Purchaser elects to pay all or a portion of the Increase in cash, the Purchaser shall pay the Vendor such amount of by wire transfer in immediately available funds to an account designated by the Vendor within the time specified in Section 2.7(e)(i).
 - (C) In the event the Purchaser elects to pay a portion of any adjustment to the Purchase Price in accordance with Section 2.7(e)(iv) in WC Shares, the Purchaser shall, within the time specified in Section 2.7(e)(i), issue to the Vendor that number of fully paid and non-assessable Common Shares, calculated by dividing the portion of the Increase to be satisfied in WC Shares by the WC VWAP, subject to all requisite approvals of the Exchange (or such other recognized national stock exchange or quotation system on which the Purchaser is listed) and the provisions in Section 2.7(e) hereto as of the applicable date such payment is due and payable.

2.8 **Earn-Out**

(a) **Earn-Out**

As part of the consideration for the Purchased Assets, subject to the terms and conditions provided for in this Agreement, the Purchaser shall pay to the Vendor up to an additional \$18,100,000 (the “**Total EO Payment**”) upon the respective achievement, by or on behalf of the Business, of a cumulative earn-out target of \$5,000,000 (the “**EO Target**”) during the EO Term, by paying the Vendor the following amounts after each EO Calculation Period in accordance with Section 2.8(d):

- (i) If the EO Revenue for the First EO Calculation Period is equal to or greater than \$500,000 (“**EO Target 1**”), then after the First EO Calculation Period an amount (“**EO Payment 1**”) equal to the Total EO Payment *multiplied* by the fraction resulting from *dividing* the EO Revenue of the First EO Calculation Period by the EO Target, which, for greater certainty, shall be calculated by the Parties using the following formula:

$$\text{EO Payment 1} = \text{Total EO Payment} \times (\text{EO Revenue of the First EO Calculation Period} \div \text{EO Target})$$

provided that, for greater certainty, if the EO Revenue for the First EO Calculation Period is less than EO Target 1, then no EO Payment is payable in respect of the First EO Calculation Period.

- (ii) If the EO Revenue for the Second EO Calculation Period is equal to or greater than \$750,000 (“**EO Target 2**”), then after the Second EO Calculation Period, an amount (“**EO Payment 2**”) equal to the Total EO Payment *multiplied* by the fraction resulting from *dividing* the aggregate EO Revenue for the First EO Calculation Period and the Second EO Calculation Period by the EO Target, *less* the amount equal to EO Payment 1, which, for greater certainty, shall be calculated by the Parties using the following formula:

$$\text{EO Payment 2} = \text{Total EO Payment} \times (\text{Aggregate EO Revenue of the First EO Calculation Period and Second EO Calculation Periods} \div \text{EO Target}) - \text{EO Payment 1}$$

provided that, for greater certainty, if (A) there is no EO Payment 1 as a result of the EO Target 1 not being satisfied in the First EO Calculation Period, the EO Revenue for First EO Calculation Period will count, dollar for dollar, towards the satisfaction of EO Target 2, and (B) if the aggregate EO Revenue for the First EO Calculation Period and Second EO Calculation Period is less than EO Target 2, then no EO Payment is payable in respect of the First EO Calculation Period or Second EO Calculation Period.

- (iii) If the EO Revenue for the Third EO Calculation Period is equal to or greater than \$1,000,000 (“**EO Target 3**”), then after the Third EO Calculation Period, an amount (“**EO Payment 3**”) equal to Total EO Payment *multiplied* by the fraction resulting from *dividing* the aggregate EO Revenue for the EO Calculation Periods by the EO Target, *less* the amount equal to the sum of EO Payment 1 and EO Payment 2, which, for greater certainty, shall be calculated by the parties using the following formula:

$$\text{EO Payment 3} = \text{Total EO Payment} \times (\text{Aggregate EO Revenue of the EO Calculation Periods} \div \text{EO Target}) - (\text{EO Payment 1} + \text{EO Payment 2})$$

provided that, for greater certainty, if (A) there is no EO Payment 1 or EO Payment 2 as a result of EO Target 1 and EO Target 2 not being satisfied in the First EO Calculation Period or Second EO Calculation Period, as applicable, then the EO Revenue for the First EO Calculation Period and Second EO Calculation Period will count towards the satisfaction of EO Target 3, and (B) if the aggregate EO Revenue of the EO Calculation Periods is less than EO Target 3, then no EO Payment is payable to the Vendor pursuant to this Section 2.8.

- (iv) The Parties agree and acknowledge that the Purchaser shall only be liable to make payments to the Vendor under this Section 2.8 up to an amount equal to the Total

EO Payment, and the Parties agree and acknowledge that if, at any time, the Purchaser has made the Total EO Payment to the Vendor during the EO Term, then the obligations of the Parties under this Section 2.8 shall be deemed to have been satisfied and discharged.

(b) **Procedures Applicable to Determination of the EO Payments**

- (i) On or before the date which is sixty (60) calendar days after the last day of each EO Calculation Period (each such date, an “**EO Calculation Delivery Date**”), the Purchaser shall prepare and deliver to the Vendor a written statement (in each case, an “**EO Calculation Statement**”) setting forth in reasonable detail the Purchaser’s determination of EO Revenue for the applicable EO Calculation Period and calculation of the resulting EO Payment (in each case, an “**EO Calculation**”). For greater certainty and by way of illustration, a sample EO Calculation is set out in Schedule A.
- (ii) The Vendor shall have thirty (30) calendar days after receipt of the EO Calculation Statement for each EO Calculation Period (in each case, the “**EO Review Period**”) to review the EO Calculation Statement and the EO Calculation set forth therein. During the EO Review Period, the Vendor and its Representatives shall have the right to call for and inspect the Purchaser’s books and records with respect to the Business and Nyteco France during normal business hours at its head office, upon reasonable prior notice and solely for purposes reasonably related to the determinations of the EO Calculation. Before the expiration of the EO Review Period, the Vendor may object to the EO Calculation set forth in the EO Calculation Statement for the applicable EO Calculation Period by delivering a written notice of objection (an “**EO Calculation Objection Notice**”) to the Purchaser. Any EO Calculation Objection Notice shall specify the items in the applicable EO Calculation disputed by the Vendor and shall describe in reasonable detail the basis for such objection and the amount in dispute. If the Vendor fails to deliver an EO Calculation Objection Notice to the Purchaser before the expiration of the EO Review Period, then the EO Calculation set forth in the EO Calculation Statement shall be final and binding on the Parties hereto. The Parties acknowledge and agree that if the Vendor timely delivers an EO Calculation Objection Notice, then it shall be final and binding on the Vendor, and the Purchaser and the Vendor shall negotiate in good faith to resolve the disputed items and agree upon the resulting amount of the EO Revenue and EO Payment (if any) for the applicable EO Calculation Period. If the Purchaser and the Vendor have not reached an agreement within thirty (30) calendar days after such an EO Calculation Objection Notice has been given, all unresolved disputed items shall be promptly referred to an impartial internationally recognized firm of independent chartered professional accountants (other than the Vendor’ accountants or the Purchaser’s accountant) appointed by mutual agreement of the Purchaser and the Vendor or, if the Parties cannot reach a mutual agreement, then the Independent Accountant. The Independent Accountant shall be directed to render a written report on the unresolved disputed items with respect to the applicable EO Calculation as promptly as practicable but in no event greater than thirty (30) days after such submission to the Independent Accountant, and to resolve only those unresolved disputed items set forth in the EO Calculation Objection Notice. If unresolved disputed items are submitted to the Independent Accountant, the Purchaser and the Vendor shall each furnish to the Independent Accountant such work papers, schedules and other documents and information relating to the unresolved disputed

items as the Independent Accountant may reasonably request. The Independent Accountant shall resolve the disputed items as an expert and not as an arbitrator based solely on the applicable definitions and other terms in this Agreement and the presentations by the Purchaser and the Vendor, and not by independent review. The Parties agree and acknowledge that resolution of the dispute and the calculation of EO Revenue that is the subject of the applicable EO Calculation Objection Notice by the Independent Accountant shall be final and binding on the Parties hereto. The fees and expenses of the Independent Accountant shall be borne by the Vendor and the Purchaser in proportion to the amounts by which the Purchaser's or the Vendor's respective calculations of EO Revenue differ from EO Revenue as finally determined by the Independent Accountant.

- (iii) The Parties acknowledge and agree that for the purposes of the EO Calculation Statement, any foreign exchange required for the EO Calculation shall use the Agreed Exchange Rate.
- (iv) Promptly following the Closing, the Parties agree to negotiate in good faith and use their respective commercially reasonable efforts to establish a referral process to: (A) qualify leads for customers/clients sourced or referred by the Vendor and/or the Guarantors, as applicable, in advance of such customers/clients entering into any arrangements, oral or written, with the Purchaser or its Affiliates; and (B) ensure clarity regarding whether any revenue generated by such customers/clients is "new" or "additional" revenue for the Purchaser or its Affiliates, in which case it will constitute EO Revenue for the purposes of this Agreement. For greater certainty, the Parties agree that a lead shall be deemed to generate "new" revenue only if there is no prior business relationship between the Purchaser or its Affiliates and the lead before the referral, and a lead shall be considered to generate "additional" revenue only if the referral results in an increase in the scope or scale of an existing relationship that is directly and solely attributable to the efforts of the Vendor and/or Guarantors, as applicable. The referral process and criteria for lead qualification shall be reviewed by the Parties annually to ensure compliance with the terms of this Agreement and to incorporate any necessary adjustments agreed to by the Parties, and the Parties agree to cooperate fully in the review process and to implement any agreed-upon changes promptly thereafter.
- (v) The Vendor and/or Guarantors, as applicable, shall submit potential leads to the Purchaser in a standardized format agreed upon by the Parties in accordance with the referral process established under Section 2.8(b)(iv), including detailed information about the prospective customer or client, such as contact details, business needs, any prior interactions with the Vendor Group and/or Guarantors and such other information as may be reasonably requested by the Purchaser. The Purchaser shall evaluate each lead based on predefined criteria established under the referral process, including the potential for generating revenue or recurring revenue, the alignment of the lead's business needs with the Purchaser's offerings, and the absence of any existing relationship between the Purchaser or its Affiliates and the lead prior to the referral. The Parties shall maintain comprehensive records of all referred leads and the outcomes of the qualification process. The Purchaser shall provide written confirmation to the Vendor and/or the Guarantors, as applicable, regarding the qualification status of each lead. Any disputes regarding the qualification of a lead or the classification of revenue as "new" or "additional", and thus constituting EO Revenue, shall be resolved in accordance with Section 2.8(b)(ii).

(c) EO Payments Conditional and Independent

The Purchaser's obligations to pay each of the EO Payments to the Vendor under and in accordance with Section 2.8 are each independent of each other and are each conditional obligations of the Purchaser that are each independent and contingent upon the satisfaction of each EO Condition by or on behalf of the Business, respectively.

(d) Timing and Method of Payment of EO Payments

Subject to Section 2.8(e), any EO Payment that the Purchaser is required to pay under Section 2.8(a) shall be paid in full no later than ten (10) Business Days following the date upon which the determination of EO Revenue for the applicable EO Calculation Period becomes final and binding upon the Parties as provided in Section 2.8(b)(ii) (including any final resolution of any dispute raised by the Vendor in an EO Calculation Objection Notice). The Purchaser shall pay to the Vendor the applicable EO Payment in either:

- (i) cash by wire transfer in immediately available funds to an account designated by the Vendor not less than three (3) Business Days prior to the date upon which an EO Payment is to be made;
- (ii) Common Shares (the "**EO Shares**") if the Purchaser is then currently listed on the Exchange (or such other recognized national stock exchange or quotation system), and the Parties agree and acknowledge that the EO Shares issued to the Vendor in satisfaction of an EO Payment shall be registered in the name of the Vendor, and the number of EO Shares to be issued in payment and satisfaction of any EO Payment, within the timeline mentioned herein, shall be determined by (A) multiplying the net value of any EO Payments payable to the Vendor, as applicable, by the Agreed Exchange Rate to determine the Canadian Dollar equivalent of the EO Payments, and (B) dividing such Canadian Dollar equivalent amount by the higher of (X) the Issue Price, or (Y) the ten (10) day VWAP of the Common Shares, and rounding the resulting number of EO Shares down to the nearest whole-number, prior to the issue date of such EO Shares or, if the Common Shares are not listed on the Exchange, then the ten (10) day VWAP of such other nationally recognized stock exchange on which the Common Shares are listed for trading; or
- (iii) a combination of both cash and EO Shares in accordance with the foregoing.

(e) Acceleration or Deferred Payment

At any time after the Closing Date:

- (i) the Purchaser may, in its sole discretion, elect to make an accelerated payment to the Vendor in respect of any EO Payment, as applicable, that corresponds to the EO Calculation Period in which the Purchaser has elected to make such payment which, upon payment thereof, shall fully release and discharge the Purchaser, its successors and assigns from any further liability or obligation under this Section 2.8 in respect of the applicable EO Payment; and
- (ii) notwithstanding any other provision in this Agreement, the Parties agree and acknowledge that if the issuance of any EO Shares under this Section 2.8 (combined with other Issued MH Shares then held by the Vendor or any Person to whom the Vendor may have distributed or transferred such Issued MH Shares) would result in the creation of a new Control Person of the Purchaser under Exchange Policies, then: (A) only that number of EO Shares equal to the amount of EO Shares which would not result in the creation of a Control Person of the

Purchaser shall be issued to the Vendor in accordance with Section 2.8(d); and (B) the remainder of the EO Shares which remain payable to the Vendor pursuant to this Section 2.8 shall be issued to the Vendor on the earliest date practicable following the date on which (X) the issuance of such EO Shares would not result in the creation of a Control Person of the Purchaser, or (Y) the Purchaser has obtained the required shareholder and Exchange Approval for the creation of a new Control Person and the issue of such EO Shares under Exchange Policies.

(f) Post-Closing Operation of the Business

Subject to the terms of this Agreement and the other Transaction Documents, subsequent to the Closing and until the expiry of the EO Term, the Purchaser shall have the sole discretion with regard to all matters relating to the operation of the Business, including, but not limited to, personnel decisions, capital expenditures, dividend payments, non-operating expenditures, and management compensation except as otherwise set out in this Agreement; *provided that* the Purchaser shall not during the EO Term, directly or indirectly, take any actions in bad faith that would have the effect or purpose of avoiding or reducing any of the EO Payments hereunder, including: (i) diverting, reallocating or otherwise shifting revenue, contracts, customers or current business opportunities with respect to the Business to any other entity controlled by the Purchaser or its Affiliates, or (ii) adversely change the pricing policies, marketing efforts, credit terms or sales channels of the Business in a manner that would be detrimental to the Business generating EO Revenue during the EO Term.

(g) Right of Set-Off

Upon providing notice to the Vendor specifying in reasonable detail the basis for such set-off, the Purchaser shall have the right to withhold and set-off against any amount otherwise due to be paid under this Section 2.8, the amount of: (i) any payments owing under Section 2.7(e)(ii), and (ii) any Losses to which any the Purchaser Indemnitees may be entitled under Article 6 or any other Transaction Document.

(h) No Transfer or Ownership

The Parties hereto understand and agree that (i) the contingent rights to receive any EO Payment shall not be represented by any form of certificate or other instrument, are not transferable and do not constitute an equity or ownership interest in the Purchaser, (ii) the Vendor shall not have any rights as a security holder of the Purchaser as a result of the Vendor's contingent right to receive any EO Payment hereunder, and (iii) no interest is payable with respect to any EO Payment.

2.9 Uncollected Accounts Receivable

- (a) The amount of any Account Receivable (reduced by any allowance for doubtful account) which is not collected within ninety (90) days of its invoice date (an “**Uncollected Receivable**”) shall be promptly paid by the Vendor to the Purchaser. Upon such payment, the Uncollected Receivable shall be assigned by the Purchaser to the Vendor without any form of warranty. The Purchaser will use reasonable commercial efforts to collect all Accounts Receivable promptly following the Closing Date.
- (b) The Purchaser agrees to receive in trust and pay to the Vendor forthwith any amounts received on account of the Uncollected Receivables that have been assigned to the Vendor in accordance with Section 2.9(a).
- (c) The Vendor may, after assignment as contemplated in Section 2.9(a), take such proceedings to collect the Uncollected Receivables so assigned, provided however that the Vendor covenants and agrees to: (i) notify the Purchaser prior to contacting or making any claim or demand to a debtor, or their representatives, in respect of any assigned Uncollected

Receivable; and (ii) cooperate with the Purchaser in order to minimize the impacts on the Purchaser's relation with the debtor throughout the process or not affect negatively the relationships of the Purchaser with such debtor.

2.10 Allocation of Purchase Price

Within sixty (60) days following the determination of the Closing Working Capital Statement pursuant to Section 2.7, the Purchaser shall provide a schedule to the Vendor (the "**Draft Allocation**") allocating the Purchase Price and any adjustments thereto and all other items treated as consideration for Tax purposes, including the Assumed Liabilities, the Purchased Assets, and the Purchased Shares in accordance with the Tax Act. Within thirty (30) days of the Vendor's receipt of the Draft Allocation, the Vendor shall provide in writing (such writing, the "**Allocation Objection**") to the Purchaser any proposed changes thereto, together with a written explanation setting forth in reasonable detail the basis of any proposed changes. If the Vendor does not provide the Purchaser with an Allocation Objection or an Allocation Objection that contains the Vendor's proposed allocation of the Purchase Price within such thirty (30) period, the Draft Allocation shall become final (the "**Final Allocation**") and be binding on the Parties. If the Vendor delivers an Allocation Objection to the Purchaser in accordance with the foregoing within such thirty (30) day period, the Vendor and the Purchaser shall negotiate in good faith to resolve any dispute within fifteen (15) days after the Purchaser's receipt of the Allocation Objection. If the Vendor and the Purchaser are able to reach a mutually satisfactory agreement as to any proposed changes, the Draft Allocation shall be modified to reflect such agreed changes and shall become the Final Allocation. If the Vendor and the Purchaser are unable to resolve the dispute within such fifteen (15) day period, the Independent Accountant shall thereafter resolve the issues in dispute and such allocation determined by the Independent Accountant shall become the Final Allocation. The fees and expenses payable to the Independent Accountant shall be split equally between the Purchaser, on the one hand, and the Vendor, on the other hand. The Final Allocation (as finally determined pursuant to this Section 2.10) shall be binding upon the Parties for all Tax purposes. The Parties agree that they shall file and shall cause their Affiliates to file their Tax Returns in a manner consistent with the Final Allocation and no Party shall voluntarily take a position inconsistent with the Final Allocation in its Tax Returns or financial statements, and no Party shall agree to any proposed adjustment to the Final Allocation by any Governmental Authority without first giving the Purchaser (in the case of an agreement by the Vendor) or the Vendor (in the case of an agreement by the Purchaser) prior written notice; provided, however, that nothing contained herein shall prevent any Party from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Final Allocation, and no Party shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such Final Allocation. If there is an increase or decrease in the consideration within the meaning of after the Parties have filed their Tax Returns, the Parties shall revise the Final Allocation in a manner consistent with the Tax Act and the methodology set forth in the Final Allocation and the Parties shall treat such revised allocation as the Final Allocation for purposes of this Agreement. Except as otherwise set forth in this Section 2.10, the Parties agree not to take any position, in connection with any Tax Return, audit or similar proceeding related to Taxes, that is inconsistent with the Final Allocation (as finally prepared pursuant to this Section 2.10).

2.11 HST/GST

- (a) The Purchaser and the Vendor acknowledge that the Purchase Price does not include any HST/GST or any Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax.
- (b) The Purchaser and the Vendor acknowledge and agree that the Purchaser is acquiring ownership, possession and use of substantially all of the assets reasonably necessary for the Purchaser to carry on the Business and that the purchase and sale of the Purchased Assets shall be completed on the basis that no HST/GST (and no Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-

staged Tax) will be payable by the Purchaser in respect of the purchase and sale of the Purchased Assets.

- (c) The Purchaser and the Vendor shall jointly make the elections provided for under section 167(1.1) of the HST/GST Act so that no HST/GST will be payable in respect of the transactions contemplated by this Agreement.
- (d) The Purchaser and the Vendor shall complete their respective election forms in respect of such elections.
- (e) The Purchaser shall file such elections no later than the due date for the Purchaser's HST/GST returns for the first reporting period in which HST/GST would, in the absence of filing such elections, become payable in connection with the transactions contemplated by this Agreement and promptly provide to the Vendor confirmation, in writing, of such filings.
- (f) If, however, any HST/GST or any other Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax is payable in respect of the purchase and sale of the Purchased Assets, the Purchaser shall pay to the Vendor, immediately upon demand, such amounts and the Vendor shall remit on a timely basis such payment to the Canada Revenue Agency (and to any applicable provincial Governmental Authority) and provide to the Purchaser evidence in writing of such remittance. The Vendor shall be liable for and shall pay for any applicable interest or penalties payable as a result of any late payment of HST/GST (and any Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax). Notwithstanding the foregoing, if required by applicable law, the Purchaser will pay any such Tax that is payable in respect of the purchase and sale of the Purchased Assets, directly to the Canada Revenue Agency or the applicable provincial Governmental Authority.
- (g) The Vendor is not registered, and is not required to be registered, under the *Provincial Sales Tax Act* (British Columbia).

2.12 Accounts Receivable Election

The Vendor and the Purchaser shall, as soon as possible after the Closing Date, jointly execute an election under section 22 of the Tax Act with respect to the sale of the Accounts Receivable and shall designate therein the portion of the Purchase Price allocated to the Accounts Receivable under Section 2.10 as consideration paid by the Purchaser for the Accounts Receivable. The Vendor and the Purchaser shall each file such elections forthwith after the execution thereof (and, in any event, with their respective Tax Returns for the taxation year in which Closing Date occurs).

2.13 Assumed Liabilities Election

The Vendor and the Purchaser acknowledge that the Purchaser has agreed to assume the Assumed Liabilities. To the extent that the Vendor has received amounts in respect of services not rendered or goods not delivered, in each case prior to the Effective Date, the Purchased Assets having a fair market value equal to those amounts are transferred to the Purchaser as payment for the Purchaser's agreement to assume a corresponding amount of the Assumed Liabilities relating to those services or goods and, if requested by the Purchaser, the Purchaser and the Vendor shall jointly elect pursuant to subsection 20(24) of the Tax Act and under any similar provision of any applicable provincial legislation. The Parties shall file such election, along with any documentation necessary or desirable to give effect to such election, with Canada Revenue Agency and any other appropriate Governmental Authority within the prescribed time period.

2.14 Third-Party Consents

To the extent that the Vendor's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to the Purchaser without the Consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and the Vendor, at its expense, shall use its best efforts to obtain any such required Consent(s) as promptly as possible. If any such Consent shall not be obtained or if any attempted assignment would be ineffective or would impair the Purchaser's rights under such Purchased Asset so that the Purchaser would not in effect acquire the benefit of all such rights, the Vendor, to the maximum extent permitted by Law, shall act after the Closing as the Purchaser's agent to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law, with the Purchaser in any other reasonable arrangement designed to provide such benefits to the Purchaser. Notwithstanding any provision in this Section 2.14 to the contrary, the Purchaser shall not be deemed to have waived its rights under Article 7 unless and until the Purchaser either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

2.15 Consideration Shares – Applicable Securities Laws and Exchange Policies

- (a) The Vendor acknowledges and agrees that the Consideration Shares, any EO Shares, and any WC Shares (collectively, the "**Issued MH Shares**") will be issued pursuant to an exemption from the prospectus requirements of the *Securities Act* (British Columbia) and under NI 45-106, and accordingly will be subject to statutory resale restrictions of four (4) months plus one (1) day from their respective date of issuance under NI 45-102. The Vendor (x) acknowledges and understands that the Issued MH Shares have not been qualified for distribution by a prospectus in Canada, and may not be offered or sold in Canada during the course of their distribution except pursuant to a prospectus or an exemption from the prospectus requirements under Applicable Securities Law, (y) represents and warrants that the Vendor is acquiring the Issued MH Shares with investment intent and not with a view to distribution, and (z) acknowledges and agrees that personal information regarding the Vendor may be collected by the Purchaser and disclosed to the Exchange and other Governmental Authorities, including in a report of exempt distribution to be filed by the Purchaser pursuant to Applicable Securities Laws in respect of the distribution of the Issued MH Shares to the Vendor.
- (b) The Parties acknowledge and agree that the Consideration Shares will be issued at the Issue Price, subject to the Exchange Policies, and any Common Shares to be issued as WC Shares or EO Shares will be issued at the higher of (A) the Issue Price, or (B) the prevailing ten (10) day VWAP immediately preceding the date of issuance of such WC Shares or EO Shares, as applicable.
- (c) The Parties agree and acknowledge that if the issuance of any Issued MH Shares would result in the Vendor, or any Person to whom the Vendor may have distributed or transferred in any manner any Issued MH Shares, becoming a new Control Person of the Purchaser, the Purchaser will be required to obtain shareholder approval for the creation of the Vendor or such other Person as a Control Person of the Purchaser in accordance with Exchange Policies, and the deferred payment provisions under Section 2.8(e) will be operative until such issuance of Issued MH Shares would not result in the creation of a new Control Person of the Purchaser.

2.16 Hold Period – Voluntary Resale and Trading Restrictions

- (a) In addition to the foregoing resale restrictions under NI 45-102 applicable to any Issued MH Shares, the Vendor and each of the Guarantors acknowledge and agree that it will not, directly or indirectly, offer, sell, contract to sell, transfer, assign, grant or sell any option to

purchase, lend, hypothecate, secure, pledge or otherwise dispose of any Issued MH Shares issued pursuant to this Agreement (the “**Restricted Shares**”), whether through the facilities of a stock exchange (including the Exchange) or by private placement, or otherwise agree to do any of the foregoing, or publicly announce any intention to undertake any of the foregoing (collectively, the “**Resale Restrictions**”), until such Restricted Shares are released from the Resale Restrictions in accordance with the following release schedule (such released Restricted Shares, the “**Non-Restricted Shares**”):

Date	Consideration Shares and the WC Shares (if any) Released from Resale Restrictions	EO Shares Released from Resale Restrictions
13 months from the Closing Date	10% of the Consideration Shares and the WC Shares (if any)	Nil.
25 months from the Closing Date	15% of the Consideration Shares and the WC Shares (if any)	Nil.
37 months from the Closing Date	75% of the Consideration Shares and the WC Shares (if any)	50% of the EO Shares issued (if any)
43 months from the Closing Date	N/A	25% of the EO Shares issued (if any)
49 months from the Closing Date	N/A	25% of the EO Shares issued (if any)

and any certificates or DRS advice statements representing Issued MH Shares will bear a restrictive legend evidencing such Resale Restrictions until such Issued MH Shares become Non-Restricted Shares in accordance with the foregoing release schedule.

- (b) The Vendor and each of the Guarantors acknowledge and agree that with respect to the Non-Restricted Shares, each will not sell more than the Daily Limit of the Non-Restricted Shares in any single Trading Day.
- (c) The Vendor and each of the Guarantors shall hold or cause to be held the Non-Restricted Shares to which it is the registered or beneficial owner of, as applicable, in separate accounts with a single broker who will issue a monthly trading account statement for each account to the Vendor and the Purchaser. Following receipt of such monthly trading account statements, the Vendor and the Guarantors will furnish a joint certificate, addressed to the Purchaser and duly executed by the Vendor and each of the Guarantors, to which will be appended such monthly trading account statement evidencing compliance with the Daily Limit.
- (d) Notwithstanding anything to the contrary in this Agreement, the Resale Restrictions and the Daily Limit shall not apply to (i) transfer of Non-Restricted Shares or Restricted Shares to Affiliates, or direct or indirect shareholders of the Vendor as at the Effective Date, for *bona fide* Tax or financial planning purposes, provided that, as a pre-condition to any such transfer, the Affiliate, or direct or indirect shareholder, transferee agrees in writing to be bound by the Resale Restrictions and the Daily Limit in the same manner as they apply to the Vendor, (ii) the sale or transfer of Non-Restricted Shares and the Restricted Shares to one arm’s length third party or a combination of such third party and one or more of the third party’s Affiliates, provided that such party is not a competitor of the Purchaser or its Affiliates and the Purchaser has provided its prior written consent to the transfer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) transfers made pursuant to a *bona fide* take-over bid of the Purchaser or in connection with a merger,

business combination, arrangement, consolidation, reorganization, restructuring or similar transaction involving the securities of the Purchaser at any time, provided that in the event that such take-over bid or similar transaction is not completed, the Non-Restricted Shares and Restricted Shares shall remain subject to the restrictions contained in this Section 2.16.

- (e) The foregoing covenants of the Vendor and each of the Guarantors set forth in this Section 2.16 may be waived by the Purchaser in accordance with Section 9.13 and provided, for greater certainty, that such waiver shall only be effective if set forth in writing and signed and delivered by a duly authorized director or senior officer of the Purchaser.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE GUARANTORS

Except as set forth in the correspondingly numbered Section of the Disclosure Letter, the Vendor and each of the Guarantors jointly and severally represents and warrants to the Purchaser that the statements contained in this Article 3 are true and correct as of the Effective Date, and acknowledge that the Purchaser is relying on such representations and warranties in entering into this Agreement, purchasing the Purchased Assets and in otherwise completing the transactions contemplated hereby.

3.1 Corporate Status and Capacity of the Vendor Group

The Vendor is a corporation incorporated, validly existing and in good standing under the Law of Canada and has not been discontinued or dissolved under such Law. Nyteco France is a *société par actions simplifiée unipersonnelle* (SASU), duly incorporated, validly existing, and in good standing under the Laws of France, with its registered office located at 14 Rue Jules Thirel 97411 Saint Paul France, and has not been discontinued or dissolved under such Law, and no such steps or proceedings have been taken to authorize or require any such discontinuances or dissolutions. The Vendor Group has submitted all notices and returns of corporate information and all other filings required by applicable Law to be submitted by it to any Governmental Authority. The Vendor Group has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 3.1 of the Disclosure Letter sets forth each jurisdiction in which the Vendor Group is licensed or registered to carry on the Business, and the Vendor Group is duly licensed or registered to carry on the Business in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or registration necessary.

3.2 Authority of the Vendor Group; Execution and Binding Obligation

The Vendor and Nyteco France each have the corporate power, authorization and capacity to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Vendor and Nyteco France of this Agreement and any other Transaction Document to which it is a party, the performance by the Vendor and Nyteco France of its obligations hereunder and thereunder and the consummation by the Vendor of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Vendor and Nyteco France. This Agreement has been duly executed and delivered by the Vendor and Nyteco France, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes a legal, valid and binding obligation of the Vendor and Nyteco France enforceable against the Vendor and Nyteco France in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally, and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults. When each Transaction Document to which the Vendor or Nyteco France is or will be a party has been duly executed and delivered by the Vendor or Nyteco France (assuming due authorization, execution and delivery by each other Party thereto), such Transaction Document will constitute a legal and binding obligation of the Vendor or Nyteco France, as applicable, enforceable against it in accordance with its terms.

3.3 No Violation

The execution, delivery and performance by the Vendor and Nyteco France of this Agreement and the other Transaction Documents to which it is a party, as applicable, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

- (a) conflict with or result in a violation or breach of, or default under, any provision of the Vendor Group's Governing Documents, as applicable;
- (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Vendor Group or the Purchased Assets;
- (c) except as set forth in Section 3.3 of the Disclosure Letter, require the Consent, notice, approval or other action by any Person, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which the Vendor or Nyteco France is a party or by which the Vendor or Nyteco France is bound or to which the Business or any of the Purchased Assets are subject (including any Assigned Contract); or
- (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets.

Except as set forth in Section 3.3 of the Disclosure Letter, no Consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendor Group in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

3.4 Financial Statements

- (a) Complete copies of the Financial Statements and Month-End Financial Information (to August 31, 2025) of the Business have been delivered to the Purchaser. Except as set forth in Section 3.4(a) of the Disclosure Letter, the Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the period involved, subject, in the case of the June 30, 2025 interim financial statements included within the Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse).
- (b) The Financial Statements are based on the Books and Records of the Business and fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

3.5 Nyteco France

- (a) The share capital of Nyteco France consists of a single class of ordinary shares, of which a total of 1,000 are issued and outstanding. Section 3.5(a) of the Disclosure Letter sets out the types and the number of securities in the authorized capital of Nyteco France issued (i) as at the Effective Date, and (ii) immediately prior to the Closing. All of the Purchased Shares have been, or will be, validly issued and fully paid.
- (b) All of the Purchased Shares were issued in compliance with applicable Laws including Applicable Securities Laws. None of the Purchased Shares were issued in violation of any agreement, arrangement or commitment to which the Vendor or Nyteco France is a party or are subject to or in violation of any pre-emptive or similar rights of any Person.

- (c) At Closing, there will be no option, warrant, right, call, commitment, profit participation, equity participation, conversion right, exchange right or other agreement or any right or privilege (whether oral or written, legal, equitable, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, exchange right or other agreement for the purchase, subscription, allotment or issuance of any unissued shares, securities or other ownership interests of Nyteco France. There are no voting trusts or agreements, pooling agreements or shareholder agreements of Nyteco France.
- (d) All rights of first refusal, transfer restrictions, or other rights and covenants contained in the Governing Documents or Laws of France applicable to Nyteco France that affect the transfer of the Purchased Shares to the Purchaser will have been complied with or effectively waived at the Closing Date.
- (e) Nyteco France (i) does not have any direct or indirect subsidiaries; (ii) does not hold, directly or indirectly, any shares or other ownership, equity, proprietary, joint venture, partnership (limited or general) or participating interest in any other Person or securities convertible into any of the foregoing; or (iii) does not have any agreement of any nature to acquire, directly or indirectly, any shares or other ownership, equity, proprietary, joint venture, partnership (limited or general) or participating interest in any other Person or securities convertible into any of the foregoing.

3.6 Undisclosed Liabilities

The Vendor Group has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against and expressly disclosed in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the Ordinary Course consistent with past practice since the Balance Sheet Date and that are not, individually or in the aggregate, material in amount.

3.7 Absence of Certain Changes, Events and Conditions

Since the Balance Sheet Date, and other than in the Ordinary Course consistent with past practice, there has not been any:

- (a) any change to the Governing Documents of the Vendor Group;
- (b) any split, consolidation or reclassification of any securities of the Vendor Group;
- (c) issue, sale or disposition of any securities of the Vendor Group, including options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of their respective shares;
- (d) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to the Business or Nyteco France;
- (e) directly or indirectly, a declaration or payment of any dividends or distributions on or in respect of any of the Vendor Group's shares or redemption, purchase or acquisition of the Vendor Group's shares and there has been no agreement to do so;
- (f) material change in any method of accounting or accounting practice for the Business, except as required by IFRS or as disclosed in the notes to the Financial Statements;
- (g) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits with respect to the Business or Nyteco France;

- (h) entry into any Contract that would constitute a Material Contract;
- (i) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the Ordinary Course consistent with past practice;
- (j) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet;
- (k) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;
- (l) transfer, assignment or grant of any licence or sub-licence of any material rights under or with respect to any IP Assets or IP Agreements;
- (m) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;
- (n) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;
- (o) imposition of any Encumbrance upon any of the Purchased Assets;
- (p) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Business, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee of the Business or any termination of any employees for which the aggregate costs and expenses exceed \$10,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Business;
- (q) hiring or promoting any individual with respect to the Business or Nyteco France, except to fill a vacancy in the Ordinary Course;
- (r) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, or (ii) Benefit Plan, in each case whether written or oral;
- (s) loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Business;
- (t) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or filing of an assignment or notice of intention to file a proposal in bankruptcy under any provisions of the *Bankruptcy and Insolvency Act* (Canada) or the making of any bankruptcy order against it under such act or any similar Law (including the *Companies' Creditors Arrangement Act* (Canada));
- (u) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$5,000, individually (in the case of a lease, per annum) or \$10,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of supplies in the Ordinary Course consistent with past practice; and
- (v) any Contract entered into to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.8 Related Party Indebtedness

Except for amounts recorded as Liabilities on the Financial Statements, Nyteco France is not, or will not be at Closing, have any Indebtedness to any Related Party or any director, officer or employee of the Vendor or any Affiliate of any of them.

3.9 Material Contracts

Section 3.9 of the Disclosure Letter lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which the Vendor or Nyteco France is a party or by which it is bound in connection with the Purchased Assets (such Contracts, together with all IP Agreements set forth in Section 3.14(b) of the Disclosure Letter, being “**Material Contracts**”):

- (a) all Contracts involving aggregate consideration in excess of \$10,000;
- (b) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, Environmental or other Liability of any Person;
- (c) all Contracts that relate to the acquisition or disposition of any business, a material amount of shares, securities or assets of any other Person or any real property (whether by amalgamation, sale of shares, sale of assets or otherwise);
- (d) all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
- (e) all employment agreements and Contracts with Independent Contractors (or similar arrangements);
- (f) except for Contracts relating to trade receivables, all Contracts relating to Indebtedness (including guarantees);
- (g) all Contracts that limit or purport to limit the ability of Nyteco France to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (h) all joint venture, partnership or similar Contracts;
- (i) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal, right of first offer or preferential or similar right to purchase any of the Purchased Assets;
- (j) all powers of attorney with respect to the Business or any Purchased Asset; and
- (k) any other Contract that is material to the Purchased Assets or the operation of the Business and not previously disclosed under this Section 3.9.
- (l) Each Material Contract is valid and binding on the Vendor or Nyteco France in accordance with its terms and is in full force and effect. None of the Vendor or, to the Vendor’s Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Purchaser. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

3.10 Title to Purchased Assets

Each member of the Vendor Group owns, possesses and has good, valid and marketable title to, all of the Purchased Assets. On Closing all such Purchased Assets will be free and clear of Encumbrances except for Permitted Encumbrances.

3.11 No Other Agreements to Purchase

At Closing, except for the Purchaser's rights under this Agreement, no Person will have any written or oral agreement, option or warrant or any right or privilege (whether legal, equitable, pre-emptive or contractual granted by the Vendor) capable of becoming such for the purchase from the Vendor of any of the Purchased Assets.

3.12 Condition and Sufficiency of Assets

The Tangible Personal Property of the Vendor Group are in good operating condition and repair for assets of similar age and quality, and are adequate for the uses to which they are being put, and none of such furniture, fixtures and other items of Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

3.13 Real Property

- (a) There is no real property owned by the Vendor that is used in or necessary for the conduct of the Business as currently conducted.
- (b) Nyteco France does not own any real property.
- (c) There is no real property leased by a member of the Vendor Group that is used in or necessary for the conduct of the Business as currently conducted.

3.14 Intellectual Property

- (a) Section 3.14(a) of the Disclosure Letter lists all (i) IP Registrations (if any), and (ii) IP Assets, including Software, that are not registered but that are material to the operation of the Business. All required filings and fees related to the IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all IP Registrations are otherwise in good standing. The Vendor has provided the Purchaser with true and complete copies of file histories, documents, certificates, examiners' reports, office actions, correspondence and other materials related to all IP Registrations.
- (b) Section 3.14(b) of the Disclosure Letter lists all IP Agreements. The Vendor has provided the Purchaser with true and complete copies of all such IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each IP Agreement is valid and binding on the Vendor or Nyteco France in accordance with its terms and is in full force and effect. None of the Vendor Group or any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of, or any intention to terminate, any IP Agreement. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any IP Agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.
- (c) The Vendor is the sole and exclusive legal and beneficial, and with respect to the IP Registrations, registered, owner of all right, title and interest in and to the IP Assets, and has the valid right to use all other Intellectual Property used in or necessary for the conduct

of the Business as currently conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances. Without limiting the generality of the foregoing, the Vendor Group has entered into binding, written agreements with every current and former employee of the Vendor Group and with every current and former Independent Contractor, as applicable, whereby such employees and Independent Contractors (i) assign to the Vendor Group, as applicable, any ownership interest and right they may have in the IP Assets; and (ii) acknowledge the Vendor Group's, as applicable, exclusive ownership of all IP Assets. The Vendor has provided the Purchaser with true and complete copies of all such agreements.

- (d) The IP Assets and Intellectual Property licensed under the IP Agreements are all of the Intellectual Property necessary to operate the Business.
- (e) The consummation of the transactions contemplated in this Agreement will not result in the loss or impairment of, or payment of any additional amounts with respect to, nor require the Consent of any other Person in respect of, the Purchaser's right to own, use or hold for use any IP Asset as owned, used or held for use in the conduct of the Business as currently conducted.
- (f) The Vendor Group's rights in the IP Assets are valid, subsisting and enforceable. Each member of the Vendor Group has taken all reasonable measures, in accordance with sound industry practices, to protect and maintain its rights in the IP Assets and to protect the confidential information and trade secrets of others who have provided same to any member of the Vendor Group in confidence. Without limiting the generality of the foregoing:
 - (i) all IP Developers have executed written agreements with a member of the Vendor Group which: (A) include commercially reasonable confidentiality requirements, (B) effect the full and irrevocable assignment without additional consideration to the member of the Vendor Group, of all of Intellectual Property authored, conceived or reduced to practice by them in connection with an IP Asset in favour of the applicable member of the Vendor Group, and (C) provide that such IP Developers have waived all their non-assignable rights (including moral rights) in such Intellectual Property in favour of the a member of the Vendor Group; and
 - (ii) none of the IP Developers have excluded from their assignment of inventions pursuant to such Contracts any pre-existing or prior works, inventions or other Intellectual Property.
- (g) The conduct of the Business as currently and formerly conducted, and the IP Assets and Intellectual Property licensed under the IP Agreements as currently or formerly owned, licensed or used by the Vendor Group, have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person and no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any IP Assets.
- (h) There are no Actions (including any oppositions, interferences or re- examinations) settled or, to the Vendor's Knowledge, pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Vendor or Nyteco France in connection with the Business; (ii) challenging the validity, enforceability, registrability or ownership of any IP Assets or the Vendor Group's rights with respect to any IP Assets; or (iii) by the Vendor

Group or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of any IP Assets. The Vendor Group is not subject to any outstanding or prospective Governmental Order (including any application or petition therefor) that does or would restrict or impair the use of any IP Assets.

- (i) The Software directly developed by the Vendor or Nyteco France that forms part of the IP Assets is free of any Disabling Code, Malicious Code or any other material defects, bugs and errors, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, data or other materials. The Vendor or Nyteco France owns the Intellectual Property in the Software directly developed by the Vendor or Nyteco France that forms part of the IP Assets, as applicable.
- (j) The IT Systems are adequate for the operation of the Business and, the Vendor Group has taken commercially reasonable steps and implemented commercially reasonable safeguards to ensure that the IT Systems under the Vendor Group's control are substantially free from any material defects, bugs and errors, and do not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, data or other materials.
- (k) Since the inception of the Business, there has been no Security Incident nor has there been:
 - (i) a failure, breakdown or continued substandard performance of any IT Systems that has caused a material disruption or interruption in or to any use of the IT Systems or the conduct of the Business; or
 - (ii) a defect or weakness in the IT Systems or databases under the control of the Vendor Group that has caused any unauthorized access, use, copying, modification, theft or destruction of the Vendor Group's data or Personal Information. The Vendor Group has implemented business continuity, back-up and disaster recovery policies, procedures and systems that are consistent with generally accepted industry standards and sufficient to maintain the operation of the Business in all material respects.
- (l) In no instance has copyright protection in any Software or source code, that forms part of the IP Assets been dedicated to the public domain or become subject to any Open Source License Terms.

3.15 Accounts Receivable

The Accounts Receivable reflected on the Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from *bona fide* transactions entered into by the Vendor Group involving the sale of goods or the rendering of services in the Ordinary Course of the Business consistent with past practice; (b) constitute only valid, undisputed claims of the Vendor Group not subject to claims of set-off or other defences or counter-claims other than normal cash discounts accrued in the Ordinary Course consistent with past practice; and (c) subject to a reserve for bad debts shown on the Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Business, are collectible in full within 90 days after billing. The reserve for bad debts shown on the Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Business have been determined in accordance with IFRS, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in notes to financial statements.

3.16 Material Customers

Section 3.16 of the Disclosure Letter sets forth with respect to the Business (i) each customer who is using goods or services rendered by the Business as at the Closing Date (collectively, the “**Material Customers**”); and (ii) the amount of consideration paid by each Material Customer in respect of such goods or services. The Vendor Group has not received any notice, and has no reason to believe, that any of the

Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

3.17 Insurance

No member of the Vendor Group maintains any policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety and insurance, workers compensation, vehicle, director's and officers' liability, fiduciary liability, cybersecurity and other material damage/business interruption insurance (collectively, the "**Insurance Policies**"), and no member of the Vendor Group is in material default under, nor has it otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. No member of the Vendor Group is required to maintain any Insurance Policies to be in compliance the applicable Laws and the Material Contracts to which each member of the Vendor Group is a party.

3.18 Legal Proceedings; Governmental Orders

- (a) There are no Actions pending or, to the Vendor's Knowledge, threatened against or by the Vendor Group: (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities (or by or against the Vendor or any Affiliate thereof and relating to the Business); or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Vendor's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.
- (b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Vendor Group, the Purchased Assets, the Assumed Liabilities or the Business.

3.19 Compliance with Laws; Permits

- (a) To the Vendor's Knowledge, the Vendor Group has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.
- (b) As of the Closing Date and to the Vendor's Knowledge, the Vendor Group has complied, and the Vendor Group is now complying with all requirements of the Privacy Laws, Governmental Orders or industry standard setting organizations in Canada, the United States and France. The Vendor has not received any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any data protection principles or applicable Law and, to the Vendor's Knowledge, no fact or circumstance exists which may result in any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any data protection principles or applicable Law. No Person has claimed any compensation from the Vendor Group for the loss of or unauthorized disclosure or transfer of Personal Information, and, to the Vendor's Knowledge, no facts or circumstances exist that might give rise to such a claim insofar as the same relate to the Business.
- (c) All Permits required for the Vendor Group to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by the Vendor Group and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full.
- (d) Section 3.19 of the Disclosure Letter lists all current Permits issued to the Vendor that are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of

issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.19 of the Disclosure Letter.

3.20 **Environmental Matters**

- (a) Nyteco France is: (i) in material compliance with all applicable Environmental Laws; and (ii) possesses and is in material compliance with all Environmental Permits necessary to operate its respective Business, including all requirements relating to the discharge and handling of Hazardous Substances, all requirements relating to notice, record keeping and reporting, and all Permits issued under Environmental Laws (if applicable).
- (b) Neither Nyteco France nor the Purchased Assets are the subject of any Remedial Order.
- (c) No member of the Vendor Group has released any Hazardous Substances at, on or under any part of real property, and there are no Hazardous Substances present within the area bounded by the ceiling, walls and floor of any building on any real property (and excluding anything outside these boundaries), in each case except as would not reasonably be expected to result in a material Liability under any Environmental Law.
- (d) To the Vendor's Knowledge, no member of the Vendor Group is aware of or reasonably anticipate, any condition, event or circumstance concerning the Release or regulation of Hazardous Substances that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or Purchased Assets as currently carried out.

3.21 **Benefit and Pension Plans**

- (a) No member of the Vendor Group maintains or is a party to or bound by any Benefit Plan or have any obligations or Liabilities under any Benefit Plan, including to provide benefits to any Person.
- (b) No member of the Vendor Group administers or contributes to a Pension Plan.
- (c) No member of the Vendor Group has any obligation to pay any change-in-control, sale, completion, incentive, stay, retention and similar bonuses or payments to any Employees or former employee or Independent Contractor as a result of the transactions contemplated by this Agreement.
- (d) All employee incentive schemes, of, or relating to, Nyteco France have been implemented and operated, and will be terminated/wound up/cancelled, in compliance with: (i) the terms of their respective schemes; and (ii) all applicable Laws, including securities laws in each relevant jurisdiction.

3.22 **Employment Matters**

- (a) Section 3.22(a) of the Disclosure Letter sets forth the list of Employees which indicates: (i) the titles of all Employees together with the location of their employment; (ii) the date each Employee was hired; (iii) which Employees are subject to a written employment agreement with Nyteco France; (iv) the annual wage of each Employee at the date of such list, any bonuses paid to each Employee in the last three (3) completed financial years, incentive schemes, benefits, commissions and other material compensation to which each Employee is entitled; (v) the vacation days to which each Employee is entitled on the date of such list; and (vi) the Employees that are not actively working on the date of this Agreement due to leave of absence, illness, injury, accident or other disabling condition.
- (b) Section 3.22(b) of the Disclosure Letter lists: (i) all Contracts with any Employee who is a manager or executive of Nyteco France or is being provided with an annual compensation

of more than \$100,000; and (ii) all Contracts that provide for severance, termination or similar payments or entitlements of more than \$10,000, including on a sale of Nyteco France.

- (c) Correct and complete copies of all the Contracts set out in Section 3.22(b) of the Disclosure Letter have been made available to the Purchaser and templates of the Contracts that describe all of the terms of the Contracts relating to the list of Employees set out in Section 3.22(a) of the Disclosure Letter have been made available to the Purchaser.
- (d) All Employees are subject to a written employment contract with Nyteco France, and no Employees have any oral entitlements in addition to their entitlements under their written employment contracts with Nyteco France.
- (e) Nyteco France complies in all material respects with applicable Laws, Collective Agreements and terms and conditions of employment relating to: (i) the employment and engagement of past and current Employees and their health and safety at work under applicable Occupational Health and Safety Acts; (ii) working time; (iii) the use of fixed-term employment contracts; and (iv) the employment of disabled employees. Nyteco France has no Liabilities related to any Employees with respect to working time regulations. Each Employee, officer, manager or director of Nyteco France is employed in France and has a valid work permit to work in France. Nyteco France complied with its professional training obligations, and carried out bi-annual and recapitulative summary meetings (*entretiens professionnels*) in accordance with applicable Laws of the date hereof, there are no pending or a threatened employment related litigation, arbitration, investigation or administrative claims or proceedings involving any current or former Employees, contractors, consultants, unions, works council or other Employee representative. All corrective measures and actions requested by URSSAF or other Governmental Authority in connection with past employment or social security audits and reassessments have been taken and implemented by Nyteco France and all related reassessment amounts (including interests and penalties) have been timely paid by Nyteco France.
- (f) Except as set forth in Section 3.22(f) of the Disclosure Letter, the Vendor Group is not currently, and has not been, a party to any Collective Agreement. No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the Employees including by way of certification, interim certification, voluntary recognition, related employer or successor employer rights, or, to the Vendor's Knowledge, has applied or threatened to apply to be certified as the bargaining agent of any of the Employees.
- (g) Section 3.22(g) of the Disclosure Letter lists: (i) all Persons who are currently performing, or have in the past performed, services for the Business carried on by the Vendor Group as Independent Contractors under a Contract; and (ii) the current rate of compensation and total fees paid or to be paid under such Contract with each such Person. Each of the Independent Contractors provide, or provided, services to the Vendor in relation to the Business under Contracts which include: (i) confidentiality protection; (ii) assignment of invention and copyright; and (iii) waiver of moral rights. A copy of each Contract has been made available to the Purchaser.
- (h) Except as set forth in Section 3.22(h) of the Disclosure Letter, no notice in writing has been received by any member of the Vendor Group of any complaint filed by any Employees or former employees against Nyteco France or any current or former director or officer thereof or, to the Vendor's Knowledge, is threatened or pending, claiming or alleging that Nyteco France has violated any Laws applicable to the Employee or human rights or of any

complaints or Actions of any kind involving the Business or any of the Employees before any Governmental Authority, including a labour relations board, tribunal or commission.

- (i) There is no notice of assessment, provisional assessment, reassessment, supplementary assessment, penalty assessment or increased assessment which Nyteco France has received before the date of this Agreement during the past five years from any workplace safety and insurance or workers compensation board or similar Governmental Authority in any jurisdiction where the Business is carried on that remain unpaid.
- (j) All inspection reports received by a member of the Vendor Group in respect of the Business or the Purchased Assets in the past five (5) years under the Occupational Health and Safety Acts have been made available to the Purchaser. There are no outstanding Governmental Orders nor any pending charges made under any Occupational Health and Safety Acts relating to the Business or the Purchased Assets and there have been no fatal or critical accidents within the last five (5) years that might reasonably be expected to lead to charges involving a member of the Vendor Group under the Occupational Health and Safety Acts. Each member of the Vendor Group has complied with all Governmental Orders issued under the Occupational Health and Safety Acts in all respects.

3.23 Taxes

- (a) There are no Encumbrances for Taxes upon any of the Purchased Assets and no event has occurred that, with the passage of time or the giving of notice, or both, could reasonably be expected to result in an Encumbrance for Taxes on any of the Purchased Assets. Nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).
- (b) The Vendor is not a non-resident of Canada within the meaning of the Tax Act.
- (c) The Vendor is duly registered for purposes of the HST/GST Act.
- (d) Each member of the Vendor Group has duly and timely filed all of its Tax Returns required to be filed by it with all appropriate Governmental Authorities, including information returns or reports with respect to withholding at source or payments to third parties. Each such Tax Return was true, correct and complete in all material respects. All Taxes due and payable by each member of the Vendor Group for periods (or portions thereof) ending on or before the Closing Date (whether or not shown due on any Tax Returns and whether or not assessed or reassessed by the appropriate Governmental Authority) have been paid.
- (e) There are no matters under audit or appeal or, to the Vendor's Knowledge, pending audit or investigation, with any Governmental Authority relating to Taxes of any member of the Vendor Group.
- (f) True copies of all Tax Returns prepared and filed by each member of the Vendor Group during the past five (5) years, together with any notices of assessment of each member of the Vendor Group during the past five (5) years, have been made available to the Purchaser on or before the Effective Date.
- (g) Adequate provision in accordance with IFRS has been made in the Books and Records for all Taxes payable in respect of the Business or the Purchased Assets.
- (h) No member of the Vendor Group has received any notice from any Governmental Authority that it is taking steps to assess any additional Taxes against such member of the Vendor Group for any period for which Tax Returns have been filed and there are no actual or, to the Vendor's Knowledge, pending audit investigations or other Actions of or against any member of the Vendor Group by any Governmental Authority relating to Taxes. No

Governmental Authority has given notice of any intention to assert any deficiency or claim for additional Taxes against any member of the Vendor Group.

- (i) No member of the Vendor Group has waived any statute of limitation in respect of Taxes or agreed to any extension of time: (i) to file any Tax Return covering any Taxes for which such member of the Vendor Group is or may be liable; (ii) within which any member of the Vendor Group is required to pay or remit amounts on account of Taxes; or (iii) within which any Governmental Authority may assess or collect Taxes for which any member of the Vendor Group may be liable.
- (j) Except as disclosed in Section 3.23(j) of the Disclosure Letter, each member of the Vendor Group has duly and timely withheld or collected the proper amount of Taxes that are required by Law to be withheld or collected by it (including Taxes and other amounts required to be withheld by it in respect of any Person, including any employee, officer or director and any Person not resident in the jurisdiction of the payer for purposes of the Tax Act) and has duly and timely collected and remitted to the appropriate Governmental Authority such Taxes and other amounts required to be collected and remitted by each member of the Vendor Group in connection with the Purchased Assets, Assumed Liabilities and the Business. Each member of the Vendor Group has maintained or obtained all records or documents as required by applicable Law in connection with the withholding and remittance of all Taxes.
- (k) Each member of the Vendor Group has complied in all respects with the requirements of applicable Tax Laws relating to transfer pricing and cross-border related party transactions.
- (l) Each member of the Vendor Group is duly registered under (i) the *Excise Tax Act* (Canada), (ii) France's value added Tax (VAT) regime, and (iii) under applicable provincial or other jurisdictions' valued-added or sales Tax Law as required by applicable Law.
- (m) Each member of the Vendor Group holds all registrations required under applicable Laws relating to Taxes.
- (n) No member of the Vendor Group has liability for Taxes of any other Person, by agreement or otherwise.
- (o) No Tax rulings have been requested or issued by any Tax authority with respect to any member of the Vendor Group.
- (p) No Governmental Authority is currently challenging or disputing a filing position taken by any member of the Vendor Group in any Tax Return since inception. No member of the Vendor Group is negotiating any final or draft assessment or reassessment in respect of Taxes with any Governmental Authority.
- (q) No member of the Vendor Group has entered, or been party to, any transaction or dealing which contravenes any anti-avoidance or Tax evasion provisions of any Tax Law.
- (r) Each member of the Vendor Group has properly claimed depreciation on their depreciable property, and the adjusted Tax values and costs of all such depreciable property are stated in the relevant Tax asset register(s) of the Vendor Group.
- (s) No member of the Vendor Group has received notice from any Governmental Authority of an intention to place an Encumbrance on any of the Purchased Assets, relating to or attributable to Taxes.
- (t) No Governmental Authority of a jurisdiction in which each member of the Vendor Group has not filed a Tax Return has made any claim that such Person is or may be subject to Tax or required to file Tax Returns by that Governmental Authority in such jurisdiction. There

is no legal basis for a claim that any member of the Vendor Group is subject to Tax in a jurisdiction in which such Person does not file Tax Returns.

- (u) No member of the Vendor Group will be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.
- (v) Each member of the Vendor Group has complied with all requirements of transfer pricing legislation under Tax Law applicable to it and all transactions among the Vendor Group that are subject to the transfer pricing legislation have been in compliance with that applicable transfer pricing legislation.
- (w) No member of the Vendor Group has made any election or designation for purposes of any Law relating to Taxes that would affect the Business or any of the Purchased Assets after the Effective Date.
- (x) All Tax returns, claim, elections, surrenders, disclaimers, notices and consents required to be filed by or on behalf of Nyteco France on or prior to Closing Date have been prepared and timely filed (subject to permitted extensions applicable to such filing) in accordance with applicable Laws, and are true, complete and accurate.
- (y) All Taxes due on or prior to Closing Date by Nyteco France have been timely paid or withheld when due, and any Taxes that had accrued but were not yet due and payable as at the date of the Financial Statements are reserved for or otherwise shown as a debt, provision or liability in the Financial Statements.
- (z) Nyteco France duly maintained the Tax records that must be maintained pursuant to applicable Tax rules (including, for the avoidance of doubt, the Tax records that must be maintained in accordance with article L47 A of the French Book of Tax Procedures (*Livre des Procédures Fiscales*) and with article 289-VII-1 of the French tax code (*Code général des impôts*)).
- (aa) Nyteco France has full availability of the information (including records, invoices and other documentation) in relation to Taxes that are required to enable it and/or its officers, employees or representatives to compute and justify its liability for Taxes insofar as it depends on any transaction occurring on or before the date of this Agreement.
- (bb) The transactions entered into by Nyteco France with any other entities of the Vendor Group (i) have been performed at arm's length, (ii) are in line with the interests of the relevant company and (iii) have been properly invoiced. Nyteco France has prepared and retained the documentation necessary to support the arm's length nature and the pricing of these transactions.
- (cc) No claim has ever been made by a Governmental Authority in a jurisdiction where a Nyteco France does not file a Tax return that it is or may be subject to Taxes by that jurisdiction.
- (dd) Nyteco France is tax resident only in France.
- (ee) The execution and performance of this Agreement will neither (i) jeopardize any favourable Tax regime applicable to Nyteco France, nor (ii) cause the refund or otherwise trigger the loss of Tax attributes, or the liability to any Taxes in any jurisdiction where Nyteco France operates.
- (ff) Nyteco France has not obtained any allowance, *abattement* or favourable Tax regime in respect of any Tax which is not based on a strict application of Tax regulations.

- (gg) Nyteco France (i) has not agreed to any extension or waiver of the statute of limitations relating to the payment or collection of Taxes that has not expired, or (ii) has requested, entered into, been issued or received any Tax private letter ruling, settlement agreement or similar agreement or ruling from a Governmental Authority that is not based on a strict application of Law.
- (hh) Nyteco France has not qualified as a predominantly real estate asset company (*société à prépondérance immobilière*) within the meaning of either Article 219 or Article 244 bis A or Article 726 of the French tax code (*Code général des impôts*) for the last three (3) financial years closed before the Closing Date and does not qualify as such as of the Closing Date.

3.24 **Data Protection, Privacy and Security**

- (a) Each member of the Vendor Group is and has been in material compliance with the requirements of all Privacy Laws applicable to such member of the Vendor Group.
- (b) All Personal Information held by each member of the Vendor Group was collected and is used and disclosed by each such member of the Vendor Group for reasonable and legitimate purposes in accordance with Privacy Law applicable to such member of the Vendor Group, and in accordance with the instructions of the applicable customers or clients.
- (c) No member of the Vendor Group has entered into any agreement providing for the transfer of Personal Information other than in the Ordinary Course of the Business and in material compliance with the Privacy Law applicable to such member of the Vendor Group.
- (d) No member of the Vendor Group is the subject of a complaint, audit, review, investigation or inquiry or similar proceeding by a Governmental Authority, or a complaint by an individual, made under any Privacy Law.
- (e) No Governmental Order has been issued, nor any recommendations made, by any privacy commissioner or other data protection Governmental Authority, in respect of any member of the Vendor Group, in respect of Personal Information held by or on behalf of any member of the Vendor Group or of any privacy practices or procedures of any member of the Vendor Group.
- (f) No member of the Vendor Group has been charged with or convicted of an offence for non-compliance with or breach of any Privacy Law, nor has any member of the Vendor Group been fined or otherwise sentenced for non-compliance with or breach of any Privacy Law, nor has any member of the Vendor Group settled any prosecution short of conviction for non-compliance with or breach of any Privacy Law.
- (g) No member of the Vendor Group has received any notice of any Governmental Order or commencement of proceedings of any nature, or experienced any search and seizure related to, any breach or alleged breach of or non-compliance with any Privacy Law.
- (h) To the Vendor's Knowledge, there are no facts or circumstances that could give rise to breach of, or non-compliance with, by any member of the Vendor Group, of any Privacy Law applicable to such member of the Vendor Group.
- (i) Each member of the Vendor Group has a privacy policy compliant in all material respect with the Privacy Laws applicable to such member of the Vendor Group regarding the collection, use and disclosure of Personal Information in connection with the operation of the Business and is and has been in compliance in all material respects with such privacy policy. True and complete copies of all privacy policies that have been used by each member of the Vendor Group in the last five (5) years are listed in Section 3.24(i) of the

Disclosure Letter. Each member of the Vendor Group has posted a privacy policy in a clear and conspicuous location on all websites owned or operated by the Vendor Group.

- (j) To the Vendor's Knowledge, no member of the Vendor Group has experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any Personal Information or confidential information in such Person's possession, custody or control, or otherwise held or processed on its behalf.
- (k) Each member of the Vendor Group is in compliance with the terms of all Contracts to which such member of the Vendor Group is a party relating to privacy, data security or breach notification.
- (l) Each member of the Vendor Group: (i) is in material compliance with the Anti-Spam Laws applicable to such member of the Vendor Group; (ii) has obtained express or implied consent mechanisms that comply with the consent requirements under Anti-Spam Laws applicable to such member of the Vendor Group, or is otherwise permitted under Anti-Spam Laws applicable to such member of the Vendor Group, to send Commercial Electronic Messages to each Electronic Address in its databases and systems that has sent Commercial Electronic Messages; and (iii) has in place appropriate processes and practices reflected in written policies (true and complete copies of which have been provided to the Purchaser) to: (A) send Commercial Electronic Messages for each Electronic Address added to its email marketing databases and systems in compliance with the Anti-Spam Laws applicable to such member of the Vendor Group; (B) ensure material compliance with the additional requirements of the Anti-Spam Laws applicable to such member of the Vendor Group for each Commercial Electronic Message sent or caused or permitted to be sent by each member of the Vendor Group, including:
 - (i) complying with the form and content requirements of the Anti-Spam Laws applicable to such member of the Vendor Group for the sending of Commercial Electronic Messages, including, where applicable sender identification and sender contact information, and providing a compliant unsubscribe mechanism which remains operational in accordance with such applicable Anti-Spam Laws;
 - (ii) promptly implements any requests from recipients of Commercial Electronic Messages who inform the applicable member of the Vendor Group that they wish to withdraw Consent or unsubscribe from receiving Commercial Electronic Messages, from the applicable member of the Vendor Group;
 - (iii) retaining a record of the processes by which Electronic Addresses were added to its databases and systems, including evidence of express Consent (including the date on which express Consent was obtained), implied Consent (including the date on which such implied Consent expires) or no requirement for Consent, and reflecting any requests to unsubscribe referenced in Section 3.24(l)(ii); and
 - (iv) retaining a record of all Commercial Electronic Messages sent or caused or permitted to be sent as required by applicable Privacy Law for a period of three (3) years from the date of the sending of such messages.
- (m) In the three years prior to the Effective Date, there has been no material malfunction, failure, continued substandard performance, denial-of-service, hacking, network intrusions, malware or end user attacks, ransomware or other cyber incident, including any cyberattack, or other impairment of the IT Systems that has resulted or is reasonably likely to result in any material disruption or damage to the Business. The IT Systems meet the data processing and other computing needs of the Business as presently conducted, and

operate in all material respects in accordance with their documentation and functional specifications.

- (n) The consummation of the transactions contemplated by this Agreement will not result in a violation of: (i) Privacy Laws; (ii) Contracts to which any member of the Vendor Group is a party relating to privacy, data security or breach notification; or (iii) the Vendor Group's own privacy policies.

3.25 Compliance with Anti-Corruption Laws

- (a) No member of the Vendor Group nor, to the Vendor's Knowledge, any of their respective Representatives in their capacity as such are violating, or have violated in the three (3) years prior to the Effective Date, any Anti-Corruption Laws. No Employee is a Governmental Official nor does any Governmental Official have any form of actual or beneficial ownership interest in any equity interests of a member of the Vendor Group.
- (b) No member of the Vendor Group nor, to the Vendor's Knowledge, any of their respective Representatives in their capacity as such have in the three (3) years prior to the Effective Date offered or given in contravention of Anti-Corruption Laws any money or thing of value to (i) any Governmental Official, any political party or official thereof or any candidate for political office, or (ii) any other Person, in any such case while knowing that all or a portion of such money or thing of value may be offered, given or promised, directly or indirectly, for the purpose of the following: (A) influencing any action or decision of such Person, in such Person's official capacity, including a decision to fail to perform such Person's official function; (B) inducing such Person to use such Person's influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority to assist any member of the Vendor Group in obtaining or retaining business for, with, or directing business to, any Person; or (C) where such payment would constitute a bribe, kickback or illegal or improper payment to assist any member of the Vendor Group in obtaining or retaining business for, with, or directing business to, any Person.

3.26 Anti-Money Laundering

The operations of the Vendor Group (or to the Knowledge of the Vendor, any related party thereof) are and have been conducted at all times in compliance with the Anti-Money Laundering Laws applicable to it, respectively, and no Action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Vendor Group (or, to the Knowledge of the Vendor, any related party thereof) with respect to the Anti-Money Laundering Laws is pending or, to the Knowledge of the Vendor, threatened.

3.27 No Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Vendor.

3.28 Full Disclosure

No representation or warranty by the Vendor in this Agreement and no statement contained in the Disclosure Letter to this Agreement or any certificate or other document furnished or to be furnished to the Purchaser under this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading. To the Knowledge of the Vendor, all documents and information delivered and provided by or on behalf of the Vendor Group to the Purchaser as a part of their due diligence in connection with the Transaction Documents were complete and accurate in all material respects as of the time such documents and information was given and such information and documents, taken as a whole, have not

omitted any fact or information necessary to make such information and documents not materially misleading in light of the circumstances in which it was given.

3.29 Accredited Investor; Securities Law Residence

The Vendor is a resident of Ontario for the purposes of Applicable Securities Laws.

3.30 Books and Records

The Books and Records, all of which have been made available to the Purchaser, are complete and correct in all material respects and have been maintained in accordance with sound business practices and applicable Laws in all material respects. At the Closing, all of the Books and Records will be in the possession of or under the control of Vendor or Nyteco France, as the case may be.

3.31 No Other Representations and Warranties

Except for the representations and warranties contained in this Article 3 (including the related portions of the Disclosure Letter), neither the Vendor nor Nyteco France has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Nyteco France, including any representation or warranty as to the accuracy or completeness of any information regarding Nyteco France furnished or made available to the Purchaser and its Representatives and any information, documents or material made available to the Purchaser in the Data Room, management presentations or in any other form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of Nyteco France, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser makes the following representations and warranties as at the Effective Date as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement, selling the Purchased Assets, receiving the Consideration Shares (including the WC Shares and EO Shares, if any) and in otherwise completing the transactions contemplated hereby.

4.1 Capacity of the Purchaser

The Purchaser has the right, power, authority and capacity to enter into this Agreement and any other Transaction Documents, as applicable, and to perform its obligations pursuant to this Agreement and all other Transaction Documents and to consummate the transactions contemplated under this Agreement and all other Transaction Documents.

4.2 Execution and Binding Obligation

The execution and delivery by the Purchaser of this Agreement and all other Transaction Documents, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement and each of the Transaction Documents to which the Purchaser is a party has been duly executed and delivered by the Purchaser and each constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally, and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

4.3 Regulatory Matters

Except as are necessary to obtain the Exchange Approval, there is no requirement for the Purchaser to make any filing with, give any notice to or obtain any Consent, order, approval, authorization or other action of, or make any filing with, any Governmental Authority in connection with the consummation of the transactions contemplated hereby or in any Transaction Document to which the Purchaser is a party.

4.4 Issued MH Shares

The Consideration Shares to be issued on Closing will be duly and validly authorized for issuance pursuant to this Agreement and, when issued and delivered by the Purchaser pursuant to this Agreement, will be validly issued as fully paid and non-assessable Common Shares, (i) free of any Encumbrance, right of first refusal, pre-emptive right, subscription right or other similar right with respect thereto, other than under Applicable Securities Laws, and (ii) not subject to any restricted period, other than under Applicable Securities Laws and in accordance with Section 2.16 of this Agreement. Any Issued MH Shares to be issued under this Agreement will be duly and validly authorized for issuance pursuant to this Agreement and, when issued and delivered by the Purchaser pursuant to this Agreement, will be validly issued as fully paid and non-assessable Common Shares, (i) free of any Encumbrance, right of first refusal, pre-emptive right, subscription right or other similar right with respect thereto, other than under Applicable Securities Laws, and (ii) not subject to any restricted period, other than under Applicable Securities Laws and in accordance with Section 2.16 of this Agreement.

4.5 Applicable Securities Laws - Common Shares

- (a) The issued and outstanding Common Shares are listed and posted for trading on the Exchange, there is no order from a Governmental Authority preventing, ceasing or suspending trading in any securities of the Purchaser or prohibiting the issue and sale of securities by the Purchaser outstanding, and no investigations or proceedings for either of such purposes have been instituted or are pending or, to the Knowledge of the Purchaser, are contemplated or threatened.
- (b) The Purchaser has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the Exchange and the Purchaser is not in default with and is in compliance in all material respects with the Exchange Policies. As at Closing, the Consideration Shares will have been conditionally approved for listing and trading on the Exchange, subject only to the satisfaction of conditions required by the Exchange.
- (c) The Common Shares reserved for issuance to serve as consideration in the Earn-Out (if any) will, at the Closing Time, be conditionally approved for listing and trading on the Exchange. Notwithstanding the foregoing, the Purchaser's obligation to issue and deliver Common Shares under this Agreement remains subject to: (i) the completion of such qualification of such Common Shares or obtaining approval of such Governmental Authority, including Exchange Approval, as the Purchaser shall determine to be necessary or advisable in connection with the issuance or sale thereof in the event that the Vendor is not a resident of Ontario at the time of such issuance (and the Purchaser shall take commercially reasonable steps to obtain such qualification or approval as may be necessary for the issuance of such Common Shares in compliance with applicable Laws and Exchange Policies but shall not be required to file a prospectus, registration statement or any similar offering document in connection with such issuance); and (ii) the receipt from the Vendor of such representations, agreements and undertakings as to future dealings in the Common Shares as the Purchaser determines to be necessary or advisable in order to safeguard against the violation of the applicable Laws of any jurisdiction. The Common Shares issued pursuant to this Agreement will be issued pursuant to an exemption set out in Section 2.12 of NI 45-106 relating to asset acquisitions, and, as a consequence, any share certificates or DRS advice statements evidencing such Common Shares will bear a legend restricting resale, as set forth below, and any resale of the Common Shares shall be subject to a restricted period of four months and one day from the date each tranche of Common Shares are issued:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITIES REPRESENTED BY THIS CERTIFICATE BEFORE [insert the date that is four months and a day after the date of issuance of the Common Shares]

- (d) The Common Shares are not registered under the *Securities Exchange Act of 1934* (United States), as amended.

4.6 Reporting Issuer

The Purchaser is a “reporting issuer” in British Columbia, Alberta and Ontario within the meaning of Applicable Securities Laws and is not in default of any material requirement of Applicable Securities Laws in such jurisdictions.

4.7 Capitalization

As of the Effective Date, the authorized and issued capital of the Purchaser consists of an unlimited number of Common Shares, of which 92,784,831 Common Shares are issued and outstanding.

4.8 No Violation

Except for the Exchange Approval, the execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents to which the Purchaser is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (or would not with the giving of notice or the lapse):

- (a) constitute or result in a violation or breach of, or conflict with, cause the acceleration of any obligation of the Purchaser or allow any other Person to exercise any rights under (i) any provision of the Governing Documents, (ii) any Governmental Order of a Governmental Authority having jurisdiction over the Purchaser, or (iii) any applicable Law;
- (b) result in the creation, imposition or enforcement of any Encumbrance on or over any of the Consideration Shares (or the WC Shares and EO Shares, if any); or
- (c) terminate, amend or modify, or give any party the right to terminate, amend, modify, abandon, cancel or refuse to perform any material Contract of the Purchaser.

4.9 No Brokers

Other than in respect of the Corporate Advisory Fee, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Purchaser.

4.10 No Other Representations and Warranties

Except for the representations and warranties contained in this Article 4 (including, for greater certainty, those contained in Schedule C), the Purchaser has not made and does not make any other express or implied representation or warranty, either written or oral, including any representation or warranty as to the accuracy or completeness of any information regarding the Purchaser furnished or made available to the Vendor, Nyteco France and its/their respective Representatives and any information, documents or material made available to the Vendor or Nyteco France, management presentations or in any other form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of any member of the Purchaser, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE 5 COVENANTS

5.1 Conduct of Business Prior to Closing

Except as otherwise contemplated or permitted by this Agreement, as required by applicable Laws, or as otherwise agreed to in writing by the Purchaser, during the Interim Period the Vendor shall and shall cause Nyteco France to:

- (a) in all material respects, conduct the Business only in, and not take any action except in, the Ordinary Course of the Business;
- (b) not cancel, amend, modify or otherwise replace any Permit or Material Contract other than renewals or extensions of such Permit or Material Contract in the Ordinary Course;
- (c) use commercially reasonable efforts to preserve intact its organization, goodwill, business relationships, assets and the Business and, except for voluntary resignations, to keep available the services of their current officers and Key Personnel;
- (d) preserve and maintain in all material respects all of the Permits required to operate the Business in the Ordinary Course;
- (e) pay its debts, Taxes and other obligations as required by and in accordance with applicable Law or under contract and consistent with past practices;
- (f) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;
- (g) maintain the Purchased Assets owned, operated or used by it in the same condition as they were on the Effective Date, subject to reasonable wear and tear;
- (h) defend and protect the Purchased Assets from infringement or usurpation;
- (i) perform all of its obligations under all Assigned Contracts;
- (j) continue in full force and effect without modification all Insurance Policies, except in the Ordinary Course of Business;
- (k) maintain its rights in all material respects in the IP Assets;
- (l) maintain in all material respects the Books and Records in accordance with past practice;
- (m) comply in all material respects with all Laws applicable to the Business or the ownership and use of the Purchased Assets; and
- (n) without limiting the generality of Section 5.1(a), during the period from the Effective Date to the Closing or the day upon which this Agreement is terminated, whichever is earlier, not take any action or permit any action to be taken that, if taken prior to the Effective Date, would cause any of the representations and warranties in Section 3.7 (*Absence of Certain Changes, Events and Conditions*) to be incorrect or untrue.

5.2 Satisfaction of Closing Conditions

During the period from the Effective Date to the Closing Date or the day upon which this Agreement is terminated, whichever is earlier, each Party shall, and the Vendor shall cause Nyteco France to, take such actions that are within their or its power to control, and use their or its respective commercially reasonable efforts to cause such actions to be taken that are not within their or its power to control, as are necessary to expeditiously satisfy the closing conditions applicable to it as set forth in Article 7.

5.3 Notice of Certain Events

- (a) During the Interim Period, the Vendor shall promptly notify the Purchaser in writing if it becomes aware of:
- (i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by the Vendor hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article 7 to be satisfied;
 - (ii) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
 - (iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and
 - (iv) any Actions commenced or, to the Vendor's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Vendor, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed under Section 3.18 (*Legal Proceedings; Governmental Orders*) or that relate to the consummation of the transactions contemplated by this Agreement.
- (b) The Purchaser's receipt of information under Section 5.3(a) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendor in this Agreement (including Section 6.2 and Section 8.1(b) and shall not be deemed to amend or supplement the Disclosure Letter.

5.4 Non-Competition; Non-Solicitation

During the period commencing on the Effective Date and terminating on the third (3rd) anniversary of the Closing Date (the "**Restricted Period**"), the Vendor and each of the Guarantors shall, and shall cause each of its Affiliates (each, a "**Restricted Party**") to:

- (a) not, directly or indirectly, without the prior consent of the Purchaser: (i) engage in or assist others in engaging in a business which is competitive with the Business, as carried on at the Closing Date, within the jurisdictions of Canada, the United Kingdom, the European Union, Australia, and the United States of America (the "**Restricted Jurisdiction**"); (ii) have any interest (other than ownership of publicly traded securities carrying not more than 5% of the voting rights of the applicable Person) in any Person whose business is competitive with the Business as carried on at the Closing Date in the Restricted Jurisdiction, including as a partner, shareholder, employee, principal, agent, trustee or consultant; (iii) acquire any Person who engages in a business which is competitive with the Business in the Restricted Jurisdiction, or (iv) intentionally interfere in any material respect with the Business or the business relationships (whether formed before or after the Effective Date) of Nyteco France. Notwithstanding the foregoing, nothing in this Section 5.4 shall prohibit or restrict a Restricted Party from being engaged, directly or indirectly, in the business of the development, promotion, sale or implementation of: (i) a platform or business of opportunity and tour management (bid and offers) leveraging WhatsApp, voice to text, broadcast of pictures and more as well as note capture using voice, text and mail forwarding in order to provide market intelligence, under the name and style "Linker"; (ii) any e-commerce and auction portals for companies to present their inventory to their own

network and/or share with a vetted community under the name and style of “Tradehub” / “Salesferry”; or (iii) the platform or business known and in connection to “Davis Index” (collectively, the “**Remaining Businesses**”), which Remaining Businesses of the Vendor or its Affiliates will not be acquired by the Purchaser hereunder and is not the subject matter of this Agreement, for as long any product or service of the Remaining Businesses, as applicable, does not develop a function or benefit that is substantially the same as the functionality or benefits offered by the products and services of the Business. The Parties acknowledge and agree that if any product or services of any of the Remaining Businesses develop a function or benefit that is substantially the same as the functionality or benefits offered by the products and services of the Business, such development shall be deemed to be in contravention of this Section 5.4.

- (b) not, directly or indirectly, in any manner, without the prior consent of the Purchaser, within the Restricted Jurisdiction, solicit, entice, or attempt to persuade any individual who is an employee of the Purchaser or any of its Affiliates to terminate their employment with the Purchaser or any of its Affiliates for any reason or otherwise participate in or hire or facilitate the hire, directly or through another entity, for a purpose competitive with the Business as carried on at Closing, of any individual who is employed by the Purchaser or any of its Affiliates or who was employed by the Purchaser or any of its Affiliates; provided that nothing in this Section 5.4(b) shall prohibit a Restricted Party from:
 - (i) making general solicitation advertisements, web postings or programs (including through search firms), that are not specifically targeted at any employee of the Purchaser or any of its Affiliates or the hiring of any individual who responds to such advertisements, postings or programs; or
 - (ii) hiring any individual whose employment with the Purchaser or any of its Affiliates has been terminated by the Purchaser or any of its Affiliates (A) at least six months prior to any attempt to solicit or hire such person, or (B) was terminated by the Purchaser or any of its Affiliates without cause,in which case there shall be no restrictions.
- (c) The Vendor understands that the restrictions set forth in this Section 5.4 are intended to preserve the value of the Business and the Purchased Assets and to protect the interest of the Purchaser and its Affiliates in their confidential information, goodwill and established employee, customer, supplier, consultant and vendor relationships, and agree that such restrictions are reasonable and appropriate for this purpose. Each Restricted Party also acknowledges and agrees that absent such Party’s agreement to and compliance with the restrictions set forth in this Section 5.4, the Purchaser would not have entered into this Agreement.

5.5 **No Solicitation of Other Bids**

- (a) The Vendor shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Vendor shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Person or Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, “**Acquisition Proposal**” shall mean any

inquiry, proposal or offer from any Person (other than the Purchaser or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, amalgamation or otherwise, of all or any portion of the Business or the Purchased Assets.

- (b) In addition to the other obligations under this Section 5.5, the Vendor shall promptly (and, in any event, within three Business Days after receipt thereof by the Vendor or its Representatives) advise the Purchaser orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.
- (c) The Vendor agrees that the rights and remedies for non-compliance with this Section 5.5 shall include having such provision specifically enforced by any court of competent equitable jurisdiction, and the Vendor acknowledges and agrees that any such breach or threatened breach shall cause irreparable injury to the Purchaser and that monetary damages would not provide an adequate remedy for the Purchaser.

5.6 Non-Disparagement

Neither the Vendor nor the Purchaser shall, during the period commencing on the Effective Date and terminating on the seventh (7th) anniversary of the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, denigrate, defame or actively disparage the commercial, business or financial reputation of (i) with respect to the Purchaser, the Vendor, its other products or services, or any of its respective employees, officers or directors, or (ii) with respect to the Vendor, Nyteco France, the Purchaser, the Purchaser's Affiliates, any of their respective products or services, or any of their respective employees, officers or directors. Notwithstanding the foregoing, nothing contained herein shall prevent either Party from complying with applicable Law, making any truthful statement or making any assertion or allegation in connection with any Action, judicial proceedings or claim whatsoever that such Party may at any time have with any such Persons.

5.7 Confidentiality

- (a) During the period commencing on the Effective Date and terminating on the tenth (10th) anniversary of the Closing Date, except as otherwise agreed to in writing between the Vendor and the Purchaser, the Vendor shall, and shall cause its Affiliates to, hold, and shall use commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all confidential or proprietary information, whether written or oral, of the Business or Nyteco France, except to the extent that the Vendor can show that such confidential or proprietary information: (i) is generally available to and known by the public through no fault of the Vendor or any of its Affiliates or Representatives; (ii) was independently developed without utilization of any confidential information, which can be demonstrated by the Vendor, or (iii) is lawfully acquired by the Vendor or any of its Affiliates or Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.
- (b) During the period commencing on the Effective Date and terminating on the tenth (10th) anniversary of the Closing Date, except as otherwise agreed to in writing between the Parties, the Purchaser and Nyteco France (as existing after Closing) shall, and shall cause their respective Affiliates to, hold, and shall use commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all confidential or proprietary information, whether written or oral, concerning the Vendor or the Remaining Businesses, except to the extent that the Purchaser can show that such confidential

information: (i) is generally available to and known by the public through no fault of the Purchaser, Nyteco France or any of their respective Affiliates or Representatives; (ii) was independently developed without utilization of any confidential information, which can be demonstrated by the Purchaser or Nyteco France (as existing after Closing), or (iii) is lawfully acquired by the Purchaser, Nyteco France (as existing after Closing) or any of their respective Affiliates or Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

- (c) If a Party or any of its Affiliates or Representatives is compelled to disclose any information by Governmental Authority or by applicable Law, subject to a confidentiality requirement hereunder, such Party shall (i) to the extent legally permitted, promptly notify the other Parties in writing of the existence and terms of, and circumstances surrounding, the requirement to disclose, (ii) consult with the other Parties on the advisability of taking legally available steps to resist or narrow the requirement to disclose, (iii) if requested by the other Parties, use commercially reasonable efforts to cooperate with the other Parties to seek a protective order or other appropriate remedy at the expense of such Parties, and (iv) after complying with the foregoing, disclose only that portion of such confidential information that is required to be disclosed.
- (d) Notwithstanding anything to the contrary contained in this Section 5.7, each Party or any of its Affiliates or Representatives, subject to a confidentiality requirement hereunder, (i) may use, disclose, copy, reproduce or duplicate (collectively, “Use”) the other Parties confidential information or portions thereof, under this Section 5.7, to the extent reasonably necessary or appropriate to be disclosed, (A) for the performance of their duties as contractors to such Party or otherwise in connection with the activities, commercial relationship, business and operations between the Parties, or (B) to enforce a right (or to defend any claim) in connection with an Action between or among some or all of the Parties or any of its Affiliates or Representatives under this Agreement, the transactions contemplated hereby, or any agreement or arrangement entered into in connection with this Agreement or the transactions contemplated hereby or thereby, and (ii) may Use the other Parties confidential information or portions thereof, under this Section 5.7, on a confidential basis with its Representatives, provided such Representatives are bound by obligations of confidentiality to the Party of at least as high a standard as those imposed on such Party under this Section 5.7 or subject to a professional duty of confidentiality.

5.8 **Employees and Employee Benefits**

- (a) The Vendor shall provide notice to all Employees of the sale of the Business upon direction of the Purchaser not less than five (5) Business Days before the Closing Date;
- (b) The Vendor will be responsible for all amounts owing to all Employees, including the wages, salaries, overtime, vacation pay, bonuses, commissions, incentive payments, Benefit Plans contributions and other like amounts of all Employees, in the ordinary course of the Business, for the period up to but excluding the Closing Date;
- (c) The Vendor shall be solely responsible and the Purchaser shall have no obligations whatsoever, for any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with the Vendor at any time on or before the Closing Date, and the Vendor shall pay all such amounts to all entitled Persons on or before the Closing Date.

- (d) The Vendor shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or before the Closing Date. The Vendor also shall remain solely responsible for all claims under the Occupational Health and Safety Acts (or the comparable legislation of any other jurisdiction) of any current or former employees, officers, directors, independent contractors or consultants of the Business that relate to events occurring on or before the Closing Date. The Vendor shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

5.9 Books and Records

Subject to Section 5.13, to facilitate the resolution of any claims made against or incurred by any Party, with respect to another Party's rights and obligations under this Agreement, or for any other reasonable purpose including for the Purchaser or the Vendor to comply with applicable Law (including the requirement to submit any Tax Returns), for a period of seven (7) years after the Closing, or for any longer period required by any applicable Law, the Purchaser and the Vendor shall, and shall cause its respective Affiliates and Representatives to:

- (a) retain the Books and Records of Nyteco France and maintain each of its respective books, records, and/or other documents relating to Business or Nyteco France for periods before the Closing in a manner consistent with good industry practice; and
- (b) upon reasonable notice, afford the Representatives of the other Party reasonable access (including the right to make, at such other Party's expense, photocopies or other electronic copies), during normal business hours, in a manner that does not unreasonably interfere with the normal business operations the applicable Party, to such books, records and/or other documents.

5.10 Pre-Closing Tax Returns

On or before the statutory due date and at the Vendor's cost, the Vendor shall prepare in accordance with applicable Law and past practice and after providing the Purchaser with a reasonable opportunity (which, in any event, shall not be fewer than 15 Business Days before the date on which such Tax Returns are required to be filed) to review all income Tax Returns of Nyteco France required by Law to be filed for any taxation period of Nyteco France, that ends on or before Closing, to the extent such returns have not been filed by the Effective Date.

5.11 Straddle Returns

On or before the statutory due date and at the Purchaser's cost, the Purchaser shall prepare, in accordance with applicable Law and past practice of Nyteco France, and after providing the Vendor with a reasonable opportunity (which, in any event, shall not be fewer than 15 Business Days before the date on which such Tax Returns are required to be filed) to review and comment on, all income Tax Returns of Nyteco France required by Law to be filed for the Straddle Period. The Purchaser shall take into account all reasonable comments made by the Vendor to the extent such comments relate to the part of the Straddle Period ending on Closing.

5.12 Covenants in respect of the transfer of Personal Information

- (a) **Personal Information Pre-Closing.** The Parties confirm that the Personal Information disclosed in connection with this Agreement (the "**Disclosed Personal Information**") is necessary for the purposes of determining if the Purchaser shall proceed with the transactions contemplated by this Agreement. The Purchaser shall not use or disclose the Disclosed Personal Information for any purposes other than those related to determining if

it shall proceed with the transactions contemplated by this Agreement, the performance of this Agreement, or the consummation of the transactions contemplated by this Agreement. The Purchaser shall protect the confidentiality of all Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the Disclosed Personal Information. If the transactions contemplated by this Agreement do not proceed, the Purchaser shall return to the Vendor or, at the Vendor's request, securely destroy, the Disclosed Personal Information within a reasonable period of time.

- (b) **Personal Information Post-Closing.** Following the consummation of the transactions contemplated by this Agreement, the Purchaser and Nyteco France (as existing after Closing): (i) shall not use or disclose the Disclosed Personal Information for any purposes other than the carrying on the Business (with processing of the Disclosed Personal Information being restricted to those purposes for which the Disclosed Personal Information was initially collected or for which additional consent was or is obtained) or as otherwise permitted or required by applicable Laws; (ii) shall protect the confidentiality of all Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the Disclosed Personal Information; and (iii) shall give effect to any withdrawal of consent with respect to the Disclosed Personal Information, in accordance with applicable Laws. Where applicable Law requires impacted individuals to be notified of the transaction contemplated by this Agreement, the Purchaser shall notify the affected individuals within a reasonable time that the transactions have been completed and that the Disclosed Personal Information has been disclosed to the Purchaser. Nothing in this Section 5.12(b) is to be construed so as to restrict the Purchaser from obtaining, in compliance with the applicable Laws, the consent of an individual to the collection, use or disclosure of Disclosed Personal Information about that individual for purposes that are beyond the purposes for which the Purchaser obtained the Disclosed Personal Information under this Section 5.12(b), or so as to restrict the Purchaser from the collection, use, or disclosure of Disclosed Personal Information as may be permitted or required by applicable Law.

5.13 **Privileged Communications**

- (a) All solicitor-client privilege resulting from the Vendor's Counsel representing in connection with the transactions contemplated by this Agreement: (a) will survive the Closing; (b) is not waived by the completion of the transactions contemplated by this Agreement and will remain in effect; and (c) is assigned to and will be controlled by the Vendor.
- (b) Without limiting the privilege referred to in Section 5.13(a), all communications up to and including the Closing involving solicitor-client confidences between each of the Vendor's Counsel, Nyteco France, the Vendor and their respective Affiliates and Representatives, relating to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any agreement, instruction or matter contemplated by or entered into pursuant to this Agreement ("**Privileged Communications**"), are deemed to be the property of the Vendor, not Nyteco France, and are subject to the solicitor-client privilege referred to in Section 5.13(a).
- (c) Each of the Parties will take all steps necessary or reasonably requested by the Vendor to ensure that the solicitor-client privilege referred to in Section 5.13(a) survives the Closing, remains in effect and remains the property of and controlled by the Vendor.
- (d) None of the Purchaser nor Nyteco France may use or rely on the Privileged Communications in any suit, action, claim or proceeding against or involving any of the Parties after the Closing.

- (e) Following the Closing none of the Purchaser or Nyteco France will access, review or use, or have the right to access, review or use, any Privileged Communications or related files or records maintained by the Vendor's Counsel.

5.14 Cyber Review

Prior to the Closing Date, the Vendor Group shall, upon reasonable notice and subject to the security requirements of each member of the Vendor Group, permit the Purchaser to access the servers and systems of each member of the Vendor Group to conduct cyber security, technology architecture, technology infrastructure, source code, object code and privacy due diligence, during normal business hours, in a manner that does not unreasonably interfere with the normal business operations of the applicable member of the Vendor Group. Prior to any such access, the Purchaser and each member of the Vendor Group will, acting reasonably, mutually determine a list of agreed material cyber security systems and privacy measures to be completed. Following the completion of such review, the Vendor Group will use commercially reasonable efforts to implement any such material cyber security, systems, and privacy measures agreed upon between the Vendor, the Vendor Group and the Purchaser, acting reasonably, prior to the Closing Date. The costs of any such implementation shall be paid by the Purchaser, except that the Vendor Group will pay for any agreed upon costs necessary to obtain any necessary licences to support its existing use of Intellectual Property. The Purchaser acknowledges and agrees that following such implementation, the cyber security, systems, administrative, technical and physical safeguards and privacy measures of the Vendor Group shall be consistent with applicable industry practice, and sufficient to protect the confidentiality, integrity and security of Personal Information and confidential information in the possession, custody or control of the Vendor Group against unauthorized access, use, modification, disclosure or other misuse.

5.15 Exchange Approval; Applicable Securities Laws

- (a) Immediately following execution and delivery of this Agreement, the Purchaser will (i) apply for, and use all commercially reasonable efforts to obtain, conditional listing approval of the Exchange for the issuance of the Consideration Shares (including any EO Shares and any WC Shares) pursuant to this Agreement and the listing of all such Consideration Shares at the Closing Time, subject only to the satisfaction of customary conditions required by the Exchange, (ii) if required, apply for, and use all commercially reasonable efforts to obtain, approval of the Exchange for the purchase by the Purchaser of the Purchased Assets and this Agreement and any other agreement or transaction contemplated under this Agreement, subject only to the satisfaction of customary conditions required by the Exchange, and (iii) make all other necessary filings and applications under Applicable Securities Laws and the Exchange Policies required to be made on the part of the Purchaser in connection with the foregoing, and shall take all commercially reasonable actions necessary to be in compliance with the Exchange Policies, including doing all things and making all such filings as are necessary to ensure that the Consideration Shares (including any EO Shares and any WC Shares) shall be issued to the Vendor on a private placement basis in accordance with Applicable Securities Laws and the Exchange Policies (collectively, the “**Exchange Approval**”). The Purchaser will use all commercially reasonable efforts to seek any approvals of its shareholders required under Exchange Policies for the issuance of any EO Shares.
- (b) The Purchaser shall provide the Vendor and its counsel with a reasonable opportunity to review and comment on any applications or materials to be filed with the Exchange by the Purchaser prior to filing such applications or materials with the Exchange in order to allow the Vendor and its counsel to provide any non-binding comments which they may have, and the Purchaser will give reasonable consideration to such comments. The Purchaser shall provide the Vendor with a final copy of each such document after its filing with the

Exchange and shall provide to the Vendor copies of any correspondence with the Exchange in respect of such filings promptly following receipt thereof.

- (c) The Vendor and the Guarantors shall prepare and deliver to the Purchaser for delivery to the Exchange any documents and other filings, including but not limited to any Personal Information Forms or undertakings, as the Exchange may reasonably require from the Vendor or any Guarantor for the purpose of approving the issuance and listing of the Consideration Shares, the EO Shares (if any) or WC Shares (if any).

5.16 Ancillary Agreements

The Parties, as applicable, will enter into the Transaction Documents on or before the Closing Date.

5.17 Corporate Governance of Nyteco France on the Closing Date

On or before the Closing Date, the Vendor Group shall use commercially reasonable efforts to: (a) have any appointed president (*président*), managing director (*directeur général*) or deputy managing director (*directeur général adjoint*) execute and deliver a resignation from such position of Nyteco France effective as at Closing (or, subject to the requirements and formalities of applicable Law to Nyteco France, as soon as reasonably practicable following the Closing Date) in form and substance reasonably satisfactory to the Purchaser, or (b) remove and replace all such persons holding such positions of Nyteco France and appoint the individuals identified by the Purchaser in writing no later than three (3) Business Days prior to the Closing Date, effective as at Closing (or, subject to the requirements and formalities of applicable Law to Nyteco France, as soon as reasonably practicable following the Closing Date).

5.18 Consents

- (a) Each member of the Vendor Group shall use their respective commercially reasonable efforts to give all notices to, and obtain all Consents from, all Persons that are described in Section 3.3 of the Disclosure Letter.
- (b) If any Consent, approval or authorization necessary to preserve any right or benefit under any Contract to which the Vendor is a party is not obtained before the Closing, the Vendor shall, after the Closing, cooperate with the Purchaser in attempting to obtain such Consent, approval or authorization as promptly thereafter as practicable. If such Consent, approval or authorization cannot be obtained, the Vendor shall use its commercially reasonable efforts to provide the Purchaser with the rights and benefits of the affected Contract for the term thereof and, if the Vendor provides such rights and benefits, the Purchaser shall assume all obligations and burdens thereunder.

5.19 Pre-Closing Reorganizations

- (a) Subject to the terms of this Agreement, the Parties agree to use each of their respective commercially reasonable efforts to cause the Vendor Group to effect any refinancing, restructuring or reorganization of the Business, its operations, human resources and assets and the integration of other affiliated businesses as the Purchaser may reasonably request (a “**Pre-Closing Reorganization**”); which shall be made effective as of the last moment of the Business Day ending immediately before the Closing Date, or such other time as the Purchaser may reasonably request, such request not to be unreasonably denied or delayed by the Vendor Group.
- (b) The Purchaser shall provide written notice to the Vendor Group of any proposed Pre-Closing Reorganization at least fifteen (15) Business Days before the Closing Date. Upon receipt of such notice, the Parties shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Pre-Closing Reorganization,

including amending this Agreement or any Transaction Documents, if necessary and as applicable, in connection therewith.

- (c) If Closing does not occur (other than by reason of a breach of this Agreement by the Vendor Group), the Purchaser shall forthwith reimburse the Vendor Group for all reasonable third party out-of-pocket fees and expenses (including any reasonable professional fees, expenses and Taxes) incurred by the Vendor Group in effecting the Pre-Closing Reorganization and shall be responsible for any reasonable out-of-pocket costs and Taxes of the Vendor Group in reversing or unwinding any Pre-Closing Reorganization that was effected before termination of this Agreement at the Purchaser's request (provided that such reversal or unwinding will occur in the most Tax-efficient manner which is commercially reasonable under the circumstances). The obligations of the Purchaser pursuant to this Section 5.19 will be in addition to any other payment obligations of the Purchaser under this Agreement and, notwithstanding anything to the contrary in this Agreement, will survive termination of this Agreement.

5.20 Powers of Attorney

Prior to the Closing Date, the Vendor will, or will cause, the power of attorneys of Nyteco France in favour of those individuals requested by the Purchaser no later than three (3) Business Days prior to the Closing Date to be effective at the Closing Date, and shall cause to be revoked all other existing power of attorney granted by Nyteco France to any other person.

5.21 Month-End Financial Information

During the period from the Effective Date to the Closing Date, the Vendor Group will prepare and deliver the Month-End Financial Information to the Purchaser within 15 Business Days of each month end.

5.22 Receivables

From and after the Closing, if the Vendor or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, the Vendor or its Affiliate shall remit such funds to the Purchaser within five (5) Business Days after its receipt thereof. From and after the Closing, if the Purchaser or its Affiliate receives or collects any funds relating to any Uncollected Receivable that has been assigned to the Vendor or an Excluded Asset, the Purchaser or its Affiliate shall remit any such funds to the Vendor within five (5) Business Days after its receipt thereof.

5.23 Invoice and Support System Export

On or prior to Closing, the Vendor Group shall provide the Purchaser with a complete export from the Vendor Group's invoicing and support system, in form and substance satisfactory to the Purchaser, acting reasonably, such that the Purchaser can integrate it with the Purchaser's invoicing and support ticketing systems. The Vendor Group shall promptly pay to the Purchaser any amounts received at any time in connection with the Unredeemed Contracts, as provided by Section 2.1(c).

5.24 Encumbrances

If any Liabilities of the Vendor are secured by Encumbrance charging the Purchased Assets as of the Closing Date, the Vendor will, as part of the Closing, provide the Purchaser a no interest letter or will pay out any such Liabilities forthwith upon receipt of the Closing Amount, to legally obligate the secured party of the Encumbrance to discharge of the Encumbrance.

5.25 Name Changes

The Vendor will: (a) forthwith following the Closing Date, change or cause to be changed the corporate name of the Vendor and its Affiliates to names which do not include "Jules AI" or any confusingly similar name; (b) consent to the use of the name "Jules AI" by the Purchaser, Nyteco France (as existing after Closing) and each of their Affiliates; and (c) deliver such written consents, undertakings and other

assurances as may be required by applicable corporate registries and any other Governmental Authority in connection with the use by the Purchaser, Nyteco France (as existing after Closing) or any of their Affiliates of “Jules AI” as a corporate name. The Purchaser will: (x) forthwith following the Closing Date, change or cause to be changed the corporate name of Nyteco France to a name which does not include “Nyteco” or any confusingly similar name; and (y) deliver such written undertakings and other assurances as may be required by applicable corporate registries and any other Governmental Authority in connection with the use by the Vendor or any of their Affiliates of “Nyteco” as a corporate name.

5.26 Risk of Loss

The Purchased Assets shall be at the risk of the Vendor until Closing. If before the Closing all or any part of the Purchased Assets is expropriated or seized by any Governmental Authority or any other Person in accordance with applicable Laws or if notice of any such expropriation or seizure shall have been given in accordance with applicable Laws, or if any part of the Purchased Assets shall have been forfeited or abandoned, the Purchaser, in its sole discretion, shall have the option, exercisable by notice to the Vendor given prior to the Closing Time, to: (a) terminate this Agreement by notice to the Vendor, as provided in Section 8.1; or (b) to complete the transactions contemplated by this Agreement and require the Vendor to assign to the Purchaser the proceeds of any insurance payable as a result of the occurrence of such expropriation or seizure and to reduce the number of Common Shares payable under this Agreement by such amount as may be mutually agreed.

5.27 Post-Closing Transfers

If after Closing, the Vendor or any of its Affiliates receives or otherwise comes to possess any interest, right or title in and to the Purchased Assets, whether at law or in equity, then the Vendor will promptly: (a) give written notice, with reasonable detail, of that event to the Purchaser; and (b) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) all of such interest, right or title in and to the Purchased Assets to the Purchaser or its designated Affiliate at the Vendor’s sole expense. Prior to any such transfer, the Vendor or its Affiliate receiving or possessing any such interest, right or title in and to the Purchased Assets will hold it in trust for the benefit of the Purchaser or its designated Affiliate. The Vendor will cooperate with the Purchaser and use its best efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.27.

5.28 Further Assurances

Following the Closing, each of the Parties hereto shall, and shall cause their respective Representative and Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE 6 SURVIVAL AND INDEMNIFICATION

6.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties set out in Article 3 and Article 4 shall survive the Closing and shall remain in full force and effect until the 24 month anniversary of the Closing Date; except that: the Fundamental Representations of the Vendor, and the Fundamental Representations of the Purchaser shall survive and continue in full force and effect until the 48 month anniversary of the Closing Date; (c) the representations and warranties in Section 3.23 (*Taxes*) and the indemnity in Section 6.2(c) shall survive and continue in full force and effect until the 72 month anniversary of the Closing Date; and (d) any representation and warranty in Article 3 or Article 4 that is provided fraudulently shall survive and continue in full force and effect without limitation of time. Each covenant and agreement of each Party set out in this Agreement to be performed, or which continue, after

the Closing shall survive the Closing and completion of the transactions contemplated by this Agreement and will continue in full force and effect until such covenant or agreement is performed. Each covenant and agreement of each Party set out in this Agreement to be performed on or prior to the Closing shall not survive the Closing and will expire and terminate at the Closing Time. Notwithstanding this Section 6.1, nothing in this Agreement shall limit any covenant or agreement of a Party that by its terms contemplated performance after the Closing, and each such covenant or agreement will not merge on and shall survive the Closing until terminated or expired in accordance with its terms.

6.2 Indemnification by the Vendor

Subject to the other terms and conditions of this Article 6, the Vendor and the Guarantors shall jointly, if the Closing occurs, indemnify and defend each of the Purchaser and its Affiliates and their respective Representatives (collectively, the “**Purchaser Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties made by the Vendor in this Agreement, other than the Fundamental Representations of the Vendor and those representations and warranties contained in Section 3.23 (*Taxes*);
- (b) any inaccuracy in or breach of any of the Fundamental Representations of the Vendor;
- (c) any inaccuracy in or breach of any of the representations or warranties in Section 3.23 (*Taxes*) and all Taxes payable by Nyteco France in respect of any taxation period ending on or prior to the Closing Time or in respect of that portion (to which extent the Vendor will only be partly attributable) of such period ending on or prior to the Closing Time;
- (d) any breach or non-fulfillment of any covenant, agreement or obligation to be performed during the Interim Period by Nyteco France under this Agreement; and
- (e) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Vendor under this Agreement.

6.3 Indemnification by the Purchaser

Subject to the other terms and conditions of this Article 6, the Purchaser shall, if the Closing occurs, indemnify and defend each of the Vendor, its Affiliates and their respective Representatives (collectively, the “**Vendor Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendor Indemnitees based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement, other than the Fundamental Representations of the Purchaser;
- (b) any inaccuracy in or breach of any of the Fundamental Representations of the Purchaser;
- (c) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement; and
- (d) any breach or non-fulfillment of any covenant, agreement or obligation to be performed after the Closing Time by Nyteco France under this Agreement.

6.4 Limitation of Losses

The obligations provided for in Section 6.2 and Section 6.3 shall be subject to the following limitations:

- (a) The Vendor shall not be liable to the Purchaser Indemnitees for indemnification under Section 6.2 until the aggregate amount of all Losses in respect of indemnification under Section 6.2 exceeds [*Redacted – Commercially Sensitive Information*] (the “**Basket**”), in

which event the Vendor shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Vendor shall be liable under this Article 6 shall not exceed:

- (i) in the case of Losses claimed under Section 6.2(a) and Section 6.2(b), an amount equivalent to the higher of (A) [*Redacted – Commercially Sensitive Information*]; or (B) [*Redacted – Commercially Sensitive Information*] of the Purchase Price paid or payable to the Vendor prior to any adjustment made under Section 6.10 (the “Cap”); and
 - (ii) in the case of any other Losses, the Purchase Price prior to any adjustment made under Section 6.10.
- (b) The Purchaser shall not be liable to the Vendor Indemnitees for indemnification under Section 6.3 until the aggregate amount of all Losses in respect of indemnification under Section 6.3 exceeds the Basket, in which event the Purchaser shall be required to pay or be liable for the amount of such Losses from the first dollar. The aggregate amount of all Losses for which the Purchaser shall be liable under Section 6.3 shall not exceed the Cap.
- (c) Notwithstanding the foregoing:
 - (i) any Losses claimed pursuant to Section 6.2(c) or any Losses arising from fraud, negligence or willful misconduct by any Party in making the representations and warranties in this Agreement shall not be subject to Sections 6.4(a) through 6.4(d); and
 - (ii) the liability of any Indemnifying Party for Losses to any Indemnified Party, shall be subject to the Indemnified Party delivering notice to such Indemnifying Party no later than the expiry of the applicable survival period set forth in Section 6.1.
- (d) For purposes of this Article 6, the calculation of the amount of any Loss and the determination of whether there has been an inaccuracy in or breach of a representation or warranty that is qualified by materiality or Material Adverse Effect under this Article 6 shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.
- (e) Each Party shall take, and cause its Indemnified Parties to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise the Loss. If an Indemnified Party fails to take, or cause to be taken, such reasonable steps, then notwithstanding anything in this Agreement to the contrary, the Indemnifying Party shall not be required to indemnify for that portion of Losses that would reasonably have been expected to have been avoided if the Indemnified Party had taken such reasonable steps. Despite any other provision of this Article 6, the principles of remoteness of damages will be applied in determining the quantum of Losses that can be recovered by an Indemnified Party.
- (f) Before an Indemnifying Party is required to indemnify an Indemnified Party for any Loss under claim or potential claim for indemnification, the Indemnified Party must first make all commercially reasonable efforts to seek recovery for that Loss under any available insurance policies or other contribution or similar payment received or reasonably expected to be received by the Indemnified Party in respect of such claim. With respect to any Loss suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party to the extent that the same Loss has been recovered by the Indemnified Party under any other provision of this Agreement or under any insurance policies with respect to that Loss and,

accordingly, the Indemnified Party shall not be entitled to double recovery for any claim of indemnification and resulting Loss under this Agreement and may only recover once in respect of the same Loss. Notwithstanding the foregoing, to the extent any Loss is recoverable under a provision in Section 6.2 or Section 6.3 which excludes any portion of such Loss due to the limitations set forth in this Article 6 but is also recoverable under another provision in Section 6.2 or Section 6.3 which is not subject to such limitations, the Indemnified Party shall have the right to seek recovery under the provision of Section 6.2 or Section 6.3 which is not subject to such limitations (but may only recover once). For certainty, no Indemnifying Party has any liability or obligation for indemnification under this Article 6 to the extent that the relevant Loss has been taken into account in the determination of the Estimated Closing Working Capital Statement or the Closing Working Capital Statement and the related adjustments to the Purchase Price have been paid.

- (g) The amount of any Loss for which indemnification is provided under this Article 6 will be (i) increased to take account of any net Tax cost incurred by the Indemnified Party arising from the receipt of indemnity payments under this Agreement, and (ii) reduced to take account of any net Tax benefit realized by the Indemnified Party arising from the incurrence or payment of that Loss, to the extent necessary to ensure that the Indemnified Party receives a net amount that, taking into account any net Tax cost or net Tax benefit, is sufficient to fully compensate for the Loss, but results in no net gain to the Indemnified Party. In computing the amount of any net Tax cost or net Tax benefit, the Indemnified Party will be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnity payment under this Agreement or the incurrence or payment of any indemnified Loss.

6.5 Limitations to the Vendor Tax Indemnity

The Vendor is not required to meet any claim under Section 6.2(c) to the extent that:

- (a) the liability for Tax has been met on or before Closing Time by payment to the relevant Tax authority or a Tax pooling account (held in the name of, and for the benefit of, Nyteco France) as defined in the Tax Act (and has not been refunded), or reserve or provision is made for that Tax liability in the Balance Sheet;
- (b) an increased liability for Tax in one period ending prior to Closing is or will be offset by a reduced liability for Tax of the same type, and arising out of the same matter, in another period within the period to bring a Tax Claim under this Agreement;
- (c) the Tax would not have arisen, or would have been reduced or eliminated, but for a failure or omission on the part of the Purchaser or Nyteco France after Closing to make a claim or election or to give any notice or consent, the making or giving of which was notified in writing to the Purchaser prior to Closing;
- (d) the Purchaser or Nyteco France makes a Tax Saving in relation to the same matters giving rise to a claim under Section 6.2(c);
- (e) the Tax relates to an amount of income or an asset that was not taken into account in the Balance Sheet, or otherwise taken into account in calculating the Purchase Price, and the income or value or the asset exceeds the Tax payable in respect of that income or asset;
- (f) any Relief available to Nyteco France, or in relation to a period ended on or before Closing reduces that Tax liability;
- (g) an increased liability for Tax of the Purchaser or Nyteco France is offset by a reduced liability for Tax (arising out of the same matter) in Nyteco France or the Purchaser;

- (h) it arises as a result of any change in Law, including any increase in rates of Tax, announced after the Effective Date;
- (i) the Tax liability arises or is increased as a result of any voluntary change in accounting principles or in the treatment of any item for Tax purposes made by the Purchaser or Nyteco France after Closing unless such change is required by Law; or
- (j) the Purchaser or Nyteco France amends or requests an amendment to any Tax Return filed prior to Closing by Nyteco France with the relevant Governmental Authority or files any Tax Return after Closing that otherwise affects any prior period taxable income unless the change is to correct an obvious error or is required by Law and notification of that change or request is provided to the Vendor no less than twenty (20) Business Days before making that change or request.

6.6 Indemnity for Net Position

- (a) The Vendor's aggregate liability under Section 6.2(c) is limited to the net, overall, liability for Tax incurred, or the net, overall, loss of Relief suffered by Nyteco France after taking into account any reduction in Tax or increase in Relief, which arises in the circumstances referred to in Section 6.2(c).
- (b) If the Vendor has paid any amounts under Section 6.2(c) and, by the end of the period for bringing claims under Section 6.2(c), Nyteco France has had reductions in its Tax liability for the period prior to Closing which have not previously been taken into account under this clause, the Purchaser will repay to the Vendor an amount equal to the lesser of:
 - (i) the relevant reduction in its Tax liability for the period prior to Closing; and
 - (ii) the total amounts paid by the Vendor under Section 6.2(c).

6.7 Indemnification Procedures

The Party making a claim under this Article 6 is referred to as the “**Indemnified Party**”, and the Party against whom such claims are asserted under this Article 6 is referred to as the “**Indemnifying Party**”.

- (a) **Notice of Indemnity Claims.** If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which an Indemnifying Party has agreed to indemnify it under this Article 6, the Indemnified Party will promptly give written notice (an “**Indemnity Notice**”) of its claim or potential claim for indemnification to the Indemnifying Party, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such claim for indemnification. An Indemnity Notice must specify whether the claim for indemnification arises as the result of a claim made by a Person who is not a Party (a “**Third Party Claim**”) or whether the claim for indemnification is by a Party (a “**Direct Claim**”), and must also specify with reasonable detail (to the extent that the information is available): (i) the factual basis for the claim for indemnification; (ii) copies of all material written evidence thereof; and (iii) the amount of the claim for indemnification, if known, or an estimate thereof. If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of a claim for indemnification in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set-off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an Indemnity Notice on a timely basis.
- (b) **Third Party Claims.** The Indemnifying Party shall have the right to participate in, or by giving a written notice to the Indemnified Party, to assume the defence of any Third Party Claim (including the negotiation, defence or settlement of such claim) at the Indemnifying Party's expense and by counsel selected by the Indemnifying Party, and the Indemnified

Party shall cooperate in good faith in such defence; *provided that*, if the Indemnifying Party is the Vendor, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third Party Claim that: (i) is asserted directly by or on behalf of a Person that is a supplier or customer of the Business or Nyteco France; or (ii) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, subject to Section 6.7(c), it shall have the right to take such action as it deems necessary to avoid, dispute, negotiate, settle, defend, appeal or make counter-claims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate at its own expense in the defence of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The Indemnified Party will not cause or permit the termination of any right to defend or right of appeal in respect of any Third Party Claim that is or might become the basis of a claim or potential claim for indemnification without giving the Indemnifying Party written notice of the contemplated or potential termination in time to grant the Indemnifying Party an opportunity to contest the Third Party Claim. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently conduct the defence of such Third Party Claim, the Indemnified Party may, subject to compliance with Section 6.7(a), pay, compromise, defend such Third Party Claim. The Vendor and the Purchaser shall cooperate with each other in all commercially reasonable respects in connection with the defence of any Third Party Claim and seek indemnification from any Person who is not an Indemnified Party for any and all Losses based upon, arising from or relating to such Third Party Claim, including making available all records, documents and other materials in its possession or control relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, employees or other Persons under the control of the non-defending Party as may be reasonably necessary for the preparation of the defence of such Third Party Claim. The Indemnifying Party will not be required to indemnify for any Loss relating to a Third Party Claim that is settled or contested in material violation of the terms of this Section 6.7.

- (c) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of, compromise or pay any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as provided in this Section 6.7. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer and in no such event shall any settlement offer exceed the Cap. If the Indemnified Party fails to consent to such firm offer and also fails to assume the defence of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defence under Section 6.7(b), it shall not negotiate, enter into settlement of, compromise or pay any settlement without the written

consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

- (d) **Direct Claims.** Following the receipt of an Indemnity Notice from the Indemnified Party for any Direct Claim, the Indemnifying Party shall have thirty (30) days or any other period of time agreed to by the Indemnifying Party and the Indemnified Party (the “**Direct Claim Review Period**”) after its receipt of such notice to make any investigations it considers necessary or desirable and respond in writing to such Direct Claim. During the Direct Claim Review Period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party’s investigation by giving such information and assistance (including access to the Indemnified Party’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party may provide written notice of the dispute to the Indemnified Party within the Direct Claim Review Period. That dispute notice must describe in reasonable detail the nature of the Indemnifying Party’s dispute. Upon receipt of a dispute notice, the Indemnified Party may pursue all rights and remedies available to it, subject to this Agreement. If the Indemnifying Party does not so respond within the Direct Claim Review Period, the Indemnifying Party shall be deemed to have disputed such Direct Claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(e) **Tax Demand**

- (i) If the Purchaser or Nyteco France receives a Tax Demand or becomes aware of any other event which may give rise to a claim for indemnification under Section 6.2(c) against the Vendor, the Purchaser must promptly provide written notice of that Tax Demand or that other event to the Vendor together with all information regarding such Tax Demand or other event, and the Purchaser will ensure that no payment (except to the extent required by Law) or admission of liability in respect of the Tax Demand is made or other steps are taken which may in any way prejudice any rejection of, any challenge to or any defence to that Tax Demand without the prior written consent of the Vendor, whose consent is not to be unreasonably withheld, conditioned or delayed.
- (ii) If the disputes resolution procedures, challenge or appeal (in respect of which the Purchaser or Nyteco France has previously received a payment under Section 6.2(c)) is ultimately successful in whole or in part and the Purchaser or Nyteco France receives any Tax credit, refund or reimbursement of costs, the Purchaser or Nyteco France will promptly pay to the Vendor (to the extent that it does not exceed that amount previously paid by the Vendor to the Purchaser or Nyteco France) an amount equal to the amount of such Tax credit, refund or costs together with any interest (net of Tax) which the Purchaser or Nyteco France has received from any Governmental Authority on such Tax credit, refund or reimbursement.
- (iii) The Vendor is to act in consultation with the Purchaser in relation to the conduct and progress of all disputes resolution procedures, challenges or court proceedings and any related correspondence and negotiations in connection with a Tax Demand and provide the Purchaser with copies of all relevant documents, including material drafts.

- (iv) The Vendor will not, and will cause its Affiliates and Representative not to, request the Purchaser or Nyteco France to undertake any action under this Section 6.7(e) in a way that increases the amount of Tax payable (or reduces the amount of Relief otherwise available to use) by the Purchaser or Nyteco France in any period on or after Closing where such increase in the amount of Tax or reduction in Relief is not within scope of the indemnity in Section 6.2(c).
- (v) The Purchaser may at any time request an opinion on the likelihood of the Purchaser or Nyteco France successfully reducing the relevant Tax liability claimed under the Tax Demand from a suitably qualified Tax advisor, subject to the Vendor approving the relevant Tax advisor (such approval not to be unreasonably withheld, delayed or conditioned). If the opinion is that the Purchaser or Nyteco France, as applicable, does not have at least an arguable case for reducing the relevant Tax liability, the Vendor will immediately cease to undertake, and will not request the Purchaser or Nyteco France to undertake, any further steps to challenge or object to the Tax Demand.

6.8 Payments

Once the validity and amount of an indemnity claim made pursuant to this Article 6 (the “**Claim Amount**”) has been finally determined, by agreement of the Indemnifying Party and the Indemnified Party, by binding, final and non-appealable determination or by settlement, the Indemnifying Party shall pay the Claim Amount to the Indemnified Party within fifteen (15) Business Days of such determination by wire transfer of immediately available funds. The Parties agree that, if the Indemnifying Party does not make full payment of the Claim Amount within such fifteen (15) Business Days’ period, any amount payable shall accrue interest from and including the date of such determination, but excluding the date such payment has been made, at a rate per annum equal to five percent (5%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding. Furthermore, the Parties agree that the Purchaser may otherwise set-off any amounts to which it is entitled under this Article 6 against any amount owed by the Purchaser to the Vendor under this Agreement. For greater certainty, if set-off as provided herein is insufficient to fully pay the indemnity payment, the Vendor must fully pay any missing portion of such indemnity payment to the Purchaser.

6.9 Trustee and Agent

The Parties acknowledge that the Purchaser is acting as trustee and agent for the remaining Purchaser Indemnitees and the Vendor is acting as trustee and agent for the remaining Vendor Indemnitees, as the case may be, on whose behalf and for whose benefit the indemnities in this Article 6 are provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnities notwithstanding that they may not individually be parties to this Agreement. The Parties agree that the Purchaser may enforce the indemnities for and on behalf of such remaining Purchaser Indemnitees and the Vendor may enforce the indemnities for and on behalf of such remaining Vendor Indemnitees, as the case may be, and, in such event, the party from whom indemnification is sought will not in any proceeding to enforce the indemnities by or on behalf of such remaining Indemnified Parties assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

6.10 Purchase Price Adjustment for Indemnification Payments

Any payment made to a Purchaser Indemnitee under this Article 6 will constitute a dollar for dollar decrease to the Purchase Price, and any payment made to a Vendor Indemnitee under this Article 6 will constitute a dollar for dollar increase to the Purchase Price.

6.11 Effect of Investigation

The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.1(b) or Section 7.2 or Section 7.3, as the case may be. The right to indemnification, reimbursement, or other remedies based upon any such representation or warranty will not be affected by any Knowledge of the Purchaser or Knowledge of the Vendor acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of such representation or warranty.

6.12 Exclusive Remedy

Subject to Section 2.7 (*Closing Working Capital and Adjustment*) and 9.15 (*Equitable Remedies and Specific Performance*), if the Closing occurs, from Closing, the rights of indemnity in this Article 6 will be the sole and exclusive remedy of any Indemnified Party for any loss, liability, debt, Tax, damage, cost, expense, charge, fine, penalty or assessment arising due to or in connection with any breach of any representation or warranty, or non-performance of any covenant or agreement, contained in this Agreement and each Indemnified Party waives any other recourse or remedy it may have in contract, tort or otherwise. Nothing in this Section 6.12 will limit or restrict any Party from seeking equitable remedies under Section 9.15 or otherwise, or any remedies that may be available to an Indemnified Party in the case of fraud.

6.13 Arbitration

Except where such dispute shall be referred to the Independent Accountant as set forth in this Agreement, all other disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by a single arbitrator (the "**Arbitrator**") pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the Parties. The Arbitrator shall determine who shall bear the costs of arbitration.

ARTICLE 7 CONDITIONS TO CLOSING

7.1 Mutual Conditions

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions, which are for the mutual benefit of the Vendor and the Purchaser and which may be waived, in whole or in part, by consent of the Vendor and the Purchaser at any time without prejudice to any right of such Party to rely on any other condition precedent:

- (a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law which is in effect, and no Action shall have been commenced or be pending before or by any Governmental Authority or any other Person to restrain, enjoin, or otherwise prohibit or make illegal the consummation of any of the transactions contemplated in this Agreement (including the transfer of the Purchased Shares from the Vendor to the Purchaser, and the issuance of the Consideration Shares (including the EO Shares and WC Shares, if any) by the Purchaser to the Vendor), or restrain, enjoin, or otherwise prohibit or make illegal the conducting of the Business by the Purchaser, Nyteco France or any Affiliate of the Purchaser.
- (b) The Vendor shall have received all Consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 3.3 of the Disclosure Letter, and the Purchaser shall have received all Consents, authorizations, orders and approvals referred

to in Section 4.3, in each case, in form and substance reasonably satisfactory to the Purchaser, on the one hand, and the Vendor, on the other hand, and no such Consent, authorization, order and approval shall have been revoked.

7.2 Conditions for the Benefit of the Purchaser

The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the following conditions being satisfied at or prior to the Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion at any time without prejudice to any right of the Purchaser to rely on any other condition precedent:

- (a) **Truth and Accuracy of Representations and Warranties.** The representations and warranties of the Vendor and Nyteco France set forth in Article 3 will be true and correct in all material respects (or in all respects in the case of representations and warranties that are already qualified by materiality or Material Adverse Effect) at the Closing Date, except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect on the Business or Nyteco France, as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and other than, in each case, representations and warranties that speak of a specific date or time (in which case the accuracy of such representations and warranties will be determined as of that specified date or time instead of as of the Closing Date).
- (b) **Performance of Covenants and Conditions.** Each of Nyteco France and the Vendor shall have performed and complied in all material respects with each obligation, agreement, covenant and condition on their part, respectively, required to be performed or complied with by them under this Agreement on or prior to the Closing Date.
- (c) **Vendor Shareholder Approval.** The Vendor shall have delivered to the Purchaser, evidence satisfactory to the Purchaser, acting reasonably, of the receipt by the Vendor of the Vendor Shareholder Approval.
- (d) **No Material Adverse Effect.** No Material Adverse Effect shall have occurred on or after the Effective Date and prior to the Closing Date with respect to the Business or Nyteco France.
- (e) **Reasonable Expectation of Closing.** The Purchaser, acting reasonably and in good faith, shall not have any reasonable grounds to believe that each of the conditions set forth in Article 7 cannot be fulfilled at or prior to Closing.
- (f) **Satisfactory Due Diligence.** The Purchaser, acting reasonably and in good faith, shall have completed its due diligence investigation of the Business and Nyteco France, and shall, in its discretion acting reasonably, be satisfied with the (i) contents of the Disclosure Letter, and (ii) results of such due diligence investigation. In particular, the Purchaser shall have been permitted to complete its privacy review, cyber security due diligence and all material privacy, cyber security and IT Systems measures identified by the parties shall have been implemented in form and substance satisfactory to the Purchaser, acting reasonably.
- (g) **Cyber Security.** The Vendor shall have mitigated all information technology issues noted by the Purchaser, including ensuring that: (i) any known vulnerabilities are mitigated, and (ii) operating systems of servers are up to date and correctly patched.
- (h) **Encumbrances.** All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and the Vendor shall have delivered

to the Purchaser written evidence, in form satisfactory to the Purchaser in its sole discretion, of the release of such Encumbrances.

- (i) **Receipt of Permits.** The Purchaser shall have received all Permits, if any, that are necessary for it to conduct the Business as conducted by the Vendor Group at the Closing Date.
- (j) **Book and Records.** On or before the Closing Date, the Vendor will have delivered or caused to be delivered to the Purchaser the Books and Records.
- (k) **Receipt of Closing Date Documents.** On or before the Closing Date, the Vendor will have delivered or caused to be delivered to the Purchaser the following, each in form and substance satisfactory to the Purchaser acting reasonably:
 - (i) a certificate of a senior officer of each of the Vendor and Nyteco France, as applicable, confirming to the Purchaser, to the best of such representative's knowledge, after due inquiry and without personal liability, the satisfaction of each of the conditions applicable to the Vendor or Nyteco France in Section 7.2(a) and Section 7.2(b);
 - (ii) a certificate of a senior officer of each of the Vendor and Nyteco France, provided without personal liability of such representative, attaching certified copies of (A) the Governing Documents of the Vendor and Nyteco France, respectively, (B) all resolutions of the directors and shareholders of the Vendor and Nyteco France, respectively, required to approve and authorize the transfer of the Purchased Assets, including the Purchased Shares, to the Purchaser, the execution and delivery of this Agreement and each of the Transaction Documents, and the completion of the transactions and obligations of each, respectively, contemplated hereby and thereby, and (C) a certificate of incumbency setting out the specimen signatures of each authorized signatory of the Vendor Group;
 - (iii) the Interim Financial Statements;
 - (iv) a certificate of status or *certificat de non-faillite* (or equivalent) with respect to the Vendor and Nyteco France issued by the applicable Governmental Authority, dated not more than two (2) Business Days prior to the Closing Date;
 - (v) duly completed, executed and dated share transfer form (*ordre de mouvement de titres*) specifying the transfer of ownership of all the Purchased Shares in favour of the Purchaser and duly executed and dated tax transfer form (*formulaire cerfa n°2759 DGI*) in respect of such transfer;
 - (vi) the original securities transfer register (*registre de mouvements de titres*) and the securityholders' accounts (*comptes individuels de porteurs de titres*) of Nyteco France reflecting the transfer of ownership to the Purchaser of the Purchased Shares;
 - (vii) written unconditional resignation, effective upon Closing, of the Vendor as legal representative (President) of Nyteco France;
 - (viii) copies of each of the Mutual Releases duly executed by the Vendor and each of the president, managing director and deputy managing director of Nyteco France, as applicable, provided in escrow to be released at Closing;
 - (ix) a copy of the Assignment and Assumption Agreement duly executed by the Vendor, provided in escrow to be released at Closing;
 - (x) **[Intentionally Deleted];**

- (xi) a copy of the Consulting Agreements each duly executed by SD and AB, respectively, provided in escrow to be released at Closing;
- (xii) copies of each of the Employee ROFR Waivers duly executed by each Employee, respectively, provided in escrow to be released at Closing;
- (xiii) a copy of the IP Assignment Agreement duly executed by the Vendor, provided in escrow to be released at Closing;
- (xiv) a copy of the Rights and Restrictions Agreement duly executed by the Vendor and each of the Guarantors, provided in escrow to be released at Closing;
- (xv) a copy of the Transition Services Agreement duly executed by Nyteco India, provided in escrow to be released at Closing; and
- (xvi) such other documentation as may be requested by the Purchaser or its counsel, each acting reasonably.

If any of the foregoing conditions in this Section 7.2 have not been fulfilled by the Outside Date, the Purchaser may terminate this Agreement by notice in writing to the Vendor, in which event the Purchaser is released from all of its obligations under this Agreement except for those which expressly survive termination. Notwithstanding the foregoing, the Purchaser may waive compliance with any condition in whole or in part in its direction, without prejudice to its rights of termination in the event of non-fulfillment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement. In the event that the Closing Date occurs, all conditions for the benefit of the Purchaser in this Article 7 which have not been fully satisfied as of the Closing Date shall be deemed to have been fully waived by the Purchaser, and the Purchaser shall have no further recourse against the Vendor in respect thereof, other than in case of fraud.

7.3 Conditions for the Benefit of the Vendor

The obligations of the Vendor to consummate the transactions contemplated by this Agreement are subject to the following conditions being satisfied at or prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion at any time without prejudice to any right of the Vendor to rely on any other condition precedent:

- (a) **Truth and Accuracy of Representations and Warranties.** The representations and warranties of the Purchaser set forth in Article 4 will be true and correct in all material respects (or in all respects in the case of representations and warranties that are already qualified by materiality or Material Adverse Effect) at the Closing Date, except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect on the Purchaser, as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and other than, in each case, representations and warranties that speak of a specific date or time (in which case the accuracy of such representations and warranties will be determined as of that specified date or time instead of as of the Closing Date).
- (b) **Performance of Covenants and Conditions.** The Purchaser shall have performed and complied in all material respects with each obligation, agreement, covenant and condition on its part required to be performed or complied with by it under this Agreement on or prior to the Closing Date.
- (c) **No Material Adverse Effect.** No Material Adverse Effect shall have occurred on or after the Effective Date and prior to the Closing Date with respect to the Purchaser.

- (d) **Exchange Approval.** The Purchaser shall have delivered to the Vendor, evidence satisfactory to the Vendor, acting reasonably, of the receipt of Exchange Approval in terms of Section 5.15.
- (e) **Reasonable Expectation of Closing.** The Vendor, acting reasonably and in good faith, shall not have any reasonable grounds to believe that each of the conditions set forth in this Article 7 cannot be fulfilled at or prior to Closing.
- (f) **Receipt of Closing Amount.** On or before the Closing Date, the Purchaser will have delivered or caused to be delivered to the Vendor, the following, each in form and substance satisfactory to the Vendor acting reasonably or in the form attached to this Agreement, as applicable:
 - (i) payment of the Closing Amount in accordance with Section 2.5(b); and
 - (ii) share certificates or electronic copies of the DRS advice statements evidencing the issuance of the Consideration Shares on the Closing Date.
- (g) **Receipt of Closing Date Documents.** On or before the Closing Date, the Purchaser will have delivered or caused to be delivered to the Vendor, the following, each in form and substance satisfactory to the Vendor acting reasonably or in the form attached to this Agreement, as applicable:
 - (i) a certificate of a senior officer of the Purchaser confirming to the Vendor, to the best of such officer's knowledge, after due inquiry and without personal liability, the satisfaction of each of the conditions in Section 7.3(a) and Section 7.3(b);
 - (ii) a certificate of a senior officer of the Purchaser, provided without personal liability of such officer, attaching certified copies of (A) the constitution or other applicable organizational documents of the Purchaser and (B) all resolutions of the directors and shareholders of the Purchaser required to approve and authorize, respectively, the issuance of the Consideration Shares (including the Issued MH Shares) to the Vendor, the execution and delivery of this Agreement and each of the Transaction Documents, and the completion of the transactions and obligations of the Purchaser contemplated hereby and thereby, and (C) a certificate of incumbency setting out the specimen signatures of each authorized signatory of the Purchaser;
 - (iii) a certificate of good standing (or equivalent) with respect to the Purchaser issued by the applicable Governmental Authority of the jurisdiction of incorporation or organization, dated not more than two (2) Business Days prior to the Closing Date;
 - (iv) copies of each of the Mutual Releases duly executed by Nyteco France, provided in escrow to be released at Closing;
 - (v) a copy of the Assignment and Assumption Agreement duly executed by the Purchaser, provided in escrow to be released at Closing;
 - (vi) ***[Intentionally Deleted]***;
 - (vii) a copy of two (2) Consulting Agreements duly executed by the Purchaser, provided in escrow to be released at Closing;
 - (viii) a copy of the IP Assignment Agreement duly executed by the Purchaser, provided in escrow to be released at Closing; and
 - (ix) such other documentation as may be requested by the Vendor or its counsel, each acting reasonably.

If any of the foregoing conditions in this Section 7.3 have not been fulfilled by the Outside Date, the Vendor may terminate this Agreement by notice in writing to the Purchaser, in which event Nyteco France and the Vendor are released from all of their respective obligations under this Agreement except for those which expressly survive termination. Notwithstanding the foregoing, the Vendor may waive compliance with any condition in whole or in part in its direction, without prejudice to its rights of termination in the event of non-fulfillment of any other condition, in whole or in part, or its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement. In the event that the Closing Date has occurred, all conditions for the benefit of the Vendor in this Article 7 which have not been fully satisfied as of the Closing Date shall be deemed to have been fully waived by the Vendor, and the Vendor shall have no further recourse against the Purchaser in respect thereof, other than in case of fraud.

7.4 Frustration of Condition

Neither the Vendor, on the one hand, nor the Purchaser, on the other hand, may rely on the failure of any condition set forth in this Article 7, as applicable, to be satisfied as a basis for not effecting the Closing if such failure was caused by such Party's failure to act in good faith or use its commercially reasonable efforts to consummate the transactions contemplated by this Agreement, as required by Section 5.2, as applicable.

ARTICLE 8 TERMINATION

8.1 Termination

This Agreement may be terminated and the transactions contemplated hereby may be abandoned, at any time prior to the Closing Date:

- (a) by the mutual written consent of the Vendor and the Purchaser;
- (b) by written notice of the Vendor or the Purchaser to the other, if the Closing shall not have occurred by the Outside Date, provided that the right to terminate this Agreement under this Section 8.1(b) shall not be available to the Party whose failure to fulfil, directly or indirectly, any obligation or covenant under this Agreement shall be the cause of the failure of the Closing to occur on or before such date and, provided further that either the Vendor or the Purchaser may extend the Outside Date by no more than thirty (30) days prior to 5:00 p.m. (Vancouver time) on the Outside Date if all conditions set out in Article 7 have been satisfied;
- (c) by written notice of the Vendor or the Purchaser to the other, if there has been a material breach of any covenant, representation or warranty made by the other under this Agreement, which breach could cause the failure of any condition precedent set forth in Article 7 applicable to such Party (other than those conditions that, by their nature, are to be satisfied by actions taken at Closing), provided that any such breach has not been cured by the Outside Date and such Party has not waived such breach in writing; and
- (d) by written notice of the Purchaser or the Vendor to the other, if any Law is made, promulgated, enforced or enacted that permanently makes the consummation of the transactions contemplated hereby illegal or otherwise prohibited or if any order of any Governmental Authority having jurisdiction over the Parties prohibiting such transactions is entered and such order shall have become final and non-appealable, provided that the right to terminate this Agreement under this Section 8.1(d) shall not be available to the Party whose failure to fulfil, directly or indirectly, any obligation or covenant under this Agreement is the primary cause of, or has resulted in, such Law or order.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1 by the Purchaser or the Vendor, written notice of such termination shall be given to the other Parties specifying the provision of Section 8.1 pursuant to which such termination is made, and this Agreement shall be terminated, be of no further force or effect and there shall be no liability or obligations hereunder on the part of the Purchaser, Nyteco France, the Vendor, or their respective officers, directors, shareholders, employees or Affiliates; provided, that (a) the provisions of Sections 5.6, 5.7, 8.2 and Article 9, shall survive any termination of this Agreement, and (b) nothing in this Section 8.2 shall relieve any Party of liability for any intentional breach of any provision of this Agreement or any liability in connection with any fraud of that Party that occurred prior to such termination relating to this Agreement.

8.3 Extension of Time

At any time prior to the Closing, the Parties may, to the extent allowed under applicable Laws, (a) extend the time for the performance of any of the obligations or other acts of the other Parties (including, for certainty, the Outside Date), (b) waive any inaccuracies in the representations and warranties made to such Party contained in this Agreement, or (c) waive compliance with any of the agreements or conditions for the benefit of such Party contained in this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 Expenses

Except as otherwise expressly provided herein, and without limiting the indemnification provisions in Article 6, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with the negotiation and settlement of this Agreement, the Transaction Documents and the completion of the transactions contemplated hereby and thereby shall be paid by the Party incurring such costs and expenses.

9.2 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. The sending of any communication to a Party's legal counsel is for information purposes only and does not constitute delivery of such communication to that Party and the failure to send a copy of any communication to a Party's legal counsel does not invalidate delivery of such communication to the Party. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.2):

If to the Vendor Group (prior to Closing)

Address: **Nyteco Inc.**
502-18 Yorkville Ave,
Toronto, ON, M4W 3Y8
Canada

Attention: Sean Davidson
Email: **[Redacted – Personal Information]**

with a copy to:

Address: **M/s CNS Juris**
Office Nos. 34, 35, 36 & 37, 2nd Floor, United
Apartments, East Street, Camp, Pune – 411001,
Maharashtra, INDIA

Attention: Hussain Nalwala
Email: **[Redacted – Personal Information]**

If to the Purchaser:

Address: **MineHub Technologies Inc.**
918 - 1030 West Georgia Street
Vancouver, BC
V6E 2Y3 Canada

Attention: Andrea Aranguren and Monika Russell
E-mail: **[Redacted – Personal Information]**

with a copy to:

Address: **Cozen O’Connor LLP**
2501 - 550 Burrard Street
Vancouver, BC V6C 2B5

Attention: Kathy Tang
Email: **[Redacted – Personal Information]**

9.3 Time is of the Essence

Time is of the essence in all respects in this Agreement.

9.4 Announcements

No Party will make any press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the Vendor and the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed); provided that any Party may make any public disclosure it believes in good faith is required by Law or any listing agreement or under any rules, regulations of applicable security commissions or any stock exchange or automated quotation system on which its or an Affiliate’s publicly-traded securities are listed, and where prior consultation with the other Parties is not practicable. To the extent any Party intends to make a public disclosure in accordance with the proviso in the previous sentence, such Party shall consult with the other Parties prior to making any such disclosure and provide the other Parties with a reasonable opportunity to provide input on such public disclosure. For certainty, the Parties agree that all press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated hereby shall be jointly planned and coordinated between the Parties.

9.5 Interpretation

For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,”

“hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders; and (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning. Unless the context otherwise requires, references herein: (i) to Articles, Sections, Disclosure Letter and Exhibits mean the Articles and Sections of, and Disclosure Letter and Exhibits attached to or delivered with, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Letter and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day. If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day. Any reference to time in this Agreement shall be in reference to the local time in Vancouver, British Columbia. In this Agreement, unless specified otherwise, each accounting term has the meaning assigned to it under IFRS.

9.6 Disclosure Letter

- (a) Notwithstanding anything to the contrary in this Agreement, each Party shall deliver the Disclosure Letter to each other concurrently with the entering into of this Agreement, and such Disclosure Letter may not be updated, supplemented or amended by any Party without the prior written consent of each other Party.
- (b) All information set out in the Disclosure Letter is identified by reference to one or more specific individual Sections of this Agreement and will be deemed to be disclosed and incorporated in respect of those Sections and any other Section of this Agreement to the extent that the relevance of such disclosure to such other Section is reasonably apparent in such disclosure. The information set out in the Disclosure Letter will not be construed to expand in any way the scope or effect of any representations and warranties, and will not be construed to constitute a new representation, warranty or covenant of the Vendor. The disclosure of any matter in the Disclosure Letter will not be construed as an admission or indication (a) that the matter is material or establishes a standard of materiality, or (b) of any obligation or liability to any Person. No disclosure in the Disclosure Letter relating to any possible breach or violation of any contract or Law will be construed as an admission or indication that any breach or violation exists or has actually occurred.

9.7 Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9.8 Severability

Each provision of this Agreement is distinct and severable. If any term or provision of this Agreement, in whole or in part, is or becomes invalid, illegal or unenforceable in any jurisdiction by any court of competent jurisdiction, such invalidity, illegality or unenforceability of that provision, in whole or in part, shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement, in whole or in

part, or any other term or provision, in whole or in part, of this Agreement or invalidate or render unenforceable such term or provision, in whole or in part, in any other jurisdiction.

9.9 Entire Agreement

This Agreement, the Disclosure Letter and the other Transaction Documents constitute the sole and entire agreements of the Parties to this Agreement, and there are no representations, warranties or other agreement between the Parties, express or implied, with respect to the subject matter contained herein and therein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement, the Disclosure Letter and those in the other Transaction Documents. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Schedules and Disclosure Letter (other than an exception expressly set forth as such in the Disclosure Letter), the statements in the body of this Agreement will govern, take priority and supersede any inconsistent statement made in the other Transaction Documents, the Schedules and Disclosure Letter.

9.10 Further Assurances

Each of the Parties shall, and shall cause their respective Affiliates to, at the request of the other Party, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions and provide any further assurances, undertakings and information as may be reasonably required to carry out the provisions hereof and give effect to this Agreement and the transactions contemplated hereby.

9.11 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent can be withheld in the other Party's sole discretion; provided that, the Purchaser may, without the prior written consent of, but with prior written notice to, the Vendor and Nyteco France, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries, and provided further that the Purchaser shall remain liable for all of its obligations hereunder. No assignment shall relieve the assigning Party of any of its obligations hereunder. For greater certainty, the Vendor may not assign, transfer, sell or dispose of their rights to receive the Earn-Out or any interest therein to any Person.

9.12 No Third Party Beneficiaries

Except as otherwise provided for in Article 6, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.13 Amendment and Modification; Waiver

This Agreement may only be amended, supplemented or otherwise modified by an agreement in writing signed by the Purchaser, Nyteco France and the Vendor. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver, nor does any waiver constitute a continuing waiver unless expressly provided. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of

any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.14 Governing Law; Forum

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). Subject to the arbitration provisions mentioned in Section 6.13, the Parties hereby irrevocably and unconditionally submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter, whether at law or in equity, relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction). Notwithstanding the foregoing, nothing contained in this Section 9.14 shall limit the right of the Parties to bring enforcement proceedings in another jurisdiction, including France, in connection with a Canadian judgment.

9.15 Equitable Remedies and Specific Performance

The Parties agree and acknowledge that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or otherwise breached and that such breach may not be adequately compensable in damages. Accordingly, the Parties agree that each aggrieved Party shall be entitled to an injunction relief or specific performance of the terms hereof, upon application to a court of competent jurisdiction without proof of actual damage (without the requirement of positing bond or other security) in addition to any other remedy to which they are entitled at law or in equity, and the other Party hereto will not take any action, directly or indirectly, in opposition to the aggrieved Party seeking relief on the grounds that any other remedy or relief is available at law or in equity.

9.16 Payment and Currency

Any money to be advanced, paid or tendered by any Party under this Agreement must be advanced, paid by wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless as otherwise specifically referenced, the word “dollar”, the “\$” sign and all monetary amounts set out in this Agreement are stated in and references to United States dollars, and all amounts to be advanced, paid, tendered or calculated under this agreement are to be advanced, paid, tendered or calculated in United States dollars.

9.17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement and any counterparty of it may be signed by manual, digital or other electronic signature and a signed copy of this Agreement delivered by email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement, and that execution, deliver and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

PURCHASER

MINEHUB TECHNOLOGIES INC.

“Andrea Aranguren”

Name: Andrea Aranguren

Title: Director and Chief Executive Officer

VENDOR GROUP

NYTECO INC.

“Sean Davidson”

Name: Sean Davidson

Title: Director and Chief Executive Officer

NYTECO FRANCE SASU
by NYTECO INC., President

“Sean Davidson”

Name: Sean Davidson

Title: Director and CEO of Nyteco Inc.

GUARANTORS

SIGNED by **SEAN DAVIDSON** in the presence of:)
)
 “Pranjali Mardhekar”)
 _____)
 Witness Signature)
 _____)
 Name: Pranjali Mardhekar

“Sean Davidson”

 SEAN DAVIDSON

SIGNED by **ARANAUD BOUCHERON** in the presence of:)
)
 “Sean Davidson”)
 _____)
 Witness Signature)
 _____)
 Name: Sean Davidson

“Arnaud Boucheron”

 ARANAUD BOUCHERON

SIGNED by **JEAN-PHILIPPE BOUL** in the presence of:)
)
 “Sean Davidson”)
 _____)
 Witness Signature)
 _____)
 Name: Sean Davidson

“Jean-Philippe Boul”

 JEAN-PHILIPPE BOUL

SIGNED by **RÉDA BOUMAHDİ** in the presence of:)
)
 “Sean Davidson”)
 _____)
 Witness Signature)
 _____)
 Name: Sean Davidson

“Reda Bouhmahdi”

 RÉDA BOUMAHDİ

SCHEDULE A
SAMPLE EARN-OUT CALCULATION

Please see attached.

ILLUSTRATIVE EARNOUT CALCULATION

		Year 1	Year 2	Year 3
<u>EO Calculation</u>				
Illustrative EO Revenue	US\$M	\$1.0	\$2.0	\$3.5
Aggregate EO Revenue	US\$M	\$1.0	\$3.0	\$6.5
% of Revenue Target		20%	60%	100%
EO Calculation	US\$M	\$3.6	\$10.9	\$18.1
EO Payment	US\$M	\$3.6	\$7.2	\$7.2

SCHEDULE B
ACCOUNTING PRINCIPLES AND
ILLUSTRATIVE WORKING CAPITAL STATEMENT CALCULATION

Please see attached.

Illustrative Working Capital Calculation

USD

Cash	A	-
Accounts receivable	B	151,000
Prepays	C	-
<hr/>		
Current assets	A+B+C	151,000
<hr/>		
Accounts payable and accrued liabilities	D	550,864
<hr/>		
Current liabilities	E	550,864
<hr/>		
Working capital	A+B+C- E	(399,864)

SCHEDULE C

ADDITIONAL PURCHASER REPRESENTATIONS AND WARRANTIES

Please see attached.

Additional Representations and Warranties of the Purchaser

In addition to such representations and warranties of the Purchaser made to the Vendor under Article 4 of the Agreement to which this Schedule C is attached, the Purchaser makes the following representations and warranties as at the Effective Date and acknowledges that the Vendor is relying on such representations and warranties in entering into the Agreement, selling the Purchased Assets, receiving the Consideration Shares and in otherwise completing the transactions contemplated by the Agreement:

1. **Definitions.** When used in this Schedule C only, the Parties agree that the following terms have the following meanings, respectively:

“**Applicable Laws**” means all applicable laws, rules, regulations, statutes, ordinances, codes, orders, consents, decrees, judgments, decisions, rulings, or awards, including any judicial or administrative interpretation thereof, of any Governmental Authority;

“**Business Assets**” means all material tangible and intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used, including all real property, fixed assets, facilities, equipment, inventories and accounts receivable, by the Purchaser and the Material Subsidiaries in connection with the Purchaser Business;

“**Business Data**” means all data and personal information accessed, processed, collected, stored or disseminated by the Purchaser or any Material Subsidiary, including any Personally Identifiable Information;

“**Canadian Securities Laws**” means, collectively, all applicable securities laws of each of the Provinces of British Columbia, Alberta and Ontario and the respective rules, regulations, blanket orders and rulings under such laws together with applicable published policies, policy statements, instruments, notices and orders of the securities regulatory authorities in the applicable jurisdictions in Canada, including the Exchange Policies;

“**Data Protection Laws and Standards**” has the meaning set forth in Section 36 of this Schedule C;

“**Debt Instrument**” means any and all loans, bonds, notes, debentures, indentures, promissory notes, mortgages, guarantees or other instruments evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Purchaser or a Material Subsidiary are a party or to which their property or assets are otherwise bound;

“**Employee Plans**” has the meaning set forth in Section 33 of this Schedule C;

“**Liens**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use, or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets;

“**Material Agreement**” means any contract, commitment, agreement (written or oral), instrument, lease or other document, including licences, sub-licences, supply agreements, manufacturing agreements, distribution agreements, sales agreements, or any other similar type of agreements, to which the Purchaser or any Material Subsidiary is a party or to which their Business Assets are otherwise bound, and which is material to the Purchaser and the Material Subsidiaries on a consolidated basis;

“**Material Subsidiaries**” means CMDTY UK Ltd. and MineHub (USA) Inc., and “**Material Subsidiary**” means any one of them;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Permitted Encumbrances**” means: (i) any validly perfected security interest given by the Purchaser or its Material Subsidiaries in respect of any indebtedness; (ii) any other security given by the Purchaser or its Material Subsidiaries in connection with the operation of the Purchaser Business in the ordinary course of business; (iii) liens against the Purchaser or the Material Subsidiaries, or their assets, for Taxes, assessments or governmental charges or levies not due and delinquent; (iv) undetermined or inchoate liens and charges incidental to the current operations of the Purchaser and its Material Subsidiaries which have not been filed pursuant to law or which relate to obligations not due or delinquent; (v) restrictions on transfer pursuant to Applicable Laws or the constating/ constitutional documents of the entity, including any shareholders agreements; (vi) Liens that arise in the ordinary course of business and do not materially impair the Purchaser’s or its Material Subsidiaries’ ownership or use of such property or assets; and (vii) except as disclosed to the Vendor in writing;

“**Personally Identifiable Information**” means any information relating to an identified or identifiable natural person (including any information protected under Data Protection Laws and Standards, such as name, postal address, email address, telephone number, date of birth, social security number (or its equivalent), driver’s license number, account number, credit or debit card number or identification number);

“**Public Disclosure Record**” means collectively, all of the documents which have been filed on SEDAR+ www.sedarplus.ca as at the date hereof since June 1, 2024 by or on behalf of the Purchaser with the applicable securities regulatory authorities in Canada pursuant to the requirements of Canadian Securities Laws;

“**Purchaser Business**” means the provision of enterprise-grade digital solutions that connect buyers, sellers and financiers within physical commodities supply chains in a digitally integrated workflow powered by data and analytics that is useable, shareable, verifiable and unforgeable;

“**Purchaser Financial Statements**” means, together, the audited consolidated financial statements of the Purchaser for the year ended January 31, 2025, together with the notes thereto and the auditors’ report thereon, and the unaudited consolidated interim financial statements of the Purchaser for the three months ended April 30, 2025, together with the notes thereto;

“**Purchaser Leased Premises**” has the meaning set forth in Section 17 of this Schedule C;

“**Purchaser Material Adverse Effect**” means any event, change, or state of being that has had or is reasonably likely to have a significant and adverse effect on the business, affairs, capital, operation, properties, permits, assets, liabilities (absolute, accrued, contingent or otherwise) or condition (financial or otherwise) of the Purchaser and its Material Subsidiaries considered on a consolidated basis except to the extent that any such change, event, violation, inaccuracy, circumstance or effect is a result of or arose in connection with: (a) any change in regulatory accounting requirements applicable to public companies in Canada; (b) any change in (i) global, national or regional political conditions (including the outbreak of war or acts of terrorism); (ii) general economic, business, regulatory or market conditions, including tariff regimes or trade wars; (iii) global or national financial or capital markets; or (c) any natural disaster, and which, in each case, does not have a materially disproportionate effect on the Purchaser and its Material Subsidiaries, taken as a whole;

“**Purchaser Owned IP**” means the material Intellectual Property that has been developed by the Purchaser or its Material Subsidiaries, or that is being used, by the Purchaser or its Material Subsidiaries, other than the Purchaser Licensed IP;

“**Purchaser Licensed IP**” means the Intellectual Property owned by any person other than the Purchaser or its Material Subsidiaries and which the Purchaser or its Material Subsidiaries licenses or uses;

“**Registered IP**” means all the Purchaser Owned IP that is the subject of registration for Intellectual Property or an application for such registration;

“**Repayment Event**” means any event or condition which gives the holder of any Debt Instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a material portion of such indebtedness by the Purchaser or the Material Subsidiaries;

“**Securities Act**” means the *Securities Act* (British Columbia) in effect on the date hereof; and

“**Systems**” has the meaning set forth in Section 24 of this Schedule C.

The Parties further agree and acknowledge that all other capitalized terms used but not defined in this Schedule C shall have the meaning ascribed thereto in the Agreement.

2. **Good Standing of the Purchaser.** The Purchaser (i) is a corporation existing under the Laws of British Columbia and is and will at the Closing Time be current and up-to-date with all material filings required to be made and in good standing under the *Business Corporations Act* (British Columbia), (ii) has all requisite corporate power and capacity to own, lease and operate its properties and assets, including its Business Assets, and to conduct its business as now carried on by it.
3. **Good Standing of Material Subsidiaries.** Each of the Material Subsidiaries is formed, organized and existing under the laws of its jurisdiction, is current and up-to-date with all material filings required to be made and has all requisite corporate power and capacity to own, lease and operate its properties and assets, including its Business Assets, and to conduct its business as is now carried on by it and is duly qualified to transact business and is in good standing in each jurisdiction in which failure to so qualify would have a Purchaser Material Adverse Effect. All of the issued and outstanding shares in the capital of the Material Subsidiaries have been duly authorized, validly issued and are fully paid. Except for Permitted Encumbrances, all of the issued and outstanding shares in the capital of the Material Subsidiaries owned by the Purchaser are owned free and clear of any Liens, and none of the outstanding securities of the Material Subsidiaries were issued in violation of the pre-emptive or similar rights of any security holder of the Material Subsidiaries. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Purchaser to sell, transfer or otherwise dispose of any securities of the Material Subsidiaries.
4. **No Proceedings for Dissolution.** No act or proceeding has been taken by or against the Purchaser or the Material Subsidiaries in connection with their liquidation, winding-up or bankruptcy, or, to its knowledge, are pending.
5. **Registrar and Transfer Agent.** Odyssey Trust Company at its principal office in Vancouver, British Columbia has been duly appointed as transfer agent and registrar for the Common Shares.
6. **Absence of Rights.** As of the date hereof, except as set out in the Public Disclosure Record or as contemplated in the Agreement, no person has any existing right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued shares of the Purchaser or any other agreement or option, for the issue or allotment of any unissued shares of the Purchaser or any other security convertible into or exchangeable for any such shares or to require the Purchaser to purchase, redeem or otherwise acquire any of the issued and outstanding shares of the Purchaser, and the Consideration

Shares (and EO Shares and WC Shares, if any), upon issuance, will not be issued in violation of any pre-emptive rights or contractual rights to purchase securities issued by the Purchaser and will not be subject to any pre-emptive rights or contractual rights to purchase securities issued by the Purchaser.

7. **Continuous Disclosure**. Since July 31, 2024, the Purchaser is in compliance in all material respects with its timely and continuous disclosure obligations under Canadian Securities Laws and, without limiting the generality of the foregoing, there has been no material fact or material change relating to the Purchaser which has not been publicly disclosed and, except as may have been corrected by subsequent disclosure, the information and statements in the Public Disclosure Record were true and correct in all material respects as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations as of the date of such statements and no material facts have been omitted therefrom as of the date of such statements which would make such information materially misleading, and the Purchaser has not filed any confidential material change reports which remain confidential as at the date hereof.
8. **Forward-Looking Information**. With respect to material forward-looking information (as that term is defined under Canadian Securities Laws) contained in the Purchaser's Public Disclosure Record the Purchaser had a reasonable basis for the material forward-looking information at the time disclosed.
9. **Financial Statements**. The Purchaser Financial Statements:
 - (a) present fairly, in all material respects, the financial position of the Purchaser on a consolidated basis and the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Purchaser on a consolidated basis for the periods specified in such Purchaser Financial Statements;
 - (b) have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved; and
 - (c) do not contain any misrepresentations, with respect to the periods covered by the Purchaser Financial Statements.
10. **Off-Balance Sheet Transactions**. There are no material off-balance sheet transactions, arrangements, obligations or liabilities of the Purchaser or its Material Subsidiaries whether direct, indirect, absolute, contingent or otherwise.
11. **Accounting Policies**. There has been no change in accounting policies or practices of the Purchaser or its Material Subsidiary since July 31, 2024, other than as disclosed in the Purchaser Financial Statements.
12. **Liabilities**. Neither the Purchaser nor the Material Subsidiaries have any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Purchaser Financial Statements, other than liabilities, obligations, or indebtedness or commitments: (i) incurred in the Ordinary Course of business; (ii) disclosed in the Public Disclosure Record; or (iii) which would not, individually or in the aggregate, have a Purchaser Material Adverse Effect.
13. **Independent Auditors**. To the Knowledge of the Purchaser, the Purchaser's current auditors are independent with respect to the Purchaser within the meaning of the rules of professional conduct applicable to auditors in Canada and there has never been a "reportable event" (within the meaning of NI 51-102) with the current, or to the Knowledge of the Purchaser any predecessor, auditors of the Purchaser during the last three (3) years.

14. **Accounting Controls.** The Purchaser maintains, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in Canada or IFRS, as applicable, and to maintain asset accountability, (iii) access to monies and investments is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
15. **Purchases and Sales.** Except as disclosed in the Public Disclosure Record, neither the Purchaser nor any of the Material Subsidiaries have approved, has entered into any currently existing agreement in respect of, or has any knowledge, as the case may be, of:
- (a) the purchase of any Business Assets or any interest therein, or the sale, transfer or other disposition of any Business Assets or any interest therein currently owned, directly or indirectly, by the Purchaser or any Material Subsidiary whether by asset sale, transfer of shares, or otherwise, except where such sale, transfer or other disposition would not, on a consolidated basis, be material to the Purchaser;
 - (b) a transaction which would result in the Change of Control (by sale or transfer of Common Shares or sale of all or substantially all of the assets of the Purchaser or any Material Subsidiary or otherwise) of the Purchaser or any Material Subsidiary; or
 - (c) a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares or shares of the Material Subsidiaries.
16. **Title to Business Assets.** The Purchaser and the Material Subsidiaries have good, valid and marketable title to and have all necessary rights in respect of all of their Business Assets as owned, leased, licensed, loaned, operated or used by them or over which they have rights, free and clear of Liens, except for Permitted Encumbrances, and no other rights or Business Assets are necessary for the conduct of the Purchaser Business in materially the same manner as currently conducted. The Purchaser knows of no claim or basis for any claim that would reasonably be likely to result in a Purchaser Material Adverse Effect on the rights of the Purchaser or the Material Subsidiaries to use, transfer, lease, licence, operate, sell or otherwise exploit such Business Assets and neither the Purchaser nor any Material Subsidiary has any obligation to pay any commission, licence fee or similar payment to any person in respect thereof and there are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any person to acquire any of the rights, title or interests in such Business Assets.
17. **Leased Premises.** Except as disclosed in the Public Disclosure Record, with respect to each of the premises of the Purchaser or its Material Subsidiaries which are material to the Purchaser and the Material Subsidiaries, taken as a whole, and which the Purchaser or any of the Material Subsidiaries occupies as tenant (collectively, the "**Purchaser Leased Premises**"), the Purchaser or the Material Subsidiaries, as applicable, occupy the Purchaser Leased Premises and have the exclusive right to occupy and use the Purchaser Leased Premises, and each of the leases pursuant to which the Purchaser and/or the Material Subsidiaries occupies the Purchaser Leased Premises is in good standing and in full force and effect.
18. **Real Property.** Neither the Purchaser nor any of the Material Subsidiaries owns any real property.
19. **Compliance with Laws.** The Purchaser and each of the Material Subsidiaries has conducted and is conducting its business in compliance, in all material respects, with all Applicable Laws, rules and regulations of each jurisdiction in which it carries on business, and neither the Purchaser nor

any of its Material Subsidiaries has received any notice of any alleged violation of any such laws, rules and regulations that, to the Purchaser's Knowledge and belief, would constitute a Purchaser Material Adverse Effect. To the Purchaser's Knowledge and belief, the Purchaser is not aware of any legislation or proposed legislation, where the Purchaser or a Material Subsidiary is operating, which they anticipate will have a Purchaser Material Adverse Effect.

20. **Permits**. The Purchaser and each of the Material Subsidiaries possesses such Permits necessary to conduct the business now operated by them and all such Permits are valid and existing and in good standing; each of the Purchaser and its Material Subsidiaries is in compliance, in all material respects, with the terms and conditions of all such Permits.
21. **Environmental Compliance**. (i) Neither the Purchaser nor any Material Subsidiary is in material violation of any applicable Environmental Law, including laws relating to the processing, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substance; (ii) the Purchaser and the Material Subsidiaries have obtained all material Environmental Permits necessary as at the date hereof for the operation of the Purchaser Business and each Environmental Permit is to the Knowledge of the Purchaser valid, subsisting and in material good standing and to the Knowledge of the Purchaser neither the Purchaser nor any Material Subsidiary is in default or breach of any Environmental Permit which would have a Purchaser Material Adverse Effect, and no proceeding is pending or, to the Knowledge of the Purchaser or the Material Subsidiaries, threatened, to revoke or limit any Environmental Permit; (iii) neither the Purchaser nor any Material Subsidiary has used any property or facility of the Purchaser (except in compliance with all Environmental Laws and Environmental Permits, and other than as may be incidental to any property or facility which it owns or leases or previously owned or leased) to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance in a manner that could, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect; (iv) neither the Purchaser nor any Material Subsidiary has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law that would have a Purchaser Material Adverse Effect; (v) to the Knowledge of the Purchaser there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Purchaser or the Material Subsidiaries, nor has the Purchaser or any Material Subsidiary received notice of any of the same; (vi) neither the Purchaser nor any Material Subsidiary has received any notice wherein it is alleged or stated that the Purchaser or the Material Subsidiary is potentially responsible for a federal, provincial, territorial, state, municipal or local clean-up site or corrective action under any Environmental Laws; and (vii) neither the Purchaser nor any Material Subsidiary has received any request for information in connection with any federal, provincial, territorial, state, municipal or local inquiries as to disposal sites.
22. **Business Relationships**. All Material Agreements with third parties in connection with the Purchaser Business have been entered into and are being performed by the Purchaser and the Material Subsidiaries and, to the Knowledge of the Purchaser, by all other third parties thereto, in compliance with their terms in all material respects. There exists no actual or, to the Knowledge of the Purchaser, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Purchaser or the Material Subsidiaries, with any material supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of the Purchaser or the Material Subsidiaries are individually or in the aggregate material to the assets, business, properties, operations or financial condition of the Purchaser or the Material Subsidiaries. Other than as disclosed in writing to the Vendor, all such business relationships are intact and mutually cooperative in all material respects, and there exists no condition or state of fact or circumstances that would prevent the Purchaser or the Material Subsidiaries from

conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted.

23. **Intellectual Property.**

- (a) The Purchaser and its Material Subsidiaries own, possess or can acquire on commercially reasonable terms sufficient legal rights to all the Purchaser Owned IP used for the conduct of their businesses as currently carried on without, to the Knowledge of the Purchaser, any conflict with, or infringement of, the rights of others.
- (b) Neither the Purchaser nor any Material Subsidiary has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any the Purchaser Owned IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the Knowledge of the Purchaser, is there a reasonable basis for any claim that any person other than the Purchaser or its Material Subsidiaries has any claim of legal or beneficial ownership or other claim or interest in any the Purchaser Owned IP.
- (c) All applications for registration of any Registered IP that is material to the Purchaser Business are in good standing, stand in the name of the Purchaser or any of the Material Subsidiaries and have been filed in a timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, the Purchaser confirms that all right, title and interest in and to the invention(s) disclosed in such application have been assigned in writing (without any express right to revoke such assignment) to the Purchaser or any of the Material Subsidiaries, and the Purchaser has prosecuted, and is prosecuting, such applications diligently. Other than as disclosed in the Public Disclosure Record, to the Knowledge of the Purchaser, there has been no public disclosure, sale or offer for sale of any of the Purchaser Owned IP anywhere in the world that may prevent the valid issue of all available Intellectual Property rights in such Purchaser Owned IP. All material prior art or other information has been disclosed to the appropriate offices as required according to the local laws in the jurisdictions where the applications are pending.
- (d) All registrations of Registered IP that is material to the Purchaser Business are in good standing and are recorded in the name of the Purchaser or a Material Subsidiary in the appropriate offices to preserve the rights thereto, and all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Registered IP that is material to the Purchaser Business has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment, cancellation, expungement or lapse would not result in a Purchaser Material Adverse Effect.
- (e) To the Knowledge of the Purchaser, the conduct of the business of the Purchaser and its Material Subsidiaries has not infringed, violated, or misappropriated the Intellectual Property right of any Person.
- (f) Neither the Purchaser nor any Material Subsidiary is a party to any action or proceeding, nor, to the Purchaser's Knowledge, has any action or proceeding been threatened that alleges that any current conduct of its business has infringed, violated or misappropriated any Intellectual Property rights of any person.
- (g) To the Knowledge of the Purchaser, no Person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Purchaser or any Material Subsidiary in or to any the Purchaser Owned IP.

- (h) The Purchaser or the Material Subsidiaries have entered into valid and enforceable written agreements pursuant to which the Purchaser or the Material Subsidiaries have been granted all licenses and permissions to use, reproduce, sub license, sell, modify, update, enhance or otherwise exploit the Purchaser Licensed IP to the extent required to operate all aspects of the business of the Purchaser currently conducted (including, if required, the right to incorporate such the Purchaser Licensed IP into the Purchaser Owned IP) except for which would not result in a Purchaser Material Adverse Effect. All license agreements in respect to the Purchaser Licensed IP are in full force and effect and neither the Purchaser nor its Material Subsidiaries, nor, to the Knowledge of the Purchaser, any other person, is in default of its obligations thereunder except for any default which would not result in a Purchaser Material Adverse Effect.
 - (i) To the extent that any the Purchaser Owned IP is licensed or disclosed to any person or any person has access to such the Purchaser Owned IP (including any employee, officer, shareholder or consultant of the Purchaser), the Purchaser has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such the Purchaser Owned IP by such person. All such agreements are in full force and effect and neither the Purchaser nor any of its Material Subsidiaries, nor, to the Knowledge of the Purchaser, any other person, is in default of its obligations thereunder.
- 24. **Systems.** In respect of both the material Hardware and material Software components of the information management and computer systems (collectively, the “**Systems**”) of the Purchaser and each of the Material Subsidiaries: (i) the Systems have been maintained and supported in accordance with commercially reasonable industry practices; (ii) where determined necessary by the Purchaser, acting reasonably, there is a commercially reasonable disaster recovery plan in place in respect of such Systems; (iii) commercially reasonable controls are in place to control access and security to such Systems and there are appropriate firewalls and virus protection programs in place; and (iv) all software being used is supported by valid licences and all licences in respect of such software are in good standing in all material respects and, to the Knowledge of the Purchaser or the Material Subsidiaries, not in default in any respect.
- 25. **Insurance.** The Purchaser and the Material Subsidiaries maintain insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their Business Assets in such amounts that are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Purchaser, the Material Subsidiaries, and their respective directors, officers and employees, and the Business Assets, are in good standing and in full force and effect in all respects, and not in default. Each of the Purchaser and the Material Subsidiaries is in compliance with the terms of such policies and instruments in all material respects and there are no claims by the Purchaser or the Material Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Purchaser has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue the Purchaser Business at a cost that would not have a Purchaser Material Adverse Effect, and neither the Purchaser nor the Material Subsidiaries have failed to promptly give any notice of any claim thereunder.
- 26. **Material Agreements and Debt Instruments.** Each Material Agreement and material Debt Instrument is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Purchaser and the Material Subsidiaries have, in all

material respects, performed all obligations in a timely manner under, and are in compliance, in all material respects, with all terms and conditions (including any financial covenants) contained in each Material Agreement and Debt Instrument. Neither the Purchaser nor the Material Subsidiaries are in material breach, violation or default nor has it received any notification from any party claiming that the Purchaser or such Material Subsidiary is in material breach, violation or default under any Material Agreement or material Debt Instrument and no other party, to the Knowledge of the Purchaser, is in material breach, violation or default of any term under any Material Agreement or material Debt Instrument.

27. **No Material Changes.** Since July 31, 2024, except as disclosed in the Purchaser Financial Statements or the Public Disclosure Record, or as contemplated in the Agreement, (i) there has been no material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise) business, condition (financial or otherwise), properties, capital or results of operations of the Purchaser and the Material Subsidiaries considered as one enterprise, and (ii) there have been no transactions entered into by the Purchaser or the Material Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Purchaser and the Material Subsidiaries considered as one enterprise.
28. **Absence of Proceedings.** There is no Action, suit, proceeding, inquiry or investigation before or brought by any Governmental Authority, domestic or foreign, now pending or, to the Knowledge of the Purchaser, threatened against or affecting the Purchaser, any Material Subsidiary or the Business Assets which would have a Purchaser Material Adverse Effect, or would materially and adversely affect the consummation of the transactions contemplated in the Transaction Documents or the performance by the Purchaser of its obligations hereunder or would challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. The aggregate of all pending legal or governmental proceedings to which the Purchaser or the Material Subsidiaries is a party or of which any of their respective property or assets is subject would not reasonably be expected to result in a Purchaser Material Adverse Effect.
29. **Absence of Defaults and Conflicts.** Neither the Purchaser nor any of the Material Subsidiaries is in material violation, default or breach of, and the execution, delivery and performance of the Transaction Documents and the consummation of the transactions and compliance by the Purchaser with its obligations thereunder, each of the issue and delivery of the Consideration Shares (and EO Shares and WC Shares, if any) in accordance with their respective terms does not and will not, whether with or without the giving of notice or passage of time or both, result in a material violation, default or breach of, or conflict with, or result in (i) a Repayment Event or the creation or imposition of any Lien (other than a Permitted Encumbrance) upon any property or assets of the Purchaser, including the Business Assets, or the Material Subsidiaries under the terms or provisions of any Material Agreements or material Debt Instruments, (ii) the articles, bylaws or resolutions of the directors or shareholders of the Purchaser which are in effect as at the date hereof, (iii) any existing Applicable Laws, or (iv) any judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Purchaser, or the Material Subsidiaries or any of their assets, properties or operations.
30. **Employment.** (i) The Purchaser and each of the Material Subsidiaries is in compliance, in all material respects, with the provisions of all applicable federal, provincial, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, and (ii) no union has been accredited or otherwise designated to represent any employees of the Purchaser or any Material Subsidiary and, to the Knowledge of the Purchaser, no accreditation request or other representation question is pending with respect to the employees of the Purchaser or any Material Subsidiary and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the

Purchaser or Material Subsidiary's facilities and none is currently being negotiated by the Purchaser or any Material Subsidiary.

31. **Labour Matters.** No material work stoppage, strike, lock-out, labour disruption, dispute, grievance, arbitration, proceeding or other conflict with the employees of the Purchaser or the Material Subsidiaries currently exists or, to the Knowledge of the Purchaser, is threatened, imminent or pending. Neither the Purchaser nor any Material Subsidiary is party to any collective bargaining agreements with unionized employees.
32. **Employment Standards.** There are no material complaints against the Purchaser or the Material Subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor to the Knowledge of the Purchaser, any complaints or any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would be material to the Purchaser. There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation, which place any material obligation upon the Purchaser or the Material Subsidiaries to do or refrain from doing any act. The Purchaser and Material Subsidiaries are currently in compliance with all Occupational Health and Safety Acts applicable to it, respectively, including payment in full of all amounts owing thereunder except for any non-compliance which would not result in a Purchaser Material Adverse Effect, and there are no pending claims or outstanding orders of a material nature against either of them under applicable Occupational Health and Safety Acts or similar legislation nor has any event occurred which to the Knowledge of the Purchaser may give rise to any such material claim.
33. **Employee Plans.** Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Purchaser for the benefit of any current or former director, officer, employee or consultant of the Purchaser (the "**Employee Plans**") has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans.
34. **Taxes.** All Tax Returns, reports, elections, remittances and payments of the Purchaser and the Material Subsidiaries required by Applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be) and are true, complete and correct in all respects except where the failure to make such return, report, election, remittance or payment would not constitute a Purchaser Material Adverse Effect on the Purchaser and the Material Subsidiaries taken as a whole. All Taxes of the Purchaser and of the Material Subsidiaries have been paid or accrued in the Purchaser Financial Statements, except as any extension may have been requested or granted and in any case in which the failure to pay or accrue such Taxes would not result in a Purchaser Material Adverse Effect. To the Knowledge of the Purchaser, there are no examinations of any Tax Return of the Purchaser or the Material Subsidiaries currently in progress. To the Knowledge of the Purchaser, there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Purchaser or the Material Subsidiaries.
35. **Litigation.** There is no litigation or governmental or other proceeding or investigation at law or in equity before any Governmental Authority, domestic or foreign, in progress, pending or, to the Purchaser's Knowledge, threatened (and the Purchaser does not know of any basis therefor) against, or involving the assets, properties or business of, the Purchaser or its Material Subsidiaries, nor are there any matters under discussion with any Governmental Authority relating to governmental charges, orders or assessments asserted by any such authority and to the

Purchaser's Knowledge there are no facts or circumstances which would reasonably be expected to form the basis for any such litigation, governmental or other proceeding or investigation, governmental charges, orders or assessments that will have the Purchaser Material Adverse Effect.

36. **Privacy**. The Purchaser and each of the Material Subsidiaries' use or handling of Personally Identifiable Information does not violate any Applicable Law in Canada, including, (i) any laws relating to the collection and/or protection of Personally Identifiable Information (including the *Personal Information Protection and Electronic Documents Act*), and (ii) binding guidance issued by a Governmental Authority in Canada that pertains to the Applicable Laws outlined in clause (i) (collectively, "**Data Protection Laws and Standards**") in a manner that would have a Purchaser Material Adverse Effect. The Purchaser and each of the Material Subsidiaries have provided adequate notice and obtained any necessary consents required for the collection, processing, recording, organization, storage, use, disclosure and dissemination of Personally Identifiable Information under and in compliance with Data Protection Laws and Standards except for any non-compliance which would not result in a Purchaser Material Adverse Effect. Neither the Purchaser nor any of the Material Subsidiaries has received any written notice from a Governmental Authority in Canada that the Purchaser or the Material Subsidiaries are or may be in violation of any Data Protection Laws and Standards. Neither the Purchaser nor any of the Material Subsidiaries has disclosed any Business Data in material breach of any Material Agreement. The Purchaser and the Material Subsidiaries have implemented commercially reasonable technical, physical and organizational measures and taken commercially reasonable steps designed to secure their websites and Personally Identifiable Information from unauthorized access or unauthorized use by any person in accordance with Data Protection Laws and Standards. To the Knowledge of the Purchaser, there has been no unauthorized or illegal access, use or disclosure of any Personally Identifiable Information. The consummation of the transactions contemplated by this Agreement will not result in a violation of : (i) Data Protection Laws and Standards; (ii) Material Agreements to which the Purchaser is a party relating to privacy, data security or breach notification; or (iii) the Purchaser's own privacy policies.
37. **Anti-Bribery Laws**. Neither the Purchaser nor any Material Subsidiary nor to the Knowledge of the Purchaser, any director, officer or employee of the foregoing, as such are violating, or has (i) violated any Anti-Corruption Laws applicable to the Purchaser and its Material Subsidiaries. Neither the Purchaser nor the Material Subsidiaries nor to the Knowledge of the Purchaser, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Purchaser, a Material Subsidiary or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing Anti-Corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.
38. **No Significant Acquisitions**. The Purchaser has not made any significant acquisition as such term is defined in Part 8 of NI 51-102 in the current financial year or prior financial years and for which a business acquisition report has not been filed under NI 51-102.
39. **No Loans**. Except as disclosed in the Purchaser Financial Statements or the Public Disclosure Record, neither the Purchaser nor any Material Subsidiary has any outstanding material loans to or has any outstanding guarantees of any material obligations of any other person, other than to or of the Purchaser or any Material Subsidiary.
40. **Directors and Officers**. To the Knowledge of the Purchaser, none of the directors or officers of

the Purchaser are now, or have 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 a particular stock exchange.

41. **Audit Committee.** The responsibilities and composition of the Purchaser's audit committee comply with National Instrument 52-110 – *Audit Committees*.
42. **Minute Books and Records.** The minute books and records of the Purchaser and the Material Subsidiaries made available to the Vendor's Counsel in connection with their due diligence investigation of the Purchaser for the periods requested to the date hereof are all of the minute books and material records of the Purchaser and the Material Subsidiaries and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Purchaser and the Material Subsidiaries, as the case may be, to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Purchaser and the Material Subsidiaries to the date hereof not reflected in such minute books and other records, other than those which are not material in the context of the Purchaser and the Material Subsidiaries. None of the resolutions passed by the directors of the Purchaser or any committees of the board of directors of the Purchaser restrict, prohibit or qualify the transactions contemplated under this Agreement, in any manner whatsoever, except in accordance with the restrictions, prohibitions or qualifications set forth in this Agreement.
43. **Due Diligence.** To the Knowledge of the Purchaser, all documents and information delivered and provided by or on behalf of the Purchaser to the Vendor as a part of their due diligence in connection with the Transaction Documents were complete and accurate in all material respects as of the time such documents and information was given and such information and documents, taken as a whole, have not omitted any fact or information necessary to make such information and documents not materially misleading in light of the circumstances in which it was given.
44. **No Dividends.** Except as disclosed in the Public Disclosure Record, the Purchaser has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its Common Shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Common Shares or securities or agreed to do any of the foregoing. Except as disclosed in the Public Disclosure Record, there are no restrictions upon or impediment to, the declaration or payment of dividends by the directors of the Purchaser or the payment of dividends by the Purchaser in the constating/ constitutional documents or in any Material Agreements or Debt Instruments.
45. **Related Parties.** Except as disclosed in the Public Disclosure Record, to the Knowledge of the Purchaser, none of the directors, officers or employees of the Purchaser, any known holder of more than 10% of any class of securities of the Purchaser or securities of any person exchangeable for more than 10% of any class of securities of the Purchaser, or any known associate or affiliate of any of the foregoing persons or companies (as such terms are defined in the Securities Act), has had any material interest, direct or indirect, in any material transaction within the previous two years or in any proposed material transaction which, as the case may be, materially affected or is reasonably expected to materially affect the Purchaser and any Material Subsidiary, on a consolidated basis. Furthermore, to the Knowledge of the Purchaser, none of the directors, officers or employees of the Purchaser, any known holder of more than 10% of any class of securities of the Purchaser or securities of any Person exchangeable for more than 10% of any class of securities of the Purchaser, or any known associate (as such terms are defined in the Securities Act) or Affiliate of any of the foregoing Persons, has any material interest, direct or indirect, in the transactions contemplated under this Agreement or is reasonably expected to materially affect

the transactions contemplated under this Agreement.

46. **Anti-Money Laundering.** The operations of the Purchaser and the Material Subsidiaries (or to the Knowledge of the Purchaser, any related party thereof) are and have been conducted at all times in compliance with the Anti-Money Laundering Laws applicable to it, respectively, and no Action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Purchaser and the Material Subsidiaries (or, to the Knowledge of the Purchaser, any related party thereof) with respect to the Anti-Money Laundering Laws is pending or, to the Knowledge of the Purchaser, threatened.