

SHARE PURCHASE AGREEMENT

between

VITALHUB CORP.

- and -

EACH VENDOR LISTED ON THE SIGNATURE PAGE HERETO AS A VENDOR

- and -

STRATA HEALTH SOLUTIONS INC.

- and -

SHAREHOLDER REPRESENTATIVE SERVICES LLC, in its capacity as the Vendors'
representative

dated as of

October 29, 2024

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 Certain Defined Terms.....	1
1.2 Interpretation and Rules of Construction.....	19
ARTICLE 2 PURCHASE AND SALE OF THE PURCHASED SHARES	20
2.1 Purchase and Sale of Purchased Shares	20
2.2 Consideration	20
2.3 Satisfaction of Closing Indebtedness and Transaction Expenses	20
2.4 Payment of Consideration.....	21
2.5 Withholdings.....	21
2.6 Shareholder Tax Election.....	21
ARTICLE 3 ADJUSTMENT TO CONSIDERATION.....	22
3.1 Adjustment to Consideration	22
3.2 Allocation of Consideration.....	24
3.3 Notice of Automatic Conversion of Class A Common Shares.....	24
ARTICLE 4 REPRESENTATIONS AND WARRANTIES RELATING TO THE ACQUIRED CORPORATIONS.....	24
4.1 Organization of the Acquired Corporations.....	25
4.2 Bankruptcy	25
4.3 Capitalization	25
4.4 Ownership of the Subsidiaries	25
4.5 Authority; Binding Obligations; No Conflicts.....	26
4.6 Consents	27
4.7 No Options	27
4.8 No Other Agreements to Purchase.....	27
4.9 Financial Statements	27
4.10 Accounts Receivable.....	28
4.11 Books and Records	28
4.12 Absence of Undisclosed Liabilities; Indebtedness	29
4.13 Compliance with Laws	29
4.14 Taxes	29
4.15 Litigation.....	35
4.16 Condition of Assets.....	35
4.17 Title to Assets; Stand-Alone	35
4.18 Product and Software Warranties, Condition and Merchantability	36
4.19 Real Property	37
4.20 Environmental Matters.....	39
4.21 Contracts	39
4.22 Material Suppliers and Customers	41
4.23 Absence of Changes.....	42
4.24 Banking Information	44
4.25 Powers of Attorney	44
4.26 Employees; Independent Contractors; Workers	45

4.27	Employee Plans.....	47
4.28	COVID-19.....	49
4.29	Intellectual Property.....	49
4.30	Information Technology, Privacy and CASL.....	52
4.31	Transactions with Related Parties.....	55
4.32	No Brokers.....	55
4.33	Insurance.....	55
4.34	Anti-Corruption; Anti-Money Laundering and Anti-Bribery.....	56
4.35	Sanctions.....	56
ARTICLE 5 REPRESENTATIONS AND WARRANTIES RELATED TO THE VENDORS ..		57
5.1	Authority; Binding Obligations; No Conflicts.....	57
5.2	Share Ownership.....	58
5.3	Bankruptcy.....	58
5.4	Title to Shares.....	58
5.5	Resident of Canada.....	58
5.6	Litigation.....	59
5.7	No Brokers.....	59
5.8	Anti-Corruption and Anti-Bribery.....	59
5.9	Sanctions.....	59
5.10	Consents.....	59
5.11	Withholding Taxes.....	60
ARTICLE 6 REPRESENTATIONS AND WARRANTIES RELATED TO THE DON HOLDCOS.....		60
6.1	Organization of the Don Holdcos.....	60
6.2	Capitalization.....	60
6.3	Authority; No Conflicts.....	60
6.4	Title to Shares.....	61
6.5	Don Holdcos Operations; No Liabilities or Obligations.....	61
6.6	Don Holdcos Taxes.....	61
ARTICLE 7 REPRESENTATIONS AND WARRANTIES RELATED TO THE PURCHASER		62
7.1	Organization of the Purchaser.....	62
7.2	Authority; Binding Obligations; No Conflicts.....	62
7.3	Consents.....	63
7.4	Litigation.....	63
7.5	Sufficient Funds.....	63
7.6	Anti-Money Laundering and Anti-Corruption.....	63
ARTICLE 8 CLOSING DELIVERIES		64
8.1	Closing Deliveries of the Vendors.....	64
8.2	Closing Deliveries of the Purchaser.....	65
ARTICLE 9 SURVIVAL OF REPRESENTATIONS AND WARRANTIES		66
9.1	Survival of Representations and Warranties.....	66

ARTICLE 10 INDEMNIFICATION.....	67
10.1 Indemnity by the Vendors.....	67
10.2 Indemnity by Don	67
10.3 Indemnity by the Purchaser	68
10.4 Limitations on Indemnification.....	68
10.5 Set-Off.....	68
10.6 Characterization of Indemnity Payments.....	68
10.7 Recovery from Vendors.....	68
 ARTICLE 11 COVENANTS	 69
11.1 Vendors Release of Claims.....	69
11.2 Don Release of Claims.....	69
11.3 Taxes	70
11.4 Public Statements.....	74
11.5 Confidentiality	74
11.6 Fees and Expenses	74
11.7 Tail Policy.....	75
11.8 Change of Control Payments	75
 ARTICLE 12 VENDORS’ REPRESENTATIVE AND PAYING AGENT.....	 76
12.1 Appointment of Vendors’ Representative	76
12.2 Reliance.....	78
12.3 Paying Agent.....	78
 ARTICLE 13 MISCELLANEOUS	 79
13.1 Notices	79
13.2 No Third Party Beneficiaries.	80
13.3 Amendments and Waivers	80
13.4 Successors and Assigns.....	80
13.5 Jurisdiction.....	80
13.6 Governing Law	81
13.7 Specific Performance; Injunctive Relief.....	81
13.8 Counterparts.....	81
13.9 Entire Agreement.....	81
13.10 Currency.....	81
13.11 Severability	82
13.12 Further Assurances.....	82
13.13 Execution by Electronic Transmission	82

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT dated as of October 29, 2024 (this “**Agreement**”) between VitalHub Corp., a corporation existing under the laws of the Province of Ontario (the “**Purchaser**”), Donald Schick, an individual residing in the Province of British Columbia (“**Don**”), each of the Persons listed on the signature page hereto as a “**Strata Vendor**” (collectively, the “**Strata Vendors**” and each a “**Strata Vendor**”, and together with Don, the “**Vendors**”), Strata Health Solutions Inc., a corporation existing under the laws of the Province of British Columbia (“**Strata CAD**”), and Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the representative, agent and attorney-in-fact of the Vendors (the “**Vendors’ Representative**”).

RECITALS

- A. Don holds all of the issued and outstanding shares in the capital of 1487636 B.C. Ltd. (“**Don Holdco 1**”) and Don Holdco 1 holds all of the issued and outstanding shares in the capital of 1488376 B.C. Ltd. (“**Don Holdco 2**”, and together with Don Holdco 1, the “**Don Holdcos**”).
- B. The Strata Vendors and Don Holdco 2 hold all of the issued and outstanding shares in the capital of Strata CAD (the “**Strata CAD Shares**”).
- C. Strata CAD holds, directly or indirectly, all of the issued and outstanding shares or equity interests of: (i) Strata Health Ltd., a private limited company incorporated and registered under the laws of England and Wales (“**Strata UK**”); (ii) Strata Health (US) Corporation (“**Strata US**”), a corporation existing under the laws of the State of Delaware; and (iii) Strata Silver LLC, a limited liability company existing under the laws of the State of Delaware (“**Silver LLC**”, and collectively with Strata UK and Strata US, the “**Subsidiaries**” and each a “**Subsidiary**”, and collectively with Strata CAD, the “**Acquired Corporations**” and each an “**Acquired Corporation**”).
- D. The Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors: (i) all of the issued and outstanding shares of Don Holdco 1; and (ii) all of the Strata CAD Shares, save and except for those held by Don HoldCo 2 (collectively, the “**Purchased Shares**”).

NOW THEREFORE, in consideration of the payment of the Consideration by the Purchaser to the Vendors, and the delivery of the Purchased Shares by the Vendors to the Purchaser, the parties to this Agreement agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 **Certain Defined Terms**

Capitalized terms not otherwise defined herein will have the meaning and effect set out below.

- (a) “**Accounting Firm**” means BDO LLP.

- (b) “**Accounting Principles**” means, in respect of the Estimated Closing Statement, the Closing Statement and the items to be respectively computed therein:
- (i) the principles set out in the definitions of Current Assets, Current Liabilities, Cash, Transaction Expenses and Indebtedness;
 - (ii) the principles set forth in Schedule 1.1(b); and
 - (iii) to the extent not provided for in paragraphs (i) or (ii) above, including any financial terms in the definitions of Current Assets, Current Liabilities, Cash, Transaction Expenses and Indebtedness, in accordance with IFRS,
- and for the avoidance of doubt, paragraph (i) shall take precedence over paragraph (ii) and (iii), and paragraph (ii) shall take precedence over paragraph (iii).
- (c) “**Adjustment Escrow Amount**” means ██████████
- (d) “**Advisory Committee**” has the meaning set forth in Section 12.1(b).
- (e) “**Affiliate**” means, with respect to any Person; any (i) other Person directly or indirectly Controlled by or under common Control with such first Person; or (ii) any Person Controlled by or under common Control with any Person referred to in (i) above.
- (f) “**Ancillary Agreements**” means, collectively, the Escrow Agreement, the Restrictive Covenants Agreements and all other agreements, certificates, instruments and documents contemplated herein or executed and delivered in connection with the Transaction.
- (g) “**Annual Financial Statements**” means, the consolidated balance sheet of the Acquired Corporations and the related statements of operations and deficit, cash flows and the notes to such financial statements, in each case, for the year ended as of June 30, 2022, June 30, 2023 and June 30, 2024.
- (h) “**Applicable Law**” means, with respect to a referenced Person or matter, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by law (zoning or otherwise), codes or standards of any Governmental Entity, common law obligation, or any Order, or any consent, exemption, approval or licence of any Governmental Entity, binding upon, or applicable to, such Person or matter.
- (i) “**Applicable Privacy Laws**” means any Applicable Laws or Orders applicable to the use, Processing, secure protection and privacy of Personal Information which are applicable to all or any part of the Business and the Acquired Corporations, and all Applicable Laws and Orders related to breach notification, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection Act* (Alberta), *an Act respecting the protection of*

personal information in the private sector (Québec), Data Protection Act 20188 (England and Wales) and UK GDPR, the Payment Card Industry (“PCI”) Data Security Standard and any other applicable security standards, requirements, and assessment procedures published by PCI Security Standards Council (“PCI SSC”) in connection with a PCI SSC program, the Federal Trade Commission Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, California Privacy Rights Act, the Computer Fraud and Abuse Act, the Electronic Communications Privacy Act, and the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, as each may be amended, modified, restated or replaced from time to time and any applicable court judgments, rulings, findings, interpretation bulletins, guidance documents or fact sheets issued by any Governmental Entity.

- (j) “**ASPE**” means with respect to the Acquired Corporations, generally accepted accounting principles for private enterprises (commonly referred to as ASPE) as set out in Part II of the CPA Canada Handbook – Accounting, as applicable, at the relevant time, consistently applied.
- (k) “**Assessment**” has the meaning set forth in Section 11.3(g).
- (l) “**Authorization**” means, with respect to any Person, any Order, permit, approval, consent, ruling, notification, waiver, license, registration or similar authorization, issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Entity having jurisdiction over such Person.
- (m) “**Bad Accounts Receivable**” means: (i) all accounts receivable of any of the Acquired Corporations aged over ninety (90) days as at the end of the day immediately preceding the Closing Date; and (ii) all accounts receivable of any of the Acquired Corporations that have been classified by any of the Acquired Corporations as “uncollectable” as at the end of the day immediately preceding the Closing Date.
- (n) “**Books and Records**” means all books, records, books of account, sales and purchase records, lists of customers, vendors, suppliers, Tax Returns and worksheets, correspondence with any Governmental Entity or external advisors relating to Taxes, plans, constating documents and all other documents, files, records and other data and information of the Acquired Corporations and Don Holdcos, including all data and information stored electronically or on other computer related media.
- (o) “**Business**” means the business of facilitating electronic patient transitions of care, and all other activities ancillary to the foregoing, in each case, as carried on by the Acquired Corporations.
- (p) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario or in the Province of Alberta, on which commercial banks in such Province are open for business.

- (q) “**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Governmental Entity (including IRS Notices 2020-22 and 2020-65), or any other Law or executive order or executive memorandum, including the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020 intended to address the consequences of COVID-19 (in each case, including any comparable provisions of state, local or non-U.S. Law and including any related or similar orders or declarations from any Governmental Entity), including any extension of, amendment, supplement, correction, revision or similar treatment of any such legislation or guidance.
- (r) “**Cash**” means, as of any applicable time of determination, all cash and cash equivalents held by the Acquired Corporations, calculated on a consolidated basis, which will be (i) reduced by any cash which is not freely usable by the Acquired Corporations because it is subject to restrictions, limitations or Taxes on use or distribution by Applicable Law, contract, or otherwise, including restrictions on dividends and repatriations or any other form of restriction, and (ii) adjusted for any other proper reconciling items.
- (s) “**CASL**” means Canada’s Anti-Spam Law, being *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 (Canada), the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*, as may be amended, modified, restated or replaced from time to time, and all demands, Orders, undertakings, and administrative penalties issued or compliance agreements of any Government Entities made under same.
- (t) “**CA 2006**” means the Companies Act 2006.
- (u) “**CEWS**” means the Canada Emergency Wage Subsidy, the Temporary Wage Subsidy, the Canada Emergency Rent Subsidy, the Canada Recovery Hiring Program, and any other novel coronavirus (COVID-19) related direct or indirect wage subsidy offered by a Canadian, United States or United Kingdom federal, provincial, state or local Governmental Entity.
- (v) “**CEWS Returns**” means any and all returns, reports, records, calculations, declarations, elections, attestations, notices, forms, designations, filings, and statements filed or required to be filed, or required to be kept on file in respect of CEWS.
- (w) “**Claims**” has the meaning set forth in Section 11.1(a).
- (x) “**Closing**” means the closing of the Transaction on the Closing Date, with effect as of 12:01 a.m. (Toronto time) on the Closing Date.
- (y) “**Closing Cash**” means the Cash as at 11:59 p.m. (Toronto time) on the date immediately prior to the Closing Date.

- (z) “**Closing Date**” means the date first written above.
- (aa) “**Closing Indebtedness**” means the Indebtedness and the indebtedness owing by Don Holdco 1 under the Don Holdco 1 Note, in each case, as at 11:59 p.m. (Toronto time) on the date immediately prior to the Closing Date.
- (bb) “**Closing Statement**” has the meaning set forth in Section 3.1(a).
- (cc) “**Closing Working Capital**” means the Working Capital as at 11:59 p.m. (Toronto time) on the date immediately prior to the Closing Date, provided that, if, and only if, the Closing Working Capital is within the Working Capital Collar Range, then the Closing Working Capital shall be deemed to be the Target Working Capital.
- (dd) “**Code**” means the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.
- (ee) “**Collective Agreement**” means any collective agreement, letter of understanding, letter of intent or other written communication with any labour union or employee association that governs the terms and conditions of employment of any employee.
- (ff) “**Confidential Information**” means the non-public and proprietary information of the Acquired Corporations, including non-public and proprietary information related to the Business and includes all information disclosed by the Vendors or any Acquired Corporation to the Purchaser orally, electronically, visually or in a tangible form which is either: (i) marked as “confidential” (or with a similar legend); (ii) is identified at the time of disclosure as being confidential; or (iii) should be reasonably understood to be confidential or proprietary. Confidential Information also includes pricing, trade secrets, computer programs and software, documentation, data, techniques, marketing plans, strategies, client lists, employee information, financial information, confidential information concerning the Business and organization, confidential information concerning any Acquired Corporation’s transactions and organization, and any Personal Information, but expressly excludes information that is (i) generally available to or known by the public (other than as a result of its disclosure directly or indirectly by a Vendor in violation of this Agreement); or (ii) becomes available to the recipient thereof after Closing on a non-confidential basis from a source (other than a Vendor) who is not bound by a confidentiality obligation (contractual or otherwise) to the Purchaser or any Acquired Corporation.
- (gg) “**Consideration**” has the meaning set forth in Section 2.2(a).
- (hh) “**Consideration Allocation Schedule**” has the meaning set forth in Section 2.1.
- (ii) “**Contract**” means any agreement, indenture, contract, lease, deed of trust, license, option, instrument or other legally binding commitment, in each case to which a Person is a party, other than an Authorization.

- (jj) “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.
- (kk) “**Copyleft Software**” means any software whose license requires, as a condition of use, modification or distribution of the Copyleft Software, that such Copyleft Software, or modifications or derivative works thereof: (i) be made available or distributed in source code form; or (ii) be licensed for the purposes of preparing derivative works or distribution at no fee. Copyleft licenses include all versions of the GNU General Public License, all versions of the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License and the Eclipse Public License.
- (ll) “**Corporation Intellectual Property**” has the meaning set forth in Section 4.29(b).
- (mm) “**Corporation Options**” means the outstanding options to purchase shares of Strata CAD.
- (nn) “**COVID Program**” has the meaning set forth in Section 4.28.
- (nn) “**Current Assets**” means, the consolidated current assets of the Acquired Corporations, including inventory (at the lower of cost and net realizable value), royalties receivable, accounts receivable (after providing for doubtful accounts) and prepaid expenses (to the extent they provide a benefit to the Purchaser after Closing), each without duplication, net of deductions for any applicable reserves or allowances, and excluding any: (i) Cash; (ii) income Taxes receivable or deferred Tax asset; (iii) SRED Credits Receivable; (iv) all amounts receivable from any Related Parties; and (v) Bad Accounts Receivable.
- (oo) “**Current Liabilities**” means, except to the extent included in the definition of Indebtedness, the consolidated current liabilities of the Acquired Corporations including accounts payable, royalties payable, accrued liabilities (including accruals in respect of prepaying and filing the Acquired Corporations Pre-Closing Tax Returns), all other accruals in relation to trade payables, current and long-term deferred income, and advances.
- (pp) “**Damages**” means, with respect to any Person, any loss, liabilities, damages, assessments, fines, penalties, Taxes, bonds, dues, assessments, fines, fees, costs, expenses or amounts paid in settlement or other expenses (whether or not involving a third party Claim or a Proceeding) actually incurred by such Person, including reasonable costs, fees and expenses of legal counsel and other experts actually incurred by such Person, but excluding punitive or exemplary damages, except to the extent such punitive or exemplary damages are actually awarded to a third party pursuant to a third party Claim.
- (qq) “**Disclosure Requirement**” has the meaning set forth in Section 11.3(k).
- (rr) “**Don Holdco 1 Note**” means the demand promissory note dated June 19, 2024 in the principal amount of [REDACTED] issued by Don Holdco 1 in favour of Don.

- (ss) “**Downward Adjustment**” has the meaning set forth in Section 3.1(e).
- (tt) “**Earnout Amount**” means the amount payable pursuant to Section 1.5(c) of Schedule 2.4(b).
- (uu) “**EHS Laws**” means all Applicable Laws to the extent that they relate to or apply to the health and safety of any person.
- (vv) “**Employee Plans**” means all plans, programs, agreements and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to the employees or which any of the Acquired Corporations maintains, sponsors, contributes to or funds or in respect of which any of the Acquired Corporations is in any way liable whether or not insured and whether or not subject to any Applicable Law, including retirement, savings, pensions (including automatic enrolment pensions), supplemental pensions, bonuses, profit sharing, deferred compensation, incentive compensation, share purchase, share appreciation, share option, welfare, life, accident, hospitalization, health, medical or dental treatment or expenses, disability, vision, employment or unemployment insurance benefits, employee loans, vacation pay, severance pay, termination pay, pay in lieu of notice or other benefit plan, other than benefit plans established pursuant to statute.
- (zz) “**Encumbrances**” means any encumbrances, liens, charges, hypothecs, pledges, mortgages, title retention devices, security interests of any nature, adverse claims, exceptions, restrictions, easements, rights of occupation, any matters capable of registration against title, options, rights of pre-emption, privileges, voting trusts or similar agreements of any kind or any contract to create any of the foregoing or demands of any nature whatsoever or howsoever arising.
- (aaa) “**Environmental Laws**” means: (i) any and all federal, provincial, municipal or local statutes, regulations, Orders, by-laws or ordinances relating to pollution or protection of the public health or the environment or worker safety or health, including those relating to emissions, discharges or releases of Hazardous Materials or any other solid, liquid, gas, odour, heat, sound, vibration, or radiation; (ii) any and all federal, provincial, municipal or local statutes, regulations, Orders, by-laws or ordinances relating to the manufacture, handling, transport, labelling, import, export, use, treatment, storage, or disposal of, or exposure to, Hazardous Materials; and (iii) criminal, civil, common law, regulatory or tort law governing any act or omission relating to the environment or Hazardous Materials.
- (bbb) “**ERISA**” means the U.S. Employee Retirement Income Security Act of 1974, as amended.
- (ccc) “**Escrow Agent**” means Computershare Trust Company of Canada.
- (ddd) “**Escrow Agreement**” means the escrow agreement entered into between the Purchaser, the Vendors’ Representative and the Escrow Agent on the Closing Date.

- (eee) “**Escrow Amount**” means an amount in cash equal to the Adjustment Escrow Amount plus any interest accrued thereon, which will be held by the Escrow Agent pursuant to the terms and conditions of this Agreement and the Escrow Agreement.
- (fff) “**Estimated Closing Statement**” has the meaning set forth in Section 2.2(b).
- (ggg) “**Estimated Consideration**” has the meaning set forth in Section 2.2(b).
- (hhh) “**ETA**” means the *Excise Tax Act* (Canada).
- (iii) “**Final Determination**” has the meaning set forth in Section 11.3(j).
- (jjj) “**Final Determination Date**” has the meaning set forth in Section 3.1(c).
- (kkk) “**Financial Statements**” means, collectively, the Annual Financial Statements and the Interim Financial Statements.
- (kkk) “**FRS 102**” means the Financial Reporting Standard 102: The Financial Reporting Standard applicable in the UK and Republic of Ireland as issued by the Financial Reporting Council of the UK and in force for the accounting period of the Annual Financial Statements.
- (lll) “**Governmental Entity**” means any: (i) international, multinational, national, federal, provincial, state, regional, municipal, local, or other government, governmental, or public department, central bank, court, tribunal, arbitral body, commission, commissioner, cabinet, board, bureau, minister, ministry, agency or instrumentality, domestic or foreign; (ii) subdivision, agent or authority of any of the foregoing; (iii) quasi-governmental or private body including any tribunal, commission, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) securities authority or stock exchange.
- (mmm) “**GBP**” means the lawful currency of the UK.
- (nnn) “**GST/HST**” means the goods and services tax or harmonized sales tax levied under Part IX of the ETA and any similar value-added or multi-staged Tax imposed by any province.
- (ooo) “**Hazardous Materials**” means any organic or inorganic matter, whether animate or inanimate, that is listed or regulated pursuant to Applicable Laws relating to pollution or protection of human health, safety, property, or the environment, including such matter regulated as a “contaminant”, “pollutant”, “pesticide”, “fuel”, “substance”, “deleterious substance”, “toxic substance”, “hazardous substance”, “controlled substance”, “precursor substance”, “designated substance”, “domestic substance”, “non-domestic substance”, “priority substance”, “prohibited substance”, “substance subject to notification or consent”, “restricted substance”, “unknown or variable composition, complex reaction product or biological material”, “ozone-depleting substance”, “nuclear substance”, “radiation device”,

“hazardous product”, “dangerous good” or “waste”, “hazardous waste”, or “hazardous recyclable material”.

- (ppp) “**IFRS**” means International Financial Reporting Standards, as issued by the International Accounting Standards Board, applicable as at the date on which the calculation is made or required to be made, applied on a consistent basis.
- (qqq) “**Income Taxes**” means any Taxes imposed on or measured by gross or net income, however denominated (including any withholding and franchise Taxes measured or imposed by reference to such income or in lieu thereof), including any interest, penalties, or additions thereto, whether disputed or not.
- (rrr) “**Indebtedness**” means, in respect of the Acquired Corporations, as of any applicable time of determination, without duplication and on a consolidated basis, the following: (i) all indebtedness for borrowed money (including all amounts required to be paid to retire, satisfy or otherwise fully discharge the obligations of each of the Acquired Corporations under any debt instruments as of the Closing Date (or as of the first date thereafter on which such Acquired Corporation is permitted to do so in accordance with the terms of the documents governing such debt instruments); (ii) all liabilities evidenced by bonds, debentures, notes or other similar instruments or debt securities, including any shareholder loans; (iii) all liabilities under or in connection with letters of credit or bankers' acceptances or similar items; (iv) all liabilities for deferred purchase price of property or services and all deferred purchase price liabilities related to past acquisitions, whether contingent or otherwise (including any “earn-out” or similar payments or obligations at the maximum amount payable in respect thereof); (v) all liabilities arising from cash/book overdrafts; (vi) all unpaid severance or termination obligations (including all unpaid bonuses, if any), including all employer Taxes related to such obligations, all accrued but unpaid vacation pay, and the amount of all bonuses or other incentive compensation that have been or should have been accrued or are earned and unpaid for, or payable to, or for the benefit of, the directors, managers, officers, employees or consultants of any of the Acquired Corporations, including all employer Taxes related to any such bonuses or other incentive compensation; (vii) all liabilities under capitalized leases or leases that in accordance with IFRS are or will be required to be capitalized; (viii) all liabilities under conditional sale or other title retention agreements; (ix) any net settlement amount in favor of any third-party to any interest rate or other hedging agreement; (x) all accrued or unpaid Income Taxes and sales Taxes payable by any of the Acquired Corporations in respect of any Pre-Closing Tax Period; (xi) the US Sales Tax Liability; (xii) the US Form 5471 Liability; and (xiii) all indebtedness of others guaranteed by any of the Acquired Corporations or secured by any Encumbrance on the assets of any of the Acquired Corporations. Notwithstanding any of the foregoing, Indebtedness shall exclude any current and long term deferred revenue.
- (sss) “**Initial Cash Consideration**” means \$18,718,024.07.
- (ttt) “**Initial Consideration Amount**” means the Initial Cash Consideration *plus* the Purchaser Consideration Share Value.

- (uuu) “**Intellectual Property**” means all intellectual property, industrial and proprietary rights, both statutory and under common law, in all jurisdictions worldwide, whether registered or unregistered, individually or collectively, including all rights in, to and under and all rights arising from or in respect of: (i) trade-marks, including all applications and registrations, service marks, common law trade-marks, trade dress and logos, and the goodwill of the business symbolized thereby or associated therewith, and all common law rights to, all applications, registrations and renewals for or of, and all rights associated with any of the foregoing; (ii) all works of authorship (whether copyrightable or not), copyrights, copyrightable works, copyright registrations and registrations, renewals and applications related to the foregoing; (iii) patents, provisional patent applications, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (iv) trade names, business names, corporate names, all internet uniform resource locators, internet domain name registrations, website names and world wide web addresses; (v) proprietary and non-public business information, including inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, show-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (vi) all Software; (vii) all moral, economic and common law rights of authors and inventors, however denominated, throughout the world; and (viii) anything that would constitute a “trade secret” under Applicable Law.
- (vvv) “**Interim Financial Statements**” means, collectively, the management prepared financial statements for each of the Acquired Corporations, including: (i) a balance sheet as of September 30, 2024; and (ii) an income statement as of the three (3) month period ended September 30, 2024.
- (www) “**IT Assets**” means any combination of the Software, computer hardware (whether general or special purpose), telecommunications systems and connections (including all voice, data, and video networks), computing platforms, data storage systems and other similar or related items of automated, computerized, and/or software systems and any other networks or systems and related services (including any of the foregoing provided or accessible on a cloud-based or similar model), information technology equipment and associated documentation that are used or relied on by the Acquired Corporations in the conduct and operation of the Business.
- (xxx) “**Knowledge of the Corporation**” means the actual knowledge of Don, Peter Smith, Justin Kereluk, Clinton Schick, Kevin Jones, Vaughan van der Merwe and Jennifer Hoecht, or the knowledge that any of them ought to have had if they had conducted due and diligent inquiry with respect to the relevant matter.
- (yyy) “**Latest Balance Sheet Date**” means June 30, 2024.
- (zzz) “**Leased Real Properties**” has the meaning set forth in Section 4.19(a).
- (aaaa) “**Lower Working Capital Target Limit**” means [REDACTED].

- (bbbb) “**Management Amount**” means the amount payable pursuant to Section 1.5(b) of Schedule 2.4(b).
- (cccc) “**Material Adverse Effect**” means any effect, occurrence, fact, condition or change, whether individually or in the aggregate, that has been or is reasonably expected to be materially adverse, either individually or in the aggregate, (i) to the operations, assets or financial condition of the Acquired Corporations, taken as a whole, or the Business, or (ii) to the ability of any party to timely consummate the Transaction; provided that none of the following, either alone or in combination, will constitute a Material Adverse Effect, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) changes that are the result of factors generally affecting the industries or markets in which the Acquired Corporations operate; (ii) changes in Applicable Law or accounting rules or principles, including ASPE, or the interpretation thereof; (iii) changes that are the result of economic factors affecting the national, regional or world economy or financial markets; (iv) any change in the financial, banking, or securities markets; (v) any acts of God, any act of terrorism, war or other hostilities whether or not pursuant to the declaration of a national emergency, any regional, national or international calamity, natural disasters, pandemics (including COVID-19), epidemics, national or international political or social conditions, whether commenced before or after the Closing or any other similar event; (vi) any action required or permitted by this Agreement or any action taken (or omitted to be taken) by, with the consent of or at the request of Purchaser or its Affiliates; (vii) the announcement or pendency of the Transaction; or (viii) any action required to be taken under Applicable Law, except in the cases of (i), (ii), (iii), (iv), and (v), where such change materially disproportionately affects the Acquired Corporations, taken as a whole, versus other businesses in the same industry as the Acquired Corporations.
- (dddd) “**Material Contracts**” has the meaning set forth in Section 4.21(a).
- (eeee) “**Material Customers**” has the meaning set forth in Section 4.22(b).
- (ffff) “**Material Suppliers**” has the meaning set forth in Section 4.22(a).
- (gggg) “**Objection Notice**” has the meaning set forth in Section 3.1(b).
- (hhhh) “**Open Source License**” means any license meeting: (i) the Open Source Definition (as promulgated by the Open Source Initiative at <http://opensource.org/>) or the Free Software Foundation Definition (as promulgated by the Free Software Foundation at <http://www.fsf.org/>); or (ii) any substantially similar licenses, including any Copyleft Software.
- (iiii) “**Open Source Software**” means any software subject to an Open Source License.
- (jjjj) “**Order**” means any order, notice, judgement, injunction, directive, decision, decree, award or writ of any court, tribunal, arbitrator, Governmental Entity, or other Person having jurisdiction of the relevant Person or matter.

- (kkkk) “**Ordinary Course of Business**” means an action taken by any Person in the ordinary course of such Person’s business that is consistent in all material respects with the past customs and practices of such Person and that is taken in the ordinary course of the normal day-to-day operations of such Person.
- (llll) “**Organizational Documents**” means, with respect to any Person (other than an individual): (i) the certificate or articles of incorporation or organization or certificate of formation or articles of association or notice of articles; and (ii) all by-laws, articles, voting agreements, shareholders agreements, limited liability company operating agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.
- (mmmm) “**Paying Agent**” means Acquiom Financial LLC, a Colorado limited liability company acting in its capacity as a payments administrator.
- (nnnn) “**Paying Agent Agreement**” means the payments administration agreement by and among the Paying Agent and the Vendors’ Representative entered into on the Closing Date (as same may be amended, supplemented, modified or amended and restated from time to time after the Closing Date).
- (oooo) “**Payout Letters**” has the meaning set forth in Section 8.1(k).
- (pppp) “**Pension Plan**” means each of the Employee Plans that is a “registered pension plan” as that term is defined in subsection 248(1) of the Tax Act or that is considered to be a pension plan or required to be registered under applicable pension standards legislation in Canada, the United States or the United Kingdom.
- (qqqq) “**Permitted Encumbrances**” means: (i) in respect of Real Property, any easements disclosed by registered title, including, without limitation, (A) servitudes, easements, restrictions, rights-of-way and other equivalent rights or any interest therein, (B) the reservations in any original grants from the Crown of any Real Property or interest therein, and (C) zoning, building code and equivalent restrictions and land use laws; (ii) in respect of all assets, including, Real Property, inchoate liens claimed or held by any Governmental Entity or a public utility in respect of the payment of Taxes or utilities not yet due and payable; and (iii) workers’, carriers’, mechanics’, materialmens’ and equivalent liens that are, indirectly or in the aggregate, not material, that are related to obligations not due or in arrears and that have not been registered under Applicable Laws.
- (rrrr) “**Person**” means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, limited liability company, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status.
- (ssss) “**Personal Information**” means information about an identifiable individual and includes any information that is regulated or protected by one or more of the

Applicable Privacy Laws including information that falls within the definition of Personal Data (as defined by the UK GDPR).

- (tttt) **“Post-Closing Payments Amount”** means, collectively, the Earnout Amount, the Ziegler Amount, and the Management Amount.
- (uuuu) **“Post-Closing Tax Period”** of a Tax Covenant Corporation means any taxation period of such entity that begins on or following the Closing Date.
- (vvvv) **“Pre-Closing Tax Period”** of a Tax Covenant Corporation means any taxation period of such entity ending on or before the Closing Date.
- (wwww) **“Pre-Closing Tax Returns”** has the meaning set forth in Section 11.3(b).
- (xxxx) **“Pre-Closing Taxes”** shall mean: (i) all Taxes of any Acquired Corporation in respect of any Pre-Closing Tax Period; (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Acquired Corporation is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 (or any similar provision of U.S. state or local, or non-U.S., Applicable Law); (iii) any and all Taxes of any Person (other than the Acquired Corporations) imposed on any Acquired Corporation as a transferee or successor, by Contract, pursuant to any Applicable Law, or otherwise, which Taxes relate to a Pre-Closing Tax Period; (iv) all Taxes imposed on the Purchaser or any of its Affiliates (including any Acquired Corporation after the Closing Date) as a result of any (A) “Subpart F income,” as defined in Section 952 of the Code, (B) “tested income,” as defined in Section 951A of the Code, (C) income pursuant to Section 956 of the Code, (D) any accrued interest on an intercompany obligation, or (E) resulting from failing to have filed IRS Form 5471 or IRS Form 5472, in each case, having accrued to any Acquired Corporation in any Pre-Closing Tax Period (or portion thereof); (v) the Transfer Pricing Liability; (vi) any Transfer Taxes; and (vii) any Taxes of any Vendor. For the avoidance of doubt, Pre-Closing Taxes for any Straddle Period with respect to subitem (i) herein shall be calculated in accordance with Section 11.3(c).
- (yyyy) **“Privacy and Security Requirements”** means: (i) all Applicable Privacy Laws; (ii) all applicable Privacy Contracts; and (iii) all applicable Privacy Policies.
- (zzzz) **“Privacy Contracts”** means all Contracts between any of the Acquired Corporations and any Person that are applicable to the processing of Personal Information or data.
- (aaaaa) **“Privacy Policies”** means all written policies applicable to the Acquired Corporations relating to the processing of Personal Information, including all website and mobile application privacy policies.
- (bbbbb) **“Proceeding”** means any civil, criminal or administrative action, suit, claim, litigation, audit, inquiry, hearing, demand, investigation, order, complaint, charge, arbitration, or other similar proceeding, by, before or involving a Governmental Entity or arbitrator.

- (ccccc) “**Process**” or “**Processing**” means collection, use (including, for the purposes of sending telephone calls, text messages and emails), storage, maintenance, processing, recording, distribution, transfer, transmission, receipt, import, export, protection (including safeguarding, security measures and notification in the event of a Security Incident) and access.
- (dddd) “**Products**” has the meaning set forth in Section 4.18(a).
- (eeee) “**Public Statement**” has the meaning set forth in Section 11.4.
- (ffff) “**Purchaser Consideration Shares**” means 1,480,726 common shares in the capital of the Purchaser.
- (ggggg) “**Purchaser Consideration Share Value**” means the aggregate fair market value of the Purchaser Consideration Shares at the time of the Closing.
- (hhhhh) “**Purchaser Indemnified Parties**” means the Purchaser and its Affiliates and their respective officers, directors, and employees, and after the Closing, Affiliates includes the Acquired Corporations and each of their Affiliates.
- (iiii) “**Real Property**” means all freehold lands and premises and interests therein, as well as all plant, buildings, structures, erections, improvements, appurtenances and fixtures situate thereon or forming part thereof, including easements.
- (jjjj) “**Real Property Lease**” has the meaning set forth in Section 4.19(a).
- (kkkkk) “**Registered Intellectual Property**” has the meaning set forth in Section 4.29(a).
- (llll) “**Related Parties**” has the meaning set forth in Section 4.31.
- (mmmm) “**Restrictive Covenants**” has the meaning set forth in Section 10.2(k).
- (nnnn) “**Restrictive Covenants Agreements**” means the restrictive covenants agreements entered into between the Acquired Corporations, the Purchaser and each of Clint Schick, Don and Peter Smith on the Closing Date.
- (oooo) “**RWI Fees**” means all premiums, underwriting fees, broker fees and taxes payable to the broker for the RWI Policy or to the RWI Insurer in connection with the RWI Policy.
- (pppp) “**RWI Insurer**” means Euclid Transactional, LLC.
- (qqqq) “**RWI Policy**” means the buyer-side representations and warranties insurance policy duly issued by the RWI Insurer to the Purchaser or its designee.
- (rrrr) “**Sanctions Laws**” means any sanctions laws, regulations, directives, measures or embargos imposed or administered by any Governmental Entity in any jurisdiction in which the Acquired Corporations conduct the Business, including all import and export control laws (including US Export Administration Regulations and

regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

- (sssss) “**Sanctions Target**” means: (i) any country or territory that is the subject of country-wide or territory-wide Sanctions Laws; (ii) a Person that is on the list of blocked persons under applicable Sanctions Laws or any equivalent list of sanctioned persons issued by any Governmental Entity in any jurisdiction in which any of the Acquired Corporations conduct the Business; or (iii) a Person that is located in or organized under the laws of a country or territory that is identified as the subject of country-wide or territory-wide Sanctions Laws.
- (ttttt) “**Security Breach**” means actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Information or data in contravention of Applicable Laws whether arising from a breach of any of the Acquired Corporation’s security safeguards or otherwise.
- (uuuuu) “**Security Incident**” means any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations of IT Assets.
- (vvvvv) “**Self-Help Code**” means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program.
- (wwwww) “**Software**” means all computer software programs and databases (and all derivative works, foreign language versions, enhancements, versions, releases, fixes, upgrades, and updates thereto), including software compilations, development tools, compilers, comments, user interfaces, menus, buttons and icons, application programming interfaces, files, data scripts, architecture, algorithms, higher level or “proprietary” languages and all related programming and user documentation, whether in source code, object code or human readable form, and manuals, design notes, programmers’ notes and other items and documentation related to or associated with any of the foregoing and all media and other tangible property necessary for the delivery or transfer thereof.
- (xxxxx) “**Straddle Period**” means any taxable period of an Acquired Corporation or Don Holdco, as applicable, that begins prior to the Closing Date and ends after the Closing Date.
- (yyyyy) “**Straddle Period Tax Returns**” has the meaning set forth in Section 11.3(c).
- (zzzzz) “**SRED Credits**” means refundable Tax credits in respect of scientific research and experimental development expenditures, within the meaning assigned by the Tax Act.
- (aaaaa) “**SRED Credits Receivable**” means all SRED Credits receivable, which relate to, or are attributable to, a Pre-Closing Tax Period.

- (bbbbbb) **“Tail Policy”** has the meaning set forth in Section 11.7(a).
- (ccccc) **“Target Working Capital”** means [REDACTED].
- (dddddd) **“Tax Act”** means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1. and the regulations adopted thereunder, as amended.
- (eeeeee) **“Tax Covenant Corporations”** means, collectively, the Acquired Corporations and the Don Holdcos.
- (ffffff) **“Tax Returns”** means any return, declaration, document, certificate, report, notice, designation, slip, election, claim for refund, or information return or statement relating to Taxes permitted or required to be filed with a Governmental Entity or required to be maintained in connection with any such filing to a Governmental Entity, including any schedule or attachment thereto, and including any amendment thereof.
- (gggggg) **“Taxes”** or **“Tax”** means:
- (i) any and all supranational, federal, provincial, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, governmental plan premiums and contributions, excise and property taxes;
 - (ii) without limiting the foregoing, includes real property, personal property, tangible, source deductions from payroll, payroll taxes, employment or unemployment insurance, workers' compensation, employee related taxes, disability, transfer, gasoline, fuel, escheat, unclaimed property, excise, goods and services, harmonized sales, premium, insurance premium, gift, wealth, environment, net worth, utility, stamp, consumption, occupancy, customers duty, and all other taxes of any kind in any manner whatsoever (whether payable directly or by withholding);
 - (iii) any disallowed credits, refunds, rebates, overpayments and similar adjustments of Taxes relating to or arising out of CEWS (whether or not accrued) or failure to maintain or file any Tax Return;
 - (iv) any liability for the payment of any amounts of the type described in (i), (ii) and (iii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party; and
 - (v) all interest, penalties, fines or other additions to a tax by a Taxing Authority in respect of (i), (ii), (iii) or (iv) or as the result of a failure to file or maintain any Tax Return.

- (hhhhhh) “**Taxing Authority**” means Canada Revenue Agency, the United States Internal Revenue Service, His Majesty's Revenue and Customs and any other Governmental Entity exercising any authority to impose, assess or collect any Tax or any other authority exercising Tax regulatory authority.
- (iiiiii) “**Transaction**” means the transactions that relate to, or that are entered into in connection with, this Agreement and the Ancillary Agreements.
- (jjjjjj) “**Transaction Expenses**” means all fees, costs and expenses incurred, accrued or to be paid by each of the Acquired Corporations in connection with the Transaction, or any alternative transaction that was contemplated by any of them prior to entering into this Agreement, including, notwithstanding any of the foregoing: (i) fees and disbursements of counsel, financial advisors, consultants and accountants (including any and all amounts payable to Ziegler, Cassels Brock & Blackwell LLP and Chip Linnemann, LLC); (ii) all change of control, phantom stock payments closing, severance, termination, retention or similar bonuses, benefits or payments payable or owing to any officer, director, manager, member or employee of any of the Acquired Corporations or any Governmental Entity or any other Person which arise due to the Transaction, including the management bonuses disclosed in Section 4.26(b) of the Disclosure Schedule; (iii) any payroll Taxes payable by any of the Acquired Corporations in connection with any consideration payable under (ii) above; (iv) any fees or expenses associated with obtaining the release and termination of any Encumbrances; (v) fifty percent (50%) of the RWI Fees; (vi) fifty percent (50%) of the fees, costs and expenses incurred in connection with the Escrow Agreement; (vii) one hundred percent (100%) of the fees, costs and expenses incurred in connection with the Tail Policy; and (viii) any of the fees, costs and expenses incurred in connection with the Vendors’ obligations hereunder (and not those of the Purchaser) to obtain third party consents, in each case, to the extent unpaid as of immediately prior to the Closing.
- (kkkkkk) “**Transfer Pricing Liability**” means all Taxes of any Acquired Corporation for any Pre-Closing Tax Period resulting from a transfer pricing adjustment under subsection 247(2) of the ITA and any analogous provisions of Applicable Law, or from a failure to comply in all respects with all transfer pricing requirements under Applicable Laws of the jurisdictions in which the Acquired Corporations carry on business, including, where applicable, by making or obtaining records or documents that satisfy the requirements of paragraphs 247(4)(a) to (c) of the ITA, section 482 of the Code, and any analogous provisions of Applicable Laws.
- (llllll) “**Transfer Taxes**” has the meaning set forth in 11.3(m).
- (mmmmmm) “**UK**” means the United Kingdom or Great Britain and Ireland.
- (nnnnnn) “**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- (oooooo) “**Unauthorized Code**” means any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, hardware or data.

(pppppp) “**Upper Working Capital Target Limit**” means [REDACTED].

(qqqqqq) “**US Form 5471 Liability**” means [REDACTED], which represents the estimated liability, and, notwithstanding the actual amount, represents the maximum amount agreed upon by the parties for the purposes of this Agreement, of the Acquired Corporations in respect of the failure to file Form 5471 for the fiscal years 2018 through 2021.

(rrrrrr) “**Upward Adjustment**” has the meaning set forth in Section 3.1(d).

(ssssss) “**U.S.**” means the United States of America and its territories.

(tttttt) “**USA**” means the unanimous shareholders agreement of Strata CAD, dated July 18, 2014, as the same may be amended from time to time.

(uuuuuu) “**US Sales Tax Liability**” means [REDACTED], which represents the estimated amount, and, notwithstanding the actual amount, represents the maximum amount agreed upon by the parties for the purposes of this Agreement, of sales and use Tax liabilities for the Acquired Corporations in the U.S. with respect to fiscal years 2022 through 2024 and administrative costs to undertake voluntary tax disclosure processes to address such issues.

(vvvvvv) “**Vendor Indemnified Parties**” means the Vendors and their respective heirs, executors, legal representatives, officers, directors and employees, as applicable.

(wwwwww) “**Vendor Releasors**” has the meaning set forth in Section 10.1(a).

(xxxxxx) “**Vendors’ Representative**” has the meaning set forth in the preamble.

(yyyyyy) “**Vendors’ Representative Holdback Amount**” means the amount of [REDACTED]

(zzzzzz) “**Worker**” means any person who personally performs work for any of the Acquired Corporations but who is not an employee, in business on their own account or in a client/customer relationship.

(aaaaaaa) “**Working Capital**” means the amount (which may be positive or negative) equal to: (i) the aggregate Current Assets of the Acquired Corporations, minus (ii) the aggregate Current Liabilities of the Acquired Corporations, provided, however, that any item that is included in the calculation of Closing Cash, Closing Indebtedness or Transaction Expenses for the purposes of this Agreement shall be excluded from the determination of Working Capital.

(bbbbbbb) “**Working Capital Collar Range**” means the range between and including the Lower Working Capital Target Limit and the Upper Working Capital Target Limit.

(cccccc) “**Ziegler**” means B.C. Ziegler and Company.

(ddddd) “**Ziegler Agreement**” means any Contract between Ziegler and any Acquired Corporation, including the engagement letter agreement by and between Strata CAD and Ziegler, dated May 25, 2023.

(eeeeee) “**Ziegler Amount**” means the amount payable pursuant to Section 1.5(a) of Schedule 2.4(b).

1.2 **Interpretation and Rules of Construction**

In this Agreement, except to the extent that the context otherwise requires:

- (a) when a reference is made in this Agreement to an article, section, exhibit or schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated;
- (b) whenever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (c) the words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (d) the definition of terms herein shall apply equally to the singular and the plural, and any pronoun shall include the corresponding masculine, feminine and neuter forms
- (e) a time of day is a reference to the time in Toronto, Ontario;
- (f) unless otherwise specified, time periods within or following, which any payment is to be made or act is to be done, shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end;
- (g) whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken, or such payment shall be made on the first Business Day following such day;
- (h) unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada; and
- (i) reference to any Applicable Law or Applicable Privacy Law shall mean such Applicable Law or Applicable Privacy Law, as applicable, including all rules and regulations promulgated thereunder, in each case as amended, modified, codified, or re-enacted, in whole or in part, and in effect at the time of determining compliance or applicability.

ARTICLE 2
PURCHASE AND SALE OF THE PURCHASED SHARES

2.1 Purchase and Sale of Purchased Shares

Each of the Vendors hereby sells to the Purchaser and the Purchaser hereby purchases from each of the Vendors all of the Purchased Shares as set forth beside such Vendor's name in Schedule 2.1 (the "**Consideration Allocation Schedule**").

2.2 Consideration

- (a) For the purposes of this Agreement, "**Consideration**" means (i) the Initial Consideration Amount, plus (ii) the Closing Cash; minus (iii) the Closing Indebtedness; plus (iv) the amount (if any) by which the Closing Working Capital is greater than the Target Working Capital, minus (v) the amount (if any) by which the Closing Working Capital is less than the Target Working Capital, minus (vi) the Transaction Expenses; plus (vii) the Earnout Amount (if any), subject to adjustment in accordance with this Agreement.
- (b) Prior to the date hereof, Strata CAD has delivered to the Purchaser an estimate of the Closing Statement (the "**Estimated Closing Statement**") prepared in accordance with the Accounting Principles setting forth: (i) an estimate of the Closing Working Capital; (ii) an estimate of the Closing Indebtedness; (iii) an estimate of the Transaction Expenses; (iv) an estimate of the Closing Cash; and (v) the resulting estimate of the Consideration (exclusive of the Earnout Amount) (the "**Estimated Consideration**"). A sample calculation of the Closing Statement is attached hereto as Schedule 2.2, which for greater certainty, is for illustrative purposes only.

2.3 Satisfaction of Closing Indebtedness and Transaction Expenses

- (a) Immediately prior to Closing, the Purchaser shall advance to each applicable Acquired Corporation and to Don Holdco 1, as applicable, by way of a demand loan, an amount equal to the estimate of the Closing Indebtedness set out and specified in the Estimated Closing Statement and evidenced by the Payout Letters, and each such Acquired Corporation and Don Holdco 1, as applicable, shall pay and discharge immediately prior to Closing such Closing Indebtedness owing by it. Such payment will be paid by wire transfer or other immediately available funds directly by the Purchaser, by way of direction from the applicable Acquired Corporations and Don Holdco 1, to one or more bank accounts designated in such direction.
- (b) Immediately prior to Closing, the Purchaser will advance to each Acquired Corporation, as applicable, by way of demand loan, the estimate of the Transaction Expenses set out and specified in the Estimated Closing Statement and the applicable Acquired Corporation shall pay such estimated Transaction Expenses. Such payment will be paid by wire transfer or other immediately available funds directly by the Purchaser, by way of direction from the applicable Acquired Corporations, to one or more bank accounts designated in such direction.

2.4 **Payment of Consideration**

- (a) On Closing, the Consideration (exclusive of the Earnout Amount) shall be paid and satisfied as follows:
 - (i) the Purchaser shall pay or cause to be paid by wire transfer an amount equal to the Estimated Consideration, minus the Purchaser Consideration Share Value, minus the Adjustment Escrow Amount, and minus the Vendors' Representative Holdback Amount to an account designated in writing by the Vendors' Representative, for further distribution to the Vendors in accordance with the Consideration Allocation Schedule;
 - (ii) the Purchaser shall pay or cause to be paid by wire transfer an amount equal to the Vendors' Representative Holdback Amount to an account designated in writing by the Vendors' Representative, for further distribution to the Vendors' Representative and, if applicable, the Vendors, in accordance with Article 12; and
 - (iii) the Purchaser shall pay the Adjustment Escrow Amount to the Escrow Agent in accordance with the Escrow Agreement; and
 - (iv) the Purchaser shall issue the Purchaser Consideration Shares to the Vendors, allocated in accordance with the Consideration Allocation Schedule.
- (b) The Purchaser will pay the Earnout Amount in accordance with Schedule 2.4(b).
- (c) The parties acknowledge and agree that the right to receive the Earnout Amount relates to the underlying goodwill of the Acquired Corporations, the value of which cannot reasonably be expected to be agreed upon by the parties at the Closing Date.

2.5 **Withholdings**

The Purchaser shall be entitled to deduct and withhold from the amounts otherwise payable to any Person as contemplated herein, such amounts as the Purchaser is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any Applicable Law and remit such deduction and withholding amount to the appropriate Governmental Entity, provided that the Purchaser shall use commercially reasonable efforts to provide a Vendor written notice of at least ten (10) Business Days prior to any such deduction and withholding in respect of the Consideration and the Purchaser and such Vendor shall cooperate together in good faith to reduce or eliminate any such deduction and withholding. All amounts so deducted, withheld and remitted shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding and remittance was made.

2.6 **Shareholder Tax Election**

A Vendor that is resident in Canada for the purposes of the Tax Act (a “**Resident Vendor**”) may prepare an election in prescribed form to have the provisions of subsection 85(1) of the Tax Act (and any corresponding or equivalent elections under applicable provincial or territorial Tax

legislation) apply with respect to disposition of Purchased Shares. The Purchaser shall execute any such election form prepared by a Resident Vendor, provided that duly completed (apart from execution by the Purchaser) copies of the applicable election form(s) are delivered to the Purchaser within 90 days of the Closing Date. The Resident Vendor shall file any such elections within the time referred to in subsection 85(6) of the Tax Act (or the relevant applicable provincial or territorial statute). For purposes of each such election between a Resident Vendor and the Purchaser, subject to the applicable limitations of the Tax Act, the “elected amounts” specified therein shall be determined by the electing Resident Vendor. Notwithstanding the foregoing, the Purchaser shall have no responsibility whatsoever and will not in any way be obligated to indemnify a Resident Vendor in respect of any loss or damage that is suffered by reason of any inaccuracy or incompleteness of any such election forms.

ARTICLE 3 **ADJUSTMENT TO CONSIDERATION**

3.1 Adjustment to Consideration

- (a) Within ninety (90) days following the Closing Date, the Purchaser shall prepare and deliver to the Vendors’ Representative, at the Purchaser’s sole expense, a statement in accordance with the Accounting Principles setting forth: (i) the Closing Working Capital; (ii) the Closing Cash; (iii) the Closing Indebtedness; (iv) the Transaction Expenses; and (v) the Consideration (exclusive of the Earnout Amount) (the “**Closing Statement**”), together with the calculations and backup information showing all of the amounts used to calculate the Closing Statement, as may be reasonably requested by the Vendors’ Representative.
- (b) If the Vendors’ Representative does not notify the Purchaser in writing of its objections to any aspect of the Closing Statement within thirty (30) days after receipt of the Closing Statement (an “**Objection Notice**”), the Vendors’ Representative, on behalf of the Vendors, shall be deemed to have accepted the Closing Statement as prepared in its entirety. During such thirty (30) day period, the Purchaser shall make available reasonable access to the Books and Records which the Vendors’ Representative reasonably requires in order to review, discuss and understand the Closing Statement and the processes employed by the Purchaser in connection therewith.
- (c) In the event the Vendors’ Representative delivers an Objection Notice to the Purchaser within thirty (30) days after receipt of the Closing Statement, then the Purchaser and the Vendors’ Representative will work expeditiously and in good faith in an attempt to resolve such dispute within a further period of twenty (20) days after the date of delivery of the Objection Notice, failing which the dispute may be submitted by the Vendors’ Representative or Purchaser for final determination to the Accounting Firm, and the determination of the Accounting Firm shall be conclusive and binding on the Vendors’ Representative and the Purchaser absent manifest error or fraud. The Accounting Firm shall act as an expert and not as an arbitrator. The Vendors’ Representative and the Purchaser shall use their respective commercially reasonable efforts to cause the Accounting Firm to complete its work within thirty (30) days of its engagement, or such longer period

as the parties may agree in writing (the “**Final Determination Date**”). The Accounting Firm shall allow each of the Purchaser and the Vendors’ Representative to present their respective positions regarding the Closing Statement and the determination of Closing Working Capital, Closing Cash, Closing Indebtedness and Transaction Expenses, and each of the Purchaser and the Vendors’ Representative shall have the right to present additional documents, materials and other information, and make an oral presentation to the Accounting Firm regarding the dispute. The Accounting Firm shall consider such additional documents, materials and other information and such oral presentations. Any such other documents, materials or other information shall be copied to each of the Purchaser and the Vendors’ Representative and each of the Purchaser and the Vendors’ Representative shall be entitled to attend any such oral presentation, and to reply thereto. The Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by the Purchaser or the Vendors’ Representative, as the case may be, or less than the least value for such item claimed by the Purchaser or the Vendors’ Representative, as the case may be. The fees and expenses of the Accounting Firm pursuant to this Section 3.1 will be borne by the Purchaser, on the one hand, and the Vendors, on the other hand, based upon the percentage which the aggregate portion of the contested amount not awarded to each party bears to the aggregate amount actually contested by such party. For example, if the Vendors claim the Consideration is \$1,000 greater than the amount determined by the Purchaser, and the Purchaser contests only \$500 of the amount claimed by the Vendors, and if the Accounting Firm ultimately resolves the dispute by awarding the Vendors \$300 of the \$500 contested, then the costs and expenses of the Accounting Firm will be allocated 60% (i.e. $300 \div 500$) to the Purchaser and 40% (i.e. $200 \div 500$) to the Vendors.

- (d) If the Consideration (exclusive of the Earnout Amount) as determined pursuant to this Section 3.1 is greater than the Estimated Consideration (an “**Upward Adjustment**”), within five (5) Business Days after the earlier of deemed acceptance of the Closing Statement pursuant to Section 3.1(b), resolution of any dispute of the Closing Statement pursuant to Section 3.1(c) or Final Determination Date: (i) the Purchaser and the Vendors’ Representative shall deliver to the Escrow Agent a joint written instruction, delivered in accordance with the terms of the Escrow Agreement, instructing the Escrow Agent to release the Adjustment Escrow Amount to the Paying Agent for further distribution to the Vendors in accordance with the Consideration Allocation Schedule; and (ii) the Purchaser shall pay by wire transfer an amount equal to the Upward Adjustment to the Paying Agent for further distribution to the Vendors in accordance with the Consideration Allocation Schedule.
- (e) If the Estimated Consideration (exclusive of the Earnout Amount) as determined pursuant to this Section 3.1 is greater than the Consideration (a “**Downward Adjustment**”), within five (5) Business Days after the earlier of deemed acceptance of the Closing Statement pursuant to Section 3.1(b), resolution of any dispute of the Closing Statement pursuant to Section 3.1(c), or Final Determination Date, the Purchaser and the Vendors’ Representative shall deliver to the Escrow Agent a joint written instruction, delivered in accordance with the terms of the Escrow

Agreement, instructing the Escrow Agent to release an amount equal to the Downward Adjustment from the Adjustment Escrow Amount to the Purchaser and the balance of the Adjustment Escrow Amount, if any, to the Paying Agent for further distribution to the Vendors in accordance with the Consideration Allocation Schedule, and (ii) if the Adjustment Escrow Amount is not sufficient to cover such Downward Adjustment, the Vendors shall severally pay by wire transfer to the Purchaser the amount by which the Downward Adjustment exceeds the Adjustment Escrow Amount, proportionate to their interest in the Purchased Shares (with Don's proportion being equal to Don Holdco 2's direct proportionate interest in the Purchased Shares if Don Holdco 2 was to be a Vendor hereunder).

- (f) If the Consideration (exclusive of the Earnout Amount) equals the Estimated Consideration, then no further amount will be payable, and, within five (5) Business Days after the earlier of deemed acceptance of the Closing Statement pursuant to Section 3.1(b), resolution of any dispute of the Closing Statement pursuant to Section 3.1(c), or Final Determination Date, the Purchaser and the Vendors' Representative shall deliver to the Escrow Agent a joint written instruction, delivered in accordance with the terms of the Escrow Agreement, instructing the Escrow Agent to release the Adjustment Escrow Amount to the Paying Agent for further distribution to the Vendors in accordance with the Consideration Allocation Schedule.
- (g) Any payment made pursuant to this Section 3.1 will be treated as an adjustment to the Consideration for all purposes, and the Vendors and the Purchaser shall report such payment on such basis on their respective Tax Returns.

3.2 **Allocation of Consideration**

The Purchaser and the Vendors shall report an allocation of the Consideration among the Purchased Shares in a manner entirely consistent with Schedule 2.1 and shall not take any position inconsistent therewith in the filing of any Tax Returns or in the course of any audit by any Governmental Entity, Tax review or Tax Proceeding relating to any Tax Returns.

3.3 **Notice of Automatic Conversion of Class A Common Shares**

By execution of this Agreement, the Vendors who held Class A Common Shares of Strata CAD prior to their conversion into Common Shares of Strata CAD (on the basis of two such Common Shares for every one such Class A Common Share) pursuant to the articles of Strata CAD hereby acknowledge receipt of deemed advance notice from Strata CAD of such conversion pursuant to section 27.5(2)(d) of such articles and hereby waive the notice period provisions in respect of same set forth in such articles.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES RELATING** **TO THE ACQUIRED CORPORATIONS**

Strata CAD represents and warrants to the Purchaser, and subject to such exceptions as are disclosed in the Disclosure Schedule attached hereto as Exhibit A (the "**Disclosure Schedule**"), as

follows, and acknowledges that the Purchaser is relying on the representations and warranties contained in this Article 4 in connection with its entry into this Agreement:

4.1 **Organization of the Acquired Corporations**

Each of the Acquired Corporations is duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation. Each of the Acquired Corporations has the power, authority and capacity to own or lease its property and to carry on the Business as currently being conducted by it. Each of the Acquired Corporations is duly registered, licensed or qualified to carry on its business in, and is in good standing under Applicable Laws of the jurisdictions in which the Business is currently being conducted or the location of the property owned, leased or operated by the Acquired Corporations makes such registration, licensing or qualification necessary, each of which is set out on Section 4.1 of the Disclosure Schedule. The minute books, ledgers and registers, corporate seal, if any, and other corporate books and records of the Acquired Corporations are complete and correct in all material respects and have been maintained in accordance with Applicable Law.

4.2 **Bankruptcy**

None of the Acquired Corporations has: (a) filed a petition for bankruptcy protection; (b) proposed or made a general assignment for the benefit of its creditors generally; (c) had any petition for a bankruptcy (or winding up) order filed against it; (d) taken any Proceeding (and no Proceeding has been taken) to have a receiver (or administrator) appointed over any of its assets; (e) had any encumbrancer seize any of its property or had any execution or distress become enforceable or levied against any of its property; (f) passed a resolution for its liquidation; or (g) in the case of (a) – (f) above had any competent person taking any analogous steps in any jurisdiction in which the Acquired Corporations carry on business.

4.3 **Capitalization**

- (a) Section 4.3 of the Disclosure Schedule accurately sets out, for each of the Acquired Corporations: (i) its issued and outstanding share capital or equity interests which constitutes the entire issued share capital of each Acquired Corporation; (ii) its shareholders or equity holders; and (iii) a full and complete list of all other equity interests or securities and the holders thereof.
- (b) The Strata Vendors and Don Holdco 2 collectively own all of the issued and outstanding shares in the capital of Strata CAD, as further set out in Section 4.3 of the Disclosure Schedule. All of the issued and outstanding shares or equity interests in the capital of each Acquired Corporation are validly issued and outstanding as fully paid, or credited as fully paid, and non-assessable.

4.4 **Ownership of the Subsidiaries**

- (a) Strata CAD is the sole legal and beneficial owner of all of the issued and outstanding shares in the capital of Strata US and Strata UK, and Strata US is the sole legal and beneficial owner of all of the issued and outstanding equity interests of Silver LLC. All of the issued and outstanding shares or equity interests in the capital of each Subsidiary are validly issued and outstanding as fully paid, or

credited as fully paid, and non-assessable, free from all Encumbrances. The shares or other equity interests of each Subsidiary listed in Section 4.4 of the Disclosure Schedule represent all of the issued and outstanding shares in the capital of such Subsidiary.

- (b) No Acquired Corporation;
 - (i) owns, or has agreed to acquire any shares, loan capital or any other securities or interest in any Person;
 - (ii) is, or has agreed to become, a member of any partnership, unincorporated association, joint venture or consortium; or
 - (iii) has purchased, redeemed, reduced, repaid, or forfeited any of its share capital.
- (c) Other than (i) Strata CAD owning shares in Strata UK and Strata US, and (ii) Strata US owning equity interests in Silver LLC, none of the Acquired Corporations, directly or indirectly, owns or holds any shares or other ownership, equity or proprietary interest (including contingent interests) in any Person.
- (d) No Encumbrance has been granted to any Person or otherwise exists affecting the share capital of the Acquired Corporations and no commitment to create such Encumbrance has been given, nor has any Person claimed any right to such an Encumbrance.

4.5 **Authority; Binding Obligations; No Conflicts**

- (a) The execution and delivery of this Agreement and such other documents required or contemplated by this Agreement to be delivered to the Purchaser and the consummation of the Transaction have been duly authorized by all necessary corporate approvals and actions on the part of Strata CAD and will constitute valid, legal and binding obligations of Strata CAD, subject however, to limitations with respect to enforcement imposed by Applicable Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- (b) Subject to obtaining the consents and providing the notices referred to in Section 4.6 of the Disclosure Schedule, assuming the due execution and delivery by the Purchaser of this Agreement, the execution and delivery of this Agreement and the consummation of the Transaction and the performance of the obligations hereunder, does not and will not (or would not, with the giving of notice, the lapse of time, or the happening of any other event or condition) conflict with, violate or constitute a breach of or default under: (i) the Organizational Documents of any of the Acquired Corporations; (ii) any Authorization held by any of the Acquired Corporations; or (iii) any Applicable Laws by which any of the Acquired Corporations is bound or subject. Each of the Acquired Corporations has made

available complete and correct copies of its Organizational Documents to the Purchaser.

- (c) Subject to obtaining the consents and providing the notices referred to in Section 4.6 of the Disclosure Schedule, the execution, delivery or performance by the Vendors and Strata CAD under this Agreement or any Ancillary Agreement, or by any of the other Acquired Corporations under any Ancillary Agreement, will not conflict with or result in any breach, violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under, result in the payment of (or obligation to pay) any fee, penalty, consent fee or other amounts under, or result in the creation or imposition of any Encumbrance upon or the forfeiture of any property or assets of the Acquired Corporations under or with respect to any provision of the Organizational Documents of any Acquired Corporation, any Contract in respect which any of the Acquired Corporations is a party or any Applicable Law.

4.6 **Consents**

Other than as set out in Section 4.6 of the Disclosure Schedule, no Authorization, consent, approval of, or filing with or notices to, any Governmental Entity or any other Person under any Contract in respect of which any of the Acquired Corporations is a party is required in connection with the execution, delivery or performance by Strata CAD under this Agreement or any Ancillary Agreement or the consummation of any part of the Transaction.

4.7 **No Options**

There are no outstanding options, warrants, convertible debentures, securities, notes, or loans convertible or exchangeable into any equity securities of the Acquired Corporations or any purchase options, calls, rights of first refusal, rights of first offer, or other similar Contracts of any kind with respect to the shares of any of the Acquired Corporations to which any of the Acquired Corporations is a party or by which any of the Acquired Corporations is bound or has agreed to be bound. There are no voting trusts, Contracts or other agreements or understandings to which any of the Acquired Corporations is a party with respect to the ownership, disposition or voting of any of the shares of the Acquired Corporations other than pursuant to the USA.

4.8 **No Other Agreements to Purchase**

Except for the Purchaser's rights under this Agreement, no Person has any written or oral agreement, option or warrant, or any right or privilege (whether by Applicable Law or by Contract) capable of becoming such for the purchase, subscription, allotment or issuance of any of (i) the unissued shares or other securities of the Acquired Corporations; or (ii) the assets of the Acquired Corporations, and no Acquired Corporation has agreed to confer any such rights.

4.9 **Financial Statements**

- (a) Attached as Section 4.9(a) of the Disclosure Schedule are true and complete copies of the Financial Statements. The Financial Statements (i) have been prepared in accordance with ASPE, consistently applied, and, in respect of Strata UK, in

accordance with FRS 102, and comply with the requirements of the CA 2006 and all other Applicable Law and regulations in the UK and US, and (ii) truly and fairly present, the assets, liabilities and financial condition of each of the Acquired Corporations on the respective dates thereof and the results of the operations of each of the Acquired Corporations for the respective periods covered thereby; provided however, that the Interim Financial Statements are unaudited, lack footnotes and other presentation items, and are subject to normal year-end adjustments.

- (b) Each of the Acquired Corporations established and adhered to a system of internal accounting controls which is designed to provide assurance regarding the reliability of financial reporting. Within the last five (5) years, there has not been (i) any deficiency in any system of internal accounting controls used by the Acquired Corporations; (ii) any fraud, fraudulent misconduct, intentional misrepresentation, bad faith or wilful misconduct that involves any of the management or other employees of the Acquired Corporations who have a role in the preparation of Financial Statements or the internal accounting controls used by each of the Acquired Corporations; or (iii) any claim or allegation regarding any of the foregoing.

4.10 **Accounts Receivable**

All accounts receivable of the Acquired Corporations are (i) bona fide and valid receivables arising from sales actually made or services actually performed and were incurred in the Ordinary Course of Business, (ii) properly reflected in the Books and Records and balance sheets in accordance with ASPE consistently applied, FRS 102 and the CA 2006 (where applicable), and (iii) not subject to any setoffs, counterclaims, credits or other offsets, and are current and collectible and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth in the Interim Financial Statements. No Person has any Encumbrance on any accounts receivable or any part thereof, and no agreement for deduction, free goods or services, discount or other deferred price or quantity adjustment has been made by any of the Acquired Corporations with respect to any accounts receivable other than in the Ordinary Course of Business.

4.11 **Books and Records**

The Acquired Corporations have made available to the Purchaser their Books and Records. All accounting and financial Books and Records have been fully, properly and accurately kept and completed in all respects and have been kept in such a manner as to allow the Acquired Corporations to monitor their financial transactions and comply in all material respects with Applicable Law, ASPE, FRS 102 and the CA 2006 (where applicable). The Books and Records and other data and information of the Acquired Corporations are recorded, stored, maintained, operated and held (including any electronic, mechanical or photographic process, whether computerized or not) in a manner which is available to the Acquired Corporations in the Ordinary Course of Business.

4.12 **Absence of Undisclosed Liabilities; Indebtedness**

- (a) The Acquired Corporations do not have any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise), and there is no existing condition or situation which would be reasonably expected to result in any such liabilities or obligations, other than: (i) liabilities reflected or reserved against in the Financial Statements; (ii) liabilities to the extent incurred since the Latest Balance Sheet Date in the Ordinary Course of Business, none of which relate to a breach or violation of Contract or Applicable Law; and (iii) Current Liabilities to the extent included in the Closing Statement.
- (b) The Acquired Corporations do not have any liabilities for Indebtedness, in each case except as set forth on Section 4.12(b) of the Disclosure Schedule. For each item of Indebtedness, Section 4.12(b) of the Disclosure Schedule correctly sets forth the debtor, the Contract governing the Indebtedness, the principal amount of the Indebtedness, the creditor, the maturity date, and the collateral, if any, securing the Indebtedness.

4.13 **Compliance with Laws**

- (a) Except as disclosed in Section 4.13 of the Disclosure Schedule, each of the Acquired Corporations has conducted its business in compliance with all Applicable Laws. Since the Latest Balance Sheet Date, none of the Acquired Corporations has received a notice that it is in breach or violation of any Applicable Law, there are no facts that would reasonably be expected to give rise to a notice of material non-compliance by any of the Acquired Corporations with any Applicable Law.
- (b) Each Acquired Corporation has all Authorizations of any Governmental Entity required for the operation of the Business and consummation of any part of the Transaction, all of which are set out in Section 4.13 of the Disclosure Schedule. None of the Acquired Corporations have received any notice or other communication from any Governmental Entity or any other Person with respect to any actual, alleged, possible or potential violation or failure to comply with any term or requirement of any Authorization, or any proposed or possible revocation, withdrawal, suspension, cancellation, termination of, or modification to, any Authorization.

4.14 **Taxes**

Except as set out in Section 4.14 of the Disclosure Schedule:

- (a) each of the Acquired Corporations has duly filed or caused to be filed on a timely basis, subject to applicable extensions, all Tax Returns required to be filed by it, all such Tax Returns are complete and correct in all respects, and such Tax Returns reflect accurately all liability for Taxes of all of the Acquired Corporations for the periods covered thereby;

- (b) each of the Acquired Corporations has duly and timely paid all Taxes, including all instalments on account of Taxes, due and payable by it and has paid all assessments and reassessments it has received in respect of Taxes. Each of the Acquired Corporations has made full and adequate provision in the Books and Records and the Estimated Closing Statement for all Taxes which are not yet due and payable but which relate to a Pre-Closing Tax Period, and none of the Acquired Corporations has received any refund of Taxes to which it is not entitled;
- (c) no audit, investigation or other Proceeding by any Taxing Authority is currently ongoing, or, to the Knowledge of the Corporation, pending or threatened with respect to any Taxes due from or with respect to the Acquired Corporations and there are no matters under discussion, audit or appeal with any Taxing Authority. No Taxing Authority has indicated in writing that it has any intention to assert any deficiency or Proceeding for additional Taxes against the Acquired Corporations. All Tax Returns of the Acquired Corporations for taxation years ending on or before June 30, 2024 have been assessed by the relevant Taxing Authority, and there are no outstanding objections to any assessment or reassessment of Taxes for which any of the Acquired Corporations may be liable. Any Taxes assessed or reassessed have been paid and settled;
- (d) none of the Acquired Corporations has executed any waiver of any statute of limitations on the assessment or collection of Taxes with respect to the Acquired Corporations, nor requested, offered to enter into or entered into any agreement or other arrangement, or executed any agreement or waiver now in effect extending the period of time within which: (i) to assess or collect any Taxes; (ii) to file any Tax Return; or (iii) it is required to remit any Taxes or amounts on account of Taxes, with respect to any of the Acquired Corporations;
- (e) each of the Acquired Corporations has duly and timely withheld from each payment made to any Person (including, without limitation, any of its present or former employees, officers and directors, shareholders, equity holders, lenders, and to all Persons who are non-residents for the purposes of the Tax Act or the jurisdiction of the payor), all amounts required by Applicable Law to be withheld and has timely remitted (or will timely remit) such withheld amounts within the prescribed periods to the appropriate Taxing Authority and, in circumstances where such Taxes have not become due and payable, properly accrued such Taxes in its Books and Records and on the Estimated Closing Statement. Each Acquired Corporation has requested and maintained in accordance with Applicable Law all certificates or other documents required to be provided by a payee to qualify for exemption from or reduction in rate of, any withholding Taxes;
- (f) each of the Acquired Corporations has duly and timely collected all amounts on account of any sales, use, or transfer Taxes, including GST/HST and provincial, state, local or territorial sales or use Taxes, required by Applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts as and when required by Applicable Laws. Each of the Acquired Corporations has complied with all Applicable Laws relating to calculation and documentation in respect of all Tax credits and deductions that it

claimed, including with respect to input tax credits claimed pursuant to the ETA, and none of the Acquired Corporations has claimed any credit to which they would not have been entitled. Each of the Acquired Corporations has collected and maintained in accordance with Applicable Law any resale or other exemption certificate required to have been obtained from its customers necessary to comply with an exemption or reduction of any applicable sales and use Taxes;

- (g) none of the Acquired Corporations has ever been required to file any Tax Return with, and has never been liable to pay or remit any Taxes to, any Taxing Authority outside of its jurisdiction of incorporation, and no Proceeding has ever been made by a Taxing Authority in a jurisdiction where an Acquired Corporation does not file Tax Returns that such Acquired Corporation is or may be subject to taxation by that jurisdiction or that any Acquired Corporation's assets may be subject to such taxation;
- (h) none of the Acquired Corporations has acquired property or services from, or disposed of property or provided services to, a Person with whom it does not deal at arm's length (within the meaning of the Tax Act and Code section 482) for an amount that is other than the fair market value of such property or service;
- (i) each of the Acquired Corporations has complied in all respects with all transfer pricing requirements under the Applicable Laws of the jurisdictions in which the Acquired Corporations carry on business, including, where applicable, by making or obtaining records and documents in respect of a transaction that satisfy the requirements of paragraphs 247(4)(a) to (c) of the Tax Act, section 482 of the Code, and any analogous provisions of Applicable Laws;
- (j) none of the Acquired Corporations has claimed any reserve or deduction for Tax purposes if, as a result of such claim, any amount could be included in its or the Purchaser's income for a Post-Closing Tax Period. The Acquired Corporations have not made, prepared, or filed any elections, designations, or similar filings relating to Taxes, or entered into any agreement or other arrangement in respect of Taxes, that has effect for any period ending after the Closing Date;
- (k) there are no circumstances which exist and would result in, or which have existed and resulted in, the application of any of section 17, 67, 78 or sections 80 to and including section 80.04 of the Tax Act to the Acquired Corporations;
- (l) each of the Acquired Corporations is registered for purposes of the GST/HST and any Applicable Laws relating to provincial, state, local, or foreign sales or use Taxes under which it is required to register;
- (m) there are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any assets of the Acquired Corporations;
- (n) none of the Acquired Corporations is subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income Tax purposes in any jurisdiction. None of the Acquired Corporations is (or has been in the last five years), or owns (or has owned in the last five years), any interest in an

entity that is, treated as a “controlled foreign corporation” within the meaning of section 957 of the Code, a “passive foreign investment company” within the meaning of section 1297 of the Code, or a “domestic international sales corporation” within the meaning of Section 991 of the Code;

- (o) none of the Acquired Corporations is party to any Tax sharing agreement, and each of the Acquired Corporations has no liability for the Taxes of any other Person as a transferee or successor, by contract, or otherwise. No Acquired Corporation is or has ever been a member of any consolidated, combined, affiliated or unitary group of corporations for any Tax purposes and does not have any liability for Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any comparable provision of state, local or non-U.S. Law). There are no power of attorneys with respect to Taxes of any Acquired Corporation or any matter with respect to Taxes of any Acquired Corporation that will remain outstanding after the Closing;
- (p) all SRED Credits were claimed by Strata CAD in accordance with Applicable Law;
- (q) no Acquired Corporation will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in such Acquired Corporation’s method of accounting for a taxable period ending on or prior to the Closing Date or such Acquired Corporation’s use of an improper method of accounting prior to the Closing Date; (ii) “closing agreement” as described in section 7121 of the Code (or any corresponding or similar provision of state, local, foreign or other Tax Law) executed by such Acquired Corporation on or prior to the Closing; (iii) installment sale or open transaction disposition made by an Acquired Corporation on or prior to the Closing Date; (iv) prepaid amount received on or prior to the Closing by such Acquired Corporation (including, without limitation, pursuant to sections 451(c), 455 or 456 of the Code, Treasury Regulations section 1.451-5 and IRS Revenue Procedure 2004-34); (v) intercompany transactions or any excess loss account described in Treasury Regulations under section 1502 of the Code (or any corresponding provisions of state, local or non-U.S. Law); (vi) application of section 952(c)(2) of the Code, or application of section 951 of the Code with respect to income earned or recognized or payments received on or prior to the Closing Date; (vii) election under Code section 108(i); or (viii) “global intangible low taxed income” within the meaning of section 951A of the Code (or any similar provision of state, local or other Law) attributable to a period prior to the Closing. No Acquired Corporation has made any election under section 965(h) of the Code (or any similar provision of state, local or non-U.S. Law);
- (r) no Acquired Corporation has had an obligation to file an information return pursuant to section 237.3 or 237.4 of the Tax Act (or any analogous provision of Applicable Laws);
- (s) immediately after the Effective Time, the balance of the “low rate income pool”, as defined in the Tax Act, of each Acquired Corporation will be \$nil;

- (t) there are no circumstances or events that will result or have resulted in the application of section 15 of the Tax Act to any Acquired Corporation, and without restricting the generality of the above, subsection 15(2) of the Tax Act as a result of a series of loans or other transactions and repayments, and no Acquired Corporation has filed an election specified in subsection 15(2.11) of the Tax Act;
- (u) Strata CAD has complied with subsection 89(14) of the Tax Act in respect of any dividends designated, declared or reported as “eligible dividends” for the purposes of the Tax Act and has not made an “excessive eligible dividend designation” as defined in the Tax Act;
- (v) Strata CAD has not made a capital dividend election under subsection 83(2) of the Tax Act in an amount that exceeds the amount in its capital dividend account immediately before the time such dividend became (or was deemed for the purposes of the Tax Act to become) payable;
- (w) the Purchased Shares are not “taxable Canadian property” (as defined in the Tax Act) of any Vendor;
- (x) each of the Acquired Corporations has (i) duly and timely completed and filed all CEWS Returns required to be filed by it, and all such returns are complete, correct and accurate in all respects; and (ii) not made any CEWS claims to which it was not entitled;
- (y) no Acquired Corporation has participated in any “reportable transaction,” as defined under Treasury Regulations section 1.6011-4(b) or a transaction the primary purposes of which is to avoid or evade any Taxes imposed by a jurisdiction within the U.S.;
- (z) no Acquired Corporation has ever distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was intended to be governed in whole or in part by section 355 of the Code;
- (aa) no Acquired Corporation has been a United States real property holding corporation within the meaning of section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code;
- (bb) no Acquired Corporation has made an election or has had an election made for it under Treasury Regulation Section 301.7701-3(c); Strata US is and has been since its formation classified as a “C” corporation for U.S. federal tax purposes and Silver US is and has been since its formation classified as a disregarded entity for U.S. federal tax purposes. Strata US is an “accrual method” taxpayer within the meaning of section 446(c)(2) of the Code;
- (cc) no payment to be made by any Acquired Corporation to any director, officer, employee or contractor of any Acquired Corporation in connection with, or as a result of, Transactions contemplated by this Agreement would not be deductible by reason of section 280G of the Code, or any similar provision of any state, local or

non-U.S. Law, (in each case, whether or not such payment is considered to be reasonable compensation for services rendered);

- (dd) any transfer of property by any Acquired Corporation that was subject to a substantial risk of forfeiture and that would otherwise have been subject to taxation under section 83(a) of the Code is covered by a valid and timely filed election under section 83(b) of the Code, and a copy of which has been provided to such Acquired Corporation;
- (ee) each Employee Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained and is in operational and documentary compliance with section 409A of the Code and applicable guidance thereunder. No payment to be made under any such plan is, or will be, subject to any Taxes or penalties of section 409A of the Code (or similar state or non-U.S. law) and no Acquired Corporation has any obligation to indemnify or gross up any Person for any Taxes imposed under section 409A of the Code (or similar state or non-U.S. law);
- (ff) no Acquired Corporation is or has ever been a “surrogate foreign corporation” within the meaning of section 7874(a)(2) of the Code;
- (gg) no Acquired Corporation has net operating losses or other Tax attributes presently subject to limitation under sections 382, 383 or 384 of the Code, or the federal consolidated return regulations (other than limitations imposed as a result of the transactions contemplated by this Agreement);
- (hh) each Acquired Corporation has appropriately classified and treated any workers as employees or independent contractors for all Tax purposes, including as applicable under section 530 of the Revenue Act of 1978;
- (ii) none of the assets of any Acquired Corporation are “tax-exempt use property” or “tax-exempt bond financed property” in each case within the meaning of section 168(g) of Code or section 197(f)(9) intangibles” (as defined in Treasury Regulation section 1.197-2(h)(1)(i) and assuming for this purpose that the transition period ends on August 10, 1993);
- (jj) Strata CAD qualifies is a bona fide resident of Canada for any income tax treaty Canada has with the U.S. and the United Kingdom, including after application of any limitations of benefits of such treaties. No U.S. withholding Tax applies to any interest paid or accrued to Strada CAD by any Acquired Corporation formed in the U.S.; and
- (kk) No Acquired Corporation has deferred any obligation to pay Taxes for a Pre-Closing Tax Period pursuant to section 2302 of the CARES Act or any other similar Law, executive order (including the Presidential Memorandum described in IRS Notice 2020-65) enacted in connection with COVID-19 to a Tax period or portion thereof beginning after the Closing Date or applied for or received refunds pursuant to employee retention credits under section 3134 of the Code.

4.15 **Litigation**

- (a) Except as disclosed in Section 4.15 of the Disclosure Schedule, there are no (i) Proceedings by any Person (including the Acquired Corporations) or (ii) alternative dispute resolution processes, by or before (or, to the Knowledge of the Corporation, any investigation by) any Governmental Entity, pending or, to the Knowledge of the Corporation, threatened against or affecting the Acquired Corporations, their assets or the Business or any director or other Person for whose acts any Acquired Corporation may be vicariously liable, and to the Knowledge of the Corporation, there is no valid basis for any such Proceeding by or against any of the Acquired Corporations.
- (b) None of the Acquired Corporations is subject to any existing or pending judgment, order or decree entered in any Proceeding, nor has any of the Acquired Corporations settled or given any undertaking in connection with any Proceeding prior to being prosecuted in respect of it.
- (c) None of the Acquired Corporations is the plaintiff or complainant in any Proceeding.

4.16 **Condition of Assets**

All furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Acquired Corporations are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, reasonable wear and tear excepted, and none of such furniture, fixtures, machinery, equipment, vehicles 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 buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by any of the Acquired Corporations, together with all other assets of the Acquired Corporations, 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.

4.17 **Title to Assets; Stand-Alone**

- (a) Each of the Acquired Corporations is the legal and beneficial owner of record of its assets, with good and marketable title to the assets owned by it, free and clear of all Encumbrances except for Permitted Encumbrances. The assets held by the Acquired Corporations constitute all of the tangible and intangible assets that are necessary to conduct the Business after Closing in substantially the same manner as it is currently conducted.
- (b) Other than the assets disclosed on Section 4.17 of the Disclosure Schedule as being leased by the Acquired Corporations, no assets used in or useful for the operation of the Business are owned by any Person other than the Acquired Corporations. Other than the assets disclosed on Section 4.17 of the Disclosure Schedule: (i) no Person other than the Acquired Corporations owns any equipment or other tangible assets or properties situated on the Leased Real Properties (except for leasehold

improvements that are the property of the landlord in accordance with the applicable lease); and (ii) all properties and assets owned or leased by the Acquired Corporations are in their possession, subject to their control and are located on the Leased Real Properties.

4.18 **Product and Software Warranties, Condition and Merchantability**

- (a) Section 4.18(a) of the Disclosure Schedule sets forth a true and complete list of each of the products and software produced, sold or licensed by the Acquired Corporations (collectively, the “**Products**”).
- (b) Section 4.18(b) of the Disclosure Schedule contains a true, correct and complete copy of the standard warranty or warranties for sales of Products which are still outstanding and, except as stated therein, there are no warranties, commitments or obligations with respect to the return, repair, maintenance or replacement of Products.
- (c) No product liability claim has been filed or served against any of the Acquired Corporations in the last five years.
- (d) Except as set out in Section 4.18(d) of the Disclosure Schedule, none of the Acquired Corporations has been threatened, whether oral or written, with any product liability or product warranty claims by customers relating to the Products or other products previously manufactured, sold or licensed by the Acquired Corporations. To the Knowledge of the Corporation, there is no reasonable basis or ground under any Applicable Law for effecting any product liability or product warranty claim relating to, or in respect of, any Product, or any product previously manufactured, sold or licensed, by the Acquired Corporations, in the last five years. None of the Products, nor any product previously manufactured, sold or licensed by the Acquired Corporations, has been subject to a recall. To the Knowledge of the Corporation, there are no facts or circumstances that would furnish a substantial basis for a recall, withdrawal or suspension of any Products (or products previously manufactured, sold or licensed by the Acquired Corporations) or that would otherwise reasonably be expected to cause the Acquired Corporations to withdraw, recall or suspend any Products (or products previously manufactured, sold or licensed by the Acquired Corporations) from the market.
- (e) In the past three years, none of the Acquired Corporations have (i) received written notice of material non-compliance with Applicable Law received from a Governmental Entity or a Person; or (ii) been engaged in any dispute or legal proceeding relating in material part to a violation of Applicable Law by such Person and, in the case of (i) or (ii), relating to the sale, marketing or servicing of any service provided by the Acquired Corporations or Product and, to the Knowledge of the Corporation, no such claims are pending or threatened against any of the Acquired Corporations.
- (f) In the past three years, there has not been any pattern of materially false, misleading or unlawful representations, acts, practices or omissions committed, authorized or knowingly acquiesced in by any of the Acquired Corporations in connection with

the sale, production, packaging/labelling or marketing of any Product in any jurisdiction in which any such activity has taken place, including any pattern of material misrepresentation or fraud in contravention of Applicable Law and including any failure to comply in all material respects with (a) prohibitions on the use of unfair methods of competition and deceptive acts or practices relating to the advertising, sales and marketing of any Products; and (b) all applicable disclosure, filing and other requirements with respect to such Products.

4.19 **Real Property**

- (a) Section 4.19(a) of the Disclosure Schedule includes an accurate and complete list of all leases, subleases, interests in land, licenses or other occupancies of Real Property to which any of the Acquired Corporations is a party, whether oral or written and including any offers to lease or sublease (collectively, together with any and all amendments, extensions, assignments and other variations thereof and guarantees and security agreements therefor, the “**Real Property Leases**” and the Real Property leased thereunder, the “**Leased Real Property**”).
- (b) The Leased Real Property constitutes all the interests or rights over Real Property which are required to carry on the Business as it is presently being conducted. None of the Acquired Corporations owns or holds (nor has it ever owned or held within the past five years) an ownership interest in any other Real Property, nor is any Acquired Corporation party to any agreement to purchase any Real Property.
- (c) True and complete copies of the Real Property Leases have been provided to the Purchaser. The Real Property Leases constitute the entire agreements between the applicable landlords and tenants in connection with the Leased Real Property thereunder.
- (d) Assuming the due execution and delivery of the parties to the Real Property Leases other than the Acquired Corporations, each Real Property Lease constitutes a legal, valid and binding agreement, and is in full force and effect and in good standing without amendment, enforceable in accordance with its terms and, other than in respect of the reconciliation and adjustment of operating costs and Taxes, if any, in accordance with the terms of such Real Property Lease, all payments required to be made by the Acquired Corporations under each Real Property Lease have been duly paid and none of the Acquired Corporations is in default in meeting its obligations under any Real Property Lease. Each of the Acquired Corporations has, pursuant to the Real Property Leases, good and valid leasehold interests in all of the Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances.
- (e) None of the Acquired Corporations has waived, or omitted to take any action in respect of, any substantial rights under any Real Property Lease.
- (f) None of the Acquired Corporations has any claims against a landlord under any of the Real Property Leases, financial or otherwise other than in respect of the reconciliation and adjustment of operating costs and Taxes, if any, in accordance with the terms of the Real Property Leases. None of the Acquired Corporations is

currently claiming any deduction, abatement or set-off against any landlord under the Real Property Leases with respect to the obligation of the Acquired Corporation to pay rent pursuant to any Real Property Lease.

- (g) None of the Acquired Corporations has received from any landlord under any of the Real Property Leases, written notice of any default and, to the Knowledge of the Corporation, none of the landlords under the Real Property Leases is in default in performing any of its obligations thereunder. There has not occurred any event which with the passage of time or the giving of notice or both would reasonably be expected to constitute a breach of or default in the performance of any covenant, agreement or condition contained in any Real Property Leases. There is no current or, to the Knowledge of the Corporation, pending event or circumstance that would reasonably be expected to permit the termination of any of the Real Property Leases or the increase of any obligations, liabilities or restrictions of the Acquired Corporations under the Real Property Leases.
- (h) No landlord is entitled to any deduction or offset, except as set forth in the Real Property Lease with such landlord, and no landlord is entitled to receive from any of the Acquired Corporations, any contribution, either in money or in kind, on account of the construction of any improvements, except as set forth in the Real Property Lease with such landlord.
- (i) All alterations, installations, decorations, repairs, maintenance and other work required to be performed by any Acquired Corporation, as tenant, or any landlord, under the provisions of any Real Property Lease have been completed in compliance with Applicable Law and fully paid for.
- (j) None of the Acquired Corporations has (nor has it entered into any agreement to have) any loan or other advance to or from, or any security interest granted in favour of any landlord under the Real Property Leases.
- (k) Except as set out in Section 4.19(k) of the Disclosure Schedule, the terms and conditions of the Real Property Leases will not be affected by, nor will any of the Real Property Leases be in default as a result of, the entering into of this Agreement or completion of the Transaction.
- (l) If required by Applicable Law, in respect of each Real Property Lease, such lease (or a notice in respect of the lease) has been properly registered in the appropriate land registry office.
- (m) In respect of each Real Property Lease, no waiver, indulgence or postponement of a material nature of the respective landlord's obligations has been granted by any of the Acquired Corporations and, to the Knowledge of the Corporation, all of the material covenants to be performed by any other party under the Real Property Leases have been fully performed.

4.20 Environmental Matters

- (a) Each of the Acquired Corporations is, and has been during the last five years, in compliance in all material respects with all applicable Environmental Laws.
- (b) There have been no material releases or, to the Knowledge of the Corporation, material threatened releases, of substances by the Business at, on, or under the Leased Real Property, which to the Knowledge of the Corporation would, individually or in the aggregate, be reasonably likely to require remediation under applicable Environmental Laws.
- (c) Each of the Acquired Corporations has obtained and is in compliance in all material respects with all Authorizations required under Environmental Laws for the operation of the Business as currently being conducted by it at the Leased Real Property.
- (d) Section 4.20(d) of the Disclosure Schedule lists all material reports and documents relating to the environmental matters affecting the Acquired Corporations or any real property that is the subject of a Real Property Lease which are in the possession or under the control of the Acquired Corporations. Copies of all such reports and documents have been provided to the Purchaser.

4.21 Contracts

- (a) Section 4.21(a) of the Disclosure Schedule discloses all of the following Contracts (collectively with the Contracts disclosed in Section 4.26(a) of the Disclosure Schedule and the Real Property Leases, the “**Material Contracts**”) to which any of the Acquired Corporations is a party and is currently in force:
 - (i) any Contract with a supplier or vendor for the purchase of assets, materials, supplies, equipment, Software or services having an aggregate cost to the applicable Acquired Corporation of more than \$25,000;
 - (ii) any distributor, sales, advertising, or agency Contract having an aggregate cost to the applicable Acquired Corporation of more than \$25,000;
 - (iii) any trust indenture, mortgage, promissory note, loan agreement, guarantee or other Contract to which any of the Acquired Corporations is a party for the borrowing of money or a leasing transaction of the type required to be capitalized in accordance with ASPE;
 - (iv) any Contract for capital expenditures pursuant to which the Acquired Corporations reasonably expect to make future payments of more than \$25,000 or the USD or GBP equivalent in any rolling 12-month period, in the aggregate;
 - (v) any Contract for the sale of any assets having a sales price of more than \$25,000;

- (vi) any joint venture, profit or revenue sharing agreement, partnership agreement or other business combination agreement to which any of the Acquired Corporations is a party;
- (vii) any license, franchise, royalty or other agreement which relates in whole or in part to any Intellectual Property of any of the Acquired Corporations;
- (viii) any Contract containing a covenant that materially restricts the right of any of the Acquired Corporations to compete with any Person in any geographic area or any material line of business;
- (ix) any Contract containing non-solicitation, non-hire, or confidentiality provisions;
- (x) any Contracts divesting of rights in and to any Software, information technology or Intellectual Property which has been developed by or on behalf of the Acquired Corporations;
- (xi) any Contract under which any of the Acquired Corporations has granted exclusive rights to another party;
- (xii) any Contracts with third parties for research and development of Intellectual Property or information technology (including Software);
- (xiii) any Contracts with any accelerators, incubators, non-profit associations, Governmental Entities or academic institutions that provided research and development funds regarding any Intellectual Property or information technology owned or licensed by the Acquired Corporations;
- (xiv) any Contract granting to any Person a right of first refusal, a right of first offer, or any other vested or contingent right to acquire any part of the Business;
- (xv) any Contract for the purchase of Real Property;
- (xvi) any Contract with customers for the provision or licensing of any Products, Software or services having an aggregate licensing or services fee of more than \$15,000;
- (xvii) any Contract made out of the Ordinary Course of Business;
- (xviii) any Contract with any Person with whom any of the Acquired Corporations or any of the Shareholders do not deal at arm's length within the meaning of the Tax Act;
- (xix) any Contract under which any of the Acquired Corporations has guaranteed, assumed or endorsed the obligations or liabilities of any Person, whether such liabilities are accrued, absolute, contingent or otherwise, other than cheques endorsed for collection;

- (xx) any Contract that expires or may be renewed at the option of any Person other than an Acquired Corporation so as to expire more than one year after the date of this Agreement;
 - (xxi) any Contract in respect of Intellectual Property, other than non-exclusive licenses for off-the-shelf commercially available software at an annual cost of less than \$25,000 or the USD or GBP equivalent;
 - (xxii) any Contract that provides to any Person any “most favoured nation” or similar preferential pricing arrangement;
 - (xxiii) any Contract containing a liquidated damages provision; or
 - (xxiv) any outstanding written commitment to enter into any contract of the type described in subsections (i) through (xxiii) of this Section 4.21(a).
- (b) Each of the Acquired Corporations has performed all obligations required to be performed by it and is entitled to all benefits under, and is not in breach, default or violation or alleged to be in such breach, default or violation of, any Material Contract. Each of the Material Contracts is in full force and effect, unamended, and there exists no actual, alleged or anticipated default or event of default or event or condition (including the purchase of the Purchased Shares) which would with the giving of notice, the lapse of time, or both, or the happening of any other event or condition, result in a termination, breach, default or violation under any Material Contract and there are no grounds for termination, rescission, avoidance, repudiation or a material change in the terms of any such Material Contract. Complete and accurate copies of all Material Contracts have been delivered or made available to the Purchaser. No counterparty to a Material Contract has exercised any material discretionary right under any such Material Contract.
- (c) With respect to Contracts to which any of the Acquired Corporations is a party that are not Material Contracts, except for certain acts of default or breach which, in the aggregate, are not material, each of the Acquired Corporations has not violated or breached, any of the terms or conditions of any such Contract, and to the Knowledge of the Corporation, except for certain failures to perform which, in the aggregate, are not material, all the covenants to be performed by any other party to such Contracts have been fully performed.

4.22 **Material Suppliers and Customers**

- (a) Section 4.22(a) of the Disclosure Schedule sets forth the names of the 20 most significant suppliers (by fees paid or payable) of the Acquired Corporations for each of the fiscal years ended June 30, 2023 and June 30, 2024 (collectively, the “**Material Suppliers**”) and the amount for which the Acquired Corporations were invoiced during each such period in connection with each such Material Supplier. No such Material Supplier has ceased to provide, or, to the Knowledge of the Corporation, intends to cease to provide, or has changed, or intends to change, in any material respect, the terms or conditions under which it provides, services or products to any of the Acquired Corporations, or has substantially reduced, or, to

the Knowledge of the Corporation, intends to substantially reduce, the provision of such services or products at any time.

- (b) Section 4.22(b) of the Disclosure Schedule sets forth the names of the 20 most significant customers (by revenue received) of the Acquired Corporations for each of the fiscal years ended June 30, 2023 and June 30, 2024 (collectively, the “**Material Customers**”) and the amount for which the Acquired Corporations invoiced each such Material Customer during each such period. No such Material Customer has ceased to purchase, or, to the Knowledge of the Corporation, intends to cease to purchase, or to change, or has changed, in any respect, the terms or conditions under which it purchases, services or products from any of the Acquired Corporations, or has substantially reduced, or, to the Knowledge of the Corporation, intends to substantially reduce, the purchase of such services or products at any time.

4.23 Absence of Changes

Except as set out in Section 4.23 of the Disclosure Schedule, since the Latest Balance Sheet Date, none of the Acquired Corporations have:

- (a) experienced any event or condition that has had or would reasonably be expected to have a Material Adverse Effect;
- (b) consummated any material transactions with respect to the Business, other than transactions occurring in the Ordinary Course of Business, having a value in excess of \$30,000 or the USD or GBP equivalent;
- (c) experienced any destruction, damage to, or loss of any tangible asset of any of the Acquired Corporations (whether or not covered by insurance) having a value in excess of \$10,000 or the USD or GBP equivalent;
- (d) made any material changes in accounting principles, methods or practices, other than as required by Applicable Law, FRS 102 or ASPE;
- (e) declared any distribution or dividend in respect of the shares of any of the Acquired Corporations other than distributions and dividends of cash that will have been paid in full on or prior to Closing;
- (f) removed or received a notice of resignation from any auditor or director or terminated any officer or other senior employee or changed any material terms of conditions of employment or other remuneration of any officer or management level employee;
- (g) split, combined or reclassified any of its shares, or issued, granted, repriced, redeemed, retired, repurchased or otherwise acquired shares in its capital, or granted any options, warrants, or rights with respect to shares in its capital or bonds, debentures, notes or other corporate security, or reserved, declared, made or paid any dividend, or made any other distributions or appropriations of profits or capital;

- (h) amended its Organizational Documents;
- (i) entered into any termination, notice, severance or change of control agreement with any of its shareholders, directors, officers, employees, consultants or other service providers;
- (j) (i) except as required pursuant to the terms of (A) Contracts that existed on the Latest Balance Sheet Date, each of which has been disclosed to the Purchaser, or (B) Employee Plans, increased or committed to increase the salary, bonus or other compensation or benefits payable or provided, or to become payable or provided, to any of its respective current or former officers, directors, employees or consultants, other than such increases that do not exceed \$50,000 or the USD or GBP equivalent annually in the aggregate, or (ii) established, entered into, terminated or made any amendment or modification of any Employee Plan (other than as required under Applicable Law);
- (k) acquired, sold or transferred any material asset except (i) distributions of cash or cash equivalents to any of the Shareholders and (ii) acquisitions, sales or transfers effected in the Ordinary Course of Business;
- (l) received notice that it is, or given notice to any third party alleging that it is, in default or breach of any Material Contract, nor have the Acquired Corporations experienced any termination, cancellation or acceleration, of any Material Contract to which any of the Acquired Corporations is a party or by which it or any of its material properties or assets is bound;
- (m) made or assumed any commitment, obligation or liability which is outside the Ordinary Course of the Business consistent with past practice;
- (n) granted to any customer or supplier any special allowance or discount, or changed its pricing, credit or payment policies, other than in the Ordinary Course of Business;
- (o) made or discharged any loan or advance to, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligations of any Person outside the Ordinary Course of the Business consistent with past practice;
- (p) cancelled or reduced any of its insurance coverage, or received notice thereof or of non-renewal or increase in premium from the underwriters or brokers;
- (q) failed to settle in accordance with the payment procedures and timescales normally observed by any of the Acquired Corporations any Indebtedness incurred in the Ordinary Course of Business;
- (r) waived or released any Claim;
- (s) factored or discounted any of its accounts receivable or engaged in financing of a type which would not need to be shown or reflected in the Financial Statements or waived any right of set-off it may have against any third party;

- (t) compromised or settled any Proceeding or other governmental action;
- (u) terminated, entered into, amended or otherwise modified in any material respect any Material Contract;
- (v) received any written notice of any Proceeding against or investigation by any Governmental Entity;
- (w) to the Knowledge of the Corporation, incurred any safety violations under Applicable Laws;
- (x) delayed or postponed the payment of trade payables or changed working capital practices;
- (y) made, changed or revoked any material election concerning Taxes outside the Ordinary Course of Business consistent with past practice, amended any Tax Returns, changed in any material respect any of its methods of reporting income, deductions or accounting for Tax purposes except as required by Applicable Laws, settled any material Tax claim or assessment or reassessment, or consented to any extension or waiver of the limitation period applicable to or relating to any material Tax claim, assessment or reassessment;
- (z) established, entered into, terminated or made any material amendment or modification to any hedging Contracts, including any foreign exchange contracts, commodity hedging contracts, interest rate swaps or other derivative instruments;
or
- (aa) entered into any Contract to take any of the actions described in the preceding Sections 4.23(a) through 4.23(z).

4.24 **Banking Information**

Section 4.24 of the Disclosure Schedule sets forth (a) the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Acquired Corporations maintain safety deposit boxes, chequing, savings and any other accounts of any nature and (b) the names of all Persons authorized to draw on, make withdrawals from or have access to each such account.

4.25 **Powers of Attorney**

- (a) There are no powers of attorney in force given by the Acquired Corporations to a third party.
- (b) No Person, as agent or otherwise, is entitled or authorized to bind or commit the Acquired Corporations to any obligation other than directors and officers of the Acquired Corporations in accordance with the Organizational Documents of the Acquired Corporations.

4.26 **Employees; Independent Contractors; Workers**

- (a) Section 4.26(a) of the Disclosure Schedule sets out:
- (i) each Contract for the employment, engagement or retainer of any employee or independent contractor or Worker employed by, or engaged in, the operation of the Business or otherwise employed or engaged by any of the Acquired Corporations and any amendments thereto;
 - (ii) any outstanding Contract or commitment providing for severance, termination pay, pay in lieu of notice or similar payments, in each case in excess of statutory requirements, to any employee or independent contractor engaged by any of the Acquired Corporations,

or, to the extent that the Contracts specified in Sections 4.26(a)(i) to 4.26(a)(ii) are unwritten, a description of the material terms of such Contract.

- (b) Except as disclosed in Section 4.26(b) of the Disclosure Schedule there are no severance, termination, compensation, change of control, employment, retention or other Contracts with current or former employees or Workers of any of the Acquired Corporations providing for cash or other compensation, benefits or acceleration of benefits that is a result of the consummation of, or relating to, the Transaction, including a change of control of any of the Acquired Corporations.
- (c) Section 4.26(c) of the Disclosure Schedule contains, insofar as disclosing such data is not prohibited by Applicable Law, a correct and complete list of each employee, whether actively at work or not, their names, salaries, wages, commissions, bonus arrangements, benefits, positions, ages, status as full-time or part-time employees, location of employment, length of service with the applicable Acquired Corporation and whether they are subject to a written employment Contract. Section 4.26(c) of the Disclosure Schedule contains for each such employee their annual vacation entitlement in days, their accrued and unused vacation days as of October 27, 2024, any other annual paid time off entitlement in days and their accrued and unused days of such other paid time off as of October 27, 2024.
- (d) Section 4.26(d) of the Disclosure Schedule contains, insofar as disclosing such data is not prohibited by Applicable Law, a correct and complete list of each Worker, independent contractor or consultant engaged by any of the Acquired Corporations including their names, consulting fees, any other forms of compensation or benefits, and whether they are subject to a written Contract. Each Worker, independent contractor, agent or consultant of any of the Acquired Corporations has been properly classified by such Acquired Corporation as an independent contractor or Worker and none of the Acquired Corporations has received any notice from any Governmental Entity disputing such classification.
- (e) Section 4.26(e) of the Disclosure Schedule contains, insofar as such data is disclosable pursuant to Applicable Laws, details of all employees who are on secondment, maternity, paternity or other statutory leave, or who are absent due to ill-health or for any other reason.

- (f) Each of the Acquired Corporations has complied with all Applicable Laws relating to employment and labour matters, whether or not legally binding and whether arising under contract, statute, at common law, in equity, under treaties or laws of the European Union, the US or otherwise, including any provision thereof relating to wages, hours of work, vacation pay, holiday pay, sick pay, maternity pay, paternity pay, redundancy pay, overtime pay, immigration, fair labour standards, collective bargaining, pay equity, discrimination, post-termination healthcare continuation coverage, human rights, unemployment insurance, workers' compensation insurance, employee visa and work permit requirements, reimbursement of expenses and occupational health and safety.
- (g) Each officer and each management level employee is in compliance in all material respects with, and, to the Knowledge of the Corporation, has not breached or violated (as applicable), the terms of his or her employment Contract with the applicable Acquired Corporation.
- (h) None of the Acquired Corporations is a party to or bound by, nor do any of the Acquired Corporations have any liability with respect to, any Collective Agreement and no trade union, council of trade unions, employee bargaining agency, staff, association, staff council, works council, information and consultation body or affiliated bargaining agent or other work representative holds bargaining rights with respect to any of the employees or Workers by way of certification, interim certification, voluntary recognition, or succession rights, or has applied or, to the Knowledge of the Corporation, threatened, to apply to be certified as the bargaining agent of any employee.
- (i) No strike, work stoppage, slowdown, lockout, unfair labour practice charge, employee labour grievance, disciplinary or dispute, is before any provincial labour relations board or tribunal or similar labour activity or dispute affecting any of the Acquired Corporations has occurred during the past three years, is pending, or, to the Knowledge of the Corporation, is threatened, and none of the Acquired Corporations has in the past five years engaged, or currently is engaging, in any unfair labour practices in respect of its current and former employees or Workers and their employment or engagement. To the Knowledge of the Corporation, there are no current union organization activities involving any employees.
- (j) No Person has applied to have any of the Acquired Corporations declared a common or related employer pursuant to Applicable Law.
- (k) Each of the Acquired Corporations is in compliance with all terms and conditions of employment or engagement of each employee or Worker.
- (l) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation and none of the Acquired Corporations has been reassessed in any material respect under such legislation during the past three years and no audit of any of the Acquired Corporations is currently being performed pursuant to any applicable workplace safety and insurance legislation. There are no Proceedings or

potential Proceedings which may adversely affect the Acquired Corporations' accident cost experience in respect of the Business.

- (m) All Orders and inspection reports under applicable occupational health and safety legislation (“**OHSA**”) and EHS Laws have been provided to the Purchaser. There are no charges against any of the Acquired Corporations pending under OHSA or EHS Laws. Each of the Acquired Corporations has complied in all material respects with any Orders issued under OHSA and EHS Laws and there are no appeals of any Orders under OHSA or EHS Laws currently outstanding.
- (n) None of the Acquired Corporations is currently employing, or planning to employ, any worker pursuant to a work permit or labour market impact assessment opinion confirmation. No audit by a Governmental Entity is being conducted, or, to the Knowledge of the Corporation, pending, in respect of any foreign workers.
- (o) None of the Acquired Corporations has offered, promised or agreed to any future variation of the terms of employment or engagement of any employee or Worker or made an offer of employment or engagement that is outstanding for acceptance, or has been accepted but not yet commenced.

4.27 **Employee Plans**

- (a) Section 4.27(a) of the Disclosure Schedule contains a true and complete list and description of all Employee Plans. None of the Acquired Corporations is a party to or bound by, nor do any of the Acquired Corporations have any liability with respect to, any Employee Plans other than those listed in Section 4.27(a) of the Disclosure Schedule.
- (b) No Employee Plan contains a “defined benefit provision” (as that term is defined in the Tax Act). No Employee Plan provides a supplemental pension benefit. Each Employee Plan that is a funded plan is fully funded on a going concern basis and solvency basis in compliance with Applicable Law and pursuant to the actuarial assumptions and methodology utilized in the most recent actuarial valuation therefore.
- (c) None of the Acquired Corporations are a party to a multi-employer pension plan as defined by the US Code of Federal Regulations (26 CFR § 1.414(f)-1) or has any liability to make any contributions to an Employee Plan subject to Title IV of ERISA.
- (d) All amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days, lump sum, death, ill-health, disability, accident benefits and benefits under the Employee Plans have either been paid or are accurately reflected in the Books and Records.
- (e) All current obligations of the Acquired Corporations in respect of each Employee Plan (including obligations in respect of auto enrolment, the making or payment of contributions, benefits, costs, and premiums, as applicable) have been satisfied or accrued in the Books and Records, and, other than routine claims for benefits, no

such Employee Plan is subject to any material pending Proceeding initiated by any Person and no notices, fines or other sanctions have been received in respect of any Employee Plan or any non-compliance.

- (f) All Employee Plans administered by the Acquired Corporations have been established, administered, communicated and invested in accordance with Applicable Laws including, in respect of Strata UK, its auto-enrolment obligations as required by the Pensions Act 2008 and associated legislation. Section 4.27(f) of the Disclosure Schedule lists the employees who have delivered opt-out forms to Strata UK with respect to such employee's enrollment in the pension scheme for Strata UK. None of the Acquired Corporations has, nor has any of its agents or delegates, breached any fiduciary obligation with respect to the administration or investment of any Employee Plan.
- (g) None of the Acquired Corporations has made any promise, proposal or commitment, whether legally binding or not, to modify or change any existing Employee Plan that would discriminate against or affect any employee, subject to the requirements of Applicable Laws.
- (h) No Employee Plan is or is intended to be a "registered pension plan", a "deferred profit sharing plan", a "retirement compensation arrangement", a "registered retirement savings plan", a "pooled registered pension plan", or a "tax free savings account" as such terms are defined or described in the Tax Act.
- (i) All Employee Plans providing health and welfare benefits are fully insured. No insurance policy or any other agreement affecting any Employee Plan requires or permits a retroactive increase in contributions, premiums or other payments due under such insurance policy or agreement.
- (j) There are no participating employers in the Employee Plans other than the Acquired Corporations.
- (k) None of the Employee Plans provides benefits, including death or medical benefits (whether or not insured), with respect to employees or the beneficiaries or dependants of employees or former employees beyond retirement or other termination of service, other than coverage required by Applicable Law, or death or retirement benefits under any Pension Plan.
- (l) Subject to the requirements of Applicable Laws, no provision of any Employee Plan or of any agreement, and no act or omission of the Acquired Corporations, in any way limits, impairs, modifies or otherwise affects the right of any of the Acquired Corporations to unilaterally amend or terminate any Employee Plan, and no commitments to improve or otherwise amend any Employee Plan have been made.
- (m) Only current or former employees (or the spouses, dependents, survivors or beneficiaries thereof) are entitled to participate in the Employee Plans.

- (n) None of the Acquired Corporations intends to terminate the employment of any officer or management-level employee and, to the Knowledge of the Corporation, no officer or management-level employee presently intends to leave the employ of, or terminate his or her employment with, the applicable Acquired Corporation, whether as a result of the Transaction or otherwise.
- (o) The execution and delivery of, and performance by the Vendors of this Agreement and the consummation of the Transaction will not: (i) accelerate the time of payment or vesting under any Employee Plan; (ii) result in an obligation to fund (through a trust or otherwise) any compensation or benefits under any Employee Plan; (iii) increase any amount payable under any Employee Plan; or (iv) result in the acceleration of any other material obligation pursuant to any Employee Plan.
- (p) There have been no claims or allegations of harassment, including sexual harassment or criminal allegations against any officer, director or employee (or any former officer, director or employee during the course of such person's engagement with an Acquired Corporation) of the Acquired Corporations. None of the Acquired Corporations has entered into any settlement agreements related to allegations of sexual harassment or misconduct by an officer, director or employee (or any former officer, director or employee) of the Acquired Corporations.
- (q) Each Employee Plan within the meaning of Section 3(3) of ERISA complies with, and has been operated in accordance with all Applicable Laws, including ERISA and the Code and no Acquired Corporation has any liability for a fine, penalty, excise Tax or damage with respect to, or arising from, the operation of such employee plan. Each Employee Plan intended by an Acquired Corporation to be qualified under section 401(a) of the Code is so qualified.

4.28 **COVID-19**

Section 4.28 of the Disclosure Schedule contains a true, correct and complete list of each of the business support measures or government programs (including any supplemental employment plan or wage subsidy program) that any of the Acquired Corporations has applied for with any Governmental Entity as a result of the COVID-19 pandemic (each a "**COVID Program**"), including the date of the application and status of the application. Each of the Acquired Corporations has performed all of the obligations required to be performed by it in all material respects and is entitled to all benefits pursuant to such COVID Program. There exists no actual or, to the Knowledge of the Corporation, alleged or anticipated default or event of default or event or condition which would with the giving of notice, the lapse of time, or both, or the happening of any other event or condition, result in (i) any of the Acquired Corporations no longer being eligible for the relevant COVID Program, or (ii) a breach, default or violation of any Applicable Law related to the relevant COVID Program by any of the Acquired Corporations.

4.29 **Intellectual Property**

- (a) Section 4.29(a) of the Disclosure Schedule lists, as of the date hereof, all registered Intellectual Property and all applications for registered intellectual property owned by any of the Acquired Corporations, including any and all patents, patent applications, registered trademarks and trademark applications, registered

copyrights and copyright applications, industrial design applications and registrations, domain names, social media accounts, business names and handles (collectively, the “**Registered Intellectual Property**”). Section 4.29(a) of the Disclosure Schedule also lists: (i) all Intellectual Property that is licensed by any of the Acquired Corporations and all Contracts relating to such licensed Intellectual Property (including Software licensed by the Acquired Corporations); and (ii) all Software owned by any of the Acquired Corporations.

- (b) Except as set forth in Section 4.29(b) of the Disclosure Schedule, all Registered Intellectual Property is in good standing and in full force and effect. Each of the Acquired Corporations owns all right, title and interest in and to, or has the valid right to use, free and clear of all Encumbrances (other than Permitted Encumbrances and encumbrances arising pursuant to Contracts set forth in Section 4.29(b) of the Disclosure Schedule) all Intellectual Property (including the Registered Intellectual Property) that is used in the Business (the “**Corporation Intellectual Property**”). Except as set Section 4.29(b) of the Disclosure Schedule, none of the Acquired Corporations is a party to or bound by any Contract that limits or impairs any Acquired Corporation’s ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Corporation Intellectual Property.
- (c) The Acquired Corporations have put in place adequate measures to protect the confidentiality of their confidential information and trade secrets and have required all employees and other Persons with access to such confidential information of the Acquired Corporations to execute or abide by Contracts requiring them to maintain the confidentiality of such information and use of any such information only for the benefit of the Acquired Corporations. Except as set forth in Section 4.29(c) of the Disclosure Schedule, all employees and contractors who contributed to the Corporation Intellectual Property have executed Contracts that: (i) assigned to the Acquired Corporations all rights, title and interest in and to all inventions, discoveries, developments, researches, improvements or trade secrets that related to their employment and have waived all their moral rights in favour of the Acquired Corporations with respect to same; and (ii) covenanted to keep confidential all of such confidential information. Except as otherwise set forth in Section 4.29(c) of the Disclosure Schedule, no individuals employed, working or engaged by any of the Acquired Corporations has contributed to the Corporation Intellectual Property of the Acquired Corporations.
- (d) Except as set forth in Section 4.29(d) of the Disclosure Schedule, none of the Acquired Corporations has granted a license or any right to any Person to use the Corporation Intellectual Property.
- (e) To the Knowledge of the Corporation, no Intellectual Property owned by or licensed to any of the Acquired Corporations is being infringed by any other Person.
- (f) Except as described in Section 4.29(f) of the Disclosure Schedule, the operation of the Business does not infringe upon the Intellectual Property rights of any Person. Except as set forth in Section 4.29(f) of the Disclosure Schedule, none of the Acquired Corporations has received any written notice from a third Person

claiming: (i) infringement by the Acquired Corporations of any Intellectual Property owned by any third Person; (ii) adverse ownership or invalidity of any Corporation Intellectual Property; or (iii) any obligation on the Acquired Corporations to pay any royalty, fee, compensation or any sum, or to any moral rights under the Copyright, Designs and Patents Act 1988 or any broadly equivalent rights that might arise in any territory in the world, and none of the Acquired Corporations has received notice of any claim and is not aware of any Proceedings or circumstances that may give rise to legal proceedings, in respect of any of the foregoing.

- (g) To the Knowledge of the Corporation, neither (i) the operations of the Acquired Corporations as conducted in the past or as currently conducted, including the operation of the Business and including the Acquired Corporations' design, development, manufacture, use, reproduction, display, marketing and sale of any Products or services (including Software), nor (ii) the Corporation Intellectual Property infringes or misappropriates any Intellectual Property rights of any third party or constitute unfair competition or trade practices under the Applicable Law of any jurisdiction.
- (h) Except as set forth in Section 4.29(h) of the Disclosure Schedule, none of the Acquired Corporations has received any written or oral, offer of a license or any charge, complaint, claim, demand, release or notice (A) alleging or implying that any of the Acquired Corporations has infringed, misappropriated or violated any Intellectual Property rights of any third party (including any claim that any Acquired Corporation must license or refrain from using any Intellectual Property of any third party in order to avoid infringement, misappropriation or violation), or (B) contesting or seeking to deny or restrict or otherwise concerning the validity, use, ownership, registrability or enforceability of any Corporation Intellectual Property. No valid basis or other facts or circumstances exist for any such Proceeding.
- (i) Except as disclosed in Section 4.29(e) of the Disclosure Schedule, in the past five years, there have been no self-audits or third party audits conducted or requested to be conducted on the any Acquired Corporation's compliance with usage limitations or other restrictions or requirements contained in any software licenses, and each of the Acquired Corporations is in compliance in all material respects with such limitations, restrictions and requirements.
- (j) Except as set forth on Section 4.29(j) of the Disclosure Schedule, no funding or facility of any Governmental Entity, university, college, other educational institution or research center was used in the development of any Corporation Intellectual Property. To the Knowledge of the Corporation, no current or former employee, contractor or consultant who was involved in, or contributed to, the creation or development of any Corporation Intellectual Property has performed services for any Governmental Entity or a university, college or other educational institution or research center during a period of time during which such employee, contractor or consultant was also involved in, or contributing to, the creation or development of any material Corporation Intellectual Property.

- (k) Except as set forth on Section 4.29(k) of the Disclosure Schedules, none of the Acquired Corporations are required to pay any royalty or make any other form of payment to any Person (including any Governmental Entity) to allow the use, licensing, assignment or transfer of any Corporation Intellectual Property.
- (l) Section 4.29(l) of the Disclosure Schedule sets forth a correct and complete list of all Software that is distributed as Open Source Software or under a similar licensing or distribution model that has been used with, incorporated into and/or distributed with any Software of the Acquired Corporations or any Products or services of any of the Acquired Corporations in any way. Except as specifically described in Section 4.29(l) of the Disclosure Schedule, the Acquired Corporations have not used Open Source Software in any manner that would or could impose any limitation, restriction or condition on the right of an Acquired Corporation to use or distribute any of the Software or any of its Products or services, other than including attribution information. Each Acquired Corporation is in full compliance with each Open Source Software License for which the Acquired Corporation has incorporated or distributed Open Source Software subject to such license in any Acquired Corporation Software.
- (m) Except as set forth on Section 4.29(m) of the Disclosure Schedule, no Software, Product or service of the Acquired Corporations (including any Software, Product or service of the Acquired Corporations currently under development) contains, is linked to or otherwise uses any Copyleft Software.
- (n) Except as set forth on Section 4.29(n) of the Disclosure Schedule, none of the Acquired Corporations has, nor, have any of their employees, independent contractors or consultants, used Open Source Software in whole or in part in the former or current development of any part of the Corporation Intellectual Property, nor licensed or distributed to any third party any combination of Open Source Software and Corporation Intellectual Property in a manner that may (i) require, or condition the use or distribution of any Corporation Intellectual Property on, the disclosure, licensing or distribution of any source code for any portion of such Corporation Intellectual Property, or (ii) otherwise impose any limitation, restriction or condition on the right or ability of the Acquired Corporations to distribute or enforce any Corporation Intellectual Property in any manner.

4.30 **Information Technology, Privacy and CASL**

- (a) Other than as set forth on Section 4.30(a) of the Disclosure Schedule, all Software used by each of the Acquired Corporations: (i) conforms in all material respects with all specifications, representations, warranties and other descriptions established by each of the Acquired Corporations; (ii) is operative for its intended purpose free of any material defects or deficiencies and does not contain any Self-Help Code, Unauthorized Code, or similar programs; (iii) has been upgraded as necessary so that it is fully functional in every material respect on currently available platforms. All copies of source and object codes for all such Software are complete and correct except for minor deviations that would not have an adverse effect on the function or use of any of such Software or cause such Software to

malfunction. No Person other than the Acquired Corporations possesses a copy, in any form (print, electronic or otherwise), of any source code for such Software, and all such source code is in the sole possession of the Acquired Corporations and has been maintained strictly confidential. None of the Acquired Corporations have any obligation to afford any Person access to any such source code. The Acquired Corporations are in possession of all other material relating to the Software used in the Business, including installation and user documentation, engineering specifications, flow charts and know-how, reasonably necessary for the use, maintenance, enhancement, development and other exploitation of such Software as used in, or currently under development for, the Business.

- (b) The IT Assets are fully operational, fulfill the purposes for which they were acquired or developed, have security, back-ups in place and support for hardware and Software support, maintenance and trained personnel which are sufficient in all material respects for the current needs of the Business. The Acquired Corporations have adequate security plans, procedures and facilities and have taken reasonable steps consistent with industry standards to safeguard the availability, security and integrity of the IT Assets and all data and information stored thereon, including from unauthorized access and infection by Unauthorized Code. Each Acquired Corporation has maintained in the Ordinary Course of Business all required licenses and service contracts, including the purchase of a sufficient number of license seats for all Software, with respect to the IT Assets.
- (c) Each Acquired Corporation is in compliance with all of confidentiality obligations under each Contract to which such Acquired Corporation is a party.
- (d) No Acquired Corporation has experienced any Security Breaches or Security Incidents, and to the Knowledge of the Corporation there has not been any written or oral notices or complaints from any Person regarding such a Security Breach or Security Incident. To the Knowledge of the Corporation, no Acquired Corporation has received any written or oral complaints, claims, demands, inquiries or other notices, including a notice of investigation, from any Person (including any Governmental Entity or self-regulatory authority or entity) regarding any Acquired Corporation's processing of Personal Information or compliance with Privacy and Security Requirements or that would trigger a notification or reporting requirement under any agreement or any Applicable Privacy Laws related to the collection, retention, use, Processing, disclosure or security of Personal Information.
- (e) Each Acquired Corporation is and has been for the last three years in compliance with all applicable Privacy and Security Requirements. Each Acquired Corporation has a valid and legal right (whether contractually, by Applicable Law or otherwise) to access, use, retain, Process or disclose all Personal Information that is Processed by or on behalf of such Acquired Corporation in connection with the use or operation of its Business. The execution, delivery, or performance of this Agreement and the consummation of the Transaction will not violate any applicable Privacy and Security Requirements or result in or give rise to any right of termination or other right to impair or limit any Acquired Corporation's rights to

own or Process any Personal Information used in or necessary for the conduct of the Business.

- (f) Each Acquired Corporation has implemented Privacy Policies as required by applicable Privacy and Security Requirements, and each such Acquired Corporation is in compliance with all such Privacy Policies.
- (g) Each Acquired Corporation has implemented reasonable and adequate physical, organizational and technological safeguards and measures designed to protect Personal Information in their possession or control from unauthorized access by any Person, including each Acquired Corporation's employees and contractors, and to ensure compliance with all applicable Privacy and Security Requirements. Each Acquired Corporation maintains backups of all data used to conduct the Business at a reasonable frequency.
- (h) Other than as set forth on Section 4.30(h) of the Disclosure Schedule each Acquired Corporation is, and has at all times been, in compliance with CASL and any and all other applicable anti-spam legislation in respect of commercial electronic messages sent by, and on behalf of, such Acquired Corporation, or sent by such Acquired Corporation on behalf of third parties.
- (i) None of the Acquired Corporations has received any complaints from any Person pertaining to CASL compliance, and have received no inquiries, requests for information or other correspondence from any Governmental Entity relating to CASL compliance.
- (j) Each Acquired Corporation has obtained all necessary consents with respect to the computer programs it has, in the course of commercial activity, installed or caused to be installed on any other Person's computer system, within the meaning of CASL.
- (k) Each Acquired Corporation has complied with all data subject requests, including any requests for access to Personal Information, the cessation of specified processing activities or the rectification or erasure of any Personal Information, in each case in accordance with the Privacy and Security Requirements, and there are no such requests outstanding at the date of Closing.
- (l) In relation to any websites or social media accounts operated by or on behalf of the Acquired Corporations:
 - (i) the Acquired Corporations is the current registrant and user of all domain names that direct users to that website and has not sold, transferred, licensed, charged or otherwise encumbered any domain names, or allowed any domain names to be used by any third party;
 - (ii) the Acquired Corporations is registered as the owner of, or otherwise entitled to solely administer or control, that social media account and has not sold, transferred, licensed, charged or otherwise encumbered any social

media account or allowed any social media account to be used by any third party; and

- (iii) none of the Acquired Corporations has committed any breaches, and is currently not in breach, of any agreement with the registrar of any domain name, or the owner or provider of any social media account.

4.31 **Transactions with Related Parties**

Except as set out in Section 4.31 of the Disclosure Schedule, no current or former (within the past five (5) years) officer, director, employee or shareholder of any of the Acquired Corporations, or any Affiliate of any of them or any Person not acting at arm's length with any of them (within the meaning of the Tax Act) or any Person in respect of which any of them are a director, officer, employee, consultant or hold a direct or indirect financial interest other than holding, as a passive investor, not more than 2% of the issued and outstanding shares of a publicly traded company (collectively, "**Related Parties**"): (a) has entered into, or is presently a party to, any Contract, commitment, transaction or other business relationship with any of the Acquired Corporations; (b) has any interest in any material property, assets or rights used in the conduct of the Business; or (c) owes, or is owed, any amount to or from the Acquired Corporations (excluding employee compensation). All Contracts binding upon or affecting any of the Acquired Corporations with Related Parties have been entered into on an arm's length basis (within the meaning of the Tax Act).

4.32 **No Brokers**

Except as disclosed in Section 4.32 of the Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of any of the Acquired Corporations.

4.33 **Insurance**

- (a) Each Acquired Corporation maintains fire (with extended risk and casualty coverage), liability, business interruption, use and occupancy and other forms of insurance with reputable and sound insurers covering such Acquired Corporation's property and assets and protecting the Business in such amounts and against such losses and claims as are, generally maintained for comparable businesses and properties.
- (b) Section 4.33 of the Disclosure Schedule lists all insurance policies covering the assets, Business, employees, officers and directors of the Acquired Corporations, as well as all pending claims under such insurance policies and all claims made under any such insurance policies by the Acquired Corporations in the past three years. All such policies are currently in full force and effect and nothing has been done or omitted to be done by the Acquired Corporations which would make any policy of insurance void or voidable. All sums falling due in respect of premiums on such policies of insurance have been paid. None of the Acquired Corporations has failed to give any notice or present any claim under any of such insurance policies in due and timely fashion.

- (c) There is no material claim by any of the Acquired Corporations pending under any of the policies referenced above as to which coverage has been denied or disputed by the carriers of such insurance, other than for general reservations of rights. No notice of cancellation or non-renewal with respect to, nor disallowance of any claim under, any of such insurance policies has been received by any Acquired Corporation. There are no circumstances or occurrences that would or might form the basis of any material increase in premiums for the current insurance coverage maintained by any Acquired Corporation, other than due to an increase in coverage or the number of employees or scope or amount of work covered thereby.

4.34 **Anti-Corruption; Anti-Money Laundering and Anti-Bribery**

Each of the Acquired Corporations has not (nor, to the Knowledge of the Corporation, have any of their officers, directors, agents, distributors, employees or any other Person associated with or acting on their behalf) directly or indirectly:

- (a) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made any unlawful payment to foreign or domestic government officials or employees or made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment for the purpose of: (a) influencing any act or decision of a governmental official in his or her official capacity; (b) inducing such governmental official to do, or omit to do, any act in relation to his or her lawful duty; (c) securing any improper advantage; or (d) inducing such governmental official to influence or affect any act or decision of any Governmental Entity, or taken any action which would cause it to be in violation of any anti-corruption or anti-bribery laws including but not limited to the Bribery Act 2010 in respect of Strata UK, or the United States Foreign Corrupt Practices Act of 1977, as amended; or
- (b) violated, and the Vendors' execution and delivery of and performance of its obligations under this Agreement will not violate, any Applicable Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money-laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or licences issued thereunder, in each case to which any of the Acquired Corporations is subject.

4.35 **Sanctions**

- (a) Each of the Acquired Corporations is in compliance, and has in the past three years been in compliance, with all applicable Sanctions Laws in all material respects.
- (b) None of the Acquired Corporations is (nor, to the Knowledge of the Corporation, any of the its officers, directors, agents, distributors, current or former employees or any other Person associated with or acting on their behalf), currently a Sanctions Target or is located, organized, or resident in a country or territory that is a Sanctions Target, in each case with respect to applicable Sanctions Laws.

- (c) At no time during the five year period ending on the date of this Agreement has any of the Acquired Corporations (nor, to the Knowledge of the Corporation, any of its officers, directors, agents, distributors, current or former employees or any other Person associated with or acting on their behalf), been the subject of current, pending, or, to the Knowledge of the Corporation, threatened investigation, inquiry or enforcement proceedings for violations of applicable Sanctions Laws, or violated or received any notice, request, or citation for any actual or potential noncompliance with applicable Sanctions Laws.
- (d) At no time during the five year period ending on the date of this Agreement has any of the Acquired Corporations (nor, to the Knowledge of the Corporation, any of its officers, directors, agents, distributors, current or former employees or any other Person associated with or acting on their behalf) engaged in any direct or indirect dealings or transactions in or with a Sanctions Target under applicable Sanctions Laws.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES RELATED TO THE VENDORS

Each of the Vendors severally represents and warrants to the Purchaser, subject to such exceptions as are disclosed in the Disclosure Schedule, and acknowledges that, the Purchaser is relying on the representations and warranties contained in this Article 5 in connection with its entry into this Agreement and completion of the Transaction herein:

5.1 Authority; Binding Obligations; No Conflicts

- (a) Such Vendor that is not an individual is duly organized, validly existing and in good standing in the jurisdiction of its constitution. Such Vendor has the power and authority to enter into this Agreement, each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of each of this Agreement and such other documents required or contemplated by this Agreement to be delivered to the Purchaser by such Vendor and the consummation of the Transaction have been duly authorized by all necessary action on the part of such Vendor. This Agreement constitutes a valid and binding obligation of such Vendor enforceable against it in accordance with the terms hereof, subject however, to limitations with respect to enforcement imposed by Applicable Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- (b) Subject to obtaining the consents and providing the notices referred to in Section 4.6 and assuming the due execution and delivery by the Purchaser of this Agreement, the execution and delivery of this Agreement by such Vendor, the consummation of the Transaction and the performance by such Vendor of its obligations hereunder does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) conflict with, violate or constitute a breach of or default under: (i) the Organizational Documents of such Vendor; (ii) any Authorization held by such Vendor; (iii) any Applicable

Laws by which such Vendor is bound or subject; or (iv) any Contracts to which such Vendor is bound.

5.2 **Share Ownership**

Other than pursuant to the USA, there are no voting trusts or other agreements or understandings to which such Vendor is a party with respect to the ownership, disposition or voting of any of the Purchased Shares.

5.3 **Bankruptcy**

Such Vendor has not: (a) filed a petition for bankruptcy protection; (b) proposed or made a general assignment for the benefit of its creditors generally; (c) had any petition for a bankruptcy (or winding up) Order filed against it; (d) taken any Proceeding (and no Proceeding has been taken) to have a receiver (or administrator) appointed over any of its assets; (e) had any encumbrancer seize any of its property or had any execution or distress become enforceable or levied against any of its property; (f) passed a resolution for its liquidation; or (g) in the case of (a) – (f) above had any competent person taking any analogous steps in any jurisdiction in which the Vendor carries on its business.

5.4 **Title to Shares**

- (a) Such Vendor is the beneficial and legal owner of record of the Purchased Shares set forth opposite such Vendor's name on Schedule 2.1, free and clear of all Encumbrances other than pursuant to the USA.
- (b) The Purchased Shares held by such Vendor constitute all of the Vendor's direct and indirect equity interests in the Acquired Corporations and Don Holdco 1, as applicable, whether issued or unissued, and such Vendor is transferring good and valid title to the Purchaser of the Purchased Shares held by such Vendor, free and clear of all Encumbrances other than pursuant to the USA. Such Vendor has the absolute and exclusive right to sell the Purchased Shares held by such Vendor to the Purchaser as contemplated by this Agreement.
- (c) Such Vendor has not at any time granted, and there are no outstanding, purchase options, compensatory equity or equity-linked interests, calls, rights of first refusal, rights of first offer, or other similar Contracts of any kind with respect to any Purchased Shares held by it to which such Vendor is a party or by which such Vendor is bound. There are no voting trusts or other agreements or understandings to which such Vendor is a party with respect to the ownership, disposition or voting of the Purchased Shares held by it other than pursuant to the USA.

5.5 **Resident of Canada**

Other than as disclosed in Section 5.5 of the Disclosure Schedule, such Vendor is not a "non-resident" of Canada within the meaning of the Tax Act.

5.6 **Litigation**

No Proceedings of any nature are pending or threatened against such Vendor or any of its assets which would reasonably be expected to affect the completion of the Transaction.

5.7 **No Brokers**

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

5.8 **Anti-Corruption and Anti-Bribery**

Such Vendor has not, directly or indirectly, used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made any unlawful payment to foreign or domestic government officials or employees or made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment for the purpose of: (a) influencing any act or decision of a governmental official in his or her official capacity; (b) inducing such governmental official to do, or omit to do, any act in relation to his or her lawful duty; (c) securing any improper advantage; or (d) inducing such governmental official to influence or affect any act or decision of any Governmental Entity, or taken any action which would cause it to be in violation of any anti-corruption or anti-bribery laws including but not limited to the Bribery Act 2010.

5.9 **Sanctions**

- (a) Such Vendor is not and no Affiliate of such Vendor is currently a Sanctions Target or is located, organized, or resident in a country or territory that is a Sanctions Target.
- (b) At no time during the five (5) year period prior to the date hereof has such Vendor, or any of its Affiliates, been the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Sanctions Laws, or violated or received any notice, request, or citation for any actual or potential noncompliance with Sanctions Laws.
- (c) At no time during the five (5) year period prior to the date hereof has such Vendor, or any of its Affiliates, engaged in any direct or indirect dealings or transactions in or with a Sanctions Target.

5.10 **Consents**

No Authorization, consent, approval of, or filing with or notices to, any Governmental Entity or any other Person under any Contract in respect of which any of such Vendor is a party is required in connection with the execution, delivery or performance by the Vendor under this Agreement or any Ancillary Agreement or the consummation of any part of the Transaction by such Vendor.

5.11 **Withholding Taxes**

Such Vendor is not subject to any Proceeding that requires withholding Taxes to be made by Purchaser with respect to any Consideration received by such Vendor pursuant to this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES RELATED TO THE DON HOLDCOS

Don represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on the representations and warranties contained in this Article 6 in connection with its entry into this Agreement and completion of the Transaction herein:

6.1 **Organization of the Don Holdcos**

Each Don Holdco is duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation. Each Don Holdco has the power, authority and capacity to own or lease its property and to carry on the business as currently being conducted by it. The minute books, ledgers and registers, corporate seal, if any, and other corporate books and records of the Don Holdcos are complete and correct in all material respects and have been maintained in accordance with Applicable Law.

6.2 **Capitalization**

- (a) Schedule 6.2 accurately sets out, for each Don Holdco: (i) its issued and outstanding share capital or equity interests which constitutes the entire issued share capital of each Don Holdco (the “**Don Holdco Shares**”); (ii) its shareholders or equity holders; and (iii) a full and complete list of all other equity interests or securities and the holders thereof.
- (b) Don owns all of the issued and outstanding shares in the capital of Don Holdco 1 and Don Holdco 1 owns all of the issued and outstanding shares in the capital of Don Holdco 2, in each case, free and clear of all Encumbrances. All of the issued and outstanding shares or equity interests in the capital of each Don Holdco are validly issued and outstanding as fully paid, or credited as fully paid, and non-assessable.

6.3 **Authority; No Conflicts**

Assuming the due execution and delivery by the Strata Vendors, Strata CAD and the Purchaser of this Agreement, the execution and delivery of this Agreement and the consummation of the Transaction and the performance of the obligations hereunder, does not and will not (or would not, with the giving of notice, the lapse of time, or the happening of any other event or condition) conflict with, violate or constitute a breach of or default under: (i) the Organizational Documents of either Don Holdco; (ii) any Authorization held by either Don Holdco; (iii) any Applicable Laws by which either Don Holdco is bound or subject; or (iv) any Contract in respect which either Don Holdco is a party. Don has made available complete and correct copies of the Organizational Documents for each Don Holdco to the Purchaser.

6.4 **Title to Shares**

There are no outstanding purchase options, calls, rights of first refusal, rights of first offer, or other similar Contracts of any kind with respect to the Don Holdco Shares to which Don, or either Don Holdco is a party or by which Don or either Don Holdco is bound. There are no voting trusts or other agreements or understandings to which Don or either Don Holdco is a party with respect to the ownership, disposition or voting of any of the Don Holdco Shares.

6.5 **Don Holdcos Operations; No Liabilities or Obligations**

Since the date of their incorporation, neither Don Holdco has carried on any business or conducted any operations other than acquiring and holding ownership (directly or indirectly) in the Strata CAD. Don Holdco 1 has not at any time owned any assets other than the shares of Don Holdco 2. Don Holdco 2 has not at any time owned any assets other than the Strata CAD Shares. No dividends have been declared or paid (or deemed for the purposes of the Tax Act to have been paid) on the Don Holdco Shares, and no dividends have been received (or deemed for the purposes of the Tax Act to have been received) by either Don Holdco. Except as set forth in Schedule 6.5, neither Don Holdco 1 nor Don Holdco 2 has incurred any liabilities of any kind or nature whatsoever. There are no Proceedings ongoing, pending, or threatened against either Don Holdco before any Governmental Entity. Neither Don Holdco is subject to any outstanding judgment, Order or decree of any court or other Governmental Entity. Neither Don Holdco is a party to, and has never been a party to, any Contract. Neither Don Holdco has ever employed any employees or, except as set forth in Schedule 6.5, engaged any consultants. Both Don Holdcos have, at all times, complied with Applicable Law.

6.6 **Don Holdcos Taxes**

- (a) Each Don Holdco has duly filed or caused to be filed on a timely basis, subject to applicable extensions, all Tax Returns that it has been required to file under Applicable Law and all such Tax Returns are complete and correct in all material respects. Each Don Holdco has duly and timely paid all Taxes, including all instalments on account of Taxes, due and payable by it.
- (b) All Taxes which such Don Holdco is obligated to deduct, collect or withhold have been deducted, collected, withheld and remitted to the appropriate Taxing Authority.
- (c) No audit, investigation or other Proceeding by any Taxing Authority is currently ongoing, pending or threatened with respect to any Taxes due from or with respect to either Don Holdco and there are no matters under discussion, audit or appeal with any Taxing Authority.
- (d) Neither Don Holdco has executed any waiver of any statute of limitations on the assessment or collection of Taxes, nor requested, offered to enter into or entered into any agreement or other arrangement, or executed any agreement or waiver now in effect extending the period of time within which: (i) to assess or collect any Taxes; (ii) to file any Tax Return; or (iii) it is required to remit any Taxes or amounts on account of Taxes.

- (e) Neither Don Holdco has ever been required to file any Tax Return with, or has ever been liable to pay any Taxes to, any Taxing Authority outside of Canada or to any provincial or territorial Taxing Authority outside the Province of British Columbia, and no claim has ever been made by a Taxing Authority in a jurisdiction where either Don Holdco does not file Tax Returns that any Don Holdco is or may be subject to taxation by that jurisdiction.
- (f) There are no Encumbrances for Taxes upon, or pending, against or threatened against any assets of either Holdco.
- (g) Neither Don Holdco is subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income tax purposes in any jurisdiction.
- (h) Neither Don Holdco is a party to any tax sharing agreement, and neither Don Holdco has any liability for the Taxes of any other Person as a transferee or successor, by Contract, or otherwise.
- (i) Neither Don Holdco has acquired property from, or disposed of any property to, a Person with whom it does not deal at arm's length (within the meaning of the Tax Act) for an amount that is other than its fair market value.
- (j) None of Don, Don Holdco 1 and Don Holdco 2 is a non-resident of Canada for the purposes of the Tax Act.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES RELATED TO THE PURCHASER

The Purchaser represents and warrants to the Vendors as follows, and acknowledges that, the Vendors and Strata CAD are relying on the representations and warranties contained in this Article 7 in connection with their entry into this Agreement and completion of the Transaction herein:

7.1 Organization of the Purchaser

The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario. The Purchaser has the full corporate power and authority to own or lease its properties and to carry on its business as now being conducted by it and is duly qualified or authorized to do business.

7.2 Authority; Binding Obligations; No Conflicts

- (a) The Purchaser has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of each of this Agreement and such other documents required or contemplated by this Agreement to be delivered by the Purchaser and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with the terms hereof, subject however, to

limitations with respect to enforcement imposed by Applicable Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

- (b) Assuming the due execution and delivery by the Vendors of this Agreement, the execution and delivery of this Agreement by the Purchaser, the consummation of the Transaction and the performance by the Purchaser of its obligations hereunder does not and will not conflict with, violate or constitute a breach of or default under (i) the Organizational Documents of the Purchaser, (ii) any Authorization held by the Purchaser, (iii) any Applicable Laws by which the Purchaser is bound or subject, or (iv) any Contracts to which the Purchaser is bound, in each case in a manner that would affect the Purchaser's ability to complete the Transaction.

7.3 **Consents**

Except for the conditional approval of the Toronto Stock Exchange with respect to the issuance of the Purchaser Consideration Shares, no Authorization, consent, approval of, or filing with or notices to, any Governmental Entity or any other Person is required in order for the Purchaser to consummate the Transaction.

7.4 **Litigation**

There are no actions, suits or proceedings pending, or, to the knowledge of the Purchaser, threatened against or relating to the Purchaser which challenge the validity or enforceability of this Agreement or seek to enjoin or prohibit consummation of the transactions contemplated hereby. The Purchaser is not subject to any Order of any Governmental Entity which would materially impair the Purchaser's ability to perform its obligations under this Agreement or consummate the Transaction.

7.5 **Sufficient Funds**

The Purchaser has sufficient available funds to pay the cash portion of the Consideration due on Closing. The Purchaser has no reason to believe that (a) it will be unable to consummate the transactions contemplated by this Agreement due to the unavailability of funds on the Closing or (b) it will be unable to make payment of any Post-Closing Payments Amount.

7.6 **Anti-Money Laundering and Anti-Corruption**

The Consideration which will be advanced by the Purchaser to the Vendors hereunder: (a) have not been and will not be derived from or related to any activity that is deemed criminal under the laws of Canada, the U.S. or any other jurisdiction; and (b) have not been and will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) and *Terrorist Financing Act* (Canada) ("PCMLA"). The Purchaser acknowledges that the Acquired Corporations or the Vendors may in the future be required by Applicable Laws to disclose the Purchaser's name and other information relating to this Agreement, and the Purchaser's purchase of the Purchased Shares hereunder, on a confidential basis, under the PCMLA.

ARTICLE 8
CLOSING DELIVERIES

8.1 Closing Deliveries of the Vendors

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

- (a) certificates evidencing the Purchased Shares, to the extent the Purchased Shares are evidenced by certificates, and duly executed transfer powers of attorney with respect to such Purchased Shares;
- (b) a certificate from an officer of Strata CAD, certifying: (i) the resolutions of Strata CAD authorizing the entering into of this Agreement and the Ancillary Agreements to which it is a party and the transfer of the applicable Purchased Shares to the Purchaser as provided for herein; (ii) the Organizational Documents of Strata CAD in effect as of the Closing; and (iii) the names, positions and signatures of the directors and officers authorized to sign agreements on behalf of Strata CAD;
- (c) a certificate from an officer of each of the Acquired Corporations, other than Strata CAD, certifying: (i) the Organizational Documents of such Applicable Corporation in effect as of the Closing; and (ii) the names, positions and signatures of the directors and officers authorized to sign agreements on behalf of such Acquired Corporation;
- (d) a certificate from an officer of Don Holdco 1, certifying: (i) the resolutions authorizing the transfer of the applicable Purchased Shares to the Purchaser as provided for herein; (ii) the Organizational Documents of Don Holdco 1 in effect as of the Closing; and (iii) the names, positions and signatures of the directors and officers authorized to sign agreements on behalf of Don Holdco 1;
- (e) a certificate from an officer of Don Holdco 2, certifying: (i) the Organizational Documents of Don Holdco 2 in effect as of the Closing; and (ii) the names, positions and signatures of the directors and officers authorized to sign agreements on behalf of Don Holdco 2;
- (f) resignations, dated as of the Closing Date, of the directors and applicable officers, managers and employees of each Acquired Corporation and each Don Holdco, along with mutual releases by each director, officer, manager and employee, as applicable, in favour of the applicable Acquired Corporations and each Don Holdco and such directors, officers, employees and managers;
- (g) the Restrictive Covenants Agreements, duly executed by each of Clint Schick, Don and Peter Smith;
- (h) evidence of the acceleration and cancellation of the Corporation Options or evidence that none of the Corporation Options shall have been exercised prior to Closing;

- (i) a certificate of compliance, good standing or status with respect to each Acquired Corporation and each Don Holdco, in each case issued by the governing body of the jurisdiction of organization of such Acquired Corporation or Don Holdco as of a date not more than three (3) Business Days prior to the Closing;
- (j) the Escrow Agreement, duly executed by the Vendors' Representative;
- (k) payout letters and, if applicable, Encumbrance release documentation ("**Payout Letters**") relating to the repayment of any and all Indebtedness required to be paid at Closing from the applicable creditor;
- (l) the Organizational Documents, minute books, ledgers and registers, corporate seal, and other corporate records of each Acquired Corporation and the Don Holdcos;
- (m) a copy of the virtual data room entitled "Strata Health" as of the date that is not more than three (3) days prior to Closing;
- (n) receipt of all consents and delivery of all notices referred to in Section 4.6 of the Disclosure Schedules;
- (o) termination and release of all Contracts between any of the Acquired Corporations and Ziegler;
- (p) Strata UK's authentication code for the Registrar of Companies; and
- (q) a certificate from each of Strata US and Strata Silver conforming to the requirements of Treasury Regulations Section 1.1445-2(c)(3); and
- (r) all other documents required to be delivered by the Acquired Corporations pursuant to this Agreement or any Ancillary Agreement or that are reasonably necessary to give effect to the Transaction.

8.2 **Closing Deliveries of the Purchaser**

At the Closing, the Purchaser shall deliver or cause to be delivered to the legal counsel of Strata CAD (as of prior to Closing) all of the following:

- (a) a certified copy of the resolution of the Purchaser authorizing the entry into this Agreement and each Ancillary Agreement to which it is a party and the completion of the Transaction;
- (b) a certificate of status of the Purchaser as of a date not more than three (3) Business Days prior to the Closing;
- (c) the Escrow Agreement, duly executed by the Purchaser and the Escrow Agent;
- (d) the Restrictive Covenants Agreements, duly executed by the Purchaser and each Acquired Corporation;

- (e) the mutual releases referenced in Section 8.1(f), duly executed by the applicable Acquired Corporation;
- (f) evidence, to the satisfaction of Strata CAD, acting reasonably, of Toronto Stock Exchange conditional approval in respect of the issuance of any Purchaser Consideration Shares;
- (g) a letter from the Purchaser to Strata UK confirming that it is a registrable legal entity (within the meaning of section 790C of the CA 2006) in relation to Strata UK;
- (h) the satisfaction of the Consideration pursuant to Section 2.4(a); and
- (i) all other documents required to be delivered by the Purchaser pursuant to this Agreement or any Ancillary Agreement or that are reasonably necessary to give effect to the Transaction.

ARTICLE 9
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

9.1 Survival of Representations and Warranties

- (a) Except in the case of fraud, the representations and warranties of the Vendors and Strata CAD contained in Article 4 and Article 5, shall terminate at Closing and shall not survive after the Closing Date. From and after the Closing Date, except in the case of fraud, the Purchaser shall not have any recourse against the Vendors with respect to such representations or warranties.
- (b) All representations and warranties contained in Article 6 shall survive Closing indefinitely.
- (c) Except in the case of fraud by the Purchaser, the representations and warranties of the Purchaser contained in Article 7, shall terminate at Closing and shall not survive after the Closing Date. From and after the Closing Date, except in the case of fraud by the Purchaser, the Vendors shall not have any recourse against the Purchaser with respect to such representations or warranties.
- (d) Notwithstanding the foregoing or anything to the contrary, nothing in this Agreement will prevent or limit a party's rights or remedies (i) under Article 10; (ii) under Section 13.7 to obtain an injunction to prevent breaches of this Agreement or to enforce specifically the terms and provisions hereof, (iii) in connection with the enforcement of the parties' rights under Article 3 or Schedule 2.4(b), (iv) in connection with fraud by a Vendor, Strata CAD or the Purchaser, as applicable; or (v) any covenant or agreement of the parties that, by its terms or otherwise, contemplates performance after the Closing Date, all of which covenants and agreements will survive the Closing Date.
- (e) The parties acknowledge and agree that this Agreement is a "business agreement" under section 22(5) of the *Limitations Act*, 2022 (Ontario) and the parties have

expressly agreed in this Section 9.1 to vary the limitations periods prescribed by the *Limitations Act*, 2022 (Ontario).

ARTICLE 10
INDEMNIFICATION

10.1 Indemnity by the Vendors

Subject to the terms and conditions of this Article 10, each of the Vendors shall severally indemnify, defend and hold harmless the Purchaser Indemnified Parties from and against any and all Damages, without duplication, incurred, sustained or suffered by the Purchaser Indemnified Parties (or any of them) as result of, in connection with, arising out of, with respect to or based upon:

- (a) fraud in respect of the representations and warranties contained in Article 4 and Article 5;
- (b) any breach or non-fulfilment of any covenant or agreement on the part of such Vendor, Strata CAD (as to any covenant or agreement to be fulfilled prior to Closing), or the Vendors' Representative contained in this Agreement;
- (c) any Pre-Closing Taxes (in each case, to the extent that such Taxes were not specifically reflected on the Closing Statement or as the same may be otherwise adjusted and finally determined pursuant to Article 3);
- (d) any Transaction Expenses or Closing Indebtedness (to the extent not specifically reflected on the Closing Statement or as the same may be adjusted and finally determined pursuant to Article 3);
- (e) any claim by any employee or former employee of any of the Acquired Corporations, or any other Person, in respect of, in connection with, arising out of, or related to, the Management Amount, save and except to the extent such claim directly and solely relates to the failure of the Purchaser to comply with its obligations pursuant to Section 1.5(b) of Schedule 2.4(b); and
- (f) any claim by Ziegler in respect of, in connection with, arising out of, or related to, the Ziegler Agreement, save and except to the extent such claim directly and solely relates to the failure of the Purchaser to comply with its obligations pursuant to Section 1.5(a) of Schedule 2.4(b).

10.2 Indemnity by Don

Subject to the terms and conditions of this Article 10, Don shall indemnify, defend and hold harmless the Purchaser Indemnified Parties from and against any and all Damages, without duplication, incurred, sustained or suffered by the Purchaser Indemnified Parties (or any of them) as result of, in connection with, arising out of, with respect to or based upon:

- (a) the representations and warranties contained in Article 6;

- (b) any Taxes of either Don Holdco with respect to a Pre-Closing Tax Period or the portion, as determined in accordance with Section 11.3(b), of any Straddle Period ending on or before the Closing Date; and
- (c) any liabilities of any kind or nature whatsoever or any indebtedness of either Don HoldCo, in respect of, in connection with, arising out of, or related to, any period of time prior to the Closing.

10.3 **Indemnity by the Purchaser**

Subject to the terms and conditions of this Article 10, the Purchaser shall indemnify, defend and hold harmless the Vendor Indemnified Parties from and against any and all Damages, without duplication, incurred by the Vendor Indemnified Parties (or any of them) as result of, in connection with, or arising out of any breach or non-fulfilment of any covenant or agreement by the Purchaser contained in this Agreement.

10.4 **Limitations on Indemnification**

- (a) The aggregate maximum liability of each Vendor under Section 10.1 shall not exceed 100% of its pro rata share of the Consideration set out beside such Vendor on the Consideration Allocation Schedule and actually received by such Vendor.
- (b) For greater certainty, the limitations set forth in Section 10.4(a) shall not apply with respect to any indemnification claims under Section 10.2.
- (c) The limitations in this Section 10.4 will have no effect on the ability of the Purchaser to make any claims under the RWI Policy.

10.5 **Set-Off**

Each of the Purchaser Indemnified Parties are entitled to set-off any Damages subject to indemnification under this Agreement against any amounts payable by any Purchaser Indemnified Parties to any of the Vendors, from time to time, under this Agreement (including the Earnout Amounts).

10.6 **Characterization of Indemnity Payments**

Any indemnification payments made pursuant to this Agreement will be considered, to the extent permissible under Applicable Law, as adjustments to the Consideration for all purposes and the Vendors and the Purchaser shall report such payment on such basis on their respective Tax Returns.

10.7 **Recovery from Vendors**

Any Purchaser Indemnified Party entitled to indemnifiable Damages or other amounts payable to a Purchaser Indemnified Party pursuant to Section 10.1 or Section 10.2 shall be obligated to first seek recovery under the RWI Policy to the extent that the RWI Policy provides coverage for such claims and then may seek recovery against the Vendors directly only to the extent coverage under the RWI Policy is denied, exhausted, or is otherwise unavailable (including as a result of the application of any retention amount). Each Vendor agrees to reasonably co-operate and respond

promptly to any reasonable requests by the Purchaser and/or RWI Insurer with respect to any claims for coverage under the RWI Policy.

ARTICLE 11 **COVENANTS**

11.1 Vendors Release of Claims

- (a) For good and valuable consideration, each Vendor on its own behalf and on behalf of its Affiliates, heirs, personal and legal representatives, successors and permitted assigns (the “**Vendor Releasers**”) hereby unconditionally and irrevocably waives, releases and forever discharges each of the Acquired Corporations of and from any and all claims, actions, causes of action, suits, debts, proceedings and demands of any kind or nature whatsoever, whether at law or in equity, absolute or contingent, liquidated or unliquidated, known or unknown (collectively, the “**Claims**”), that such Vendor Releasers, or any of them, ever had, now has or hereafter shall or may have for or by reason of, or in any way arising out of or relating to the Vendor having been a shareholder or lender of an Acquired Corporation.
- (b) Nothing in Section 11.1(a) shall constitute a release of any rights or obligations arising (i) under this Agreement or in connection with the Transaction; (ii) under any of the applicable Ancillary Agreements; or (iii) for the avoidance of doubt, in respect a Vendor Releaser in his or her capacity of having acted as a director or officer of an Acquired Corporation.
- (c) Each Vendor further covenants and agrees, and to the fullest extent permitted by Applicable Law, not to commence, join, assist or aid in any manner whatsoever the making of any claim or the bringing of any Proceeding against the Acquired Corporations or the Purchaser based upon any of the Claims that are released pursuant to Section 11.1(a).

11.2 Don Release of Claims

- (a) For good and valuable consideration, Don on his own behalf and on behalf of his Affiliates, heirs, personal and legal representatives, successors and permitted assigns (the “**Don Holdco Releasers**”) hereby unconditionally and irrevocably waives, releases and forever discharges each Don Holdco of and from any and all Claims, that such Don Holdco Releasers, or any of them, ever had, now has or hereafter shall or may have for or by reason of, or in any way arising out of or relating to Don having been a shareholder or lender of an Acquired Corporation.
- (b) Nothing in Section 11.2(a) shall constitute a release of any rights or obligations arising under: (i) this Agreement or in connection with the Transaction; or (ii) any of the applicable Ancillary Agreements.
- (c) Don further covenants and agrees, and to the fullest extent permitted by Applicable Law, not to commence, join, assist or aid in any manner whatsoever the making of any claim or the bringing of any Proceeding against either Don Holdco or the

Purchaser based upon any of the Claims that are released pursuant to Section 11.2(a).

11.3 **Taxes**

- (a) The Purchaser, at the sole cost and expense of the Vendors, will cause to be prepared and filed on a timely basis the Tax Returns required to be filed by each Acquired Corporation for any Pre-Closing Tax Period which have not been filed at the Closing Date, in a manner consistent with past practices of the Acquired Corporations, except as required by Applicable Law (the “**Acquired Corporations Pre-Closing Tax Returns**”). Peter Smith shall provide reasonable assistance and cooperation, as requested by the Purchaser, in connection with the Acquired Corporations Pre-Closing Tax Returns. The Purchaser shall provide a draft of any Acquired Corporations Pre-Closing Tax Return to the Vendors’ Representative no later than thirty (30) Business Days prior to its due date (taking into account any valid extensions of time to file), the Vendors’ Representative shall have the right to review and comment on such Acquired Corporation Pre-Closing Period Tax Return, and the Purchaser shall reflect any reasonable changes thereto requested by the Vendors’ Representative. To the extent that any Taxes are payable in respect of a Pre-Closing Tax Period that were not specifically identified in the Closing Statement, the Vendors shall promptly pay such amounts to the Purchaser. Amounts paid by the Vendors pursuant to this Section 11.3(a) will be treated as an adjustment to the Consideration.

- (b) Don, at his sole cost and expense, will cause to be prepared and filed on a timely basis the Tax Returns required to be filed by each Don HoldCo for any Pre-Closing Tax Period which have not been filed at the Closing Date, in a manner consistent with past practices of the Don Holdcos, except as required by Applicable Law (the “**Don Holdcos Pre-Closing Tax Returns**” and together with the Acquired Corporation Pre-Closing Period Tax Returns, the “**Pre-Closing Tax Returns**”). Don shall provide a draft of any Don Holdcos Pre-Closing Tax Return to the Purchaser no later than thirty (30) Business Days prior to its due date (taking into account any valid extensions of time to file), the Purchaser shall have the right to review and comment on such Don Holdcos Pre-Closing Period Tax Return, and Don shall reflect any reasonable changes thereto requested by the Purchaser. To the extent that any Taxes are payable in respect of a Pre-Closing Tax Period that were not specifically identified in the Closing Statement, Don shall promptly pay such amounts to the Purchaser. Amounts paid by the Vendors pursuant to this Section 11.3(b) will be treated as an adjustment to the Consideration.

- (c) The Purchaser shall prepare all other Tax Returns of each Tax Covenant Corporation, including all Tax Returns for a Straddle Period required to be filed by any Tax Covenant Corporation after the Closing Date (the “**Straddle Period Tax Returns**”). Each such Straddle Period Tax Return will be prepared in a manner consistent with the Tax Covenant Corporations past practice except as otherwise required by Applicable Law. Peter Smith shall provide reasonable assistance and cooperation, as requested by the Purchaser, in connection with the Straddle Period Tax Returns. The Purchaser shall submit each such Straddle Period Tax Return to

the Vendors' Representative at least fifteen (15) Business Days prior to the due date for the filing of such Straddle Period Tax Return (taking into account any valid extensions of time to file), the Vendors' Representative and each of the Vendors shall have the right to review and comment on such Straddle Period Tax Returns and the Purchaser shall reflect any reasonable changes thereto requested by the Vendors' Representative. In respect of any Straddle Period, the portion of such Taxes allocable to the Vendors shall be (i) in the case of any Taxes, other than Taxes based upon or related to income or receipts, or franchise Taxes, or Taxes based on capitalization, debt or shares of stock authorized, issued or outstanding, or ad valorem Taxes, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the day before the Closing Date and the denominator of which is the number of days in the entire Straddle Period, and (ii) in the case of any Tax based upon or related to income or receipts, or franchise Taxes, or Taxes based on capitalization, debt or shares of stock authorized, issued or outstanding, or ad valorem Taxes, be deemed equal to the amount which would be payable if the relevant Straddle Period ended as of the end of the day before the Closing Date. To the extent a tax liability is shown on such a return that is allocable to the Vendors pursuant to this Section 11.3(c), the Vendors will deliver promptly such amount to Purchaser. Amounts paid by the Vendors pursuant to this Section 11.3(c) shall be treated as an adjustment to the Consideration.

- (d) Each party will retain all Tax Returns and related records and materials of the Tax Covenant Corporations for the Tax periods first ending after the Closing Date and for all prior Tax periods until the expiration of the applicable statute of limitations (and, to the extent the other party reasonably requests, any extensions thereof) for the Tax periods to which the Tax Returns and other records and materials relate, and abide by any applicable record retention agreements entered into with any Governmental Entity. Thereafter, the party holding such Tax Returns or related records or materials may dispose of them provided that such party shall give the other party notice prior to doing so, and, if the other Party so requests, allow the other party to take possession or make copies of such Tax Returns or related records or materials.
- (e) Except as required by Applicable Law, the Tax Covenant Corporations shall not, without the prior written consent of the Vendors' Representative (which consent shall not be unreasonably withheld, conditioned or delayed), amend, file, refile or otherwise modify, or cause or permit the Tax Covenant Corporations to amend, refile or otherwise modify, any Tax Return, or take any other action or do any other such thing that would result in an extension or waiver of any statute of limitations period applicable to any claim or assessment with respect to Taxes (including any carryback of any Tax attributes), of or relating to the Tax Covenant Corporations with respect to any Pre-Closing Tax Period. For the avoidance of doubt, nothing in this Section 11.3(e) shall prevent the Purchaser or a Tax Covenant Corporation from amending any Tax Return for purposes of carrying back any net operating loss, non-capital loss or other Tax attribute or other relief incurred or generated in a Post-Closing Tax Period, or for undertaking any voluntary disclosure proceeding with respect to Taxes included in the US Sales Tax Liability.

- (f) If any Governmental Entity, pursuant to Applicable Law, is entitled to take collection action in respect of a Proceeding relating to Taxes of any Tax Covenant Corporation with respect to a Pre-Closing Tax Period (a “**Tax Proceeding**”), notwithstanding the defense relating thereto, the Strata Vendors, and/or Don, as applicable, shall pay or cause to be paid such amount that is subject to such collection action (the “**Prepaid Amount**”) to the Purchaser within the time prescribed by Applicable Law. In the event such Proceeding is subsequently settled in accordance with the terms of a settlement or final non-appealable judgment, the Purchaser shall promptly reimburse to the applicable Vendors the lesser of: (i) the Prepaid Amount and any interest received from the Governmental Entity thereon (net after-Tax); and (ii) the Prepaid Amount less the final amount of Tax due pursuant to such Tax Proceeding in accordance with the terms of such settlement or final non-appealable judgment.
- (g) If, at any time, any Tax Covenant Corporation receives an assessment, a reassessment, an indication in writing that an assessment or reassessment is being considered or proposed or any other notice in writing relating to an amount which could give rise to a claim against the Vendors under this Agreement (an “**Assessment**”), the Purchaser shall cause such Tax Covenant Corporation to deliver to the Vendors’ Representative within fifteen (15) Business Days of receiving the Assessment, a copy of the Assessment, together with a statement setting out the obligations of such Tax Covenant Corporation, on the assumption that the Assessment is valid and binding.
- (h) The Vendors’ Representative shall have the right, at its own expense and employing counsel of its own choice, to contest any Assessment which relates solely to one or more amounts which could give rise to a claim against the Vendors under this Agreement, provided that (i) Purchaser shall have the right to participate in such contest at its own expense, (ii) the Vendors’ Representative shall keep Purchaser reasonably and timely informed with respect to the commencement, status and nature of such contest, (iii) the Vendors’ Representative shall consider any reasonable comments proposed by Purchaser that are related to the defence of such contest, and (iv) the Vendors’ Representative shall not settle any Assessment without the prior written consent of the Purchaser (not to be unreasonably conditioned, withheld or delayed).
- (i) Any refunds, credits or overpayments of any Taxes of an Acquired Corporation (in cash or applied to reduce Taxes payable in a taxable period beginning after the Closing Date), relating to a Pre-Closing Tax Period of an Acquired Corporation, but excluding, for greater certainty, any Taxes included in the US Sales Tax Liability and any such amount resulting from the carryback of a loss or other Tax attribute or other relief incurred or generated in a Post-Closing Tax Period (a “**Refund**”), shall be for the account of the Vendors to the extent such Refund is attributable to (A) Taxes paid by or on behalf of an Acquired Corporation on or before the Closing Date, (B) Taxes of an Acquired Corporation indemnified by the Vendors under this Agreement, or (C) Taxes of an Acquired Corporation reflected on the Closing Statement. The amount of such Refund (in each case, including any interest received with respect thereto, and net of any Taxes and reasonable out-of-

pocket costs of the Purchaser or the Acquired Corporation attributable to such Refund), if received by the Purchaser or an Acquired Corporation or applied to reduce Taxes of the Purchaser or an Acquired Corporation, shall be payable by way of wire transfer of immediately available funds to the Paying Agent within fifteen (15) Business Days of receipt thereof (or, in the case of any such credit, the filing of the applicable Tax Return where such credit is applied to reduce Taxes otherwise payable in a Post-Closing Tax Period) for further distribution to the Vendors. An amount payable pursuant to this Section 11.3(i) shall be treated as an adjustment to the Consideration, subject to Applicable Law. For the avoidance of doubt, this Section 11.3(i) is solely intended to provide for payment by the Purchaser to the Vendors on account of distinct and readily identifiable receipts of Refunds in cash (including Tax credits that effectively increase cash) and shall not be interpreted as requiring the Purchaser (or the Acquired Corporations) to make any payment to the Vendors on account of any Tax attributes, including Tax loss carry forward or any Tax basis, even though the parties acknowledge such attributes may decrease the liability of the Acquired Corporations for Taxes arising in a Post-Closing Tax Period.

- (j) If, as a consequence of a final determination by a Governmental Entity or court from which no appeal may be taken (a “**Final Determination**”), the amount in respect of a Refund paid to the Vendors pursuant to Section 11.3(i) is subsequently reduced (through reduction in the amount of any refund or related interest, or increase in the amount of Taxes applicable thereto, or otherwise), then the Vendors will pay to the Purchaser the amount of such decrease (plus the amount of any interest in respect of such disallowed amounts or additional Tax owed to a Governmental Entity) by way of a wire transfer of immediately available funds within fifteen (15) Business Days of receipt of the copy of the Final Determination. An amount payable pursuant to this Section 11.3(j) shall be treated as an adjustment to the Consideration, subject to Applicable Law.
- (k) If, at any time after the Closing Date, Purchaser or the Vendors determine or become aware that an “advisor” (as is or may be defined for purposes of section 237.3 or section 237.4 of the Tax Act) has determined, that the Transactions contemplated by this Agreement are subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act (the “**Disclosure Requirements**”), Purchaser or Vendors’ Representative, as the case may be, will promptly inform the other party of its intent, or its advisor’s intent, to comply with the Disclosure Requirements and the parties will cooperate with respect to preparing and filing the applicable information returns, notifications or both.
- (l) The Purchaser and Vendors intend that the conditions set forth in section 56.4(7) of the Tax Act have been satisfied such that section 56.4(5) of the Tax Act applies to any “restrictive covenants” (as defined in section 56.4(1) of the Tax Act) granted by any of the Vendors under this Agreement and the Restrictive Covenant Agreements with respect to the Business (collectively, the “**Restrictive Covenants**”). Accordingly, the Purchaser and Vendors acknowledge and agree that: (a) no proceeds shall be received or receivable by any of the Vendors for

granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Tax Act; and (b) the Restrictive Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Shares.

- (m) The Vendors shall be responsible for all stock transfer Taxes, real property transfer or mortgage Taxes, sales Taxes, documentary stamp Taxes, recording charges and other similar Taxes, including any interest or penalties in respect thereof arising from the Transactions contemplated by this Agreement (“**Transfer Taxes**”), if any. The Vendors shall cause all Transfer Taxes to be remitted to the appropriate Governmental Entity when due and shall cause all necessary Tax Returns to be filed with respect to all such Taxes. To the extent required by Applicable Law, the Purchaser and its Affiliates will join in the execution of any such Tax Returns.
- (n) Notwithstanding anything herein to the contrary the Purchaser shall not make any election under section 338 or 336(e) of the Code, or any analogous or similar provision of state law, without the written consent of the Vendors’ Representative, which may be withheld in its sole discretion.

11.4 **Public Statements**

No press release, public statement, announcement or other public disclosure (a “**Public Statement**”) with respect to this Agreement or the Transaction may be made by any Vendor or the Purchaser except with the prior written consent and approval of the Purchaser and the Vendors’ Representative, unless the Public Statement is required by Applicable Law or a Governmental Entity, in which case the disclosing party shall use commercially reasonable efforts to give prior oral or written notice to the other party and reasonable opportunity for the other party to review or comment on the disclosure or filing, including to make redactions reasonably requested by the non-disclosing party that are permitted to be made under securities laws in respect of any documents (including this Agreement) publicly filed with any Governmental Entity.

11.5 **Confidentiality**

From and after the Closing, each Vendor will treat and hold as such all of the Confidential Information, and shall refrain from using any of the Confidential Information except in connection with this Agreement, the Ancillary Agreements (including the defence of any Claims and the enforcement hereof and thereof) and Tax-related matters. In the event that a Vendor is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then such Vendor will notify the Purchaser promptly of the request or requirement so that such Vendor may seek an appropriate protective Order or waive compliance with the provisions of this Section 11.5. If, in the absence of a protective Order or the receipt of a waiver hereunder, such Vendor is, on the advice of counsel, compelled to disclose any Confidential Information or else stand liable for contempt, such Vendor may disclose the Confidential Information; provided, however, that such Vendor shall use its commercially reasonable efforts to obtain, at the reasonable request and expense of the Purchaser, an Order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information related to the Acquired Corporations required to be disclosed as the Purchaser shall designate.

11.6 **Fees and Expenses**

Except as otherwise set forth in this Agreement, each party shall pay for its own fees and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements, the Transaction and the agreements contemplated by them, including the fees and expenses of legal counsel, investment bankers and accountants.

11.7 Tail Policy

- (a) At or prior to the Closing, Strata CAD shall obtain a prepaid insurance “tail policy”, on terms acceptable to Strata CAD, acting reasonably, for the directors and officers of the Acquired Corporations providing coverage for a six (6)-year period commencing on the Effective Date with respect to claims arising from acts, events or omissions that occurred at or prior to the Closing (the “**Tail Policy**”).
- (b) From and after the Closing Date, the Purchaser shall cause the Acquired Corporations (or any successor(s)) to, until the seventh anniversary of the Closing Date:
 - (i) maintain and not amend, modify or repeal any provision of any current indemnity agreements in place for the current directors and officers of the Acquired Corporations in such a manner as would adversely affect the rights of exculpation or indemnification of any individual who served as a director or officer of an Acquired Corporation prior to the Closing, unless required by Applicable Law; and
 - (ii) not take any action so as to amend, modify or repeal the Tail Policy or the provisions for indemnification of directors or officers contained in the Organizational Documents for the Acquired Corporations in such a manner as would adversely affect the rights of exculpation or indemnification of any individual who served as a director or officer of an Acquired Corporation prior to the Closing, unless required by Applicable Law.
- (c) The provisions of this Section 11.7 shall survive the consummation of the Transaction and are intended to be for the benefit of, and will be enforceable by, each individual referred to in this Section 11.7, his or her heirs and successors and his or her executors or other legal representatives (collectively, the “**Directors and Officers**”) and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any Director or Officer may have by Contract or otherwise.
- (d) If an Acquired Corporation or any of its successors or assigns shall (i) amalgamate, consolidate with or merge or wind up into any other Person and shall not be the continuing or surviving entity, or (ii) transfer all or substantially all of its assets to any Person, then, and in each such case, the Purchaser shall cause proper provisions to be made so that the successors and assigns of the Acquired Corporation shall assume its obligations set forth in this Section 11.7.

11.8 Change of Control Payments

Promptly after Closing, the Purchaser covenants and agrees to cause Strata CAD to effect payment, through its regular payroll system, of the change of control bonus payments for management set forth in Section 4.26(b) of the Disclosure Schedule to such individuals and in such amounts as set forth therein, subject to applicable Tax deductions and withholdings.

ARTICLE 12
VENDORS' REPRESENTATIVE AND PAYING AGENT

12.1 Appointment of Vendors' Representative

- (a) The Vendors acknowledge and agree that Shareholder Representative Services LLC has been appointed to serve as the Vendors' Representative and attorney-in-fact of the Vendors, following Closing, with full power and authority to act (including by executing, delivering and filing documents, agreements and instruments) in the name of, for and on behalf of the Vendors, with respect to all matters arising in connection with this Agreement, the Escrow Agreement and the Transaction, including the power and authority to make all decisions relating to (collectively, the "**Vendors' Representative's Authorities**"):
 - (i) the post-Closing adjustments procedure pursuant to Section 3.1 of this Agreement including settlement adjustment or payments related thereto;
 - (ii) Schedule 2.4(b), including any settlement or adjustment to the Post-Closing Payments Amount or payments related thereto;
 - (iii) the prosecution, defense or settlement of any claims for which any Purchaser Indemnified Party or Vendor Indemnified Party may claim to be entitled to indemnification pursuant to Article 10 of this Agreement; and
 - (iv) all decisions in connection with any amendment to this Agreement or the Escrow Agreement.
- (b) The Vendors acknowledge and agree that (i) the Chief Financial Officer of the Polaris Partners group of companies, currently Harold Friedman, (ii) the Internal Counsel of the Polaris Partners group of companies, currently Lauren Crockett, and (iii) Peter Smith, being the current President and Chief Executive Officer of Strata CAD, have been appointed by the Vendors to serve as the advisory committee on behalf of the Vendors (the "**Advisory Committee**") for the purposes of advising the Vendors' Representative in the performance of its obligations hereunder, and are hereby authorized to enter into an engagement letter and any ancillary agreements with the Vendors' Representative, in such forms as agreed to by the Advisory Committee, in respect of such services to be provided by the Vendors' Representative. Any removal or appointment of members of the Advisory Committee shall be made pursuant to the written consent of the holders of a majority of the Purchased Shares outstanding immediately prior to the Closing.
- (c) All decisions and actions by the Vendors' Representative will be binding upon all of the Vendors and no Vendor will object to, dissent from, protest or otherwise contest any validly taken actions of the Vendors' Representative.

- (d) The Vendors and the Vendors' Representative acknowledge and agree that the Vendors' Representative shall hold the Vendors' Representative Holdback Amount in an account designed by the Vendors' Representative. The Vendors' Representative Holdback Amount shall be used by the Vendors' Representative for the sole purpose of paying directly or reimbursing the Vendors' Representative for any Vendors' Representative expenses reasonably incurred in connection with the exercise of its rights and obligations pursuant to this Agreement or any related agreements. The Vendors' Representative is not providing any investment supervision, recommendations or advice and shall have no responsibility or liability for any loss of principal of the Vendors' Representative Holdback Amount other than as a result of its gross negligence or willful misconduct. The Vendors' Representative is not acting as a withholding agent or in any similar capacity in connection with the Vendors' Representative Holdback Amount, and has no Tax reporting or income distribution obligations. The Vendors will not receive any interest or earnings on the Vendors' Representative Holdback Amount and irrevocably transfer and assign to the Vendors' Representative any ownership right that they may otherwise have had in any such interest or earnings. As soon as reasonably determined by the Vendors' Representative that the Vendors' Representative Holdback Amount is no longer required to be withheld, the Vendors' Representative shall deliver to the Paying Agent the remaining Vendors' Representative Holdback Amount (if any), proportionately to the Vendors in accordance with the Consideration Allocation Schedule.
- (e) The Vendors' Representative will incur no liability to the Vendors in connection with its services pursuant to this Agreement and any related agreements except to the extent resulting from its gross negligence or willful misconduct. The Vendors' Representative shall not be liable to the Vendors for any action or omission pursuant to the advice of counsel. The Vendors shall indemnify the Vendors' Representative against any reasonable, documented, and out-of-pocket losses, liabilities and expenses ("**Representative Losses**") arising out of or in connection with this Agreement and any related agreements, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been caused by the gross negligence or willful misconduct of the Vendors' Representative, the Vendors' Representative will reimburse the Vendors the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. Representative Losses may be recovered by the Vendors' Representative from (i) the funds in the Vendors' Representative Holdback Amount and (ii) any other funds held by the Vendors' Representative or Paying Agent on account of amounts that are payable to the Vendors under this Agreement, at such time as such amounts would otherwise be distributable to the Vendors; provided, that while the Vendors' Representative may be paid from the aforementioned sources of funds, this does not relieve the Vendors from their obligation to promptly pay such Representative Losses as they are suffered or incurred. In no event will the Vendors' Representative be required to advance its own funds on behalf of the Vendors or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the

Vendors set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Vendors' Representative hereunder. The foregoing indemnities will survive the Closing, the resignation or removal of the Vendors' Representative or the termination of this Agreement.

- (f) If the Vendors' Representative shall resign or be removed by the Vendors, the Vendors shall (by written consent of the holders of a majority of the Purchased Shares outstanding immediately prior to the Closing), within 10 days after such resignation or removal, appoint a successor to the Vendors' Representative. Any such successor shall succeed the former Vendors' Representative as the Vendors' Representative hereunder.

12.2 **Reliance**

- (a) Any notice or communication delivered by the Purchaser to the Vendors' Representative shall, as between the Purchaser, on the one hand, and the Vendors, on the other hand, be deemed to have been delivered to all Vendors. The Purchaser shall be entitled to rely exclusively upon any oral communication by the Vendors' Representative, and any communication, notice or direction given or executed by the Vendors' Representative, in connection with any of the Vendors' Representative's Authorities and will not be liable in any manner whatsoever for any action taken or not taken in reliance upon the actions taken or not taken or communications, notices or directions given or executed by the Vendors' Representative. The Purchaser shall be entitled to disregard any notices, communications or directions given or made by the Vendors in connection with any of the Vendors' Representative's Authorities unless given or made through the Vendors' Representative as provided in this Section 12.2.
- (b) No Vendor shall have any claim against the Purchaser by reason of any breach by the Vendors' Representative of its obligations hereunder or with respect to any action of the Purchaser which results from the Purchaser's reliance on the actions or statements of the Vendors' Representative in respect of the Vendors' Representative's Authorities.
- (c) In no event shall the Purchaser be held responsible or liable for the application or allocation of any amounts properly paid to, or at the direction of, the Vendors' Representative (if any) by the Purchaser pursuant to this Agreement or the Escrow Agreement.

12.3 **Paying Agent**

- (a) No Vendor shall have any claim against the Purchaser by reason of any breach by the Paying Agent of its obligations under the Paying Agent Agreement or which results from the Purchaser's reliance on the actions or statements of the Paying Agent in respect of its obligations under the Paying Agent Agreement.
- (b) In no event shall the Purchaser be held responsible or liable for the application or allocation of any amounts properly paid to the Paying Agent by the Purchaser pursuant to this Agreement (including Schedule 2.4(b)) or the Escrow Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 **Notices**

- (a) All notices, requests and other communications to any party hereunder will be in writing, delivered by prepared courier or email, and will be given:

If to the Vendors or Vendors' Representative:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, CO, 80202

Attention: Managing Director
Email: deals@srsacquiom.com

Telephone: [REDACTED]

If to the Purchaser:

VitalHub Corp.
480 University Avenue
Suite 1001
Toronto, Ontario
M5G 1V2

Attention: Dan Matlow, President and CEO
Email: [REDACTED]

- with a copy to -

Torkin Manes LLP
Barristers & Solicitors
1500-151 Yonge Street
Toronto, Ontario
M5C 2W7

Attention: Hunter Forman
Email: [REDACTED]

- (b) Any such notice or other communication will be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).
- (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 13.1.

13.2 **No Third Party Beneficiaries.**

Except pursuant to: (a) Article 10 (whereby each of the Purchaser Indemnified Parties and Vendor Indemnified Parties are intended to be third party beneficiaries of the provisions of said Article), and (b) Sections 1.5(a) and 1.9 of Schedule 2.4(b). the parties hereto intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person other than the parties to this Agreement and no Person, other than the parties to this Agreement shall be entitled to rely on the provisions of this Agreement in any Proceeding or other forum.

13.3 **Amendments and Waivers**

- (a) Any provision of this Agreement (including any Exhibit or Schedule) may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Purchaser and the Vendors' Representative, or in the case of a waiver, by such party against whom the waiver is to be effective (provided if such party is a Vendor, then such waiver is effective against all applicable Vendors provided that the signature of the Vendors' Representative is also obtained).
- (b) No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by Applicable Law.
- (c) No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, unless the waiver of such other provision is expressly referenced, nor will any waiver constitute a continuing waiver.

13.4 **Successors and Assigns**

The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns, as applicable. No party hereto may assign, delegate or otherwise transfer (whether by operation of law or otherwise) any of such Party's rights, interests or obligations in this Agreement without the prior written consent of each other party hereto except that the Purchaser may: (a) assign this Agreement to one or more of its Affiliates or to its successor in interest pursuant to any change of control transaction or sale of all or substantially all of the assets of the Purchaser or the Acquired Corporations; and (b) pledge its rights hereunder to any bank or other institution providing credit to the Purchaser, in each case, without the prior written consent of the Vendors' Representative.

13.5 **Jurisdiction**

In the event of any dispute regarding this Agreement, each party attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

13.6 **Governing Law**

This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.

13.7 **Specific Performance; Injunctive Relief**

- (a) In the event of any breach or threatened breach by a party hereto of any covenant, obligation or other agreement set forth in this Agreement, each of the parties hereto will have and retain, without any proof of actual damages (and in addition to any other remedy that may be available to it), the rights to specific performance and injunctive relief to enforce the observance and performance of such covenant, obligation or other agreement and an injunction preventing or restraining such breach or threatened breach.
- (b) Without limiting the generality of the foregoing, the parties acknowledge that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties will be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and will be granted in connection therewith, without necessity of a bond or other security or collateral or proving actual damages and without regard to the adequacy of any remedy at law. A party's right to specific performance and injunctive relief will be in addition to, and not exclusive of, such party's right to seek any other remedy conferred hereby, or by law or in equity upon such party, and the exercise by a party hereto of any one remedy will not preclude the exercise of any other remedy.

13.8 **Counterparts**

This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13.9 **Entire Agreement**

This Agreement and each of the Ancillary Agreements entered into in connection with this Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and the Ancillary Agreements and supersedes all prior agreements, understandings, negotiations and discussions, both oral and written, with respect to the subject matter hereof and thereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, statutory or otherwise, between the parties relating to the subject matter hereof and thereof except as specifically set forth in this Agreement and the Ancillary Agreements.

13.10 **Currency**

All dollar amounts referred to in this Agreement and all Schedules and Exhibits are in Canadian funds unless otherwise stated.

13.11 **Severability**

If one or more provisions of this Agreement are held to be unenforceable under Applicable Law, such provision will be excluded from this Agreement and the balance of the Agreement will be interpreted as if such provisions were so excluded and will be enforceable in accordance with its terms.

13.12 **Further Assurances**

Each party will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the Purchaser, on the one hand, and the Vendors' Representative, on the other hand, may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

13.13 **Execution by Electronic Transmission**

This Agreement may be executed in original, .pdf or other electronic counterparts. The exchange of copies of this Agreement and of signature pages by email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by email shall be deemed to be their original signatures for all purposes.

The remainder of this page intentionally left blank.

WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER:

VITALHUB CORP.

Per: (signed) "Dan Matlow"

Name: Dan Matlow

Title: President and CEO

I have authority to bind the corporation

VENDORS' REPRESENTATIVE:

**SHAREHOLDER REPRESENTATIVE
SERVICES LLC**

Per: (signed) "Corey Quinlan"

Name: Corey Quinlan

Title: Director

I have authority to bind the company

STRATA CAD:

STRATA HEALTH SOLUTIONS INC.

Per: (signed) "Peter Smith"

Name: Peter Smith

Title: President

I have authority to bind the corporation

VENDORS:

(signed) "*Vendor Name Redacted*"
Vendor Name Redacted

VENDOR NAME REDACTED

By: (signed) "Authorized Signatory"

Name: Name Redacted

Title: Authorized Signatory

I have the authority to bind the company

VENDOR NAME REDACTED

By: (signed) "Authorized Signatory"

Name: Name Redacted

Title: Authorized Signatory

I have the authority to bind the company

VENDOR NAME REDACTED

By: (signed) "Authorized Signatory"

Name: Name Redacted

Title: Authorized Signatory

I have the authority to bind the company

VENDOR NAME REDACTED

By: (signed) "Authorized Signatory"

Name: Name Redacted

Title: Authorized Signatory

I have the authority to bind the company

VENDOR NAME REDACTED

By: (signed) "Authorized Signatory"

Name: Name Redacted

Title: Authorized Signatory

I have the authority to bind the company

SCHEDULE 2.4(b)
POST-CLOSING PAYMENTS SCHEDULE
(the “**Post-Closing Payments Schedule**”)

DATE: October 29, 2024

RE: Share purchase agreement, dated as of the date hereof (the “**Agreement**”) among VitalHub Corp. (the “**Purchaser**”), each of the persons listed on the signature page thereto as a “Vendor” (collectively, the “**Vendors**” and each a “**Vendor**”) and Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the representative, agent and attorney-in-fact of the Vendors (the “**Vendors’ Representative**”).

This Post-Closing Payments Schedule forms an integral part of the Agreement and is delivered by the parties concurrently in connection therewith. Capitalized terms not otherwise defined in this Post-Closing Payments Schedule shall have the meaning and effect as set out in the Agreement.

1.1 In this Post-Closing Payments Schedule:

- (a) “**Interop Fees**” means all fees and other amounts paid or payable by any of the Acquired Corporations to third parties in connection with enabling the software that the Business licenses to its customers to be operational.
- (b) “**Post-Closing Payments Adjustment Period**” means in respect of the determination of Recognized Recurring Revenue:
 - (i) the *first* period shall have commenced on July 1, 2024 and end on June 30, 2025;
 - (ii) the *second* period shall commence on July 1, 2025 and end on June 30, 2026; and
 - (iii) the *third* period shall commence on July 1, 2026 and end on June 30, 2027.
- (c) “**Post-Closing Payments Adjustment Statement**” means a statement setting forth the Purchaser’s good faith calculation of the Recognized Recurring Revenue and corresponding Post-Closing Payments Amount for the applicable Post-Closing Payments Adjustment Period.
- (d) “**Post-Closing Payments Amount**” means any amounts paid or payable by the Purchaser pursuant to Section 1.5 of this Post-Closing Payments Schedule.
- (e) “**Recognized Recurring Revenue**” means any and all revenue actually earned by the Acquired Corporations and recognized by the Acquired Corporations in connection with the Business from multi-year contracts or contracts for software licenses that can be renewed (even in circumstances where such contract is for one year only), calculated in accordance with IFRS, but excluding: (i) any revenue in

connection with bona-fide professional services (e.g. consultancy), implementation services, training services, audit services, and/or similar one time fees; and (ii) Interop Fees.

- 1.2 Within ninety (90) days following the end of each Post-Closing Payments Adjustment Period, the Purchaser shall prepare and deliver to the Vendors' Representative a Post-Closing Payments Adjustment Statement in connection with such Post-Closing Payments Adjustment Period.
- 1.3 If the Vendors' Representative does not notify the Purchaser in writing of its objections to any aspect of such Post-Closing Payments Statement within thirty (30) days after receipt of such Post-Closing Payments Adjustment Statement (an "**Objection Notice**"), the Vendors' Representative, shall be deemed to have accepted such Post-Closing Payments Adjustment Statement as prepared in its entirety. During such thirty (30) day period, the Purchaser shall make available reasonable access to the Books and Records and applicable personnel of the Purchaser which the Vendors' Representative reasonably requires in order to review, discuss and understand such Post-Closing Payments Adjustment Statement and the processes employed by the Purchaser in connection therewith.
- 1.4 In the event that the Vendors' Representative delivers an Objection Notice to the Purchaser within thirty (30) days after receipt of such Post-Closing Payments Adjustment Statement, then the Purchaser and the Vendors' Representative will work expeditiously and in good faith in an attempt to resolve such dispute within a further period of twenty (20) days after the date of delivery of the Objection Notice. If the Purchaser and the Vendors' Representative are unable to resolve the dispute within twenty (20) days after delivery of the Objection Notice, then any remaining items in dispute shall be submitted to the Accounting Firm *mutatis mutandis* in accordance with Section 3.1(c) of the Agreement.
- 1.5 Each Post-Closing Payments Amount (as finally determined pursuant to this Post-Closing Payments Schedule (whether by failure of the Vendors' Representative to deliver an Objection Notice, by agreement of the Vendors' Representative and the Purchaser, or by determination of the Accounting Firm)), if any, shall be paid within ten (10) days of the final determination of such Post-Closing Payments Amount, as follows:
 - (a) as to ■■■ % of such Post-Closing Payments Amount (plus any applicable sales tax), the Purchaser shall cause Strata CAD to pay to the account of Ziegler detailed in the Ziegler Agreement, or as otherwise designed in writing by Ziegler to the Purchaser, representing payment of Strata CAD's obligations thereunder for commissions owing to Ziegler in respect of the Post-Closing Payments Amount;
 - (b) as to ■■■ % of the balance of the Post-Closing Payments Amount after giving effect to Section 1.5(a) above minus the amount of any payroll Taxes payable by any of the Acquired Corporations in connection with any payments pursuant to Section 1.5(b), the Purchaser shall cause the applicable Acquired Corporation to effect payment, through its regular payroll system, to certain of its employees, in such

proportions, and pursuant to the terms and conditions set forth in Exhibit B, in each case, subject to applicable Tax deductions and withholdings; and

- (c) as to [REDACTED] of the balance of the Post-Closing Payments Amount after giving effect to Section 1.5(a) above, the Purchaser shall pay such amount to the Paying Agent for further distribution in accordance with the Consideration Allocation Schedule,

and in the amounts as follows:

- (i) with respect to the *first* Post-Closing Payments Adjustment Period ending June 30, 2025, \$ [REDACTED] if the amount of Recognized Recurring Revenue for such Post-Closing Payments Adjustment Period is equal to or greater than \$ [REDACTED]
- (ii) with respect to the *second* Post-Closing Payments Adjustment Period ending June 30, 2026, if Recognized Recurring Revenue for such Post-Closing Payments Period is equal to or greater than \$ [REDACTED] the Post-Closing Payments Amount shall be determined by the following formula:

$$\$ [REDACTED] + (X \text{ multiplied by } \$ [REDACTED])$$

Where X is the amount determined by the following formula (*provided that if X is greater than 1.00 it shall be deemed to be 1.00*):

$$(Y \text{ minus } Z) \text{ divided by } \$ [REDACTED]$$

Where:

Y = Recognized Recurring Revenue for such Post-Closing Payments Adjustment Period

$$Z = \$ [REDACTED]$$

Notwithstanding anything else contained in this Post-Closing Payments Schedule or the Agreement: (i) if Recognized Recurring Revenue for such Post-Closing Payments Adjustment Period is less than \$ [REDACTED], then the Post-Closing Payments Amount shall be \$ [REDACTED]; and (ii) the Post-Closing Payments Amount for such Post-Closing Payments Adjustment Period shall not exceed \$ [REDACTED]. Exhibit A contains an illustrative example of the calculation of the Post-Closing Payments Amount for the *second* Post-Closing Payments Adjustment Period.

- (iii) with respect to the *third* Post-Closing Payments Adjustment Period ending June 30, 2027, if Recognized Recurring Revenue for such Post-Closing Payments Period is equal to or greater than \$ [REDACTED], the Post-Closing Payments Amount shall be determined by the following formula:

$$\$ [REDACTED] + (X \text{ multiplied by } \$ [REDACTED])$$

Where X is the amount determined by the following formula (*provided that if X is greater than 1.00 it shall be deemed to be 1.00*):

(Y *minus* Z) *divided by* \$ [REDACTED]

Where:

Y = Recognized Recurring Revenue for such Post-Closing Payments Adjustment Period

Z = \$ [REDACTED]

Notwithstanding anything else contained in this Post-Closing Payments Schedule or the Agreement: (i) if Recognized Recurring Revenue for such Post-Closing Payments Adjustment Period is less than \$ [REDACTED], then the Post-Closing Payments Amount shall be \$ [REDACTED]; and (ii) the Post-Closing Payments Amount for such Post-Closing Payments Adjustment Period shall not exceed \$ [REDACTED]. Exhibit A contains an illustrative example of the calculation of the Post-Closing Payments Amount for the *third* Post-Closing Payments Adjustment Period.

1.6 The parties acknowledge that the amounts set forth in Exhibit A have been calculated based on rounded dollar amounts and are for illustrative purposes only. All amounts used to determine the Post-Closing Payments Amount for the *second* Post-Closing Payments Adjustment and the *third* Post-Closing Payments Adjustment Period will be unrounded.

1.7 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- 1.8 Any payments made pursuant to Section 1.5(c) of this Post-Closing Payments Schedule shall be treated as an upward adjustment on account of the Consideration.

- 1.9 The parties to the Agreement (including this Schedule 2.4(b)) intend and agreed that Ziegler shall be a third party beneficiary in respect of Section 1.5(a) of this Post-Closing Payments Schedule, having privity of contract to the benefits in its favour set forth herein and entitled to all legal, equitable or other rights or remedies to directly enforce same as if it were a party to the Agreement.

- 1.10 Notwithstanding anything else contained in this Agreement or any other Contract between any Vendor (or its Affiliate) on the one hand, and any Acquired Corporation on the other hand, each Vendor (on its own behalf and on behalf of its Affiliates) who is listed on Exhibit B (including a Vendor whose Affiliate is listed on Exhibit B), in such Person's capacity as a Vendor and an employee, hereby: (i) acknowledges and agrees that they shall not be entitled to any amount in respect of, in connection with, arising out of, or related to, Section 1.5(b) of this Post-Closing Payments Schedule if they cease to be an employee of an Acquired Corporation for any reason (including termination for cause, termination without cause, resignation, or retirement) prior to the date such payment is required to be made pursuant to Section 1.5(b) of this Post-Closing Payments Schedule; and (ii) waives and releases the Purchaser and each of the Acquired Corporations from and against any and all Damages, in respect of, in connection with, arising out of, or related to, Section 1.5(b) of this Post-Closing Payments Schedule or the payments contemplated therein, save and except to the extent such Damages directly and solely relate to the failure of the Purchaser to comply with its obligations pursuant to Section 1.5(a) of this Post-Closing Payments Schedule.

Exhibit A
Illustrative Examples

Redacted for SEDAR+.

Exhibit B
Management Amount

Redacted for SEDAR+.