ASSET PURCHASE AGREEMENT

AMONG

VIRAL LOOPS TECHNOLOGIES INC.

AND

WISHPOND TECHNOLOGIES LTD.

AND

VIRAL LOOPS LIMITED.

AND

SAVVAS ZORTIKIS

AND

THOMAS PAPASPYROS

dated as of

April 1, 2022

TABLE OF CONTENTS

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of the 1st day of April, 2022, is entered into:

AMONG:

VIRAL LOOPS LIMITED, a company incorporated in England and Wales and registered under company number 10005457 with registered office at 21 Aylmer Parade Aylmer Road, London, England N2 0AT

(the "**Vendor**")

AND:

SAVVAS ZORTIKIS, an individual residing at , Athens Greece, holder of the Identity Card Number ("**Zortikis**")

AND:

THOMAS PAPASPYROS, an individual residing at , Athens Greece, holder of the Identity Card Number

("**Papaspyros**" and together with Zortikis, the "**Shareholders**")

AND:

WISHPOND TECHNOLOGIES LTD., a corporation existing pursuant to the Laws of the Province of British Columbia

(the "**Parent**")

AND:

VIRAL LOOPS TECHNOLOGIES INC., a corporation existing pursuant to the Laws of the Province of British Columbia

(the "**Purchaser**")

WHEREAS:

A. The Vendor is engaged in the business of providing marketing software (the "**Business**");

B. The Shareholders hold an aggregate of approximately 51% of the issued and outstanding equity interests in the capital of Vendor;

C. Purchaser is an indirect wholly owned subsidiary of Parent established for the purpose of undertaking the acquisition of synergistic assets to the business of Parent; and

D. Vendor wishes to sell and assign to Purchaser, and Purchaser wishes to purchase and assume from Vendor, certain specified assets and certain specified liabilities of the Business, as a going concern, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree each with the others as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions.

The following terms have the meanings specified or referred to in this Agreement:

"**Action**" means any claim, action, cause of action, demand, lawsuit, mediation, arbitration, inquiry, audit, notice of assessment, notice of reassessment, proceeding, litigation, summons, subpoena, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one (1) or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term "controlled" has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

"**Agreement**" means this asset purchase agreement, including the preamble and any schedules hereto (including the Disclosure Letter) and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect.

"**Allocation Schedule**" has the meaning set forth in Section 2.08.

"**Assigned Contracts**" has the meaning set forth in Section 2.01(a).

"**Assumed Liabilities**" has the meaning set forth in Section 2.03.

"**Balance Sheet**" has the meaning set forth in the definition of "Financial Statements" in this ARTICLE 1.

"**Balance Sheet Date**" has the meaning set forth in the definition of "Financial Statements" in this ARTICLE 1.

"**Basket**" has the meaning set forth in Section 8.04(a).

"**Benefit Plan**" means all employee benefit plans, agreements, programs, policies, practices, material undertakings and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to any current or former employees of the Vendor in the Business, or any spouses, dependents or survivors of any current or former employee of the Vendor in the Business, or in respect of which Vendor is a party to or bound by or is obligated to contribute or in any way liable, whether or not insured or whether or not subject to any Law, including bonus, deferred compensation, incentive compensation, share purchase, share appreciation, share option, severance and termination pay, hospitalization, health and other medical benefits including medical or dental treatment or expenses, life and other insurance including accident insurance, vision, legal, long-term and short-term disability, salary continuation, vacation, part time-off, supplemental unemployment benefits, education assistance, equity or equity-based compensation, change of control benefits, profit-sharing, mortgage assistance, employee loan, employee assistance and pension, retirement and supplemental retirement plans (including any defined benefit or defined contribution pension plan and any group registered retirement savings plan), and supplemental pension, in each case whether or not reduced to writing and whether funded or unfunded, except that the term "Benefit Plan" shall not include any statutory plans with which Vendor is required to comply and plans administered under applicable provincial health tax, workers' compensation, workplace health and safety and employment insurance legislation.

"**Bill of Sale and Assignment**" means the bill of sale, general conveyance and assignment and assumption agreement duly executed by Vendor, effecting: (a) the transfer of the Tangible Personal Property included in the Purchased Assets to Purchaser; and (b) the assignment to and assumption by Purchaser of the Purchased Assets and Assumed Liabilities, in form and substance satisfactory to the Purchaser, acting reasonably.

"**Books and Records**" has the meaning set forth in Section 2.01(j).

"**Business**" has the meaning set forth in the recitals.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.

"**Calculation Periods**" means (a) the period beginning on the Closing Date and ending on the three (3)-month anniversary of the Closing Date, and (b) each of the next succeeding three (3)-month periods thereafter during the Earn-Out Period.

"**Cap**" has the meaning set forth in Section 8.04(a).

"**Clawback Amount**" has the meaning set forth in Section 2.04(b).

"**Closing**" has the meaning set forth in Section 3.01.

"**Closing Amount**" has the meaning set forth in Section 2.05.

"**Closing Date**" means April 1, 2022, or such other date as may be agreed between Vendor, Parent and Purchaser.

"**Closing Financial Statements**" has the meaning set forth in Section 6.01.

"**Closing Time**" means 2:00 p.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the parties agree in writing that the Closing shall take place.

"**Common Shares**" means common shares in the capital of Parent.

"**Competing Business**" means any business which: (a) is engaged in referral marketing software development, giveaway software development, email marketing software development or advertising software development; or (b) provides software or services related to any business providing online contests, landing pages, pay per click, adwords or placing ads online.

"**Contracts**" means all contracts, leases, deeds, mortgages, licences, sub-licences, instruments, notes, commitments, undertakings, entitlements, indentures, understandings and engagements and all other agreements, commitments and legally binding arrangements, whether written or oral, express or implied, including consents relating to the Business obtained by the Vendor from any third-party that permits or purports to permit the sending of commercial electronic messages in compliance with applicable Laws.

"**Data**" all data collected by, or in the possession or control of Vendor, in connection with the Business, including without limitation analytics and user information.

"**Designated Bank Account**" means the bank account of the Vendor held with Silicon Valley Bank with the following details:

Bank: US Branch of Silicon Valley Bank,
3003 Tasman Drive, Santa Clara, CA 95054, USA
Account Number: 3301463110
IBAN: -
SWIFT: SVBKUS6S
Beneficiary: Viral Loops Limited

or such other bank account of the Vendor as the latter may notify the Purchaser and the Parent in writing.

"**Direct Claim**" has the meaning set forth in Section 8.05(c).

"**Disclosed**" means made available to Parent and Purchaser by way of upload to the electronic data room maintained by MLT Aikins LLP, in relation to the Business, a download of which has, for evidential purposes, been taken by Vendor immediately before the date hereof and will be provided to Purchaser, Vendor and the other advisers as agreed between the parties via wetransfer or similar which the parties will confirm is in good order.

"**Disclosure Letter**" means the disclosure letter from Vendor to Purchaser to be delivered to Purchaser not less than three (3) Business Days prior to the Closing Date.

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

"**Domain Names**" means the internet domain names associated with the Business, including:

viral-loops.com
vrlps.co
harrysprelaunchreferral.com
dropboxreferralprogram.com

"**Earn-Out Amount**" means, for any Calculation Period, Revenue for such Calculation Period, multiplied by the Earn-Out Multiple and then further multiplied by the Earn-Out Factor, minus any set-off payments agreed upon between Purchaser and Vendor pursuant to Section 2.06(f) of this Agreement for such Calculation Period.

"**Earn-Out Calculation**" has the meaning set forth in Section 2.06(b)(i).

"**Earn-Out Calculation Objection Notice**" has the meaning set forth in Section 2.06(b)(ii).

"**Earn-Out Calculation Statement**" has the meaning set forth in Section 2.06(b)(i).

"**Earn-Out Cap**" means $2,000,000.00.

"**Earn-Out Factor**" means 0.40.

"**Earn-Out Floor**" means $500,000.00.

"**Earn-Out Multiple**" means 2.75.

"**Earn-Out Period**" means the period beginning on the Closing Date and ending on the one (1) year anniversary of the Closing Date.

"**Earn-Out Review Period**" has the meaning set forth in Section 2.06(b)(ii).

"**Earn-Out Shares**" has the meaning set forth in Section 2.06(d)(ii).

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

"**Environmental**" means of or pertaining to the environment, and the Laws, policies, agreements or other binding authority thereto adopted, enacted, enforced, or otherwise relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata), or concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, Disposal or remediation of any hazardous materials, by any Governmental Authority pursuant thereto.

"**Exchange**" means the TSX Venture Exchange, or such other exchange that the Common Shares shall be traded during the Earn-Out Period.

"**Excluded Assets**" has the meaning set forth in Section 2.02.

"**Excluded Contracts**" has the meaning set forth in Section 2.02(a).

"**Excluded Liabilities**" has the meaning set forth in Section 2.04.

"**Financial Statements**" means collectively the unconsolidated financial statements of the Business for the year ended March 31, 2021 (the "**Balance Sheet Date**"), consisting of a balance sheet (the "**Balance Sheet**") and statement of income and retained earnings prepared in accordance with UK GAAP.

"**Floor Price**" means $0.80.

"**Good Industry Practice**" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company of the Vendor's size within the relevant industry or business sector.

"**Governmental Authority**" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; and (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing (including any supervisory authority); and (e) any stock exchange, including the Exchange.

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

"**HST/GST**" means all taxes levied under the HST/GST Act.

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

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

"**Indemnified Party**" has the meaning set forth in Section 8.05.

"**Indemnifying Party**" has the meaning set forth in Section 8.05.

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, brand names, logos, trade dress, get-up, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) all business names, corporate names, telephone numbers and other communication addresses; (c) internet domain names (including the Domain Names), whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with *Twitter®*, *Facebook®*, LinkedIn® and other social media companies and the content found thereon and related thereto (including the Social Media Accounts), and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer and moral rights, and all registrations, applications for registration and renewals of such copyrights; (e) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations; (f) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (g) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor's certificates and patent utility models); (h) Software; and (i) all rights to any Actions of any nature available to or being pursued by Vendor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, accounting, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages and accounting.

"**IP Agreements**" means all licences, sub-licences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property that is used in or necessary for the conduct of the Business as conducted at any time in the previous two (2) years to which Vendor is a party, beneficiary or otherwise bound.

"**IP Assets**" means all Intellectual Property that is owned by Vendor and used in or necessary for the conduct of the Business as conducted at any time in the previous two (2) years.

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

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

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

"**Lease**" has the meaning set forth in Section 4.10(b).

"**Leased Real Property**" has the meaning set forth in Section 4.10(b).

"**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges on a substantial indemnity basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided that* "Losses" shall not include punitive or exemplary damages, indirect losses or loss of profit.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Vendor to consummate the transactions contemplated hereby on a timely basis; *provided that* "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) general outbreaks of illness (including COVID-19); (vi) any action required or permitted by this Agreement, except under Section 4.03 and Section 6.05(f); (vii) any changes in applicable Laws or accounting rules or principles, including UK GAAP; or (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further that* any event, occurrence, fact, condition or change referred to in clauses (i) through (v) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants of the same size in the industries in which the Business operates.

"**Material Contracts**" has the meaning set forth in Section 4.07(a).

"**Material Customers**" has the meaning set forth in Section 4.13.

"**Occupational Health and Safety Acts**" means all laws, statutes, regulations, subordinate legislation, bye-laws, common law and other national, international, federal, European Union, state and local laws, judgments, decisions and injunctions of any court or tribunal and legally binding codes of practice and guidance notes which from time to time apply to the Business and to the extent that they relate to or apply to the environment, energy efficiency, climate change or to the health and safety of any person.

"**Ordinary Course**", when used in relation to the conduct of the Business, means any transaction that constitutes an ordinary day-to-day business activity of the Business conducted in a manner consistent with the Vendor's past practice.

"**Permits**" means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" means: (a) statutory Encumbrances for current Taxes, special assessments or other governmental charges not yet due and payable or delinquent or, if overdue, are being contested diligently and in good faith by appropriate proceedings; (b) statutory liens and deposits or pledges made in connection with, or to secure payment of, workplace safety and insurance, worker's compensation, employment insurance, pension plan programs mandated under Law and for which appropriate accruals have been established in accordance with UK GAAP; (c) the rights of counterparties under the Contracts; (d) undetermined or inchoate Encumbrances imposed or permitted by Laws and incurred in the Ordinary Course, such as builder's liens, construction liens, materialmens' liens and other liens, privileges or other charges of a similar nature that relate to obligations not due (or delinquent or, if due and delinquent, are being contested diligently and in good faith by appropriate proceedings and for which adequate reserves are being maintained); (e) security given in the Ordinary Course to a public utility or any municipality or governmental or public authority in connection with the operation of the Business; and (f) Encumbrances listed in ARTICLE 1 of the Disclosure Letter.

"**Person**" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means any factual or subjective information, recorded or not, about any current or former employee, agent, independent contractor, consultant, officer, director, executive, client, customer, or supplier who is natural person or a natural person who is a shareholder of Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

"**Prepaid Expenses**" means all expenses prepaid by the Vendor on or before the Closing Date in connection with the Business and as more specifically set out in Section 2.01(h) of the Disclosure Letter.

"**Privacy Law**" means, collectively, all data protection and privacy Laws issued by any Governmental Authority in any jurisdiction in which the Vendor operates, including, the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Information Protection Act* (British Columbia), the *UK GDPR*, the *Data Protection Act 2018* and the *Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).*

"**Purchase Price**" has the meaning set forth in Section 2.05.

"**Purchased Assets**" has the meaning set forth in Section 2.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Indemnitees**" has the meaning set forth in Section 8.02.

"**Purchaser's Knowledge**" or any other similar knowledge qualifications, means the actual or constructive knowledge of any director or officer of the Purchaser, with due inquiry where appropriate and reasonable regarding those matters that a reasonable purchaser would consider material in order to provide the representations and warranties in this Agreement.

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, independent contractors, financial advisors, lawyers, accountants and other agents of such Person.

"**Restricted Period**" has the meaning set forth in Section 6.05(a).

"**Restrictive Covenants**" has the meaning set forth in Section 6.05(f).

"**Revenue**" means, with respect to any Calculation Period, the revenue of the Business for such period, determined in accordance with IFRS.

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

"**Social Media Accounts**" means any user account, profile, page or other similar presence on an online communication channel incorporating user-generated content in connection with the Business, including:

https://www.facebook.com/viralloopsltd/
https://twitter.com/ViralLoopsHQ
https://www.linkedin.com/company/viral-loops/
https://youtube.com/channel/uCzjgtYriXo5Qbj6Hy6ig2Kw
https://medium.com/inside-viral-loops

"**Software**" means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format.

"**Systems**" has the meaning set forth in Section 4.11(k).

"**Tangible Personal Property**" has the meaning set forth in Section 2.01(d).

"**Tax**" or "**Taxes**" means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, county, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, gross receipt, capital stock, production, payroll, health, disability, transfer, value added (including VAT), alternative, or add on minimum tax including HST/GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and contributions for statutory plans with which Vendor is required to comply, including statutory pension plans, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority whether computed on a separate or consolidated, unitary or combined basis or in any manner and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person, including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.

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

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any elections, declarations, disclosures, schedules, attachments, estimates, and reports, and including any amendment thereof.

"**Territory**" means Canada, the United States of America, the European Union, Brazil, Australia and the United Kingdom.

"**Third-Party Claim**" has the meaning set forth in Section 8.05(a).

"**Transaction Documents**" means this Agreement, the Bill of Sale and Assignment Agreement, the IP Assignment, and the other agreements, instruments and documents required to be delivered at the Closing.

"**Transfer Taxes**" means any sales, use, transfer, real property transfer, real property gains, stamp, registration, documentary, recording or similar Taxes together with any interest thereon, penalties, fines, fees, additions or Tax or additional amounts with respect to thereto incurrent in connection with the transactions contemplated by this Agreement.

"**UK GAAP**" means generally accepted accounting principles adopted by the Financial Accounting Standards Board of the United Kingdom, at the relevant time, applied on a consistent basis.

"**UK GDPR**" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"**Unredeemed Contracts**" means any of the Assigned Contracts for which the Vendor received payment from customers, but has not completed its performance of services thereunder as of the Closing Date, each as more specifically identified in Section 2.01(a) of the Disclosure Letter.

"**VAT**" means value added tax as provided for in the UK *Value Added Tax Act 1994* and any tax of similar nature substituted for it or levied in addition to such value added tax.

"**Vendor**" has the meaning set forth in the preamble.

"**Vendor Indemnitees**" has the meaning set forth in Section 8.03.

"**Vendor's Knowledge**" or any other similar knowledge qualification, including, "of which Vendor is aware", means the actual or constructive knowledge of any director or officer of Vendor, with due inquiry, where appropriate and reasonable regarding those matters that a reasonable vendor would consider material in order to provide the representations and warranties in this Agreement.

"**VWAP**" means the prior ten (10) trading day volume weighted average trading price of the Common Shares as quoted by the Exchange, calculated by dividing the total value by the total volume of Common Shares traded for the ten (10) trading day period.

ARTICLE 2
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets.

Subject to the terms and conditions set forth herein, at the Closing, Vendor shall sell, assign, transfer, convey and deliver to Purchaser absolutely, with full title guarantee, and Purchaser shall purchase from Vendor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Vendor's right, title and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

(a) all Contracts, including IP Agreements, set forth in Section 2.01(a) of the Disclosure Letter (collectively, the "**Assigned Contracts**");

(b) all amounts received by Vendor on or prior to the Closing Date in respect of Unredeemed Contracts, and all amounts that may be received by Vendor following the Closing Date in respect of Unredeemed Contracts;

(c) all IP Assets;

(d) certain equipment, supplies, computers, and other tangible personal property set forth in Section 2.01(d) of the Disclosure Letter (collectively, the "**Tangible Personal Property**");

(e) all Permits which are held by Vendor and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets;

(f) all rights to any Action of any nature available to by Vendor to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(g) the exclusive right to: (i) do and to authorize others to do any and all actions in relation to the Purchased Assets throughout the world, including the right to further assign and license the Purchased Assets and the Intellectual Property contained therein; (ii) create derivative works relating to the Purchased Assets; and (iii) claim damages for conversion in respect of infringements of the Purchased Assets and the Intellectual Property contained therein;

(h) all Prepaid Expenses;

(i) all of Vendor's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(j) originals, or where not available, copies, of all books and records relating to the Business, including books of account, ledgers and general, financial and accounting records, customer lists, customer purchasing histories, price lists, customer complaints and inquiry files, research and development files, records and Data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the IP Assets and the IP Agreements relating to the Business (collectively, the "**Books and Records**"); and

(k) all goodwill and the going concern value of the Business; and

(l) all statutory and common law rights attaching to the Purchased Assets.

Section 2.02 Excluded Assets.

Notwithstanding the provisions of Section 2.01 or any other provision in this Agreement to the contrary, Purchaser shall not assume and shall not acquire any assets of Vendor, or any of its Affiliates, used in the Business of any kind or nature whatsoever other than the Purchased Assets. In particular, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) any Contracts that are not Assigned Contracts including, without limitation, those Contracts specified in Section 2.02(a) of the Disclosure Letter (collectively, the "**Excluded Contracts**");

(b) the corporate seals, organizational documents, minute books, share certificate books, corporate tax returns, books of account or other records having to do with the corporate organization of Vendor;

(c) all Benefit Plans and assets attributable thereto;

(d) the assets, properties and rights specifically set forth in Section 2.02(d) of the Disclosure Letter; and

(e) the rights which accrue or will accrue to Vendor under the Transaction Documents;

(f) the employment or engagement as employee, independent contractor or consultant of any Persons by Vendor or the Business.

Section 2.03 Assumed Liabilities.

Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform and discharge all Liabilities in respect of the Assigned Contracts, including the Unredeemed Contracts, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, and which were incurred in the Ordinary Course and which do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Vendor on or before the Closing as well as any Transfer Taxes imposed by law on the Purchaser and/or the Parent in connection with the transactions contemplated by this Agreement (collectively, the "**Assumed Liabilities**").

Section 2.04 Excluded Liabilities.

Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Vendor or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**"). Vendor shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

(a) any Liabilities of Vendor arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others. For greater clarity each party will be responsible for paying their own accounting and legal fees in accordance with Section 10.01 herein;

(b) all amounts due and owing by the Vendor to third parties, with respect to the operation of the Business, prior to the Closing Date, inclusive of any Liabilities, debts, obligations or amounts due in relation to any activities conducted by the Vendor or relating to the Business prior to the Closing Date including, without limitations, refunds, clawbacks, claims or customer disputes arising for transactions or contracts for products or services or in relation to the Business prior to the Closing Date regardless of when such refunds, clawbacks, claims or customer disputes are demanded or when repayment is to occur (together, the "**Clawback Amount**");

(c) any Liabilities for Taxes payable by Vendor to the extent arising out of, relating to, or otherwise in respect of the operation of the Business or the Purchased Assets on or before the Closing on the Closing Date, including any Transfer Taxes imposed by law on the Vendor in connection with the transactions contemplated by this Agreement;

(d) any Liabilities relating to or arising out of the Excluded Assets;

(e) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or before the Closing Date;

(f) any Environmental claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or before the Closing on the Closing Date or otherwise to the extent arising out of any actions or omissions of Vendor;

(g) any payables of Vendor (i) to the extent not accounted for on the Balance Sheet; (ii) which constitute intercorporate payables owing to Affiliates of Vendor; (iii) which constitute debt, loans or credit facilities to financial institutions; or (iv) which did not arise in the Ordinary Course since the Balance Sheet Date;

(h) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to Vendor on or before the Closing; (ii) did not arise in the Ordinary Course; or (iii) are not validly and effectively assigned to Purchaser under this Agreement;

(i) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Vendor (including with respect to any breach of obligations by such Person), except for indemnification of such Person under Section 8.03 as Vendor Indemnitees;

(j) any Liabilities under the Excluded Contracts;

(k) any Liabilities associated with debt, loans or credits facilities of the Vendor or the Business owing to financial institutions; and

(l) any Liabilities arising out of, in respect of or in connection with the failure by Vendor or any of its Affiliates to comply with any Law or Governmental Order to the extent not relating to the Purchased Assets and/or the Assumed Liabilities, or if relating to the such, to the extent such Liabilities arise out of or relate to facts, circumstances or conditions existing on or before the Closing on the Closing Date.

Section 2.05 Purchase Price.

The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets shall be: (a) $1,380,000.00 (the "**Closing Amount**") plus (b) the aggregate of all Earn-Out Amounts, which, in the aggregate, shall not be less than the Earn-Out Floor and shall not exceed the Earn-Out Cap. The assumption of the Assumed Liabilities by Purchaser shall constitute part of the consideration for the Purchased Assets. Any wire transfer or similar costs will be borne by the Purchaser and/or the Parent.

Section 2.06 Earn-Out.

(a) **Earn-Out Amounts.** As additional consideration for the Purchased Assets, at such times as provided in Section 2.06(d), Parent (or, at the direction of Parent, a designee of Parent so long as Parent remains an obligor thereof) shall pay to Vendor with respect to each Calculation Period within the Earn-Out Period the Earn-Out Amount for such Calculation Period.

(b) **Procedures Applicable to Determination of the Earn-Out Amounts.**

(i) Within 60 days from each of the three (3), six (6), nine (9) and 12-month anniversaries of the Closing Date, Purchaser shall prepare and deliver to Vendor a written statement (in each case, an "**Earn-Out Calculation Statement**") setting forth in reasonable detail the Purchaser's determination of Revenue for the applicable Calculation Period and calculation of the resulting Earn-Out Amount (in each case, an "**Earn-Out Calculation**"). For the avoidance of doubt, the example worksheet attached as Section 2.06(b)(i) of the Disclosure Letter sets forth a sample calculation for illustrative purposes only of the methodology and principles set forth in this Section 2.06(b)(i).

(ii) Vendor shall have ten (10) days after receipt of the Earn-Out Calculation Statement for each Calculation Period (in each case, the "**Earn-Out Review Period**") to review the Earn-Out Calculation Statement and the Earn-Out Calculation set forth therein. During the Earn-Out Review Period, Vendor and its accountants shall have the right to inspect Purchaser's books and records during normal business hours at Purchaser's offices, upon reasonable prior notice and solely for purposes reasonably related to the determinations of Revenue and the resulting Earn-Out Amount. Before the expiration of the Earn-Out Review Period, Vendor may object to the Earn-Out Calculation set forth in the Earn-Out Calculation Statement for the applicable Calculation Period by delivering a written notice of objection (an "**Earn-Out Calculation Objection Notice**") to Purchaser.

(iii) Any Earn-Out Calculation Objection Notice shall specify the items in the applicable Earn-Out Calculation disputed by Vendor and shall describe in reasonable detail the basis for such objection and the amount in dispute. If Vendor fails to deliver an Earn-Out Calculation Objection Notice to Purchaser before the expiration of the Earn-Out Review Period, then the Earn-Out Calculation set forth in the Earn-Out Calculation Statement shall be final and binding on the parties hereto. If Vendor timely delivers an Earn-Out Calculation Objection Notice, Purchaser and Vendor shall negotiate in good faith to resolve the disputed items and agree upon the resulting amount of the Revenue and the Earn-Out Amount for the applicable Calculation Period. If Purchaser and Vendor have not reached an agreement within 30 days after such an Earn-Out Calculation Objection Notice has been given, all unresolved disputed items shall be promptly referred to an impartial nationally recognized firm of independent chartered professional accountants, other than Vendor's Accountant or Purchaser's Accountant, appointed by mutual agreement of Purchaser and Vendor (the "**Independent Accountant**"). The Independent Accountant shall be directed to render a written report on the unresolved disputed items with respect to the applicable Earn-Out Calculation as promptly as practicable but in no event greater than 60 days after such submission to the Independent Accountant, and to resolve only those unresolved disputed items set forth in the Earn-Out Calculation Objection Notice. If unresolved disputed items are submitted to the Independent Accountant, Purchaser and Vendor shall each furnish to the Independent Accountant such work papers, schedules and other documents and information relating to the unresolved disputed items as the Independent Accountant may reasonably request. The Independent Accountant shall resolve the disputed items as an expert and not as an arbitrator based solely on the applicable definitions and other terms in this Agreement and the presentations by Purchaser and Vendor, and not by independent review. The resolution of the dispute and the calculation of Revenue that is the subject of the applicable Earn-Out Calculation Objection Notice by the Independent Accountant shall be final and binding on the parties hereto and the Purchaser shall immediately pay such amount owing to the Vendor as set out in Section 2.06(d) below. The fees and expenses of the Independent Accountant shall be borne by Vendor and Purchaser in proportion to the amounts by which their respective calculations of Revenue differ from Revenue as finally determined by the Independent Accountant.

(c) **Independence of Earn-Out Amounts.** Purchaser's obligation to pay each of the Earn-Out Amounts to Vendor in accordance with Section 2.06(a) is an independent obligation of Purchaser and is not otherwise conditional or contingent upon the satisfaction of any conditions precedent to any preceding or subsequent Earn-Out Amount and the obligation to pay an Earn-Out Amount to Vendor shall not obligate Purchaser to pay any preceding or subsequent Earn-Out Amount. For the avoidance of doubt and by way of example, if the conditions precedent to the payment of the Earn-Out Amount for the first Calculation Period are not satisfied but the conditions precedent to the payment of the Earn-Out Amount for the second Calculation Period are satisfied, then Purchaser would be obligated to pay such Earn-Out Amount for the second Calculation Period for which the corresponding conditions precedent have been satisfied and not the Earn-Out Amount for the first Calculation Period.

(d) **Timing and Manner of Payment of Earn-Out Amounts.** Subject to Section 2.06(f), any Earn-Out Amount that Purchaser is required to pay under Section 2.06(a) shall be paid in full no later than ten (10) Business Days following the date upon which the determination of Revenue for the applicable Calculation Period becomes final and binding upon the parties as provided in Section 2.06(b) (including any final resolution of any dispute raised by Vendor in an Earn-Out Calculation Objection Notice) (the "**Payment Date**"). Parent may in its sole discretion, pay any Earn-Out Amount in Common Shares, cash, or a combination of both, as follows:

(i) if Parent elects to pay the Earn-Out Amount (or any portion thereof) in cash, Parent shall pay such Earn-Out Amount (or the portion thereof being paid in cash by Parent in its sole discretion) to the Vendor by way of wire transfer within five (5) Business Days of the Payment Date; and/or

(ii) if Parent elects to pay the Earn-Out Amount (or any portion thereof) in Common Shares ("**Earn-Out Shares**"), subject to the prior approval of the Exchange, Parent shall issue that number of Common Shares as is equal to the quotient obtained by dividing (i) the Earn-Out Amount (or the portion thereof being paid in Common Shares by Parent in its sole discretion) by (ii) the greater of: (a) the VWAP for the ten (10) trading day period ending three (3) trading days preceding the Payment Date converted into United States funds using the Bank of Canada daily exchange rate on the third trading day preceding the Payment Date; (b) the Floor Price; and (c) the minimum price per Earn-Out Share permissible by the Exchange, by no later than five (5) Business Days following receipt of Exchange approval in respect of the payment of such Earn-Out Payment in Common Shares. Parent shall use commercially reasonable efforts to apply to issue the Earn-Out Payment in Common Shares, should Parent so elect, no later than five (5) Business Days following such Payment Date.

Parent shall be entitled to rely on the wire and registration and delivery instructions provided by Vendor in respect of payment of the Closing Amount with respect to payment of any Earn-Out Amount unless so otherwise directed in writing no later than 10 Business Days prior to each respective Payment Date by Vendor.

(e) **Post-Closing Operation of the Business.** Subject to the terms of this Agreement and the other Transaction Documents, subsequent to the Closing, Purchaser shall have sole discretion with regard to all matters relating to the operation of the Business, including, but not limited to, personnel decisions, capital expenditures, dividend payments, non-operating expenditures, and management compensation except as otherwise set out in this Agreement.

(f) **Right of Set-Off.** Upon providing notice to Vendor specifying in reasonable detail the basis for such set-off, Parent shall have the right to withhold and set-off against any amount otherwise due to be paid under this Section 2.06 with: (i) any such set-off payments identified prior to Closing to be disclosed in Section 2.06(f) of the Disclosure Letter; (ii) any Clawback Amount; and (iii) any finally determined Losses to which any Purchaser Indemnitees may be entitled under ARTICLE 8 or any other Transaction Document.

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

(h) **Earn-Out Cap and Earn-Out Floor.**

(i) For avoidance of doubt, in no circumstance will the aggregate of all Earn-Out Amounts exceed the Earn-Out Cap. In the event the payment of any Earn-Out Amount shall result in the aggregate of all Earn-Out Amounts paid and payable to Vendor exceeding the Earn-Out Cap, such Earn-Out Amount shall be automatically adjusted to equal the Earn-Out Cap minus the aggregate of all Earn-Out Amounts previously paid, and Parent and Purchaser shall have no further obligation to pay any additional Earn-Out Amounts at any time.

(ii) For the avoidance of doubt, in no circumstance will the aggregate of all Earn-Out Amounts be less than the Earn-Out Floor. In the event the aggregate of all Earn-Out Amounts paid and payable to Vendor following the expiry of the Earn-Out Period is less than the Earn-Out Floor, the Earn-Out Amount for the final Calculation Period within the Earn-Out Period shall be automatically adjusted to equal the Earn-Out Floor minus the aggregate of all Earn-Out Amounts previously paid, and Parent shall pay the balance owing to Vendor in respect of such Earn-Out Amount in accordance with Section 2.06(d).

Section 2.07 Legending of Common Shares.

The Earn-Out Shares will, at the Closing Time, not be conditionally approved for listing and trading on the Exchange. The parties hereto understand and agree that Parent shall be responsible for ensuring the any issuance of Earn-Out Shares is in compliance with the Laws of Canada and Vendor shall be solely responsible for ensuring the issuance of any Earn-Out Shares is in compliance with the Laws of the United Kingdom, Greece or any other local jurisdiction to which Vendor may be subject. Vendor further acknowledges and agrees that the Earn-Out Shares are only issuable to the Vendor and not to any other Person. Notwithstanding anything in this Agreement to the contrary, Parent's ability to issue and deliver Earn-Out Shares under this Agreement remains subject to:

(a) the Vendor will not be an "insider" (as defined in Exchange policies) at the time of issuance of any Earn-Out Shares and the issuance of Earn-Out Shares will not result in the Vendor becoming an "insider", and the Vendor will not otherwise be prohibited from receiving Earn-Out Shares in accordance with applicable Laws;

(b) the qualification of such Common Shares or obtaining approval of such regulatory authority as the Parent shall determine to be necessary or advisable in connection with the issuance or sale thereof (and Parent shall take commercially reasonable steps to obtain such qualification or approval as may be necessary for the issuance of such Common Shares in compliance with applicable Laws and Exchange policies but shall not be required to file a prospectus, registration statement or any similar offering document in connection with such issuance);

(c) the receipt from Vendor of such representations, agreements and undertakings as to future dealings in the Common Shares as Parent determines to be necessary or advisable in order to safeguard against the violation of the applicable Laws of any jurisdiction. Any Earn-Out Shares issued will be issued pursuant to an exemption set out in Section 2.12 of National Instrument 45-106 relating to asset acquisitions, and, as a consequence, any share certificates or DRS statements evidencing such Earn-Out Shares will bear a legend restricting resale, as set forth below, and any resale of the such Earn-Out Shares shall be subject to a restricted period of four (4) months and one (1) day from the date such Earn-Out Shares are issued:

> *Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is four (4) months and a day after the date of issuance of the securities].*

(d) any Earn-Out Shares issued may be subject to a restricted period of four (4) months and one (1) day from the date such Earn-Out Shares are issued, pursuant to the rules and policies of the Exchange, in which case such Earn-Out Shares will bear the following legend:

> *Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert the date that is four months and a day after the date of issuance of the securities].*

Section 2.08 Allocation of Purchase Price.

Vendor and Purchaser agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth in Section 2.08 of the Disclosure Letter (the "**Allocation Schedule**"). Purchaser and Vendor agree that the values so attributed to the Purchased Assets are the respective fair market values thereof, and Purchaser and Vendor shall file all Tax Returns and elections required or desirable under the Tax Act in a manner consistent with the Allocation Schedule, and shall not take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation Schedule unless required to do so by applicable Law. If the Purchase Price and the Assumed Liabilities are adjusted in any manner as provided by this Agreement, the Allocation Schedule shall be adjusted as mutually agreed by Purchaser and Vendor to reflect such adjustments to the consideration paid pursuant to this Agreement.

Section 2.09 Withholding Taxes.

Purchaser shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as it is required to deduct and withhold under the Tax Laws of any applicable jurisdiction. Any amounts deducted pursuant to this Section 2.09 and remitted to the appropriate Governmental Authority shall be treated for all purposes as having been paid to the appropriate person with respect to which such deduction or withholding was made.

Section 2.10 HST/GST.

(a) The parties acknowledge that the Purchase Price does not include any HST/GST or any Tax imposed under any provision of any applicable Law imposing a similar value-added or multi-staged Tax (including VAT).

(b) Purchaser and Vendor acknowledge and agree that Purchaser is acquiring ownership, possession and use of substantially all of the assets reasonably necessary for Purchaser to carry on the Business and that the purchase and sale of the Purchased Assets shall be completed on the basis that no HST/GST (and no Tax imposed under any provision of any applicable Law a similar value-added or multi-staged Tax (including VAT)) will be payable by Purchaser in respect of the purchase and sale of the Purchased Assets.

(c) Purchaser and Vendor shall jointly make the elections provided for under section 167(1.1) of the HST/GST Act so that no HST/GST will be payable in respect of the transactions contemplated by this Agreement.

(d) Purchaser and Vendor shall complete the election forms in respect of such elections.

(e) Purchaser shall file such elections no later than the due date for Purchaser's HST/GST returns for the first reporting period in which HST/GST would, in the absence of filing such elections, become payable in connection with the transactions contemplated by this Agreement.

(f) If, however, any HST/GST or VAT any other Tax imposed under any provision of any applicable Law imposing a similar value-added or multi-staged Tax is payable in respect of the purchase and sale of the Purchased Assets, Purchaser shall pay to Vendor, immediately upon demand, such amounts and Vendor shall remit on a timely basis such payment to the Canada Revenue Agency (and to any other applicable taxation authority) and provide to Purchaser evidence in writing of such remittance. Vendor shall be liable for and shall pay for any applicable interest or penalties payable as a result of any late payment of HST/GST (and any Tax imposed under any provision of any applicable Law imposing a similar value-added or multi-staged Tax) to the extent such late payment is due to its own fault. Notwithstanding the foregoing, if required by applicable Law, Purchaser will pay any such Tax that is payable in respect of the purchase and sale of the Purchased Assets, directly to the Canada Revenue Agency or the applicable taxation authority.

(g) Vendor is not registered under the British Columbia *Provincial Sales Tax Act*.

Section 2.11 Third-Party Consents.

(a) To the extent that Vendor's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Purchaser without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Vendor shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair

Purchaser's rights under such Purchased Asset so that Purchaser would not in effect acquire the benefit of all such rights, Vendor, to the maximum extent permitted by Law and the Purchased Asset, shall act after the Closing as Purchaser's agent to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser. Notwithstanding any provision in this Section 2.11 to the contrary, Purchaser shall not be deemed to have waived its rights under Section 7.02(d) unless and until Purchaser either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing. It is expressly agreed that Vendor shall bear any reasonable costs and expenses for performing the above-mentioned actions. If such costs and expenses are reasonably expected to exceed the aggregate amount of $5,000, then the Parties shall consult in good faith in order to agree on a fair expenses allocation.

(b) If and to the extent that this Agreement is ineffective in transferring or assigning any of the Purchased Assets (including the Intellectual Property contained therein) to Purchaser, Vendor shall and does hereby grant to Purchaser a perpetual, irrevocable, exclusive, sub-licensable, transferable, unrestricted, royalty free, fully paid up, world right and licence to reproduce, modify, adapt, copy, sub-licence, distribute, publish, exploit and otherwise use, in any manner or media that Purchaser may at any time desire, such Purchased Assets without restriction.

ARTICLE 3
CLOSING

Section 3.01 Closing.

Subject to the terms and conditions of this Agreement, the purchase and sale of the Purchased Assets contemplated hereby shall take place by way of the exchange between Parent and Purchaser's counsel and the Vendor's counsel of executed documents and other deliverables on the basis of professional undertakings of trust conditions (the "**Closing**"), to be held at the Closing Time on the Closing Date.

Section 3.02 Transactions to be Effected at the Closing.

(a) At the Closing, Parent and Purchaser shall:

(i) pay to Vendor's Designated Bank Account the Closing Amount by irrevocable wire transfer of immediately available funds and provide proof of such irrevocable wire transfer to Vendor; and

(ii) deliver to Vendor the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by Parent and Purchaser at or before the Closing under Section 7.03.

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

(i) the Purchased Assets, as applicable; and

(ii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Vendor at or before the Closing under Section 7.02.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF VENDOR AND SHAREHOLDERS

Except as set forth in the Disclosure Letter, Vendor and each Shareholder, jointly and severally, represent and warrant to Parent and Purchaser, and acknowledges that Parent and Purchaser is relying thereon, that the statements contained in this ARTICLE 4 are true and correct as of the date hereof.

Section 4.01 Corporate Status of Vendor.

Vendor is a corporation incorporated and validly existing under the Laws of England and Wales and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require any such discontinuances or dissolutions. Each of Vendor and the Shareholders is not insolvent under the Laws of England and Wales or, to Vendor's Knowledge, the Laws of any other applicable jurisdiction and there is no bankruptcy, liquidation or other similar proposal or similar legal process in progress, pending or contingent or, to Vendor's Knowledge, threatened by or against Vendor or the Shareholders. Vendor has submitted all notices and returns of corporate information and all other filings required by applicable Law to be submitted by it to any Governmental Authority. Vendor has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Vendor has the power to lawfully carry on its business.

Section 4.02 Authority of Vendor and Shareholders.

Vendor has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which Vendor is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Vendor of this Agreement and any other Transaction Document to which Vendor is a party, the performance by Vendor of its obligations hereunder and thereunder and the consummation by Vendor of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Vendor. This Agreement and the other Transaction Documents to which Vendor and/or each of the Shareholders is a party, have been duly executed and delivered by Vendor and each of the Shareholders, and (assuming due authorization, execution and delivery by Parent and Purchaser) this Agreement and the other Transaction Documents constitutes a legal, valid and binding obligation of Vendor and each of the Shareholders enforceable against Vendor and each of the Shareholders in accordance with their respective terms.

Section 4.03 No Conflicts; Consents.

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

(a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, Notice of Articles, by-laws or any shareholder agreement of Vendor, as applicable;

(b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Vendor, the Shareholders, the Business or the Purchased Assets;

(c) except as set forth in Section 4.03(c) of the Disclosure Letter, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Vendor is a party or by which Vendor or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or

(d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets.

No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Vendor or the Shareholders in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.04 Financial Statements.

(a) Complete copies of the Financial Statements of the Business have been delivered to Purchaser. Except as set forth in Section 4.04(a) of the Disclosure Letter, the Financial Statements have been prepared in accordance with UK GAAP applied on a consistent basis throughout the period involved.

(b) The Financial Statements are based on the Books and Records and fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

Section 4.05 Undisclosed Liabilities.

Vendor has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against and expressly disclosed in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the Ordinary Course consistent with past practice since the Balance Sheet Date; and (c) those which are disclosed in the Section 4.05 Disclosure Letter (including the off-balance-sheet Liabilities provided in Section 4.05 of the Disclosure Letter).

Section 4.06 Absence of Certain Changes, Events and Conditions.

Since the Balance Sheet Date, and other than in the Ordinary Course consistent with past practice or as provided in Section 4.06 of the Disclosure Letter, there has not been any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by UK GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in cash management practices and policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts receivable, accrual of accounts receivable, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(d) entry into any Contract that would constitute a Material Contract;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the Ordinary Course consistent with past practice;

(f) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet;

(g) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(h) transfer, assignment or grant of any licence or sub-licence of any rights under or with respect to any IP Assets or IP Agreements;

(i) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(j) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(k) imposition of any Encumbrance upon any of the Purchased Assets;

(l) hiring or promoting any individual except to fill a vacancy in the Ordinary Course;

(m) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, or (ii) Benefit Plan, in each case whether written or oral;

(n) loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Business;

(o) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or filing of an assignment or notice of intention to file a proposal in bankruptcy under the

Laws of any applicable jurisdiction or, to the Vendor's Knowledge, the making of any bankruptcy order against it under Laws;

(p) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of $5,000.00, individually (in the case of a lease, per annum) or $10,000.00 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of supplies in the Ordinary Course consistent with past practice; and

(q) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 4.07 Material Contracts.

(a) Section 4.07(a) of the Disclosure Letter lists complete and accurate details of each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Vendor is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all IP Agreements set forth in Section 4.11(c) of the Disclosure Letter and Unredeemed Contracts set forth in Section 2.01(a) of the Disclosure Letter, being "**Material Contracts**"):

(i) all Contracts involving aggregate consideration in excess of $10,000.00;

(ii) all Contracts that are (A) of an unusual or exceptional nature; (B) not fully on an arm's length basis; or (C) were entered into other than in the Ordinary Course;

(iii) all Contracts that (A) involve the grant of any sole or exclusive rights by or to Vendor; (B) are incapable of termination in accordance with their terms by Vendor on 30 days' notice or less; (C) are likely to result in a loss to Vendor on completion of performance; or (D) cannot be readily fulfilled or performed by Vendor on time without undue or unusual expenditure of money or effort;

(iv) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, Environmental or other Liability of any Person;

(v) all Contracts that relate to the acquisition or disposition of a material amount of shares, securities or assets of any other Person or any real property (whether by amalgamation, sale of shares, sale of assets or otherwise);

(vi) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;

(vii) all employment agreements and Contracts with any independent contractors or consultants (or similar arrangements);

(viii) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including guarantees);

(ix) all Contracts that limit or purport to limit the ability of Vendor to compete in any line of business or with any Person or in any geographic area or during any period of time or otherwise restrict the freedom of Vendor to carry on the Business in any part of the world in such manner as Vendor thinks fit;

(x) all joint venture, partnership or similar Contracts;

(xi) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal, right of first offer or preferential or similar right to purchase any of the Purchased Assets;

(xii) all Contracts for the supply of goods or services by or to Vendor on terms under which retrospective or future discounts, price reductions or other financial incentives are given;

(xiii) all powers of attorney with respect to the Business or any Purchased Asset; and

(xiv) any other Contract that is material to the Purchased Assets or the operation of the Business and not previously disclosed under this Section 4.07(a).

(b) Each Material Contract is valid and binding on Vendor in accordance with its terms and is in full force and effect. None of Vendor or, to Vendor's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Vendor has not assigned transferred or otherwise disposed of its interest under any Material Contract (except to the Purchaser as contemplated in this Agreement). There are no material disputes pending or, to Vendor's Knowledge, threatened under any Material Contract. All reasonably necessary steps have been taken by Vendor to permit Vendor's interest in each of the Material Contracts to be duly and validly assigned to Purchaser, free and clear of all Encumbrances.

(c) There are no outstanding or ongoing negotiations of material importance to the Business, Purchased Assets or profits of the Business, or any outstanding quotations or tenders for a Contract that, if accepted, would give rise to a contract of the type referred to in Section 4.07(a).

(d) Except for the Assigned Contracts, there are no contracts, arrangements, licences or other commitments involving obligations or liabilities in respect of the Business or the Purchased Assets which ought reasonably to be made known to the Purchaser.

(e) Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been Disclosed.

Section 4.08 Title to Purchased Assets.

Vendor has good, valid and marketable title to, or a valid leasehold interest in, all of the Purchased Assets. Each of the Purchased Assets are legally and beneficially owned by Vendor (solely and exclusively) or, to the extent leased by Vendor, validly used by Vendor. The Purchased Assets are in the possession and control of Vendor. No Person (other than Purchaser and Parent) has any agreement or option or any right capable of becoming an agreement or option for the purchase or assignment of all or any part of the Purchased Assets. On Closing all such Purchased Assets will be free and clear of Encumbrances except for Permitted Encumbrances.

Section 4.09 Condition and Sufficiency of Assets.

The buildings, structures, fixtures, machinery, equipment, vehicles and other items of Tangible Personal Property included in the Purchased Assets are in good working order, reasonable wear and tear excepted, and are adequate for the uses to which they are currently being put, and none of such Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are used exclusively in connection with the Business and are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

Section 4.10 Real Property.

(a) The Vendor does not currently, and has not in the past, owned any real property.

(b) Section 4.10(b) of the Disclosure Letter sets forth each parcel of real property leased by the Vendor and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of the Vendor in and to leasehold improvements relating thereto, including security deposits, reserves or prepaid rents paid in connection therewith, collectively, the "**Leased Real Property**"), and a true and complete list of all leases, subleases, licences, concessions and other agreements (whether written or oral), including all amendments, extensions, renewals, guarantees, indemnities and other agreements with respect thereto, under which the Vendor holds any Leased Real Property (collectively, the "**Lease**"). The Vendor has Disclosed a true and complete copy of each Lease. With respect to each Lease:

(i) assuming due authorization, execution and delivery by each other party thereto, such Lease is valid, binding, enforceable and in full force and effect;

(ii) Vendor is not in breach or default under such Lease, and, to the Vendor's Knowledge, no event has occurred or circumstance exists that, with the delivery of notice, passage of time or both, would constitute such a breach or default, and the Vendors have paid all rent due and payable under such Lease;

(iii) Vendor has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Vendor under the Lease and, to the Vendor's Knowledge, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) Vendor has not subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof;

(v) Vendor has not pledged, mortgaged or otherwise granted an Encumbrance on its leasehold interest in any Leased Real Property; and

(vi) such Lease will not be affected by, nor will be in default as a result of, the completion of the transactions contemplated under this Agreement.

(c) Vendor has not received any written notice of any: (i) violations of building codes and/or zoning by-laws or other governmental or regulatory Laws affecting the Leased Real Property, (ii) existing, pending or, to the Vendor's Knowledge, threatened expropriation proceedings affecting the Leased Real Property, or (iii) existing, pending or, to the Vendor's Knowledge, threatened zoning, building code or other proceedings, or similar matters that could reasonably be expected to materially and adversely affect the ability to operate the Leased Real Property as currently operated. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(d) The Leased Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

(e) There is nothing owing by Vendor in respect of any Leased Real Property to any municipality or municipal district, or to any other commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water, or for the use thereof, other than current accounts in respect of which the due date has not yet passed.

Section 4.11 Intellectual Property.

(a) Section 4.11(a) of the Disclosure Letter lists complete and accurate particulars of all (i) IP Registrations, and (ii) IP Assets, including Software, that are not registered but that are material to the operation of the Business. Vendor is the sole and exclusive legal and beneficial, and with respect to the IP Registrations, registered, owner of all right, title and interest in and to the IP Assets, and has the valid, binding and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the Business as conducted at any time in the previous two (2) years, in each case, free and clear of Encumbrances other than Permitted Encumbrances.

(b) All IP Registrations are valid, subsisting and enforceable. All required filings and fees related to the IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all IP Registrations are otherwise in good standing. Vendor has provided Parent and Purchaser with true and complete copies of file histories, documents, certificates, examiners' reports, office actions, correspondence and other materials related to all IP Registrations.

(c) Section 4.11(c) of the Disclosure Letter lists complete and accurate details of all IP Agreements. Vendor has provided Parent and Purchaser with true and complete copies of all such IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each IP Agreement is valid and binding in accordance with its terms, is in full force and effect. None of Vendor or, to Vendor's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of, or any intention to terminate, any IP Agreement. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any IP Agreement or provide grounds for any termination, avoidance or repudiation of any IP Agreement, or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. The Vendor has no reason to believe that the IP Agreements will not be renewed on substantially similar terms when they expire.

(d) The IP Assets and Intellectual Property licensed under the IP Agreements are all of the Intellectual Property necessary to operate the Business as conducted at any time in the previous two (2) years. The consummation of the transactions contemplated in this Agreement will not result in the termination of any IP Agreements nor will it result in the loss or impairment of, or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, Purchaser's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business as currently conducted.

(e) Vendor's rights in the IP Assets are valid, subsisting and enforceable and nothing has been done as a result of which any of them has ceased or might be reasonably expected to cease to be valid, subsisting and enforceable. Vendor has taken all reasonable steps to maintain and protect the IP Assets and to protect and preserve the confidentiality of confidential information, know-how and trade secrets included in the IP Assets, including requiring all Persons having access thereto to execute written non-disclosure agreements. Further, all confidential information (including know-how and trade secrets) relating to the Purchased Assets has been kept confidential and has not been disclosed to third parties (other than to third parties who have signed written non-disclosure agreements). Without limiting the generality of the foregoing, Vendor has entered into binding and enforceable, written agreements with every current and former employee, independent contractor or consultant of Vendor, whereby such Persons (i) assign to Vendor any ownership interest and right they may have in the IP Assets; and (ii) acknowledge Vendor's exclusive ownership of all IP Assets. Vendor has provided Parent and Purchaser with true and complete copies of all such agreements.

(f) The conduct of the Business as currently and formerly conducted, the IP Assets and Intellectual Property licensed under the IP Agreements as currently or formerly owned, licensed or used by Vendor, have not, to the Vendor's Knowledge: (A) infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person and no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any IP Assets; or (B) constituted, do not constitute and are not likely to constitute, any breach of confidence, passing off or actionable act of unfair competition and have not given and do not give rise to any obligation to pay any royalty, fee, compensation or any other sum whatsoever beyond any consideration payable as part of any terms and conditions entered into by Vendor in the Ordinary Course. To Vendor's Knowledge, there has been no unauthorized use of the IP Assets nor any third party breach of confidence or passing off in relation to the IP Assets and no such action is current or anticipated.

(g) There have been and there are no Actions (including any oppositions, interferences or re-examinations) past, current, settled (whether in or out of court) or, to Vendor's Knowledge, pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by Vendor in connection with the Business; (ii) challenging the validity, enforceability, registrability, ownership or use of any IP Assets or Vendor's rights with respect to any IP Assets; or (iii) by Vendor or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of any IP Assets. Vendor is not subject to any outstanding or prospective Governmental Order (including any application or petition therefor) that does or would restrict or impair the use of any IP Assets.

(h) Vendor (i) is the current registrant and user of each Domain Name and Social Media Account, and has not sold, transferred, licensed, charged or otherwise encumbered any Domain Name or Social Media Account, or allowed a Domain Name or Social Media Account to be used by any third party; (ii) has, in his control and possession, sufficient information, passwords and access codes to allow Purchaser to access, edit, control and/or administer each Domain Name and Social Media Account from the Closing Date.

(i) No open source software has been included or used in, or in the development of, any element of the Software developed by or for Vendor in contravention of its applicable open source licence terms and, to Vendor's Knowledge, no third party is asserting or has in the last three (3) years asserted any such contravention against GrowthRocks Private Company or Vendor.

(j) To Vendor's Knowledge, the Software developed by or for Vendor is substantially free of any material defects, material bugs and errors, and does not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, Data or other materials which have caused or may cause a Material Adverse Effect. Vendor owns the Intellectual Property in the Software developed by or for Vendor.

(k) The information technology and Data processing systems, facilities and services used by Vendor in the Business, including all Software developed by or for Vendor, technology, hardware, networks, communications facilities, platforms and related systems and services (collectively, the "**Systems**"): (A) are adequate for the operation of the Business as conducted at the date hereof; (B) are functioning properly and are substantially free from any material defects, bugs and errors; (C) have sufficient capacity, scalability and performance (with necessary maintenance modifications) to meet the current peak volume requirements of the Business; (D) do not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, Data or other materials; and (E) have been maintained in accordance with Good Industry Practice; and (F) can be used and operated and, in respect of the source code contained in the IP Assets, maintained, by reasonably skilled personnel without the need for further assistance.

(l) Each of the databases for the Data (i) is complete and accurate in all material respects for the purposes for which it was originally created; (ii) has not been used for any purpose that would constitute a breach of Privacy Laws; and (iii) has not suffered any loss or corruption in the period of 24 months preceding the Closing Date.

(m) Except as otherwise set forth in Section 4.11(m) of the Disclosure Letter, since inception of the Business, there has been no Security Incident of which Vendor is aware nor has there been: (i) a failure, breakdown or continued substandard performance of any Systems that has caused a material disruption or interruption in or to any use of the Systems or the conduct of the Business; or (ii) a defect or weakness in the Systems or databases under the control of Vendor that has caused any unauthorized access, use, copying, modification, theft or destruction of Vendor's Data or Personal Information. Vendor has implemented business continuity, back-up and disaster recovery policies, procedures and systems that are consistent with Good Industry Practice and sufficient to maintain the operation of the Business in all material respects.

(n) Save for the Purchaser as authorized pursuant to this Agreement, to Vendor's Knowledge, no trademark, trade name, business name, domain name or product name identical or materially similar to "Viral Loops" has been: (i) registered anywhere in the United Kingdom, the European Union, any country in the European Union, Canada or the United States of America; or (ii) is being used by any Person in the same or similar business to that of the Business in the United Kingdom, the European Union, any country in the European Union, Canada or the United States of America.

Section 4.12 Data Protection.

(a) Vendor has complied in all material respects and in accordance with Good Industry Practice with the Privacy Laws regarding the collection, retention, use, process, disclosure, transfer (including transfer outside of the UK) and protection of all Personal Information and Data and all cyber incident, information security and Data breach notification and record-keeping requirements under applicable Privacy Laws.

(b) Vendor has issued appropriate fair processing notices or privacy notices to individuals which comply with all applicable requirements under UK GDPR.

(c) Vendor has obtained valid consents in respect of its mailing lists which are no older than one (1) year and has complied with any opt-out requests.

(d) Vendor has not received any notice, request, correspondence or other communication from any Governmental Authority in connection with a breach or alleged breach of its obligations under Privacy Laws. No Person (including any Governmental Authority) has commenced any Action relating to the Vendor's data protection, information privacy or Data security practices, including with respect to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of Data or Personal Information maintained by or on behalf of the Business or, to Vendor's Knowledge, threatened any such Action, or made any complaint, investigation or inquiry relating to such practices. To Vendor's knowledge, there is no fact or circumstance that may lead to any notice, request, correspondence, communication, claim, complaint, enforcement action or Action by any Person (including any Governmental Authority) that may have a Material Adverse Effect.

(e) Vendor has complied with all requests by individuals, including any requests for access to Personal Information, the cessation of specified processing activities or the rectification or erasure or any Personal Information, in each case in accordance with the requirements of the Privacy Laws, and there are no such requests outstanding at the Closing Time on the Closing Date. No Person has claimed any compensation from Vendor for the loss of or unauthorized disclosure or transfer of Personal Information, and, to Vendor's Knowledge, no facts or circumstances exist that might give rise to such a claim insofar as the same relate to the Business.

(f) Vendor has implemented reasonable technical and organizational measures to protect against the unauthorized or unlawful processing of, or accidental loss or damage to, any Personal Information processed by Vendor or by third parties it has appointed to process Personal Information. Vendor has not experienced any Security Incident with respect to any Data or Personal Information in the Vendor's possession, custody or control, or otherwise held or processed on its behalf.

Section 4.13 Material Customers.

Section 4.13 of the Disclosure Letter sets forth with respect to the Business: (i) each customer who is using goods or services rendered by the Business as at the Closing Date (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during these periods. Vendor has not received any notice, and has no reason to believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 4.14 Insurance.

Vendor does not presently maintain, and has never maintained, any policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety, vehicle, collision, fiduciary liability or other casualty and property insurance relating to the Business, the Purchased Assets or the Assumed Liabilities.

Section 4.15 Legal Proceedings; Governmental Orders.

(a) Neither the Vendor nor any person for whose acts or omissions it may be vicariously liable, is engaged or involved in or otherwise subject to any Actions and neither are any Actions pending or, to Vendor's Knowledge, threatened which (i) relate to or affect the Business, the Purchased Assets or the Assumed Liabilities (or by or against Vendor or any Affiliate thereof and relating to the Business); or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To

Vendor's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting Vendor, the Purchased Assets, the Assumed Liabilities, or the Business.

Section 4.16 Compliance with Laws; Permits.

(a) Vendor has complied, and is now complying in all material respects, with all Laws applicable to the conduct of the Business as currently conducted and the ownership and use of the Purchased Assets.

(b) As of the Closing Date, Vendor has complied in all material respects, and Vendor is now complying in all material respects, with all material requirements of Laws (including Privacy Laws) and Governmental Orders applicable to the Business or the Purchased Assets. Vendor has not received any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any Laws (including Privacy Laws) and, to Vendor's Knowledge, no fact or circumstance exists which may result in any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any Laws (including Privacy Laws).

(c) All Permits required for Vendor to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Vendor and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 4.16(c) of the Disclosure Letter lists all current Permits issued to Vendor that are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 4.16(c) of the Disclosure Letter.

Section 4.17 Benefit Plans.

Vendor does not presently have, and has never had, any Benefit Plans which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Vendor for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Vendor or any spouse or dependent of such individual, or under which the Vendor has or may have any Liability, or with respect to which the Purchaser or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise.

Section 4.18 Employment Matters.

(a) Vendor does not presently have, and has never had, any employees. No employees shall be transferred to Purchaser by way of Law as a consequence of the execution and/or fulfilment of this Agreement.

(b) Vendor is not a party to, or otherwise bound by, any order, writ, judgment, injunction, decree, stipulation, determination or award relating to employees or employment practices entered by or with any Governmental Authorities.

(c) Section 4.18(c) of the Disclosure Letter lists complete and accurate details of all independent contractors and consultants of Vendor, which indicates for each such Person: (i) the location of the services performed by each such Person for the Vendor; (ii) the date each Person commenced performing services for the Vendor; (iii) the current rate of compensation for each such Person and the total fees paid during the 12-month period ending on the date of this Agreement. Except as set forth in Section 4.18(c) of the Disclosure Letter, each of the independent contractors and consults of Vendor provide services to the Vendor in relation to the Business under standard form agreements which include: (i) confidentiality protection; (ii) assignment of invention and copyright;. A copy of each standard form agreement has been Disclosed.

(d) Each independent contractor of Vendor has been properly classified as an independent contractor in accordance with applicable Laws and Vendor has not received any notice from any Governmental Authority disputing such classification.

(e) All inspection reports received by the Vendor in respect of the Business or the Purchased Assets in the past five (5) years under the Occupational Health and Safety Acts have been Disclosed and all such reports are complete and accurate and are not misleading. There are no outstanding enforcement, prohibition, stop, remediation, improvement notices or Governmental Orders nor any pending charges made under any Occupational Health and Safety Acts relating to the Business or the Purchased Assets and there have been no fatal or critical accidents within the last five (5) years that might reasonably be expected to lead to charges involving Vendor under the Occupational Health and Safety Acts. Vendor has complied with all Governmental Orders issued under the Occupational Health and Safety Acts in all respects.

(f) No claim has been made under the Coronavirus Job Retention Scheme pursuant to the Coronavirus Act 2020 that is abusive or otherwise contrary to the exceptional purpose of the CJRS

Section 4.19 Taxes.

(a) There are no Encumbrances for Taxes upon any of the Purchased Assets and no event has occurred that, with the passage of time or the giving of notice, or both, could reasonably be expected to result in an Encumbrance for Taxes on any of the Purchased Assets. Nor, to Vendor's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(b) Vendor is a non-resident of Canada within the meaning of the Tax Act.

(c) Vendor has: (i) filed on a timely basis all Tax Returns, reports, slips and statements required to be filed in connection with any Taxes, including information returns or reports with respect to withholding at source or payments to third parties, and all such Tax Returns and other documents are correct, complete and accurate in all respects; and (ii) timely and properly paid all Taxes due and payable, whether or not shown on such Tax Returns.

(d) Vendor has deducted, withheld, collected, and remitted when due to each applicable taxing authority all Taxes which it is required to deduct, withhold, collect, and remit.

(e) No claim has been made or, to Vendor's Knowledge, threatened by any taxing authority in any jurisdiction where the Vendor does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(f) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Vendor.

(g) The amount of the Vendor's liability for unpaid Taxes for all periods ending on or before the Balance Sheet Date does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of the Vendor's liability for unpaid Taxes for all periods following the end of the recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of the Vendor (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).

(h) Vendor has duly and timely collected all amounts on account of any sales/use or transfer Taxes required by Law to be collected by the Vendor and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by applicable Law to be remitted by the Vendor.

(i) Section 4.19(i) of the Disclosure Letter of the Vendor sets forth:

(i) the taxable years of the Vendor as to which the applicable statutes of limitations on the assessment and collection of Taxes have not expired;

(ii) those years for which examinations by the taxing authorities have been completed; and

(iii) those taxable years for which examinations by taxing authorities are presently being conducted.

(j) All deficiencies asserted, or assessments made, against the Vendor as a result of any examinations by any taxing authority have been fully paid.

(k) The Vendor is not a party to any Action by any taxing authority. There are no pending or, to Vendor's Knowledge, threatened Actions by any taxing authority.

(l) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Vendor.

(m) The Vendor is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(n) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Vendor.

(o) The Vendor has not been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes.

Section 4.20 Books and Records.

The record books of the Vendor relating to the Business form part of the Books and Records and all of such documents have been Disclosed, are complete and correct and have been maintained in accordance with the Companies Act 2006 and sound business practices.

Section 4.21 Brokers.

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

Section 4.22 Issuance of Common Shares; Securities Laws.

The Vendor is entitled to receive Earn-Out Shares in compliance with the Laws of the United Kingdom, Greece or any other local jurisdiction to which Vendor may be subject, and the issuance of any Earn-Out Shares to the Vendor does not and will not require the Parent or any other Person to file a prospectus, registration statement or any similar offering or qualification document, or any report or other document in connection with such issuance.

Section 4.23 Full Disclosure.

No representation or warranty by Vendor in this Agreement and no statement contained in the Disclosure Letter to this Agreement or any certificate or other document furnished or to be furnished to Parent and/or Purchaser under this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser and Parent, jointly and severally, represent and warrant to Vendor, and acknowledge that Vendor is relying thereon, that the statements contained in this ARTICLE 5 are true and correct as of the date hereof.

Section 5.01 Corporate Status of Purchaser.

Each of Purchaser and Parent is a corporation incorporated and validly existing under the Laws of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. Purchaser and Parent have each submitted all notices and returns of corporate information and all other filings required by applicable Law to be submitted by it to any Governmental Authority.

Section 5.02 Authority of Purchaser.

Purchaser and Parent each has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which Purchaser or Parent, as applicable, is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Purchaser and Parent of this Agreement and any other Transaction Document to which they are a party, the performance by Purchaser and Parent of their obligations hereunder and thereunder and the consummation by Purchaser and Parent of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser and Parent. This Agreement has been duly executed and delivered by Purchaser and Parent, and (assuming due authorization, execution and delivery by Vendor) this Agreement constitutes a legal, valid and binding obligation of Purchaser and Parent enforceable against Purchaser and Parent in accordance with its terms. When each other Transaction Document to which Purchaser or Parent is or will be a party has been duly executed and delivered by Purchaser and Parent, as applicable, (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal, valid and binding obligation of Purchaser and Parent, as applicable, enforceable against Purchaser and Parent, as applicable, in accordance with its terms.

Section 5.03 No Conflicts; Consents.

The execution, delivery and performance by Purchaser and Parent of this Agreement and the other Transaction Documents to which they are a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, Notice of Articles, any unanimous shareholder agreement or other constating documents of Purchaser or Parent; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Purchaser or Parent; or (c) require the consent, notice or other action by any Person under any Contract to which Purchaser or Parent is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Purchaser or Parent in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (x) for listing approvals required from the Exchange and filings with applicable securities commissions in Canada, and (y) as set forth in Section 2.07.

Section 5.04 Brokers.

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

Section 5.05 Legal Proceedings.

There are no Actions pending or, to Purchaser's Knowledge, threatened against or by Purchaser or any Affiliate of Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.06 Issuance of Common Shares; Securities Laws.

(a) Any Common Shares to be issued as consideration in an Earn-Out Amount, if any, will have been duly and validly authorized and issued as fully paid and non-assessable shares of Parent.

(b) No securities commissions or other similar regulatory bodies of any applicable province or territory of Canada or similar regulatory authority has issued any order preventing or suspending trading of any securities of Parent and no such proceeding is, to the knowledge of Purchaser, pending, contemplated or threatened.

(c) Parent is a reporting issuer in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and is not in default of any requirement of the applicable Canadian securities laws and the Common Shares are not registered under the *Securities Exchange Act of 1934* (United States), as amended.

ARTICLE 6
COVENANTS

Section 6.01 Closing Financial Statements.

Within 40 days after the Closing Date, Vendor shall prepare and deliver to Purchaser unaudited, unconsolidated financial statements of the Business for the 12-month period ended March 31, 2022, consisting of a balance sheet and statement of income and retained earnings ("**Closing Financial Statements**") and a certificate of an officer of Vendor stating that the Closing Financial Statements were prepared in accordance with UK GAAP applied using the same accounting methods, practices, principles, polices and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements.

Section 6.02 Non-Disparagement.

Vendor and Shareholders shall not, for a period of seven (7) years commencing on the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, defame or actively disparage the commercial, business or financial reputation of the Business, Purchaser or its Affiliates, any of their products or services, or any of their respective shareholders, employees, officers or directors.

Section 6.03 Confidentiality.

From and after the Closing, Vendor and each of the Shareholders shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective

Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Vendor and Shareholder can show that such information (a) is generally available to and known by the public through no fault of Vendor or Shareholder, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Vendor or Shareholder, any of its Affiliates or their respective Representatives from and after the Closing from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Vendor or Shareholder or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Vendor and Shareholder shall promptly notify Parent and Purchaser in writing and shall disclose only that portion of such information that Vendor and Shareholder is advised by its counsel in writing is legally required to be disclosed; *provided that* Vendor and Shareholder shall use its reasonable best efforts to obtain an appropriate injunction, protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.04 Personal Information Privacy.

Purchaser shall at all times comply with all Laws governing the protection of personal information (including Privacy Laws) with respect to Personal Information disclosed or otherwise provided to Purchaser by Vendor under this Agreement. Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Business and the Purchased Assets as contemplated in this Agreement and completing the transactions contemplated in this Agreement. Purchaser shall safeguard all Personal Information collected from Vendor in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to Vendor or destroy such Personal Information at Vendor's request.

Section 6.05 Non-Competition; Non-Solicitation.

(a) For a period of 3 years commencing on the Closing Date (the "**Restricted Period**"), Vendor and each Shareholder shall not, and shall not permit its respective Affiliates to, directly or indirectly, in any manner whatsoever:

(i) own, manage, operate, join, control, finance, sponsor, promote, foster or lend technical or financial assistance to or engage in or assist others in engaging in any Competing Business within the Territory, unless otherwise consented in writing by Purchaser; or

(ii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Vendor, Shareholders and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship.

Notwithstanding the foregoing, Vendor and Shareholders may own, directly or indirectly, on an aggregate basis, solely as an investment, securities of any Person traded on any stock exchange if neither Vendor nor any Shareholder is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own one percent (1%) or more of any class of securities of such Person on an aggregate basis.

(b) During the Restricted Period, Vendor and each Shareholder shall not, and each shall not permit any of its respective Affiliates to, directly or indirectly, hire or solicit any Person who is engaged or to be engaged by Purchaser or Parent under any capacity, or is or was engaged in the Business or engaged as an independent contractor during the Restricted Period, or encourage any such employee or contractor to leave such employment or engagement, as applicable, or hire any such employee who has left such employment or engage such contractor whose engagement has terminated; *provided that* nothing in this Section 6.05(b) shall prevent Vendor, Shareholder or any of their respective Affiliates from hiring or engaging, as applicable (i) any employee or contractor whose employment or engagement has been terminated by Purchaser or (ii) after 180 days from the date of termination of employment or engagement, any employee or contractor whose employment or engagement has been terminated by the employee or contractor.

(c) During the Restricted Period and within the Territory, Vendor and each Shareholder shall not, and shall not permit any of each of their respective Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Purchaser, Parent or each of their respective Affiliates or potential clients or customers of the Purchaser or its Affiliates for purposes of diverting their business or services from Purchaser or its Affiliates. For greater certainty, Vendor and Shareholders shall not solicit or entice, or attempt to solicit or entice, any clients or customers or potential clients or customers who had business relationships with Vendor or Shareholder which form part of the Purchased Assets.

(d) Vendor and each Shareholder acknowledges that a breach or threatened breach of this Section 6.05 would give rise to irreparable harm to Parent and Purchaser, for which monetary damages would not be an adequate remedy, and hereby agrees that, in the event of a breach or a threatened breach by Vendor or any Shareholder of any such obligations, Parent and Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent equitable jurisdiction (without any requirement to post a bond or other security).

(e) Vendor and each Shareholder acknowledges that the restrictions contained in this Section 6.05 are reasonable and necessary to protect the legitimate interests of Parent and Purchaser and constitute a material inducement to Parent and Purchaser entering into this Agreement and consummating the transactions contemplated by this Agreement. The covenants contained in this Section 6.05 and each provision hereof is severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(f) **Restrictive Covenant.** The parties hereto 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 Vendor and Shareholders under this Agreement with respect to the Business (collectively, the "**Restrictive Covenants**"). Accordingly, the parties hereto acknowledge and agree that: (i) no proceeds shall be received or receivable by Vendor or Shareholders for granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Tax Act; and (ii) the Restrictive Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Assets. In furtherance of the foregoing, Purchaser agrees to co-operate with the Vendor and Shareholders and to execute the requisite tax election should the Vendor and Shareholders elect to take advantage of and prepare and file such an election.

Section 6.06 Governmental Approvals and Consents.

(a) Vendor shall use its best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.03 of the Disclosure Letter.

(b) If any consent, approval or authorization necessary to preserve any right or benefit under any Contract to which the Vendor is a party is not obtained before the Closing, Vendor shall, after the Closing, use its best efforts to obtain such consent, approval or authorization and at all times cooperate fully with Purchaser in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable. If such consent, approval or authorization cannot be obtained, Vendor shall use its best efforts to provide Purchaser with the rights and benefits of the affected Contract for the term thereof and, if Vendor provides such rights and benefits, Purchaser shall assume all obligations and burdens thereunder.

Section 6.07 Books and Records.

(a) To facilitate the resolution of any claims made against the Purchased Assets, the Business, the Purchaser or incurred by Vendor before the Closing, or for any other reasonable purpose, for a period of two (2) years after the Closing or such longer period as required by applicable Law (including applicable Tax Law), the Vendor shall:

(i) retain the Books and Records (including personnel files) relating to periods before the Closing in a manner reasonably consistent with the prior practices; and

(ii) upon reasonable notice, afford the Purchaser reasonable access (including the right to make, at Purchasers' expense, photocopies), during normal business hours, to such Books and Records.

(b) Neither Purchaser nor Vendor shall be obligated to provide the other party with access to any books or records (including personnel files) under this Section 6.07 where such access would violate any Law.

Section 6.08 Public Announcements.

Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or the terms hereof or otherwise communicate with any news media without the prior written consent of the Parent or Purchaser (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Vendor acknowledges that Parent shall prepare any public announcements, and Vendor shall be accorded the opportunity to review and comment on all public announcements prior to their dissemination.

Section 6.09 Receivables.

From and after the Closing, if Vendor, Shareholder or any of its respective Affiliates receives or collects any funds relating to any Purchased Asset, Vendor, Shareholder or its respective Affiliate shall remit such funds to Purchaser within five (5) Business Days after its receipt thereof. From and after the Closing, if Purchaser or its Affiliate receives or collects any funds relating to any Excluded Asset, Purchaser or its Affiliate shall remit any such funds to Vendor within five (5) Business Days after its receipt thereof.

Section 6.10 Invoice and Support System Export.

On or prior to Closing, Vendor shall provide Purchaser with a complete export from Vendor's invoicing and support system, in form and substance satisfactory to Purchaser, acting reasonably, such that Purchaser can integrate it with Purchaser's invoicing and support ticketing systems. Vendor shall promptly pay to Purchaser any amounts received at any time in connection with the Unredeemed Contracts, as provided by Section 2.01(b).

Section 6.11 Encumbrances.

If any liabilities of the Vendor are secured by Encumbrance charging the Purchased Assets as of the Closing Date, the Vendor will, as part of the Closing provide the Purchaser a No Interest Letter or will pay out any such liabilities forthwith upon receipt of the Purchase Price, to legally obligate the secured party of the Encumbrance to discharge of the Encumbrance.

Section 6.12 Name Changes.

Vendor will: (a) forthwith following the Closing Date, change its corporate name to names which do not include "Viral Loops" or any confusingly similar name; (b) consent to Purchaser changing its name to include "Viral Loops"; and (c) deliver such written consents, undertakings and other assurances as may be required by applicable corporate registries and any other Governmental Authority in connection with the use by Purchaser or any of its Affiliates of "Viral Loops" as a corporate name.

Section 6.13 Tax Matters.

(a) Each of the Vendor and the Purchaser or the Parent (as the case may be) shall pay such Transfer Taxes as imposed on it by Law in connection with the transactions contemplated by this Agreement. Each Party shall prepare and file any Tax Return required to be filed in connection with such Taxes and the Parties shall reasonably cooperate with each other in connection with the preparation and filing of such Tax Returns.

(b) Purchaser and Vendor shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes related to the Business. Such cooperation shall include providing records and information which are reasonably available and relevant to any audit, litigation or other proceeding.

(c) The Parties acknowledge that the Vendor shall bear no liability under this Agreement towards the Purchaser and/or the Parent in the event of any changes in applicable Tax Laws occurring after the Closing on the Closing Date which may negatively affect the Purchased Assets and/or the Assumed Liabilities.

Section 6.14 Further Assurances.

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

ARTICLE 7
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties.

The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Vendor shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03, and Parent and Purchaser shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 5.03, in each case, in form and substance reasonably satisfactory to Parent and Purchaser, on the one hand, and Vendor, on the other hand, and no such consent, authorization, order and approval shall have been revoked.

Section 7.02 Conditions to Obligations of Purchaser and Parent.

The obligations of Purchaser and Parent to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Purchaser's waiver, at or before the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Vendor and Shareholder set out in Section 4.01, Section 4.02, Section 4.04 and Section 4.19, the representations and warranties of Vendor and Shareholder contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Vendor and Shareholder set out in Section 4.01, Section 4.02, Section 4.04 and Section 4.19Section 4.20 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Vendor and Shareholder shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date; *provided that*, with respect to agreements, covenants and conditions that are qualified by materiality, Vendor and Shareholder shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against Parent, Purchaser or Vendor that would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed in Section 4.03 of the Disclosure Letter shall have been received, and executed counterparts thereof shall have been delivered to Purchaser at or before the Closing.

(e) Purchaser shall have completed its due diligence investigation of Vendor and the Business and shall, in its sole discretion acting reasonably, be satisfied with the (i) contents of the Disclosure Letter and (ii) results of such due diligence investigation. In particular, Purchaser shall have been permitted to complete its privacy review, cyber security due diligence and all material privacy, cyber security and Systems measures identified by the parties shall have been implemented.

(f) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(g) Vendor and Shareholder shall have delivered to Purchaser duly executed counterparts of the Transaction Documents.

(h) Purchaser shall have received all Permits, if any, that are necessary for it to conduct the Business as conducted by Vendor at the Closing Date.

(i) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Vendor shall have delivered to Purchaser written evidence, in form satisfactory to Purchaser in its sole discretion, of the release of such Encumbrances.

(j) Purchaser shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Vendor, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) has been satisfied.

(k) Purchaser shall have received a certificate of a duly appointed officer of Vendor certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Vendor and all resolutions of the shareholders or members, as applicable, of Vendor authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(l) Vendor shall have delivered to Purchaser a certificate of good standing or the equivalent for the Vendor from the Registrar of Companies for England and Wales dated no more than five (5) days prior to the Closing Date.

(m) Vendor shall have delivered to Purchaser, a duly executed direction with respect to payment and delivery instructions for the Closing Amount.

(n) Vendor shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of Vendor.

The obligations of Vendor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the waiver of Vendor, at or before the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Purchaser set out in Section 5.01, Section 5.02 and Section 5.04, the representations and warranties of Purchaser contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Purchaser set out in Section 5.01, Section 5.02 and Section 5.04 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date; *provided that*, with respect to agreements, covenants and conditions that are qualified by materiality, Purchaser shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Purchaser shall have executed and delivered to Vendor duly executed counterparts to the Transaction Documents (other than this Agreement).

(e) Vendor shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Purchaser, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) has been satisfied.

(f) Vendor shall have received certificates of a duly authorized officer of each of Purchaser and Parent certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Purchaser and Parent authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(g) Purchaser shall have delivered to Vendor a certificate of good standing for Purchaser and Parent from the Director appointed under the *Business Corporations Act* (British Columbia) dated no more than five (5) days prior to the Closing Date.

(h) Purchaser and Parent shall have delivered to Vendor such other documents or instruments as Vendor reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(i) The conditions set forth in this Section 7.03 are for the exclusive benefit of Vendor and may be waived by Vendor in writing in whole or in part on or before the Closing.

ARTICLE 8
INDEMNIFICATION

Section 8.01 Survival.

The representations, warranties covenants and agreements set out herein shall survive the Closing and shall remain in full force and effect as follows:

(a) the representations and warranties set forth in Section 4.01 *(Corporate Status of Vendor),* Section 4.02 *(Authority of Vendor and Shareholders)*, Section 4.08 *(Title to Purchased Assets)*, Section 5.01 *(Corporate Status of Purchaser)* and Section 5.02 *(Authority of Purchaser)* shall survive the Closing and shall continue until the date that is 10 years from the Closing Date;

(b) the representations and warranties set forth in Section 4.11 *(Intellectual Property)*, Section 4.16 *(Compliance with Laws; Permits)* and Section 4.18(a) *(Employment Matters)* shall survive the Closing and shall continue until the date that is 3 years from the Closing Date;

(c) the representations and warranties set forth in Section 4.12 *(Data Protection)* to the extent related to compliance with the UK GDPR and Section 4.19 (*Taxes)* shall survive the Closing and shall continue until the earlier of (i) the date of expiry of the full period of the applicable statutory limitation period (giving effect to any waiver or extension thereof) and (ii) 6 years;

(d) all other representations and warranties contained herein shall survive the Closing and shall continue until the date that is 18 months from the Closing Date; and

(e) all other covenants and agreements contained herein shall survive the Closing until the date that is 10 years from the Closing Date or, if shorter, for the period explicitly specified therein.

Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period set forth above shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification by Vendor and Shareholders.

Subject to the other terms and conditions of this ARTICLE 8, Vendor and each Shareholder shall, jointly and severally, indemnify and defend each of Purchaser, Parent and their Affiliates, and their respective Representatives (collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Vendor or Shareholders contained in this Agreement, the Transaction Documents or in any certificate or instrument delivered by or on behalf of Vendor under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Vendor or Shareholders under this Agreement, the Transaction Documents or any certificate or instrument delivered by or on behalf of Vendor under this Agreement;

(c) any Excluded Asset or Excluded Liability; or

(d) any Third-Party Claim based upon, resulting from or arising out of the business, properties, assets or obligations Vendor or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or before the Closing Date.

Section 8.03 Indemnification by Purchaser.

Subject to the other terms and conditions of this ARTICLE 8, Purchaser and Parent shall, jointly and severally, indemnify and defend Vendor, each Shareholder and their respective Representatives (collectively, the "**Vendor Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendor Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in, or breach of, any of the representations or warranties of Purchaser or Parent contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Purchaser or Parent under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser or Parent under this Agreement, the Transaction Documents or any certificate or instrument delivered by or on behalf of Purchaser or Parent under this Agreement; or

(c) any Assumed Liability.

Section 8.04 Limitation of Losses.

The indemnification provided for in Section 8.02 and Section 8.03 shall be subject to the following limitations:

(a) Vendor and the Shareholders shall not be liable to the Purchaser Indemnitees for indemnification under Section 8.02 unless the amount of a single Loss exceeds $10,000 or the aggregate amount of all Losses exceeds $25,000 (the "**Basket**"), in which event Vendor or Shareholders shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which Vendor and Shareholders shall be liable under Section 8.02 shall not exceed the $1,000,000 (the "**Cap**").

(b) Purchaser shall not be liable to the Vendor Indemnitees for indemnification under Section 8.03 until the aggregate amount of all Losses exceeds the Basket, in which event Purchaser shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which Purchaser shall be liable under Section 8.03 shall not exceed the $500,000, provided that nothing in this Section shall limit the obligation of the Purchaser and/or the Parent to pay the Purchase Price to its full extent or, similarly, the right of the Vendor to claim payment (in any manner it sees fit) of the Purchase Price to its full extent.

(c) Notwithstanding the foregoing, the limitations set forth in Section 8.04(a) and Section 8.04(b) shall not apply to Losses arising from gross negligence, fraud, or willful misconduct.

(d) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

Section 8.05 Indemnification Procedures.

The party making a claim under this ARTICLE 8 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this ARTICLE 8 is referred to as the "**Indemnifying Party**".

(a) **Third-Party Claims**. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 15 calendar days after receipt of such notice of such Third-Party Claim. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party within 15 calendar days of receiving notice of the Third-Party Claim, to assume the defence of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall co-operate in good faith in such defence; *provided that*, if the Indemnifying Party is Vendor and/or any Shareholder, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third-Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third-Party Claim, subject to Section 8.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof and subject to the rights of any insurer or other third party who has potential liability in respect to the Third-Party Claim. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided that,* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from, or additional to, those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to notify the Indemnified Party in writing of its election to defend as provided in this Agreement pursuant to this Section or fails to diligently prosecute the defence of such Third-Party Claim, the Indemnified Party may, subject to Section 8.05(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Vendor, each Shareholder and Purchaser shall co-operate with each other in all reasonable respects in connection with the defence of any Third-Party Claim, including making available (subject to the provisions of Section 6.03) records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such Third-Party Claim.

(b) **Settlement of Third-Party Claims**. Notwithstanding any other provision of this Agreement, neither party shall settle any Third-Party Claim without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to respond to such firm offer within 10 days after its receipt of such notice, the Indemnifying Party may accept the settlement. If the Indemnified Party objects to the settlement within 10 days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, Indemnifying Party will need to provide its written consent to the Indemnified Party of any other offer to settle provided to the Indemnified Party and the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer and in no such event shall any settlement offer exceed the Cap. If the Indemnified Party fails to consent to such firm offer and also fails to assume defence of such Third-Party Claim within 10 days after receipt of notice of the settlement, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defence under Section 8.05(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims**. Any Action by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified

Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, including copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

Section 8.06 Payments.

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable under this ARTICLE 8, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication in cash by way of wire transfer of immediately available funds. The parties agree that if the Indemnifying Party does not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 8.07 Tax Treatment of Indemnification Payments.

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.08 Effect of Investigation.

The representations and warranties (as supplemented or amended by the Disclosure Letter) and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representations and warranties (as supplemented or amended by the Disclosure Letter) is, was or might be inaccurate, or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.02 or Section 7.03, as the case may be.

Section 8.09 Exclusive Remedies.

Subject to Section 6.05 and Section 10.12, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be under the indemnification provisions set forth in this ARTICLE 8. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this ARTICLE 8. Nothing in this Section 8.09 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or willful misconduct.

ARTICLE 9
TERMINATION

Section 9.01 Termination.

This Agreement may be terminated at any time before the Closing:

(a) by the mutual written consent of Vendor and Purchaser;

(b) by Purchaser by written notice to Vendor if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Vendor under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by Vendor within 10 days of Vendor's receipt of written notice of such breach from Purchaser;

(ii) any of the conditions set forth in Section 7.01 and Section 7.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date (for avoidance of doubt, the determination by Purchaser of an unsatisfactory result to due diligence pursuant to Section 7.02(e) shall not constitute a failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date);

(c) By Vendor by written notice to Purchaser if:

(i) Vendor is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser or Parent under this Agreement that would give rise to the failure of any of the conditions specified in

ARTICLE 7 and such breach, inaccuracy or failure has not been cured by Purchaser or Parent within 10 days of Purchaser's receipt of written notice of such breach from Vendor; or

(ii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date; or

(d) By Purchaser or Vendor if (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination.

In the event of the termination of this Agreement in accordance with this ARTICLE 9, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of any party hereto except:

(a) as set forth in this ARTICLE 9, Section 6.03 and ARTICLE 10; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE 10
MISCELLANEOUS

Section 10.01 Expenses.

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.02 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Vendor:	21 Aylmer Parade Aylmer Road London, England N2 0AT Email: s.zortch@gmail.com Attention: Savvas Zortikis
If to Zortikis:	103 M. Dimela Street, PC. 16674, Athens, Greece Email: s.zortch@gmail.com Attention: Savvas Zortikis
If to Papaspyros:	1 Periandrou Street, PC. 15771, Athens, Greece Email: tpapasp@gmail.com Attention: Thomas Papaspyros
With a copy (not constituting notice to)	KYRIAKIDES GEORGOPOULOS LAW FIRM 28 Dimitriou Soutsou Street, P.C. 115 21, P.C. 115 21 Athens, Greece Email:a.chalikia@kglawfirm.gr, e.eleftheriades@kglawfirm.gr Attention: Angeliki Chalikia, Elisabeth Eleftheriades
If to Purchaser or Parent:	Wishpond Technologies Ltd. Suite 170, 422 Richards Street Vancouver, BC Canada V6B 2Z4 Email: governance@wishpond.com Attention: Chief Financial Officer
With a copy (not constituting notice to):	MLT Aikins LLP 2600 – 1066 West Hastings Street Vancouver, BC Canada V6E 3X1 Email: mshams@mltaikins.com Attention: Mahdi Shams

Section 10.03 Interpretation.

For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Letter and Exhibits mean the Articles and Sections of, and Disclosure Letter and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Letter and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04 Currency.

All references in this Agreement to dollars or to "$" are deemed to be references to United States currency unless otherwise specifically indicated.

Section 10.05 Headings.

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

Section 10.06 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 10.07 Entire Agreement.

This Agreement and the other Transaction Documents constitute the sole and entire agreements of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Letter (other than an exception expressly set forth as such in the Disclosure Letter), the statements in the body of this Agreement will control.

Section 10.08 Successors and Assigns.

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided that*, before the Closing Date, Purchaser may, without the prior written consent of Vendor, assign all or any portion of its rights under this Agreement to one (1) or more of Parent's direct or indirect wholly owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.09 No Third-Party Beneficiaries.

Except as provided in ARTICLE 8, this Agreement is for the sole benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.10 Amendment and Modification; Waiver.

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

Section 10.11 Governing Law; Forum Selection.

(a) This Agreement shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein.

(b) Any Action arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be brought in the courts of British Columbia, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of that court in any such Action. The parties irrevocably and unconditionally waive any objection to the venue of any Action or proceeding in that court and irrevocably waive and agree not to plead or claim in that court that any such Action has been brought in an inconvenient forum.

Section 10.12 No Contra Preferendum.

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.13 Specific Performance.

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.14 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

PARENT AND PURCHASER:

WISHPOND TECHNOLOGIES LTD.

DocuSigned by:

24E662CF32F84FC...

by its authorized signatory
Name: Ali Tajskandar
Title: CEO

VIRAL LOOPS TECHNOLOGIES INC.

DocuSigned by:

24E662CF32F84FC...

by its authorized signatory
Name: Ali Tajskandar
Title: CEO

VENDOR AND SHAREHOLDERS:

VIRAL LOOPS LIMITED.

DocuSigned by:
260B4FA6A5544B0...

by its authorized signatory
Name: Savvas Zortikis
Title: Director

SIGNED AND DELIVERED in the presence of:

DocuSigned by:
1CE1BD75DB794C0...

Witness
(print name below and sign on line above)

Thomas Papaspyros

Address of Witness:

Greece

DocuSigned by:
260B4FA6A5544B0...

SAVVAS ZORTIKIS

SIGNED AND DELIVERED in the presence of:

DocuSigned by:
260B4FA6A5544B0...

Witness
(print name below and sign on line above)

Savvas Zortikis

Address of Witness:

Greece

DocuSigned by:
1CE1BD75DB794C0...

THOMAS PAPASPYROS