

**BUSINESS COMBINATION AGREEMENT**

**by and among**

**ATMOFIZER TECHNOLOGES INC.**

**and**

**DOGE MERGER SUB INC.**

**and**

**HOUSE OF DOGE INC.**

**dated as of**

**March 3, 2025**

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## **BUSINESS COMBINATION AGREEMENT**

This BUSINESS COMBINATION AGREEMENT, dated as of March 3, 2025 (this “Agreement”)

**BETWEEN :**

**ATMOFIZER TECHNOLOGES INC.**, a corporation continued under the laws of the Province of British Columbia

(“**Parent**”)

- and -

**DOGE MERGER SUB INC.**, a corporation incorporated under the laws of the State of Texas and a wholly owned, direct Subsidiary of Parent

(“**Merger Sub**”)

- and -

**HOUSE OF DOGE INC.**, a corporation incorporated under the laws of the State of Texas

(“**Company**”)

**WHEREAS:**

- A. The Board of Directors of the Company (the “**Company Board**”), at a meeting duly called and held, has by unanimous vote, (i) determined that this Agreement and the transactions contemplated hereby, including the merger of Merger Sub with and into the Company, with the Company surviving the merger as a wholly owned, direct Subsidiary of Parent (the “**Merger**”), are in the best interests of the holders of Company Common Stock, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend that the holders of Company Common Stock approve and adopt this Agreement and the transactions contemplated hereby, including the Merger.
- B. The respective Board of Directors of each of Parent (the “**Parent Board**”) and Merger Sub (the “**Merger Sub Board**”) have each unanimously approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger.
- C. The Parent Board has resolved, subject to the terms and conditions of this Agreement and the exercise of their fiduciary obligations, to recommend that the holders of common shares in the authorized share structure of Parent (the “**Parent Common Shares**”), approve the

issuance of Parent Common Shares in connection with the Merger and the Parent Conversion (the “**Parent Stock Issuance**”) and, immediately prior to the Effective Time, the Name Change and the Share Amendments;

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent, Merger Sub and the Company agree as follows:

## **ARTICLE I** **CERTAIN DEFINITIONS**

Section 1.1 Certain Definitions. As used in this Agreement, the capitalized terms have the meanings ascribed to such terms as follows or as otherwise defined elsewhere in this Agreement.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person, through one or more intermediaries or otherwise.

“**Aggregated Group**” means all entities under common control with any Person within the meaning of Section 414 of the U.S. Code or Section 4001 of ERISA.

“**beneficial ownership**,” including the correlative term “beneficially owning,” has the meaning ascribed to such term in Section 13(d) of the U.S. Exchange Act.

“**Business Day**” means a day other than a day on which banks in Vancouver, British Columbia, Canada, or the State of Texas are authorized or obligated to be closed.

“**Canadian Exchange**” means a recognized stock exchange on which the Parent Common Shares may trade in Canada.

“**Canadian Securities Laws**” means the securities Laws of each province and territory of Canada and the respective rules, regulations, instruments, blanket orders and blanket rulings and published policies, policy statements and notices of the Canadian Securities Regulators made thereunder.

“**Canadian Securities Regulators**” means the securities commission or other similar regulatory authority of each province and territory of Canada.

“**Cboe Canada**” means the stock exchange operated by Cboe Canada Inc.

“**Company Common Stock**” means the common stock, par value \$0.0001 per share, of the Company.

**“Company Convertible Notes”** means any promissory notes payable by the Company, which promissory notes are convertible into shares of Company Common Stock, that may be issued and outstanding at the Effective Time.

**“Company Equity Plans”** means any and all equity incentive plans of the Company in effect at the Effective Time.

**“Company Fundamental Representations”** means *the* representations and warranties set forth in Section 4.1 (Organization, Standing and Power), Section 4.3(a) and (b)(i) (Authority; No Violations; Consents and Approvals), Section 4.21 (Opinion of Financial Advisor), Section 4.22 (Brokers) and Section 4.23 (Takeover Laws).

**“Company Interim Financial Statements”** means interim consolidated financial statements of the Company and its consolidated Subsidiaries, as of the most recent practicable date, to be delivered to Parent pursuant to Section 6.19.

**“Company Material Adverse Effect”** means any fact, circumstance, effect, change, event or development that has had or is reasonably expected to have a material adverse effect on (a) the financial condition, business, assets and liabilities, or results of operations of the Company and its Subsidiaries, taken as a whole, or (b) the ability of such Person and its Subsidiaries to consummate the Transactions; *provided, however*, that no effect (by itself or when aggregated or taken together with any and all other effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be deemed to be or constitute a “Company Material Adverse Effect,” and no effect (by itself or when aggregated or taken together with any and all other such effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be taken into account when determining whether a “Company Material Adverse Effect” has occurred or may, would or could occur: (i) general economic conditions (or changes in such conditions) or conditions in the global economy generally; (ii) conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets, including (A) changes in interest rates and changes in exchange rates for the currencies of any countries and (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market; (iii) conditions (or changes in such conditions) in the currency, cryptocurrency mining, cryptocurrency, electricity, power or natural gas industry (including changes in cryptocurrency prices, commodity prices, general market prices and regulatory changes affecting the industry); (iv) political conditions (or changes in such conditions) or acts of war (whether or not declared), sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism); (v) epidemics, pandemics, earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters; (vi) the announcement of this Agreement or the pendency or consummation of the transactions contemplated hereby, (vii) any actions taken or failure to take action, in each case, to which Parent or the Company, as applicable, has expressly requested in writing after the date hereof; (viii) the taking of any action expressly permitted or required by this Agreement; (ix) the failure to take any action expressly prohibited by this Agreement; (x) changes in Law or other legal or regulatory conditions, or the interpretation thereof, or changes in GAAP or IFRS or other accounting standards (or the interpretation thereof), in each case after the date hereof; (xi) any changes in such Person’s stock price or the trading volume of

such Person's stock, or any failure by such Person to meet any analysts' estimates or expectations of such Person's revenue, earnings or other financial performance or results of operations for any period, or any failure by such Person or any of its Subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that the facts or occurrences giving rise to or contributing to such changes or failures may constitute, or be taken into account in determining whether there has been or is reasonably expected to be, a Company Material Adverse Effect); or (xii) any Proceedings made or brought by any of the current or former stockholders of such Person (on their own behalf or on behalf of such Person) against the Company, Parent, Merger Sub or any of their directors or officers, after the date hereof and arising out of the Merger, the Parent Stock Issuance, the Name Change, the Share Amendment or the Parent Conversion; *provided* that to the extent such effects directly or indirectly resulting from, arising out of, attributable to or related to the matters described in any of the foregoing clauses (i) through (v) and (x) disproportionately adversely affect such Person and its Subsidiaries, taken as a whole, as compared to other Persons that conduct business in the industries in which such Person and its Subsidiaries conduct business, such adverse effects (if any) shall be taken into account when determining whether a "Company Material Adverse Effect" has occurred or is reasonably expected to occur solely to the extent they are disproportionate.

**"Company Option"** means any option to purchase Company Common Stock that may be issued under a Company Equity Plan and outstanding at the Effective Time.

**"Company RSUs"** mean any restricted stock units and deferred restricted stock units that may be granted under a Company Equity Plan and outstanding at the Effective Time.

**"Company Shareholder Approval"** means the adoption of this Agreement by the holders of a majority of the outstanding shares of Company Common Stock in accordance with the TBOC and the Organizational Documents of the Company.

**"Company Shareholders"** means the holders of the shares of Company Common Stock.

**"Company Warrants"** means any warrants to purchase shares of Company Common Stock that may be issued and outstanding at the Effective Time.

**"Competing Proposal"** means any contract, proposal, offer or indication of interest relating to any transaction or series of related transactions (other than transactions only with Parent or any of its Subsidiaries) involving, directly or indirectly: (a) any acquisition (by asset purchase, stock purchase, merger, or otherwise) by any Person or group of any business or assets of the Company or any of its Subsidiaries (including capital stock of or ownership interest in any Subsidiary) that account for 50% or more of the Company's and its Subsidiaries' assets (by fair market value), or generated 50% or more of the Company's and its Subsidiaries' net revenue or earnings before interest, Taxes, depreciation and amortization for the preceding twelve (12) months, or any license, lease or long-term supply agreement having a similar economic effect, (b) any acquisition of beneficial ownership by any Person or group of 50% or more of the outstanding shares of Company Common Stock or any other securities entitled to vote on the election of directors or any tender or exchange offer that if consummated would result in any Person or group



beneficially owning 50% or more of the outstanding shares of Company Common Stock or any other securities entitled to vote on the election of directors or (c) any merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company or any of its Subsidiaries which is structured to permit any Person or group to acquire beneficial ownership of at least 50% of the Company's equity interests or any business or assets of the Company or any of its Subsidiaries (including capital stock of or ownership interest in any Subsidiary) that account for 50% or more of the Company's and its Subsidiaries' assets (by fair market value), or generated 50% or more of the Company's and its Subsidiaries' net revenue or earnings before interest, Taxes, depreciation and amortization for the preceding twelve (12) months.

**"Consent"** means any filing, notice, report, registration, approval, consent, ratification, permission, waiver or authorization.

**"control"** and its correlative terms, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**"CSE"** means the Canadian Securities Exchange.

**"Edgar"** means the Electronic Data Gathering, Analysis and Retrieval System administered by the SEC.

**"Employee Benefit Plan"** of any Person means any "employee benefit plan" (within the meaning of Section 3(3) of ERISA, regardless of whether such plan is subject to ERISA), and any personnel policy (oral or written), equity option, restricted equity, equity purchase plan, equity compensation plan, phantom equity or appreciation rights plan, collective bargaining agreement, bonus plan or arrangement, incentive award plan or arrangement, vacation or holiday pay policy, retention or severance pay plan, policy or agreement, deferred compensation agreement or arrangement, change in control, hospitalization or other medical, dental, vision, accident, disability, life or other insurance, executive compensation or supplemental income arrangement, consulting agreement, employment agreement, and any other employee benefit plan, agreement, arrangement, program, practice, or understanding for any present or former director, employee or contractor of the Person.

**"Encumbrances"** means liens, pledges, charges, encumbrances, claims, mortgages, deeds of trust, security interests, restrictions, rights of first refusal, right of first offer, purchase options, right of way, easements, encroachments, defects in title or other burdens, options or encumbrances of any kind or any other adverse rights or interests or claims of a similar nature in or on any asset, property or equity interests.

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

**"GAAP"** means generally accepted accounting principles in the United States.

**“Governmental Entity”** means (a) any multinational or supranational body exercising legislative, judicial or regulatory powers, (b) any nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (c) any federal, state, provincial, local, municipal, foreign or other government, governmental, regulatory or administrative division, department, agency, commission or other governmental authority or instrumentality, legislature, court or judicial or arbitral body, or (d) quasi-governmental, professional association or organization or private body exercising any executive, legislative, judicial, regulatory, taxing or other governmental functions or any stock exchange or self-regulatory organization.

**“group”** has the meaning ascribed to such term in Section 13(d) of the U.S. Exchange Act.

**“IFRS”** means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

**“Indebtedness”** of any Person means, without duplication: (a) indebtedness of such Person for borrowed money; (b) obligations of such Person to pay the deferred purchase or acquisition price for any property of such Person; (c) reimbursement obligations of such Person in respect of drawn letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of such Person; (d) obligations of such Person under a lease to the extent such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP or IFRS, as the case may be; and (e) indebtedness of others as described in clauses (a) through (d) above guaranteed by such Person; but Indebtedness does not include accounts payable to trade creditors, or accrued expenses arising in the ordinary course of business, in each case, that are not yet due and payable, or are being disputed in good faith, and the endorsement of negotiable instruments for collection in the ordinary course of business.

**“Intellectual Property”** means, in any jurisdiction, any and all intellectual property, including (a) patents, patent applications and all related divisionals, continuations, continuations in-part, reissues, extensions, substitutions and reexaminations, (b) trademarks, service marks, trade names, domain names and trade dress, and all registrations and applications for registration of the foregoing, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable subject matter (whether registered or unregistered), and all registrations and applications for registration of the foregoing, (d) rights in software and (e) trade secrets and other confidential or proprietary know-how, information, ideas, inventions, processes, formulae, models, data and methodologies.

**“Intervening Event”** means any event, development or change in circumstances that was not known to the Company Board, or if known, the consequences of which were not reasonably foreseeable as of the date of this Agreement, which event, change or development, or any consequence thereof, becomes known to the Company Board prior to obtaining the Company Shareholder Approval; *provided* that in no event shall the receipt, existence or terms of a Competing Proposal or any matter relating thereto or consequence thereof constitute an Intervening Event.

**“IT Systems”** means computers, computer software, hardware, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology infrastructure, and all associated documentation used by the Company or its Subsidiaries in the operation of their respective businesses.

**“knowledge”** means the actual knowledge of, (a) in the case of the Company, the individuals listed on Section 1.1 of the Company Disclosure Letter and (b) in the case of Parent, the individuals listed on Section 1.1 of the Parent Disclosure Letter, in each case, after reasonable investigation and inquiry by each such individual.

**“Law”** means any law (including common law), statute, rule, regulation, ordinance, code, judgment, order, treaty, convention, governmental directive or other legally enforceable requirement, U.S. or non-U.S., of any Governmental Entity, including common law.

**“NASDAQ”** means the Nasdaq exchange.

**“Organizational Documents”** means (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof, (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement thereof, (c) with respect to a partnership, the certificate of formation and the partnership agreement, and (d) with respect to any other Person the organizational, constituent or governing documents or instruments of such Person.

**“other Party”** means (a) when used with respect to the Company, Parent and Merger Sub, and (b) when used with respect to Parent or Merger Sub, the Company.

**“Parent Equity Plan”** means the Parent Omnibus Incentive Plan.

**“Parent Fundamental Representations”** means Section 5.1 (Organization, Standing and Power), Section 5.3(a) and (b)(i) (Authority; No Violations; Consents and Approvals) and Section 5.20 (Brokers).

**“Parent Material Adverse Effect”** means any fact, circumstance, effect, change, event or development that has had or is reasonably expected to have a material adverse effect on (a) the financial condition, business, assets and liabilities, or results of operations of Parent and its Subsidiaries, taken as a whole, or (b) the ability of such Person and its Subsidiaries to consummate the Transactions; *provided, however*, that no effect (by itself or when aggregated or taken together with any and all other effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be deemed to be or constitute a “Parent Material Adverse Effect,” and no effect (by itself or when aggregated or taken together with any and all other such effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be taken into account when determining whether a “Parent Material Adverse Effect” has occurred or may, would or could occur: (i) general economic conditions (or changes in such conditions) or conditions in the global economy generally; (ii) conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets, including (A) changes in interest rates and changes in exchange rates for the currencies

of any countries and (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market; (iii) conditions (or changes in such conditions) in the currency, cryptocurrency mining, cryptocurrency, electricity, power or natural gas industry (including changes in cryptocurrency prices, commodity prices, general market prices and regulatory changes affecting the industry); (iv) political conditions (or changes in such conditions) or acts of war (whether or not declared), sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism); (v) epidemics, pandemics, earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters; (vi) the announcement of this Agreement or the pendency or consummation of the transactions contemplated hereby, (vii) any actions taken or failure to take action, in each case, to which Parent or the Company, as applicable, has expressly requested in writing after the date hereof; (viii) the taking of any action expressly permitted or required by this Agreement; (ix) the failure to take any action expressly prohibited by this Agreement; (x) changes in Law or other legal or regulatory conditions, or the interpretation thereof, or changes in GAAP or IFRS or other accounting standards (or the interpretation thereof), in each case after the date hereof; (xi) any changes in such Person's stock price or the trading volume of such Person's stock, or any failure by such Person to meet any analysts' estimates or expectations of such Person's revenue, earnings or other financial performance or results of operations for any period, or any failure by such Person or any of its Subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that the facts or occurrences giving rise to or contributing to such changes or failures may constitute, or be taken into account in determining whether there has been or is reasonably expected to be, a Parent Material Adverse Effect); or (xii) any Proceedings made or brought by any of the current or former stockholders of such Person (on their own behalf or on behalf of such Person) against the Company, Parent, Merger Sub or any of their directors or officers, after the date hereof and arising out of the Merger; *provided* that to the extent such effects directly or indirectly resulting from, arising out of, attributable to or related to the matters described in any of the foregoing clauses (i) through (v) and (x) disproportionately adversely affect such Person and its Subsidiaries, taken as a whole, as compared to other Persons that conduct business in the industries in which such Person and its Subsidiaries conduct business, such adverse effects (if any) shall be taken into account when determining whether a "Parent Material Adverse Effect" has occurred or is reasonably expected to occur solely to the extent they are disproportionate.

**"Parent Options"** means any outstanding stock options to purchase Parent Common Shares issued under the Parent Equity Plan.

**"Parent Plans"** means all of the material Employee Benefit Plans sponsored, maintained, or contributed to by the Parent as of the date hereof.

**"Parent RSUs"** means any restricted share units and deferred restricted share units granted under the Parent Equity Plan.

**"Parent Shareholders"** means the holders of the Parent Common Shares.

**"Party"** or **"Parties"** means a party or the parties to this Agreement, except as the context may otherwise require

**“Permitted Encumbrances” means:**

(a) solely to the extent waived by beneficiaries thereof prior to the Effective Time, preferential purchase rights, rights of first refusal, purchase options and similar rights granted pursuant to any contracts, including joint operating agreements, joint ownership agreements, participation agreements, development agreements, stockholders agreements, consents, organizational documents and other similar agreements and documents;

(b) contractual or statutory mechanic’s, materialmen’s, warehouseman’s, journeyman’s, vendor’s, repairmen’s, construction and carrier’s liens and other similar liens arising in the ordinary course of business for amounts not yet delinquent;

(c) Encumbrances for Taxes or assessments or other governmental charges that are not yet delinquent or, if delinquent, that are being contested in good faith by appropriate Proceedings and for which adequate reserves have been established in accordance with GAAP or IFRS, as the case may be;

(d) such Encumbrances as the Company (in the case of Encumbrances with respect to properties or assets of Parent or its Subsidiaries) or Parent (in the case of Encumbrances with respect to properties or assets of the Company or its Subsidiaries), as applicable, have expressly waived in writing;

(e) any Encumbrances discharged at or prior to the Effective Time (including Encumbrances securing any Indebtedness that will be paid off in connection with Closing);

(f) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business;

(g) building, zoning or other land use Laws to which the applicable real property is subject that are imposed or promulgated by any Governmental Entity and that are not materially violated by an existing improvement on such real property and do not materially and adversely interfere with the use thereof as presently used in the ordinary course;

(h) with respect to real property and without limiting the foregoing:

(i) any easements, rights of way, restrictions, restrictive covenants, encroachments, protrusions and other similar charges or encumbrances, defects and other irregularities in title that do not, and would not reasonably be expected to, materially impair the current use or occupancy of the real property;

(ii) with respect to any real property that is occupied by a Party or its Subsidiaries pursuant to a lease, sublease, license or similar occupancy arrangement, any Encumbrance created by the applicable fee owner of such real property (*provided* that such fee owner is neither such Party nor any Subsidiary thereof) affecting solely such fee owner’s interest in such real property; and;

(iii) any Encumbrance disclosed on any survey or any title insurance commitment, report or policy as a specific exception from coverage, *provided* that (1) such survey or title insurance commitment, report or policy is disclosed on Section 1.2 of the Company Disclosure Letter and has been made available (including any applicable underlying documents referenced therein) to the other Parties prior to the date of this Agreement and (2) such Encumbrance would not reasonably be expected to materially interfere, either individually or in the aggregate, with the conduct of the respective businesses of the Company and its Subsidiaries in the ordinary course.

**“Person”** means any individual, partnership, limited liability company, corporation, joint stock company, trust, estate, joint venture, Governmental Entity, association or unincorporated organization, or any other form of business or professional entity.

**“Proceeding”** means any actual or threatened claim (including a claim or notice of a violation of applicable Law), action, audit, litigation, suit, proceeding, demand, investigation, summons, subpoena, hearing, complaint, petition, grievance, citation, arbitration or other proceeding at law or in equity or order or ruling, in each case whether civil, criminal, administrative, investigative or otherwise, whether in contract, in tort or otherwise, and whether or not such claim, action, audit, litigation, suit, proceeding, demand, investigation, summons, subpoena, hearing, complaint, petition, grievance, citation, arbitration or other proceeding or order or ruling results in a formal civil or criminal litigation or regulatory action.

**“Representatives”** means, with respect to any Person, the officers, directors, employees, accountants, consultants, agents, legal counsel, financial advisors and other representatives of such Person.

**“SEC”** means the United States Securities and Exchange Commission.

**“SEDAR+”** means the System for Electronic Document Analysis and Retrieval + maintained by the Canadian Securities Regulators.

**“Subsidiary”** means, with respect to a Person, any Person, whether incorporated or unincorporated, of which (a) at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions, (b) a general partner interest or (c) a managing member interest, is directly or indirectly owned or controlled by the subject Person or by one or more of its respective Subsidiaries.

**“Superior Proposal”** means a bona fide written Competing Proposal submitted to the Company after the date hereof by any Person or group (other than Parent or any of its Affiliates) that in the good faith determination of the Company Board or any committee thereof, after consultation with its financial advisors and after taking into account relevant legal, financial, regulatory, estimated timing of consummation and other aspects of such proposal and the Person or group making such proposal, would, if consummated in accordance with its terms, result in a transaction more favorable to the Company Shareholders than the Transactions.

**“Takeover Law”** means any “fair price,” “moratorium,” “control share acquisition,” “business combination” or any other antitakeover statute or similar statute enacted under applicable Law, including Section 21.606 of the TBOC.

**“Tax” or “Taxes”** means any taxes, assessments, and other governmental charges in the nature of a tax imposed by any Governmental Entity, including income, profits, gross receipts, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, property, transfer, value added, sales, use, customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, windfall profit, severance, production, estimated or other tax, duty or assessment in the nature of a tax imposed by a Governmental Entity, including any interest, penalty or addition thereto.

**“Tax Act”** means the *Income Tax Act* (Canada), and all regulations thereunder, as may be amended from time to time.

**“Tax Returns”** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, filed or required to be filed with any Taxing Authority.

**“Taxing Authority”** means, in respect of an entity required to pay taxes or make tax filings in the United States, the U.S. Internal Revenue Service, in respect of an entity required to pay taxes or make tax filings in Canada, the Canada Revenue Agency, and any other Governmental Entity responsible for the imposition, administration or collection of Taxes.

**“Transactions”** means, collectively, the Merger, the Parent Stock Issuance, the Name Change, the Share Amendment and the Election of Directors, and the Parent Conversion, as applicable, and the other transactions contemplated by this Agreement and each other agreement to be executed and delivered in connection herewith and therewith.

**“U.S.” or “United States”** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

**“U.S. Code”** means the U.S. Internal Revenue Code of 1986, as amended.

**“U.S. Exchange”** means a nationally recognized stock exchange on which the Parent Common Shares may trade in the United States.

**“U.S. Exchange Act”** means the United States Securities Exchange Act of 1934.

**“U.S. Securities Act”** means the United States Securities Act of 1933.

**“Willful and Material Breach”** means a material breach (or the committing of a material breach) of this Agreement that is a consequence of a purposeful act or failure to take an act by the breaching party with the knowledge that the taking of such act (or the failure to take such act) may constitute a material breach of this Agreement.

Section 1.2 Terms Defined Elsewhere. As used in this Agreement, the following capitalized terms are defined in this Agreement as referenced in the following table:

<b><u>Definition</u></b>	<b><u>Section</u></b>
Antitrust Authority	Section 6.9(b)
Antitrust Laws	Section 6.9(b)
BC Registrar	Section 5.4
Book-entry Shares	Section 3.3(b)(i)
Cap Amount	Section 6.10(b)
Certificate of Merger	Section 2.6(b)
Certificates	Section 3.3(b)(i)
Closing	Section 2.6(a)
Company Board	Recitals
Company Board Recommendation	Section 4.3(a)
Company Capital Stock	Section 4.2(a)
Company Change of Recommendation	Section 6.3(d)
Company Disclosure Letter	Article IV
Company Easement Real Property	Section 4.14(a)
Company Intellectual Property	Section 4.15
Company Leased Real Property	Section 4.14(a)
Company Owned Real Property	Section 4.14(a)
Company Permits	Section 4.9
Company Plans	Section 4.10(a)
Company Real Property Easements	Section 4.14(a)
Company Real Property	Section 4.14(e)
Company RSU Consideration	Section 3.2(a)(i)
Company Shareholders' Meeting	Section 4.4
Company Voting Agreement	Section 4.2(b)
Competition Law Notifications	Section 6.9(b)
Confidentiality Agreement	Section 6.8(b)
Creditors' Rights	Section 4.3(a)
Parent Conversion	Section 2.4
Divestiture Action	Section 6.9(c)
D&O Insurance	Section 6.10(b)
Effective Time	Section 2.6(b)
Election of Directors	Section 2.10(a)
Eligible Shares	Section 3.1(a)(ii)(A)
End Date	Section 8.1(b)(ii)
Exchange Agent	Section 3.3(a)
Exchange Fund	Section 3.3(a)
Exchange Ratio	Section 3.1(a)(ii)(A)
HSR Act	Section 4.4
Indemnified Liabilities	Section 6.10(a)



Indemnified Persons	Section 6.10(a)
Information Circular	Section 6.7
Interim Period	Section 6.1(a)
Letter of Transmittal	Section 3.3(b)(i)
Merger	Recitals
Merger Sub Board	Recitals
Name Change	Section 2.2
New Parent Option	Section 3.2(a)(ii)(A)
New Parent Warrant	Section 3.2(b)
Non-Voting Parent Common Shares	Section 2.3
Parent Board	Recitals
Parent Disclosure Documents	Section 5.5(a)
Parent Disclosure Letter	Article V
Parent Financial Statements	Section 5.5(b)
Parent Balance Sheet Date	Section 5.6(a)
Parent Common Shares	Recitals
Parent Material Leased Real Property	Section 5.11
Parent Material Real Property Lease	Section 5.11
Parent Owned Real Property	Section 5.11
Parent Permits	Section 5.9(a)
Parent Share Capital	Section 5.2(a)
Parent Shareholders' Meeting	Section 6.6
Parent Stock Issuance	Recitals
Parent Voting Agreement	Section 6.7(c)
Per Share Merger Consideration	Section 3.1(a)(ii)(A)
Registration Statement	Section 4.8
Share Amendment	Section 2.3
Surviving Corporation	Section 2.1
Tail Period	Section 6.10(b)
Terminable Breach	Section 8.1(b)(iii)
Transaction Expenses	Section 8.3(a)

## **ARTICLE II**

### **THE MERGER**

Section 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, Merger Sub will be merged with and into the Company in accordance with the provisions of the Business Organizations Code of the State of Texas (the “**TBOC**”). As a result of the Merger, the separate existence of Merger Sub shall cease and the Company shall continue its existence under the laws of the State of Texas as the surviving corporation (in such capacity, the Company is sometimes referred to herein as the “**Surviving Corporation**”). By virtue of the Merger, the Surviving Corporation will be a wholly-owned subsidiary of the Parent.

Section 2.2 The Name Change. Upon the terms and subject to the conditions set forth in this Agreement, immediately prior to and conditioned upon the Effective Time, Parent shall effect an alteration to its Notice of Articles to change its name from “Atmofizer Technologies Inc.” to “House of Doge Inc.” or such other name as may be agreed to by the Company and Parent and acceptable to regulatory authorities (the “**Name Change**”).

Section 2.3 The Share Amendment. Upon the terms and subject to the conditions set forth in this Agreement, immediately prior to and conditioned upon the Effective Time, Parent shall effect an alteration to its Notice of Articles to create a new class of non-voting common shares (“**Non-Voting Parent Common Shares**”) in the authorized share structure of Parent (the “**Share Amendment**”).

Section 2.4 Treatment of Parent Indebtedness. Upon the terms and subject to the conditions set forth in this Agreement, no later than two (2) Business Days prior to the Closing Date, Parent shall enter into agreements with each creditor of the Parent and its Subsidiaries, including lenders, trade creditors and holders of convertible debt, trade payables, and all other indebtedness and liabilities of Parent and its Subsidiaries outstanding as of the date hereof (collectively, “**Parent Indebtedness and Liabilities**”), pursuant to which each such holder shall agree with Parent and its Subsidiaries, as the case may be, to settle such Parent Indebtedness and Liabilities through the issuance of such number of Parent Common Shares, subject to the terms and conditions as such holder and the Parent or its Subsidiary, as the case may be, may mutually agree in writing, in full satisfaction thereof (the “**Parent Conversion**”), and when so converted, all such holders shall execute and deliver such form of release in favour of Parent and its Subsidiaries, as applicable, as may be acceptable to Parent, acting reasonably, and all such Parent Indebtedness and Liabilities shall cease to be outstanding and shall automatically be cancelled and cease to exist, and each holder thereof shall thereafter cease to have any rights with respect thereto.

Section 2.5 Treatment of Company Indebtedness. Upon the terms and subject to the conditions set forth in this Agreement, the Parties acknowledge and agree that all loan amounts, trade payables, convertible debt and all other indebtedness and liabilities of the Company and its Subsidiaries, as the case may be, outstanding as of the Effective Time, shall be assumed by Parent upon the completion of the Merger (including Parent’s assumption of any Company Convertible Notes in accordance with Section 3.2(c)).

Section 2.6 Closing.

(a) The closing of the Merger (the “**Closing**”) shall take place at 9:00 a.m., Texas time, on a date that is three (3) Business Days following the satisfaction or (to the extent permitted by applicable Law) waiver in accordance with this Agreement of all of the conditions set forth in Article VII (other than any such conditions which by their nature cannot be satisfied until the Closing Date, which shall be required to be so satisfied or (to the extent permitted by applicable Law) waived in accordance with this Agreement on the Closing Date) remotely via electronic exchange of documents, or in such other manner or at such location as may be agreed upon between Parent and the Company. For purposes of this Agreement the “Closing Date” shall mean the date on which the Closing occurs.

(b) As soon as practicable on the Closing Date after the Closing, a certificate of merger in customary form mutually acceptable to the Parties (the “**Certificate of Merger**”) shall be filed with the Office of the Secretary of State of the State of Texas. The Merger shall become effective upon the filing and acceptance of the Certificate of Merger with the Office of the Secretary of State of the State of Texas, or at such later time as shall be agreed upon in writing by Parent and the Company and specified in the Certificate of Merger (the “**Effective Time**”).

Section 2.7 Effect of the Merger. At the Effective Time, the Merger shall have the effects set forth in this Agreement and the applicable provisions of the TBOC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

Section 2.8 Organizational Documents of the Surviving Corporation. At the Effective Time, (i) the certificate of incorporation of the Company in effect immediately prior to the Effective Time shall be amended and restated in its entirety in customary form mutually acceptable to the Parties, and (ii) the bylaws of the Company in effect immediately prior to the Effective Time shall be amended in its entirety to read as the bylaws of the Surviving Corporation, in each case, until thereafter amended, subject to Section 6.10(a), in accordance with their respective terms and applicable Law.

Section 2.9 Directors and Officers.

(a) Board of Directors. From and after the Effective Time, the individuals designated by the Company and reasonably acceptable to Parent shall be the initial directors of the Surviving Corporation as of the Effective Time, each to hold office in accordance with the Organizational Documents of the Surviving Corporation.

(b) Officers. From and after the Effective Time, the individuals designated by the Company and reasonably acceptable to Parent shall be the initial officers of the Surviving Corporation as of the Effective Time, each to hold office in accordance with the Organizational Documents of the Surviving Corporation.

Section 2.10 Public Company Matters.

(a) Board of Directors. The Parties shall take all action necessary (including, to the extent necessary, procuring the resignation or removal of any directors on the Parent Board as of the Effective Time) so that, as of immediately after the Effective Time, the number of directors that comprise the full Parent Board shall be six (6) (or such other number as mutually agreed by the Parties), of which all but one (1) director shall be designated by the Company and reasonably acceptable to Parent and one (1) director shall be designated by Parent and reasonably acceptable to the Company (the “**Election of Directors**”).

(b) Officers. The Parties shall take all action necessary (including, to the extent necessary, procuring the resignation or removal of any executive officer as of the Effective Time) to cause the individuals designated by the Company and reasonably acceptable to Parent to be

appointed to the offices of Parent as specified by the Company as of immediately after the Effective Time.

(c) Replacement of Designees. In the event that, prior to the Effective Time, any individual initially designated pursuant to Section 2.10(a) is unable or unwilling to serve in the capacity so designated, the Party that designated such designee shall select a replacement for such initial designee to serve in such initial designee's place; *provided* that such replacement shall be reasonably acceptable to the other Party. In the event that, prior to the Effective Time, any individual initially designated pursuant to Section 2.10(b) is unable or unwilling to serve in the capacity as designated, the Parties shall jointly select a replacement for such designee to serve in such initial designee's place. The Parties shall take all actions necessary to ensure that any such replacement is duly appointed to serve as a director or officer of Parent, as applicable, as of immediately after the Effective Time.

### **ARTICLE III**

#### **EFFECT OF THE MERGER ON THE CAPITAL STOCK AND RELATED SECURITIES OF THE COMPANY AND MERGER SUB; EXCHANGE OF SHARES**

##### **Section 3.1 Effect of the Merger on Capital Stock of the Company and Merger Sub.**

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any Party or any holder of their securities:

(i) Capital Stock of Merger Sub. Each share of capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and shall represent one fully paid and nonassessable share of common stock of the Surviving Corporation, which shall constitute the only outstanding share of common stock of the Surviving Corporation immediately following the Effective Time.

(ii) Company Common Stock.

(A) Subject to the other provisions of this Article III, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (such shares of Company Common Stock, the “**Eligible Shares**”) shall be converted into the right to receive such number of fully paid and nonassessable Parent Common Shares (with voting shares of Company Common Stock being converted into the right to receive voting Parent Common Shares and non-voting shares of Company Common Stock being converted into the right to receive Non-Voting Parent Common Shares (after giving effect to the Share Amendment)), such that, after giving effect to the Merger, (1) the former holders of Parent Common Shares issued and outstanding immediately prior to the Effective Time (calculated on a fully-diluted basis, and which for greater certainty shall include holders of Parent Common Shares issued pursuant to the Parent Conversion in accordance with Section 2.4) shall hold Parent Common Shares with an aggregate value of \$1,200,000, calculated using a share price for the Parent Common Shares to be agreed to between the Parties (the “**Agreed Share Price**”), and (2) the former holders of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (calculated on a fully-diluted basis) shall hold Parent Common Shares with an aggregate

value of not less than \$100,000,000 (subject to increase based on the capital structure of the Company as of immediately prior to the Effective Time and other factors deemed relevant by the Parties, acting reasonably), calculated using the Agreed Share Price, subject to Section 3.3(g) with respect to fractional shares (the “**Per Share Merger Consideration**”). The ratio of shares of Company Common Stock to Parent Common Shares under the foregoing clause (2) is referred to herein as the “**Exchange Ratio**.”

(B) At least one (1) Business Day prior to the Closing, each of Parent and the Company shall deliver to each other Party a certificate setting forth, in reasonable detail, the outstanding equity securities of such Party as of the Effective Time, together with reasonable supporting documentation upon request, such certificate to be duly executed and certified by an authorized officer of such Party.

(b) Impact of Stock Splits, Etc. In the event of any change in the number of shares of Company Common Stock or Parent Common Shares, or securities convertible or exchangeable into or exercisable for shares of Company Common Stock or Parent Common Shares (including any successor securities of Parent Common Shares), issued and outstanding after the date of this Agreement and prior to the Effective Time by reason of any stock split, reverse stock split, stock dividend, subdivision, reclassification, recapitalization, combination, exchange of shares or the like, the Per Share Merger Consideration to be paid for each Eligible Share shall be equitably adjusted to reflect the effect of such change and, as so adjusted, shall from and after the date of such event, be the Per Share Merger Consideration, subject to further adjustment in accordance with this Section 3.1(b).

### Section 3.2 Treatment of Equity Compensation Awards.

#### (a) Equity Compensation Awards.

(i) Company RSUs. Each Company RSU that has vested and is outstanding immediately prior to the Effective Time shall, at the Effective Time, automatically and without any action on the part of Parent, the Company or any holder thereof, be treated as a share of Company Common Stock for all purposes of this Agreement, including the right to receive the Per Share Merger Consideration in accordance with the terms hereof (the “**Company Vested RSU Consideration**”), and each Company RSU that has not vested and is outstanding immediately prior to the Effective Time shall, at the Effective Time, automatically and without any action on the part of Parent, the Company or any holder thereof, be assumed by Parent and converted into and thereafter evidence a restricted stock unit or deferred restricted stock unit, as the case may be, covering Parent Common Shares (the “**New Parent RSU**”, and collectively, the “**New Parent RSUs**”, and together with the Company Vested RSU Consideration, the “**Company RSU Consideration**”), and Parent shall, or shall cause the Surviving Corporation to, deliver the Company RSU Consideration to each holder of Company RSUs, less any required withholding Taxes and without interest, within ten (10) Business Days following the Effective Time; *provided*, to the extent that any payment within such time or on such date would trigger a Tax or penalty under Section 409A of the U.S. Code and subsection 7(1.4) of the Tax Act, such payment shall be made on the earliest date that payment would not trigger such Tax or penalty. Each New Parent RSU shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Company RSU immediately prior to the Effective Time (including with respect

to vesting conditions and expiration date), except that each New Parent RSU shall cover that number of Parent Common Shares (rounded, if necessary, down to the nearest whole share) determined by multiplying the number of shares of Company Common Stock subject to such Company RSU as of immediately prior to the Effective Time by the Exchange Ratio; *provided, however*, that the adjustments provided in this Section 3.2(a)(i) with respect to any Company RSUs are intended to be effected in a manner that is consistent with Section 409A of the U.S. Code and subsection 7(1.4) of the Tax Act, in each case, and the applicable regulations promulgated thereunder.

(ii) Company Options.

(A) At the Effective Time, each Company Option (whether vested or unvested) that is outstanding immediately prior to the Effective Time, shall, automatically and without any required action on the part of the holder thereof, be assumed by Parent and converted into and thereafter evidence an option to acquire Parent Common Shares (a “**New Parent Option**”). Each New Parent Option shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Company Option immediately prior to the Effective Time (including with respect to vesting conditions, expiration date, and exercise provisions), except that (i) each New Parent Option shall be exercisable for that number of Parent Common Shares (rounded, if necessary, down to the nearest whole share) determined by multiplying the number of shares of Company Common Stock subject to such Company Option as of immediately prior to the Effective Time by the Exchange Ratio and (ii) the per share exercise price for each Parent Common Share issuable upon exercise of the New Parent Option shall be (rounded, if necessary, down to the nearest whole cent) equal to the exercise price per share of Company Common Stock under such Company Option divided by the Exchange Ratio; *provided, however*, that the adjustments provided in this Section 3.2(a)(ii)(A) with respect to any Company Options are intended to be effected in a manner that is consistent with Section 409A of the U.S. Code and subsection 7(1.4) of the Tax Act, in each case, and the applicable regulations promulgated thereunder.

(iii) Prior to the Effective Time, the Company Board or the compensation committee of the Company Board shall take such action and adopt such resolutions as are required to (i) effectuate the treatment of the Company RSUs and Company Options pursuant to the terms of this Section 3.2, (ii) if requested by Parent in writing, cause the Company Equity Plans to terminate at or prior to the Effective Time and (iii) take all actions reasonably required to effectuate any provision of this Section 3.2, including to ensure that from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver shares of Company Common Stock or other capital stock of the Company to any Person pursuant to or in settlement of any equity awards of the Company, including any Company RSUs or Company Options.

(b) Company Warrants. At the Effective Time, and in accordance with the terms of each Company Warrant that is issued and outstanding immediately prior to the Effective Time, unless otherwise mutually agreed by the holder of any such Company Warrant and Parent, each Company Warrant shall cease to represent a right to acquire Company Common Stock and shall be replaced with a warrant to acquire Parent Common Shares (a “**New Parent Warrant**”),

with (i) the number of such Parent Common Shares equal to the product obtained by multiplying the number of shares of Company Common Stock subject to such Company Warrant immediately prior to the Effective Time by the Exchange Ratio, and (ii) an exercise price for each such Parent Common Share equal to the quotient obtained by dividing the exercise price per share of Company Common Stock under such Company Warrant by the Exchange Ratio.

(c) Company Convertible Notes. At the Effective Time, and in accordance with the terms of each Company Convertible Note that is issued and outstanding immediately prior to the Effective Time, unless otherwise mutually agreed by the holder of any such Company Convertible Note and Parent, each Company Convertible Note shall cease to be convertible into Company Common Stock and shall be replaced with a convertible note payable by Parent that is convertible into Parent Common Shares, with (i) the number of such Parent Common Shares equal to the product obtained by multiplying the number of shares of Company Common Stock subject to such Company Convertible Note immediately prior to the Effective Time by the Exchange Ratio, and (ii) a conversion price for each such Parent Common Share equal to the quotient obtained by dividing the conversion price per share of Company Common Stock under such Company Convertible Note by the Exchange Ratio.

### Section 3.3 Payment for Securities.

(a) Exchange Agent; Exchange Fund. Prior to the Effective Time, Parent shall select a bank or trust company reasonably acceptable to the Company to act as exchange agent in connection with the Merger (the “**Exchange Agent**”). On the Closing Date and prior to the filing of the Certificate of Merger, Parent shall deposit, or cause to be deposited, with the Exchange Agent, for the benefit of the holders of Eligible Shares, for payment in accordance with this Article III through the Exchange Agent, evidence of Parent Common Shares issuable pursuant to Section 3.1 in book-entry form equal to the aggregate Per Share Merger Consideration (such evidence of book-entry Parent Common Shares, together with any dividends or other distributions with respect thereto, the “**Exchange Fund**”). The Exchange Agent shall, pursuant to irrevocable instructions, deliver the Per Share Merger Consideration payable pursuant to Section 3.1 out of the Exchange Fund. The Exchange Fund shall not be used for any other purpose. Parent or the Surviving Corporation shall pay all charges and expenses of the Exchange Agent, in connection with the exchange of Eligible Shares for the Per Share Merger Consideration pursuant to this Agreement.

#### (b) Payment Procedures.

(i) Certificates. As soon as reasonably practicable after the Effective Time, but in no event more than two (2) Business Days after the Closing Date, Parent shall cause the Exchange Agent to deliver to each record holder, as of immediately prior to the Effective Time, of (A) an outstanding certificate or certificates which immediately prior to the Effective Time represented shares of Company Common Stock (the “**Certificates**”), or (B) shares of Company Common Stock represented by book-entry (“**Book-Entry Shares**”), a customary letter of transmittal (“**Letter of Transmittal**”) (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent or, in the case of Book-Entry Shares, upon adherence to the procedures set forth in the Letter of Transmittal, and which shall be in a customary form and agreed to by Parent and the Company prior to the Closing) and instructions for use in effecting the surrender of the

Certificates or, in the case of Book-Entry Shares, the surrender of such shares, for payment of the Per Share Merger Consideration set forth in Section 3.1.

(ii) Upon surrender to the Exchange Agent of a Certificate or Book-Entry Shares, together with the Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other customary documents as may be reasonably required by the Exchange Agent, the holder of such Certificate or Book-Entry Shares shall be entitled to receive in exchange therefor the Per Share Merger Consideration for each share formerly represented by such Certificate or Book-Entry Shares and such Certificate or book-entry shall then be canceled. No interest shall be paid or accrued for the benefit of holders of the Certificates or Book-Entry Shares on the Per Share Merger Consideration payable in respect of the Certificates or Book-Entry Shares. If payment of the Per Share Merger Consideration is to be made to any Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such payment shall have paid any transfer and other Taxes required by reason of the payment of the Per Share Merger Consideration to a Person other than the registered holder of the Certificate surrendered and shall have established to the satisfaction of the Surviving Corporation that such Taxes either have been paid or are not applicable. Until surrendered as contemplated by this Section 3.3(b)(ii), each Certificate and each Book-Entry Share shall, subject to Section 3.4, be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Per Share Merger Consideration as contemplated by this Article III.

(c) Termination Rights. All Per Share Merger Consideration paid upon the surrender of and in exchange for Eligible Shares in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such Company Common Stock. After the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates or Book-Entry Shares are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged for the Per Share Merger Consideration payable in respect of the Eligible Shares previously represented by such Certificates as provided in this Article III.

(d) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the former shareholders of the Company on the 365th day after the Closing Date shall be delivered to the Surviving Corporation, upon demand, and any former equity holders of the Company who have not theretofore received the Per Share Merger Consideration to which they are entitled under this Article III shall thereafter look only to the Surviving Corporation and Parent for payment of their claim for such amounts.

(e) No Liability. None of the Surviving Corporation, Parent, Merger Sub or the Exchange Agent shall be liable to any holder of Company Common Stock for any amount of Per Share Merger Consideration properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. If any Certificate or Book-Entry Share has not been surrendered prior to the time that is immediately prior to the time at which Per Share Merger Consideration in respect of such Certificate or Book-Entry Share would otherwise escheat to or become the property of any Governmental Entity, any such shares, cash, dividends or distributions



in respect of such Certificate or Book-Entry Share shall, to the extent permitted by applicable Law, become the property of Parent, free and clear of all claims or interest of any Person previously entitled thereto.

(f) Lost, Stolen, or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if reasonably required by the Surviving Corporation, the posting by such Person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the amount of Per Share Merger Consideration payable in respect of the number of shares of Company Common Stock formerly represented by such Certificate pursuant to this Article III.

(g) Fractional Shares. No certificate or scrip representing fractional Parent Common Shares shall be issued upon the surrender for exchange of Certificates or Book-Entry Shares, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a Parent Shareholder. Notwithstanding any other provision of this Agreement, no fractional Parent Common Share shall be issued to holders of Company Common Stock converted pursuant to the Merger who would otherwise have been entitled to receive a fraction of a Parent Common Share (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder), and in lieu of any fractional entitlement, the number of Parent Common Shares issued to each former holder of Company Common Stock shall be rounded down to the nearest whole number of Parent Common Shares without any payment in respect of such fractional Parent Common Share.

(h) Dividends or Distributions with Respect to Parent Share Capital. No dividends or other distributions with respect to Parent Common Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate or Book-Entry Share with respect to the Parent Common Shares issuable hereunder, and all such dividends and other distributions shall be paid by Parent to the Exchange Agent and shall be included in the Exchange Fund, in each case, until the surrender of such Certificate (or affidavit of loss in lieu thereof and, if required by Parent, an indemnity bond) or Book-Entry Share in accordance with this Agreement. Subject to applicable Law, following surrender of any such Certificate (or affidavit of loss in lieu thereof and, if required by Parent, an indemnity bond) or Book-Entry Share, there shall be paid to the holder thereof, without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such Parent Common Shares to which such holder is entitled pursuant to this Agreement and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender payable with respect to such Parent Common Shares.

(i) Withholding Taxes. Notwithstanding anything in this Agreement to the contrary, Parent, the Company, Merger Sub, the Surviving Corporation and the Exchange Agent shall be entitled to deduct or withhold from any payment made pursuant to this Agreement any amount required to be deducted or withheld under applicable Tax Law with respect to the making of such payment. To the extent any such amount is so deducted or withheld and paid over to the relevant Taxing Authority, such amount shall be treated for all purposes of this Agreement as

having been paid to the Person to whom such amount would have been paid absent such deduction or withholding.

Section 3.4 Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by any holder who is entitled to demand and properly demands appraisal of such shares pursuant to Section 10.354 and the corresponding provisions of the TBOC shall be treated in accordance with such provisions of the TBOC. The Company shall serve prompt notice to Parent of any demands for appraisal of any shares of Company Common Stock, attempted withdrawals of such notices or demands and any other instruments received by the Company relating to rights to appraisal, and Parent shall have the right to participate in and direct all negotiations and proceedings with respect to such demands. The Company shall not, without the prior written consent of Parent, make any payment with respect to, settle or offer to settle, or approve any withdrawal of any such demands.

#### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

Except as set forth in the disclosure letter dated as of the date of this Agreement and delivered by the Company to Parent and Merger Sub on or prior to the date of this Agreement (the “**Company Disclosure Letter**”), the Company represents and warrants to Parent and Merger Sub as set forth in this Article IV:

Section 4.1 Organization, Standing and Power. Each of the Company and its Subsidiaries is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each of the Company and its Subsidiaries has all requisite entity power and authority to own, lease and operate its properties and to carry on its business as now being conducted, other than where the failure to have such power, authority or standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and its Subsidiaries is duly qualified and in good standing to do business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification necessary, other than where the failure to so qualify or be in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Section 4.1 of the Company Disclosure Letter lists, as of the date of this Agreement, all Subsidiaries of the Company together with (i) the jurisdiction of organization of each such Subsidiary, (ii) for each such Subsidiary that is not wholly owned (directly or indirectly) by the Company, the percentage of issued and outstanding equity interests owned directly or indirectly by the Company and (iii) the Company’s or its Subsidiaries’ capital stock, equity interest or other direct or indirect ownership interest in any other Person other than the Company or any Subsidiary. As of the date hereof, the Company has made available to Parent accurate and complete copies of the Organizational Documents of each of the Company and its Subsidiaries as amended to date and currently in effect.

## Section 4.2 Capital Structure.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of (i) 1,000,000,000 voting shares of Company Common Stock and (ii) 1,000,000,000 non-voting shares of Company Common Stock (collectively, the “**Company Capital Stock**”). At the close of business on March 2, 2025: (A) 177,700,000 voting shares of Company Common Stock were issued and outstanding; and (B) 87,000,000 non-voting shares of Company Common Stock were issued and outstanding. The Company acknowledges and agrees that, as of immediately prior to the Effective Time, the Company shall have a market capitalization of not less than \$100,000,000 (calculated on a fully-diluted basis).

(b) All outstanding shares of Company Common Stock are validly issued, fully paid and non-assessable and are not subject to preemptive rights. All outstanding shares of Company Common Stock have been issued and granted in compliance in all material respects with (i) applicable securities Laws and other applicable Law and (ii) all requirements set forth in applicable contracts. As of the date hereof, there are no outstanding restricted stock, restricted stock units, phantom units or other equity-related awards, options, warrants or other rights to subscribe for, purchase or acquire from the Company or any of its Subsidiaries any capital stock of the Company or securities convertible into or exchangeable or exercisable for capital stock of the Company. All outstanding shares of capital stock or other equity interests of the Subsidiaries of the Company are validly issued, fully paid and non-assessable, are owned by the Company or by a wholly owned Subsidiary of the Company and are free and clear of all Encumbrances, other than Permitted Encumbrances. As of the date hereof, there are outstanding: (A) no shares of Company Capital Stock, (B) no securities of the Company or any Subsidiary of the Company convertible into or exchangeable or exercisable for shares of Company Capital Stock and (C) no options, warrants, calls, rights (including preemptive rights), commitments or agreements to which the Company or any Subsidiary of the Company is a party or by which it is bound in any case obligating the Company or any Subsidiary of the Company to issue, deliver, sell, purchase, redeem or acquire, or cause to be issued, delivered, sold, purchased, redeemed or acquired, additional shares of Company Capital Stock or other voting securities of the Company, or obligating the Company or any Subsidiary of the Company to grant, extend or enter into any such option, warrant, subscription, call, right, commitment or agreement. Other than any voting agreement (each, a “**Company Voting Agreement**”), pursuant to which, among other things, applicable holders have agreed to vote their shares of Company Common Stock in favor of the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger, if any, there are not any stockholder agreements, voting trusts or other agreements to which the Company is a party or by which it is bound relating to the voting of any shares of Company Capital Stock.

## Section 4.3 Authority; No Violations; Consents and Approvals.

(a) The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate action on the part of the Company, subject, with respect to consummation of the Merger, to the Company Shareholder Approval. This Agreement has been duly executed and delivered by the Company and, assuming this Agreement constitutes the valid and binding obligation of Parent and Merger Sub, constitutes a valid and binding obligation of the

Company enforceable against the Company in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium and other Laws of general applicability relating to or affecting creditors' rights and to general principles of equity regardless of whether such enforceability is considered in a Proceeding in equity or at law (collectively, "**Creditors' Rights**"). The Company Board, at a meeting duly called and held, (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are in the best interests of the holders of Company Common Stock, (ii) approved and declared advisable the execution, delivery and performance of this Agreement and the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend that the holders of Company Common Stock approve this Agreement and the transactions contemplated hereby, including the Merger (such recommendation described in clause (iii), the "**Company Board Recommendation**"). The Company Shareholder Approval is the only vote of the holders of any class or series of the Company Capital Stock necessary to approve and adopt this Agreement and the Merger.

(b) The execution, delivery and performance of this Agreement does not, and the consummation of the Transactions will not (with or without notice or lapse of time, or both) (i) contravene, conflict with or result in a violation of any provision of the Organizational Documents of the Company (assuming that the Company Shareholder Approval is obtained), (ii) result in a violation of, or default under, or acceleration of any material obligation or the loss of a material benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) upon any of the properties or assets of the Company or any of its Subsidiaries under, any provision of any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Company or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or its or their respective properties or assets are bound, or (iii) assuming the Consents referred to in Section 4.4 are duly and timely obtained or made and the Company Shareholder Approval has been obtained, contravene, conflict with or result in a violation of any Law applicable to the Company or any of its Subsidiaries or any of their respective properties or assets, other than, in the case of clause (ii) or (iii) above, any such contraventions, conflicts, violations, defaults, acceleration, losses, or Encumbrances that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.4 Consents. No Consent from any Governmental Entity is required to be obtained or made by the Company or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by the Company or the consummation by the Company of the Transactions, except for: (a) the filing of a premerger notification report by the Company under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "**HSR Act**"), and the expiration or termination of the applicable waiting period with respect thereto, if applicable; (b) the filing of the Certificate of Merger with the Office of the Secretary of State of the State of Texas; (c) such filings and approvals as may be required by any applicable state securities or "blue sky" laws; and (d) any such Consent that the failure to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.5 Company Financial Statements. When delivered in accordance with Section 6.19, the Company Interim Financial Statements, including all notes and schedules thereto, will have been prepared in accordance with IFRS applied on a consistent basis during the

periods involved (except as may be indicated in the notes thereto) and will fairly present in all material respects in accordance with applicable requirements of IFRS (subject, in the case of the unaudited statements, to normal year-end audit adjustments) the financial position of the Company and its consolidated Subsidiaries, as of their respective dates and the results of operations and the cash flows of the Company and its consolidated Subsidiaries for the periods presented therein.

Section 4.6 Absence of Certain Changes or Events.

(a) Since the Company's incorporation through the date of this Agreement, there has not been any Company Material Adverse Effect or any event, change, effect or development that, individually or in the aggregate, would reasonably be expected to have a Company Material Adverse Effect.

(b) From the Company's incorporation through the date of this Agreement, the Company and its Subsidiaries have conducted their business in the ordinary course of business in all material respects.

Section 4.7 No Undisclosed Material Liabilities. There are no liabilities of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than: (a) liabilities incurred in the ordinary course of business; (b) liabilities incurred in connection with the Transactions; (c) liabilities incurred as permitted under Section 6.1(b), (d) liabilities that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect and (e) those liabilities set forth in Section 4.7 of the Company Disclosure Letter.

Section 4.8 Information Supplied. None of the information supplied or to be supplied by the Company for inclusion or incorporation by reference in the registration statement to be filed with the SEC by Parent in connection with the issuance of Parent Common Shares in the Merger (including any amendments or supplements, the "**Registration Statement**") will, at the time the Registration Statement is declared effective by the SEC, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 4.9 Company Permits; Compliance with Applicable Law.

(a) The Company and its Subsidiaries hold all material permits, licenses, variances, exemptions, orders, franchises and approvals of all Governmental Entities necessary for the lawful conduct of their respective businesses (collectively, the "**Company Permits**"). The Company and its Subsidiaries are in compliance with the terms of the Company Permits in all material respects. Since incorporation, neither the Company nor any of its Subsidiaries has received any written, or to the knowledge of the Company, oral, notice from any Governmental Entity regarding (i) any actual or possible material violation of any Company Permit, or any failure to comply in any material respect with any term or requirement of any Company Permit or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Company Permit.

(b) The businesses of the Company and its Subsidiaries are not currently being conducted, and at no time since incorporation have been conducted, in violation of any applicable Law in any material respect. As of the date of this Agreement, no investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is pending or, to the knowledge of the Company, threatened, other than those the outcome of which would not reasonably be expected to, individually or in the aggregate, result in a material liability to the Company or its Subsidiaries, taken as a whole. Since incorporation, neither the Company nor any of its Subsidiaries has received any written, or to the knowledge of the Company, oral, notice of violation with respect to any applicable Law or any inquiry, subpoena, civil investigative demand, or other investigational inquiry from a Governmental Entity with respect thereto.

#### Section 4.10 Compensation; Benefits.

(a) As of the date hereof, none of the Company or any Subsidiaries has an Employee Benefit Plans sponsored, maintained, or contributed to or required to be contributed to by the Company or any of its Affiliates (without regard to materiality, the “**Company Plans**”).

(b) There are no material unfunded benefit obligations that have not been properly accrued for in the Company’s financial statements or disclosed in the notes thereto in accordance with IFRS.

(c) None of the Company or any member of its Aggregated Group sponsors, maintains, contributes to, has an obligation to contribute to, or has ever sponsored, maintained, contributed to or has had an obligation to contribute to, and no Company Plan is, (i) a plan subject to Title IV of ERISA (including a multiemployer plan within the meaning of Section 3(37) of ERISA), Section 302 of ERISA, or Section 412 of the U.S. Code, (ii) a multiple employer plan that is subject to Section 413(c) of the U.S. Code, (iii) a multiple employer welfare arrangement, as defined in Section 3(40) of ERISA or (iv) a Company Plan that obligates the Company to provide a current or former employee, consultant, director or other service provider (or any beneficiary or dependent thereof) of the Company, any life insurance or medical or health benefits after his or her termination of employment or service with the Company, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the U.S. Code or any similar state Law.

(d) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, either alone or in combination with another event, could: (i) entitle any current or former individual service provider of the Company or any Subsidiary (or any dependent or beneficiary thereof) to any payment of compensation; (ii) increase the amount of compensation or benefits due to any such person; (iii) accelerate the vesting, funding or time of payment of any compensation or benefit; (iv) require a contribution by the Company or any Subsidiary to any Company Plan; (v) result in any payments or benefits that, individually or in combination with any other payment or benefit, could constitute the payment of any “excess parachute payment” within the meaning of Section 280G of the U.S. Code or in the imposition of an excise Tax under Section 4999 of the U.S. Code; or (vi) trigger any Tax gross-up, Tax equalization or other Tax reimbursement payment from the Company or any Subsidiary to any individual service provider of the Company or any Subsidiary.

#### Section 4.11 Labor Matters.

(a) As of the date of this Agreement, (i) neither the Company nor any of its Subsidiaries is a party to or bound by any labor union agreement, collective bargaining agreement, or other labor-related agreement or arrangement with any labor union, similar labor organization or works council, no employees of the Company or any of its Subsidiaries are represented by any labor union, similar labor organization or works council and there are no labor agreements, collective bargaining agreements or any other labor-related agreements or labor union arrangements that pertain to any of the employees of the Company or its Subsidiaries, (ii) there is no pending union representation petition involving employees of the Company or any of its Subsidiaries, and (iii) to the knowledge of the Company, there have been no labor union organizing activities with respect to any employees of the Company or its Subsidiaries.

(b) Since incorporation, there has been no actual or, to the knowledge of the Company, threatened unfair labor practice charge, material grievance, material arbitration, strike, dispute, slowdown, work stoppage, lockout, picketing, hand billing or other labor union-related dispute against or affecting the Company or its Subsidiaries.

(c) The Company and its Subsidiaries are, and since incorporation have been, in compliance in all material respects with all applicable Laws respecting labor, employment, and employment practices, and since incorporation there have been no material Proceedings pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, by or on behalf of any applicant for employment, any current or former employee or any class of the foregoing, relating to any applicable Laws respecting employment and employment practices, or alleging breach of any express or implied contract of employment, wrongful termination of employment, or alleging any other discriminatory, wrongful or tortious conduct in connection with the employment relationship. Since incorporation, neither the Company nor any of its Subsidiaries has received any material notice of the intent of the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor or any other Governmental Entity responsible for the enforcement of labor or employment Laws to conduct an investigation with respect to the Company or any of its Subsidiaries.

(d) None of the Company or its Subsidiaries has entered into a settlement agreement with a current or former director, officer, employee or independent contractor of the Company or its Subsidiaries that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of the Company or its Subsidiaries or (ii) an employee of the Company or its Subsidiaries at the level of Vice President or above. To the knowledge of the Company, since incorporation, no allegations of sexual harassment, sexual misconduct or discrimination have been made against (i) any officer of the Company or its Subsidiaries or (ii) an employee of the Company or its Subsidiaries at a level of Vice President or above.

(e) To the knowledge of the Company, no employee of the Company or any of its Subsidiaries is in any respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation: (i) to the Company or any of its Subsidiaries or (ii) to a former employer of any such employee relating (A) to the right of any such employee

to be employed by the Company or any of its Subsidiaries or (B) to the knowledge or use of trade secrets or proprietary information.

#### Section 4.12 Taxes.

(a) Each of the Company and its Subsidiaries has caused to be prepared and timely filed (taking into account valid extensions of time to file) all material Tax Returns required to be filed by it, and all such filed Tax Returns are true, complete and accurate in all material respects.

(b) All material Taxes due and payable by the Company or any of its Subsidiaries have been timely paid or adequate reserves in respect thereof have been established in the Company's financial statements in accordance with IFRS.

(c) Each of the Company and its Subsidiaries has properly and timely withheld or collected and timely paid, or is properly holding for timely payment, all material Taxes required to be withheld, collected and paid over by it under applicable Tax Law.

(d) Neither the Company nor any of its Subsidiaries has received from any Taxing Authority written notice of any pending audit, examination, or other proceeding in respect of Taxes of the Company or any of its Subsidiaries, and no audit, examination or other proceeding in respect of Taxes of the Company or any of its Subsidiaries is ongoing.

(e) No deficiency for any material amount of Taxes has been proposed or asserted in writing or assessed by any Governmental Entity against the Company or any of its Subsidiaries that remains unpaid or unresolved.

(f) Neither the Company nor any of its Subsidiaries has granted (or is subject to) any waiver or extension of the statute of limitations for the assessment or collection of any material amount of Tax, which waiver or extension is not yet expired.

(g) Since incorporation, no written claim has been received by the Company or any of its Subsidiaries from a Governmental Entity in a jurisdiction in which neither the Company nor any of its Subsidiaries files income or franchise Tax Returns that the Company or any of its Subsidiaries is or may be subject to income or franchise taxation by, or required to file any income or franchise Tax Return in, that jurisdiction.

(h) Neither the Company nor any of its Subsidiaries has been a member of an affiliated group of corporations filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which is the Company) or has any liability for Taxes of any Person (other than the Company and its current and former Subsidiaries) under U.S. Treasury Regulations Section 1.1502-6 (or any similar provision of U.S. state or local or non-U.S. Tax Law) or by operation of Law as a transferee or successor.

(i) Neither the Company nor any of its Subsidiaries has been a member of an affiliated group of corporations filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which is the Company) or has any liability for Taxes of any Person (other than the Company and its current and former Subsidiaries) under U.S. Treasury Regulations



Section 1.1502-6 (or any similar provision of U.S. state or local or non-U.S. Tax Law) or by operation of Law as a transferee or successor.

(j) Neither the Company nor any of its Subsidiaries is a party to or bound by, or has any obligation under, any Tax sharing or allocation contract or arrangement, other than (i) contracts solely among the Company and any of its Subsidiaries, and (ii) customary Tax sharing or indemnification provisions in contracts the primary purpose of which does not relate to Taxes.

(k) There are no closing agreements, gain recognition agreements, private letter rulings, or similar agreements or rulings that have been entered into between any Taxing Authority and any of the Company or its Subsidiaries, or issued by any Taxing Authority to the Company or any of its Subsidiaries, that are binding on the Company or any of its Subsidiaries.

(l) Neither the Company nor any of its Subsidiaries has participated in a “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(m) Neither the Company nor any of its Subsidiaries is or will be required to include any material amount in, or exclude any material amount of deduction from, taxable income for any Tax period ending after the Closing Date as a result of any (1) change in method of accounting pursuant to Section 481 of the U.S. Code (or any analogous provision under state or foreign Tax Laws) made prior to the Closing Date, (2) installment sale or open transaction entered into prior to the Closing Date, or (3) prepaid amount received on or prior to the Closing Date.

(n) The Company is treated as a corporation for U.S. federal income tax purposes.

(o) There are no Encumbrances for material Taxes on any of the assets of the Company or any of its Subsidiaries, other than Permitted Encumbrances.

(p) To the knowledge of the Company, the Company is not and has not been a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the U.S. Code and the applicable Treasury Regulations at any time since incorporation.

Section 4.13 Litigation. Since incorporation, there has been no material (a) Proceeding pending, or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries or (b) judgment, decree, injunction, ruling or order of any Governmental Entity or arbitrator outstanding against the Company or any of its Subsidiaries.

#### Section 4.14 Real Property.

(a) Section 4.14(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, a correct and complete list of: (i) all real property owned by the Company or any of its Subsidiaries (together with all buildings, structures, improvements and fixtures located thereon, collectively, the “**Company Owned Real Property**”), including a description of each vesting deed therefor and the applicable Company Owned Real Property corresponding thereto; (ii) all leases, subleases, licenses or similar occupancy agreements to which the Company or any of its Subsidiaries is a party (collectively, the “**Company Real Property Leases**”, and all real property subject thereto, including all improvements located thereon, collectively, the “**Company**

**Leased Real Property**”), including a description of each Company Real Property Lease (including any material amendments thereto); and (iii) to the knowledge of the Company, all easements, rights-of-way or similar instruments under which the Company or any of its Subsidiaries is the named beneficiary that are material to the operation of the businesses of the Company or any of its Subsidiaries (collectively, the “**Company Real Property Easements**”, and the real property subject thereto, including any improvements, structures or fixtures located thereon or thereunder, collectively, the “**Company Easement Real Property**”), including a description of each Company Real Property Easement (including any material amendments thereto). The Company has made available to Parent, in all material respects, a complete copy of each (A) Company Real Property Lease and Company Real Property Easement (including, without limitation, any and all amendments, assignments, guarantees, master leases, ground leases or similar documentation related thereto) and (B) with respect to the Company Owned Real Property, the vesting deeds, the most-recent owner’s title insurance policies and most-recent surveys, in each case of the foregoing clauses (A) and (B), in the possession, or within the reasonable control, of the Company or its Subsidiaries.

(b) The Company or its applicable Subsidiary (i) has good and valid title to all Company Owned Real Property and (ii) except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (A) a valid leasehold or subleasehold interest in, or other valid right to use or otherwise occupy, each Company Leased Real Property and (B) a valid easement interest in, or other valid right to use or otherwise occupy, each Company Easement Real Property, in each case of the foregoing clauses (i) and (ii), free and clear of all Encumbrances, except Permitted Encumbrances.

(c) With respect to each Company Real Property Lease and each Company Real Property Easement:

(i) such Company Real Property Lease or Company Real Property Easement is in full force and effect and is a valid and enforceable obligation of the Company (or its applicable Subsidiary) and, to the knowledge of the Company, each other party thereto, in accordance with its terms (subject, as to enforceability, to Creditors’ Rights); and

(ii) except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (A) neither the Company nor any of its Subsidiaries, or, to the knowledge of the Company, any other party thereto, is in default under any Company Real Property Lease or Company Real Property Easement, and no event has occurred which, with the delivery of notice, the passage of time or both, would constitute a default thereunder and (B) all amounts due and payable by the Company or any Subsidiary thereof under each Company Real Property Lease and Company Real Property Easement have been paid in full.

(d) With respect to each Company Owned Real Property:

(i) to the knowledge of the Company, policies of title insurance have been issued, insuring, as of the effective date of each such insurance policy, the title interest held by the Company or its applicable Subsidiary;

(ii) except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (A) neither the Company nor any Subsidiary thereof is in default under any easement, covenant, condition, restriction or other agreement to which such Company Owned Real Property is subject and (B) all buildings, structures, fixtures, building systems, improvements and equipment located in or on, or otherwise included in the Company Owned Real Property, (1) are in reasonably sufficient condition and repair, subject to reasonable wear and tear, (2) are adequate and suitable for the purposes currently being used by the Company or its applicable Subsidiary, and (3) are supplied with all utilities and other services necessary to continue to be used in the manner currently being used by the Company or its applicable Subsidiary; and

(iii) except for Permitted Encumbrances, to the knowledge of the Company, there are no Persons (other than the Company or any Subsidiary thereof) that legally owns, or holds a present or future right in, any coal, oil, gas, minerals, or other resources beneath the surface of any Company Owned Real Property, including the right to mine therefor or otherwise access or use the same.

(e) With respect to all Company Owned Real Property, Company Leased Real Property and Company Easement Real Property (collectively, the “**Company Real Property**”):

(i) (A) neither the Company nor any Subsidiary thereof is obligated under contractual agreements to acquire any interest in real property for which the consideration, individually or in the aggregate, exceeds \$100,000, and to the knowledge of the Company, no such contractual agreements exist with respect to any other real property, (B) except as contemplated hereunder in connection with the Transactions, neither the Company nor any Subsidiary thereof has granted any outstanding options or purchase agreements, rights of first offer or first refusal or any other rights (whether present or future) in favor of any Person to purchase or otherwise acquire an interest in any Company Real Property, or portion thereof, and to the knowledge of the Company no such agreements exist, and (C) neither the Company nor any Subsidiary thereof has granted to any Person the right (whether present or future) to use or occupy all or any portion of the Company Real Property, whether pursuant to a lease, assignment, sublease, license or other agreement, other than temporary licenses that are necessary for the present conduct of the respective businesses of the Company and its Subsidiaries in the ordinary course;

(ii) except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (A) the Company Real Property (including any buildings, structures, improvements and fixtures located thereon) and the current use and operation thereof by the Company or its Subsidiaries in the ordinary course do not violate any applicable zoning, building or other Laws to which such Company Real Property is subject, and, as of the date of this Agreement, there does not exist any pending or, to the knowledge of the Company, threatened, zoning, condemnation, eminent domain, or similar Proceedings that relate to or affect any Company Real Property (including any material portion thereof), and (B) as of the date of this Agreement, no real property other than the Company Real Property is necessary for the conduct of the respective businesses of the Company and its Subsidiaries in the ordinary course;

(iii) to the knowledge of the Company, no consent by or notice to any Person (including, without limitation, landlords or sublandlords) or any other action is required under any agreement or instrument relating to or affecting any Company Real Property in connection with the execution, delivery or performance of this Agreement or the consummation of the Transactions; and

(iv) no capital improvement work, renovations or similar work with respect to all or any portion of the Company Real Property is currently being conducted by (or on behalf of) the Company or any Subsidiary thereof, other than such work that is in the ordinary course of business and does not exceed \$100,000 in the aggregate.

#### Section 4.15 Intellectual Property.

(a) The Company and its Subsidiaries own or have a valid right to use, free and clear of all Encumbrances other than Permitted Encumbrances, all material Intellectual Property used or held for use in or for the operation of the businesses of each of the Company and its Subsidiaries as currently conducted (the “**Company Intellectual Property**”).

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the use of the Company Intellectual Property in the operation of the businesses of each of the Company and its Subsidiaries as currently conducted does not infringe, misappropriate or otherwise violate any Intellectual Property of any other Person and (ii) as of the date of this Agreement, to the knowledge of the Company, no third party is infringing, misappropriating or otherwise violating any Company Intellectual Property that is owned or purported to be owned by the Company or its Subsidiaries.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the IT Systems (i) are adequate and suitable for the purposes for which they are currently being used and (ii) do not contain any undisclosed or hidden device or feature or any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” or similar disabling code or routines (A) designed to disrupt, disable, or otherwise impair the functioning of such IT Systems or (B) that permits unauthorized access to, or the unauthorized disablement or erasure of, such IT Systems or other software or information or data (or any parts thereof) of the Company or its Subsidiaries. The IT Systems are designed, implemented and maintained in accordance with customary industry standards and constitute all the information technology systems infrastructure reasonably necessary for the operation of the businesses of each of the Company and its Subsidiaries as currently conducted, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

#### Section 4.16 Material Contracts.

(a) Section 4.16 of the Company Disclosure Letter sets forth a true and complete list, as of the date of this Agreement, of:

(i) each contract that provides for the acquisition, disposition, license, use, distribution or outsourcing of assets (including Intellectual Property rights), services, rights or properties involving, or with respect to which the Company reasonably expects that the

Company or any of its Subsidiaries will make, payments in excess of \$100,000 in any calendar year;

(ii) each contract that constitutes a commitment relating to Indebtedness for borrowed money or the deferred purchase price of property by the Company or any of its Subsidiaries (whether incurred, assumed, guaranteed or secured by any asset) in excess of \$100,000, other than agreements solely between or among the Company and its Subsidiaries;

(iii) each contract for lease of personal property or real property involving payments in excess of \$100,000 in any calendar year that are not terminable without penalty within sixty (60) days;

(iv) each contract relating to power or electricity supply to the Company or its Subsidiaries for the purpose of cryptocurrency mining, if any;

(v) each contract relating primarily to cryptocurrency mining, including miner purchase agreements, miner hosting agreements, infrastructure agreements, immersion cooling agreements and agreements related to research and development (including any statements of work thereto);

(vi) each contract relating to carbon sequestration in connection with the cryptocurrency mining activities of the Company and its Subsidiaries;

(vii) each contract relating to the research and development of cryptocurrency miners;

(viii) each contract between the Company or a Subsidiary of the Company, on the one hand, and another Subsidiary of the Company, on the other hand;

(ix) each contract: (A) that limits in any material respect the freedom of the Company or any of its Subsidiaries to compete or operate in any line of business or geographical area, or beneficially own any assets, properties or rights, anywhere at any time; (B) that requires the Company or any of its Subsidiaries to deal exclusively with any Person or grants any exclusive rights to any Person; (C) that contains any “most favored nation” or similar provision in favor of the counterparty; (D) that contains requirements to purchase any minimum portion of any product or service from any Person or to sell any minimum portion of any product or service to any Person; or (E) that contains a right of refusal, right of first offer or right of first negotiation or similar right with respect to a material asset owned by the Company or any of its Subsidiaries;

(x) each contract with any Governmental Entity;

(xi) each contract involving the settlement of any Proceeding since incorporation which requires payment by the Company or any of its Subsidiaries in excess of \$100,000 in any calendar year and under which any such payment is still owing; and

(xii) each contract involving the pending acquisition or sale of (or option to purchase or sell) any material amount of the assets or properties of the Company, taken as a whole.

Collectively, the contracts set forth in Section 4.16(a) are herein referred to as the “**Company Contracts**.” Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Company Contract is legal, valid, binding and enforceable in accordance with its terms on the Company and each of its Subsidiaries that is a party thereto and, to the knowledge of the Company, each other party thereto, and is in full force and effect, subject, as to enforceability, to Creditors’ Rights. Neither the Company nor any of its Subsidiaries, and, to the knowledge of the Company, no other Person, is in material breach or default under any Company Contract.

Section 4.17 Brokers. No broker, investment banker, or other Person is or will be entitled to any broker’s, finder’s or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company.

Section 4.18 Takeover Laws. There are no Takeover Laws applicable to, or purporting to be applicable to, this Agreement, the Company or any of its Subsidiaries, the Merger or any of the other Transactions, including any Takeover Laws that would limit or restrict Parent or any of its Affiliates from exercising its ownership of shares of Company Common Stock acquired in the Merger. The Company has no stockholder rights plan, “poison pill” or similar agreement or arrangement designed to have the effect of delaying, deferring or discouraging any Person from acquiring control of the Company.

Section 4.19 No Additional Representations.

(a) Except for the representations and warranties made in this Article IV, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or its Subsidiaries or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the Transactions, and the Company hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither the Company nor any other Person makes or has made any representation or warranty to Parent and Merger Sub, or any of their respective Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to the Company or any of its Subsidiaries or their respective businesses; or (ii) except for the representations and warranties made by the Company in this Article IV, any oral or written information presented to Parent and Merger Sub or any of their respective Affiliates or Representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement or in the course of the Transactions.

(b) Notwithstanding anything contained in this Agreement to the contrary, the Company acknowledges and agrees that none of Parent, Merger Sub or any other Person has made or is making any representations or warranties relating to Parent or its Subsidiaries (including Merger Sub) whatsoever, express or implied, beyond those expressly given by Parent and Merger Sub in Article V, including any implied representation or warranty as to the accuracy or completeness of any information regarding Parent furnished or made available to the Company, or any of its Representatives and that the Company has not relied on, and expressly disclaims any reliance on, any representation or warranty not set forth in this Agreement. Without limiting the generality of the foregoing, the Company acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospect information that

may have been made available to the Company or any of its Representatives (including in certain “data rooms,” “virtual data rooms,” management presentations or in any other form in expectation of, or in connection with, the Merger or the other Transactions).

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB**

Except as set forth in the disclosure letter dated as of the date of this Agreement and delivered by Parent and Merger Sub to the Company on or prior to the date of this Agreement (the “**Parent Disclosure Letter**”) and except as disclosed in (i) the Parent Disclosure Documents (including all exhibits and schedules thereto and (ii) documents incorporated by reference therein) filed with or furnished to the applicable Canadian Securities Regulators and publicly available on SEDAR+ at least 48 hours prior to the date of this Agreement (excluding any disclosure contained under the heading “Risk Factors” or any similar heading or caption, any disclosure of risks included in any “forward-looking statements” disclaimer and any other statement or disclosure that is similarly predictive or forward-looking) (it being understood that this clause (ii) shall not apply to Section 5.1, Section 5.2, Section 5.3 or Section 5.4), Parent and Merger Sub jointly and severally represent and warrant to the Company as set forth in this Article V:

Section 5.1 Organization, Standing and Power. Each of Parent and its Subsidiaries is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each of Parent and its Subsidiaries has all requisite entity power and authority to own, lease and operate its properties and to carry on its business as now being conducted, other than where the failure to have such power, authority or standing would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Each of Parent and its Subsidiaries is duly qualified and in good standing to do business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification necessary, other than where the failure to so qualify or be in good standing would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

#### Section 5.2 Capital Structure.

(a) As of the date of this Agreement, the authorized share capital of Parent consists of (i) an unlimited number of Parent Common Shares without par value (collectively, the “**Parent Share Capital**”). At the close of business on the date hereof: (A) 8,640,898 Parent Common Shares were issued and outstanding; and (B) 95,000 Parent Common Shares were underlying the Parent RSUs.

(b) All outstanding Parent Common Shares are validly issued, fully paid and non-assessable and are not subject to preemptive rights. All outstanding Parent Common Shares have been issued and granted in compliance in all material respects with (i) applicable securities Laws and other applicable Law and (ii) all requirements set forth in applicable contracts. As of the close of business on the date hereof, except as set forth in this Section 5.2, there are no outstanding restricted stock, restricted stock units, phantom units or other equity-related awards, options, warrants or other rights to subscribe for, purchase or acquire from Parent or any of its Subsidiaries any capital stock of Parent or securities convertible into or exchangeable or exercisable for capital

stock of Parent. All outstanding shares of capital stock or other equity interests of the Subsidiaries of Parent are validly issued, fully paid and non-assessable, are owned by Parent or by a wholly owned Subsidiary of Parent and are free and clear of all Encumbrances, other than Permitted Encumbrances. Except as set forth in this Section 5.2, there are outstanding: (A) no shares of Parent Share Capital, (B) no securities of Parent or any Subsidiary of Parent convertible into or exchangeable or exercisable for shares of Parent Share Capital and (c) no options, warrants, calls, rights (including preemptive rights), commitments or agreements to which Parent or any Subsidiary of Parent is a party or by which it is bound in any case obligating Parent or any Subsidiary of Parent to issue, deliver, sell, purchase, redeem or acquire, or cause to be issued, delivered, sold, purchased, redeemed or acquired, additional shares of Parent Share Capital or other voting securities of Parent, or obligating Parent or any Subsidiary of Parent to grant, extend or enter into any such option, warrant, subscription, call, right, commitment or agreement. Other than the Parent Voting Agreements, there are not any stockholder agreements, voting trusts or other agreements to which Parent is a party or by which it is bound relating to the voting of any shares of Parent Share Capital.

### Section 5.3 Authority; No Violations; Consents and Approvals.

(a) Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Transactions have been duly authorized by all necessary corporate action on the part of each of Parent and Merger Sub (other than the adoption of this Agreement by Parent, the sole stockholder of Merger Sub, which shall occur immediately after the execution and delivery of this Agreement). This Agreement has been duly executed and delivered by each of Parent and Merger Sub, and, assuming this Agreement constitutes the valid and binding obligation of the Company, constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against Parent and Merger Sub in accordance with its terms, subject as to enforceability to Creditors' Rights. The board of directors of Merger Sub has by unanimous vote (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are in the best interests of, Merger Sub and the sole stockholder of Merger Sub and (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger. Parent, as the sole stockholder of all of the outstanding shares of capital stock of Merger Sub, has executed and delivered a consent to adopt this Agreement, which consent shall become effective immediately following the approval of this Agreement by the board of directors of Merger Sub and the execution of this Agreement.

(b) The execution, delivery and performance of this Agreement does not, and the consummation of the Transactions will not (with or without notice or lapse of time, or both) (i) contravene, conflict with or result in a violation of any provision of the Organizational Documents of Parent or Merger Sub, (ii) result in a violation of, or default under, or acceleration of any material obligation or the loss of a material benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) upon any of the properties or assets of Parent or any of its Subsidiaries under, any provision of any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which Parent or any of its Subsidiaries is a party or by which Parent or Merger Sub or any of their respective Subsidiaries or their respective properties or assets are bound, or (iii) assuming the Consents



referred to in Section 5.4 are duly and timely obtained or made, contravene, conflict with or result in a violation of any Law applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, other than, in the case of clause (ii) or (iii) above, any such contraventions, conflicts, violations, defaults, acceleration, losses, or Encumbrances that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.4 Consents. No Consent from, any Governmental Entity is required to be obtained or made by Parent or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub or the consummation by Parent and Merger Sub of the Transactions, except for: (a) the filing of a premerger notification report by Parent under the HSR Act, and the expiration or termination of the applicable waiting period with respect thereto; (b) the filing with the SEC of such reports under Section 13(a) of the U.S. Exchange Act, and such other compliance with the U.S. Exchange Act and the rules and regulations thereunder, as may be required in connection with this Agreement and the Transactions; (c) the filing of the notice of alteration to its notice of articles with the British Columbia Registrar of Companies (the “**BC Registrar**”) to effect the Name Change; (d) the filing of the notice of alteration to its notice of articles with the BC Registrar to effect the Share Amendment; (e) the filing of the Certificate of Merger with the Office of the Secretary of State of the State of Texas; (f) filings with Cboe Canada and NASDAQ, or such other Canadian Exchange and U.S. Exchange, as the case may be, and related approvals; (g) such filings and approvals as may be required by any applicable state securities or “blue sky” laws; and (h) any such Consent that the failure to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

#### Section 5.5 Disclosure Documents; Financial Statements.

(a) Since December 31, 2023, Parent has filed or furnished with the applicable Canadian Securities Regulators all forms, reports and statements required to be filed or furnished under Canadian Securities Laws (such forms, reports and statements, collectively, the “**Parent Disclosure Documents**”). As of their respective dates, each of the Parent Disclosure Documents, as amended, complied as to form in all material respects with the applicable requirements of Canadian Securities Laws applicable to such Parent Disclosure Documents, and none of the Parent Disclosure Documents contained, when filed (or, if amended prior to the date of this Agreement, as of the date of such amendment with respect to those disclosures that are amended) any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The consolidated financial statements of Parent included in Parent Disclosure Documents (the “**Parent Financial Statements**”), including all notes and schedules thereto, complied in all material respects, when filed or if amended prior to the date of this Agreement, as of the date of such amendment, with Canadian Securities Laws, were prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Canadian Securities Laws) and fairly present in all material respects in accordance with applicable requirements of IFRS (subject, in the case of the unaudited statements, to normal year-end audit adjustments) the financial position of Parent and its consolidated Subsidiaries, as of their

respective dates and the results of operations and the cash flows of the Company and its consolidated Subsidiaries for the periods presented therein.

**Section 5.6 Absence of Certain Changes or Events.**

(a) Since September 30, 2024 (the “**Parent Balance Sheet Date**”) through the date of this Agreement, there has not been any Parent Material Adverse Effect or any event, change, effect or development that, individually or in the aggregate, would reasonably be expected to have a Parent Material Adverse Effect.

(b) From the Parent Balance Sheet Date through the date of this Agreement, the Company and its Subsidiaries have conducted their business in the ordinary course of business in all material respects.

**Section 5.7 No Undisclosed Material Liabilities.** There are no liabilities of Parent or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than: (a) liabilities provided for on the most recent balance sheet included in the Parent Financial Statements or the notes thereto; (b) liabilities not required to be presented on the face of an unaudited interim balance sheet in accordance with IFRS; (c) liabilities incurred in the ordinary course of business subsequent to the Parent Balance Sheet Date; (d) liabilities incurred in connection with the Transactions; (e) liabilities incurred as permitted under Section 6.2(b); (e) liabilities of Parent or any of its Subsidiaries pursuant to the Parent Indebtedness and Liabilities; and (f) liabilities that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

**Section 5.8 Information Supplied.** None of the information supplied or to be supplied by Parent for inclusion or incorporation by reference in the Registration Statement will, at the time the Registration Statement is declared effective by the SEC, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

**Section 5.9 Parent Permits; Compliance with Applicable Law.**

(a) Parent and its Subsidiaries hold all permits, licenses, variances, exemptions, orders, franchises and approvals of all Governmental Entities necessary for the lawful conduct of their respective businesses (collectively, the “**Parent Permits**”), except where the failure to so hold would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Parent and its Subsidiaries are in compliance with the terms of the Parent Permits, except where the failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) The businesses of Parent and its Subsidiaries are not currently being conducted, and at no time since the Parent Balance Sheet Date have been conducted, in violation of any applicable Law, except for violations that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. As of the date of this Agreement, no investigation or review by any Governmental Entity with respect to Parent or any of its Subsidiaries is pending or, to the knowledge of Parent, threatened, other than those the

outcome of which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.10 Litigation. As of the date of this Agreement, except for such matters as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, there is no (a) Proceeding pending, or to the knowledge of Parent, threatened against Parent or any of its Subsidiaries, or (b) judgment, decree, injunction, ruling or order of any Governmental Entity or arbitrator outstanding against Parent or any of its Subsidiaries.

Section 5.11 Real Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (a) Parent and its Subsidiaries have defensible title to all material real property owned by Parent or any of its Subsidiaries (collectively, the **“Parent Owned Real Property”**) and valid leasehold estates in all material real property leased, subleased, licensed or otherwise occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by Parent or any Subsidiary of Parent (collectively, including the improvements thereon, the **“Parent Material Leased Real Property”**) free and clear of all Encumbrances, except Permitted Encumbrances, (b) each agreement under which Parent or any Subsidiary of the Company is the landlord, sublandlord, tenant, subtenant, or occupant with respect to the Parent Material Leased Real Property (each, a **“Parent Material Real Property Lease”**) to the knowledge of Parent is in full force and effect and is valid and enforceable against the parties thereto in accordance with its terms, subject, as to enforceability, to Creditors’ Rights, and neither Parent nor any of its Subsidiaries, or to the knowledge of Parent, any other party thereto, has received written notice of any default under any Parent Material Real Property Lease, and (c) as of the date of this Agreement, there does not exist any pending or, to the knowledge of Parent, threatened, condemnation or eminent domain Proceedings that affect any of the Parent Owned Real Property or Parent Material Leased Real Property.

Section 5.12 Material Contracts. Collectively, the contracts filed as exhibits or incorporated by reference, or required under applicable Law to be filed as exhibits or incorporated by reference, to the Parent Disclosure Documents are herein referred to as the **“Parent Contracts”**. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, each Parent Contract is legal, valid, binding and enforceable in accordance with its terms on Parent and each of its Subsidiaries that is a party thereto and, to the knowledge of Parent, each other party thereto, and is in full force and effect, subject, as to enforceability, to Creditors’ Rights. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, neither Parent nor any of its Subsidiaries is in breach or default under any Parent Contract.

Section 5.13 Valid Issuance. The Parent Common Shares to be issued as Per Share Merger Consideration to be issued pursuant to the terms hereof, when issued as provided in and pursuant to the terms of this Agreement, will be duly authorized and validly issued (and with respect to the Parent Common Shares, fully paid and nonassessable), and (other than restrictions under applicable securities laws) will be free from any liens, encumbrances or restrictions on transfer, including pre-emptive rights, rights of first refusal or other similar rights.

Section 5.14 Approvals Required. The approval of Parent Shareholders of the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance are the

only votes or consents of the holders of any class or series of shares in the capital of Parent necessary to approve and adopt this Agreement, the Merger or the other Transactions. The vote or consent of Parent as the sole stockholder of Merger Sub (which will be obtained immediately after the execution and delivery of this Agreement) is the only vote or consent of the holders of any class or series of capital stock of Merger Sub necessary to approve and adopt this Agreement, the Merger or the other Transactions.

Section 5.15 Ownership of Company Common Stock. Neither Parent nor any of its Subsidiaries own any shares of Company Common Stock (or other securities convertible into, exchangeable for or exercisable for shares of Company Common Stock).

Section 5.16 Business Conduct. Merger Sub was incorporated on February 28, 2025. Since its inception, Merger Sub has not engaged in any activity, other than such actions in connection with (a) its organization and (b) the preparation, negotiation and execution of this Agreement and the Transactions. Merger Sub has no operations, has not generated any revenues and has no assets or liabilities other than those incurred in connection with the foregoing and in association with the Merger as provided in this Agreement. There are no contracts between Parent, Merger Sub or related guarantors, on the one hand, and any member of the Company's management or directors, on the other hand, as of the date hereof that relate in any way to the Company or the Transactions.

Section 5.17 Assets, Inventory, Etc. Section 5.17 of the Parent Disclosure Letter sets forth a complete and accurate list, as of the date hereof, of all of the assets and inventory of the Parent and its Subsidiaries. In the last two years, there has been no failure, breakdown or continued substandard performance of any such assets or inventory that has caused a material disruption or interruption in the operation of the business of Parent or any of its Subsidiaries. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, the assets and inventory of the Parent and its Subsidiaries are generally maintained and in good working condition to perform all operations necessary for the operations of Parent and its Subsidiaries.

Section 5.18 Brokers. No broker, investment banker, or other Person is or will be entitled to any broker's, finder's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent.

Section 5.19 No Additional Representations.

(a) Except for the representations and warranties made in this Article V, neither Parent nor any other Person makes any express or implied representation or warranty with respect to Parent or its Subsidiaries or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the Transactions, and Parent hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Parent nor any other Person makes or has made any representation or warranty to the Company or any of its Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to Parent or Merger Sub, or any of their Subsidiaries or their respective businesses; or (ii) except for the representations and warranties made by Parent in this Article V, any oral or written information

presented to the Company or any of its Affiliates or Representatives in the course of their due diligence investigation of Parent, the negotiation of this Agreement or in the course of the Transactions.

(b) Notwithstanding anything contained in this Agreement to the contrary, Parent acknowledges and agrees that none of the Company or any other Person has made or is making any representations or warranties relating to the Company or its Subsidiaries whatsoever, express or implied, beyond those expressly given by the Company in Article IV, including any implied representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Parent, or any of its Representatives and that neither Parent nor Merger Sub has relied on, and expressly disclaim any reliance on, any representation or warranty not set forth in this Agreement. Without limiting the generality of the foregoing, Parent acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospect information that may have been made available to Parent or any of its Representatives (including in certain “data rooms,” “virtual data rooms,” management presentations or in any other form in expectation of, or in connection with, the Merger or the other Transactions).

## **ARTICLE VI**

### **COVENANTS AND AGREEMENTS**

#### **Section 6.1 Conduct of Company Business Pending the Merger.**

(a) Except as permitted or required by this Agreement, as may be required by applicable Law, or otherwise consented to by Parent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the period from the execution of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article VIII (the “**Interim Period**”), the Company covenants and agrees that it shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to conduct its businesses in the ordinary course; *provided, however*, that no action or inaction by the Company or its Subsidiaries with respect to the matters specifically addressed by any provision of Section 6.1(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision of Section 6.1(b).

(b) Except as permitted or required by this Agreement, as may be required by applicable Law, or otherwise consented to by Parent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the Interim Period, the Company shall not, and shall not permit its Subsidiaries to:

(i) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, the Company or its Subsidiaries; (B) split, combine or reclassify any capital stock of, or other equity interests in the Company or any of its Subsidiaries (other than for transactions by a wholly owned Subsidiary of the Company); or (C) purchase, redeem or otherwise acquire, or offer to purchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, the Company or any Subsidiary of the Company, except as required by the terms of any capital stock or equity interest of a

Subsidiary or as contemplated by any Company Plan in each case existing as of the date of this Agreement;

(ii) amend the Company's Organizational Documents or amend the Organizational Documents of any of the Company's Subsidiaries or form any new Subsidiary of the Company;

(iii) sell, lease or otherwise dispose of (including by virtue of failure to exercise any lease renewal options), or agree to sell, lease or otherwise dispose of, any assets or properties, except as would not have a Company Material Adverse Effect and as would not prevent or materially delay the consummation of the Transactions;

(iv) adopt a plan of complete or partial liquidation or dissolution or effect a reorganization, of the Company or any of its Subsidiaries, other than such transactions among wholly-owned Subsidiaries of the Company;

(v) change in any material respect their material accounting principles, practices or methods that would materially affect the consolidated assets, liabilities or results of operations of the Company and its Subsidiaries, except as required by IFRS or applicable Law;

(vi) except in the ordinary course of business: (A) make, change or revoke any material Tax election, (B) change an annual Tax accounting period, (C) adopt or change any material Tax accounting method, (D) file any material amended Tax Return, (E) enter into any material closing agreement with a Taxing Authority, (F) settle or compromise any material Tax liability of the Company or any of its Subsidiaries; or (G) consent to any extension or waiver of the statute of limitation period applicable to any claim or assessment with respect to Taxes of the Company or any of its Subsidiaries;

(vii) (A) modify, renew, extend, or enter into any labor union agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council, or (B) voluntarily recognize or certify any labor union, labor organization, works council, or other representative of a group of employees of the Company or its Subsidiaries as the collective bargaining representative for any employees of the Company or its Subsidiaries;

(viii) waive, release, amend or fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of the Company or its Subsidiaries;

(ix) enter into any contract that would be a Company Contract if it were in effect on the date of this Agreement, or modify, amend, terminate or assign, or waive or assign any rights under, any Company Contract, in each case except as would not have a Company Material Adverse Effect and as would not prevent or materially delay the consummation of the Transactions;

(x) settle or offer or propose to settle, any Proceeding (excluding any audit, claim or other Proceeding in respect of Taxes) other than the settlement of such Proceedings involving only the payment of monetary damages (to the extent not covered by insurance) by the

Company or any of its Subsidiaries of any amount exceeding \$100,000 individually or \$500,000 in the aggregate and involving no admission of wrongdoing or injunctive or other equitable relief; or

(xi) agree to take any action that is prohibited by this Section 6.1(b).

#### Section 6.2 Conduct of Parent Business Pending the Merger.

(a) Except as permitted or required by this Agreement (including pursuant to the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance (including pursuant to the Merger and the Parent Conversion)), as may be required by applicable Law, or otherwise consented to by the Company in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the Interim Period, Parent covenants and agrees that it shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to conduct its businesses in the ordinary course; *provided, however*, that no action or inaction by Parent or its Subsidiaries with respect to the matters specifically addressed by any provision of Section 6.2(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision of Section 6.2(b).

(b) Except as permitted or required by this Agreement (including pursuant to the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance (including pursuant to the Merger and the Parent Conversion)), as may be required by applicable Law, or otherwise consented to by the Company in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the Interim Period, Parent shall not, and shall not permit its Subsidiaries to:

(i) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, Parent or its Subsidiaries, except for dividends and distributions by a direct or indirect wholly owned Subsidiary of Parent to Parent or another direct or indirect wholly-owned Subsidiary of Parent; (B) other than the Share Amendment, split, combine or reclassify any capital stock of, or other equity interests in Parent or any of its Subsidiaries (other than for transactions by a wholly owned Subsidiary of Parent); or (C) purchase, redeem or otherwise acquire, or offer to purchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, Parent or any Subsidiary of Parent, except as required by the terms of any capital stock or equity interest of a Subsidiary or as contemplated by any Parent Plan in each case existing as of the date of this Agreement;

(ii) offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any equity interests in Parent or any of its Subsidiaries or any securities convertible into, or any rights, warrants or options to acquire, any such equity interests, other than: (A) the issuance of Parent Common Shares upon the vesting or lapse of any restrictions on any shares of Parent RSUs or other awards granted under the Parent Equity Plan and outstanding on the date hereof or issued in compliance with clause (B) below; (B) issuances of awards granted under the Parent Equity Plan in the ordinary course of business; (C) the issuance of Parent Common Shares upon the Parent Conversion; (D) issuances by a wholly-owned Subsidiary of Parent of such Subsidiary's capital stock or other equity interests to Parent or any other wholly-owned Subsidiary of Parent;

(iii) except as permitted or required by this Agreement (including pursuant to the Name Change and the Share Amendment), amend Parent's Organizational Documents in a manner that would adversely affect the Company or the Company Shareholders disproportionately as compared to Parent and the Parent Shareholders or in a manner that would adversely affect the ability of Parent or Merger Sub to consummate the Merger;

(iv) (A) merge, consolidate, combine or amalgamate with any Person other than between wholly-owned Subsidiaries of Parent, (B) acquire or agree to acquire (including by merging or consolidating with, purchasing any equity interest in or a substantial portion of the assets of, licensing, or by any other manner) any business or any corporation, partnership, association or other business organization or division thereof or (C) enter into any other transactions that could reasonably be expected to prevent, materially delay or impede the consummation of the Merger, if the taking of such action in either of the foregoing clause (A), (B) or (C) would reasonably be expected (at the time such action is taken) to prevent, materially delay or impede the consummation of the Merger, in each case other than (x) pursuant to an agreement of Parent or any of its Subsidiaries in effect on the date of this Agreement, (y) acquisitions for which the consideration is less than \$250,000,000 in the aggregate (*provided* that Parent shall consult with the Company with respect to any such acquisition pursuant this clause (y) to the extent reasonably practicable and permitted by applicable Law) or (z) acquisitions and licenses in the ordinary course of business;

(v) adopt a plan of complete or partial liquidation or dissolution, of Parent or any of its Subsidiaries, other than such transactions among wholly-owned Subsidiaries of Parent; or

(vi) agree to take any action that is prohibited by this Section 6.2(b).

### Section 6.3 No Solicitation.

(a) During the Interim Period, the Company will, and will cause the Company's Subsidiaries and instruct its Representatives to, immediately cease, and cause to be terminated, any discussion or negotiations with any Person conducted heretofore by the Company or any of its Subsidiaries or Representatives with respect to a Competing Proposal.

(b) During the Interim Period, the Company will not, and will cause the Company's Subsidiaries and will instruct its Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage the making of a Competing Proposal; (ii) engage in any discussions with any Person with respect to a Competing Proposal; (iii) furnish any non-public information regarding the Company or its Subsidiaries, or access to the properties, assets or employees of the Company or its Subsidiaries, to any Person in connection with or in response to a Competing Proposal; (iv) enter into any letter of intent or agreement in principal, or other agreement providing for a Competing Proposal (other than a confidentiality agreement entered as provided in Section 6.3(e)(i)); or (v) release or permit the release of any Person from, or amend, waive or permit the amendment or waiver of any provision of, any "standstill" or similar agreement or provision to allow such Person to make or amend a Competing Proposal; *provided, however*, that notwithstanding anything to the contrary in this Agreement, the Company or any of its Representatives may, (A) in response to an unsolicited inquiry or proposal, seek to clarify the terms



and conditions of such inquiry or proposal to determine whether such inquiry or proposal constitutes, or could reasonably be expected to lead to, a Superior Proposal and (B) in response to an inquiry or proposal from a third party, inform a third party or its Representative of the restrictions imposed by the provisions of this Section 6.3 (without conveying, requesting or attempting to gather any other information except as otherwise specifically permitted hereunder).

(c) During the Interim Period, the Company shall advise Parent of the receipt by the Company of any Competing Proposal made on or after the date of this Agreement, any request for non-public information or data relating to the Company or any of its Subsidiaries made by any Person in connection with a Competing Proposal or any request for discussions or negotiations with the Company or a Representative of the Company relating to a Competing Proposal in each case within twenty-four (24) hours thereof, and the Company shall provide to Parent (within such twenty-four (24) hour timeframe) (i) a copy of any such Competing Proposal if made in writing provided to the Company or any of its Subsidiaries or (ii) if any such Competing Proposal is made orally, a written summary of the material financial and other terms of such Competing Proposal. Thereafter the Company shall keep Parent reasonably informed with respect to the status and material terms of any such Competing Proposal and any material changes to the status of any such discussions or negotiations.

(d) Except as permitted by Section 6.3(e), the Company Board, including any committee thereof, agrees it shall not (i) withdraw, qualify or modify, or publicly propose to withdraw, qualify or modify, in a manner adverse to Parent, or fail to affirm without qualification at the request of Parent, the Company Board Recommendation; or (ii) approve, endorse or recommend, or publicly propose or announce any intention to approve, endorse or recommend, any Competing Proposal (the taking of any action described in clauses (i) and (ii) being referred to as a “**Company Change of Recommendation**”).

(e) Notwithstanding anything in this Agreement to the contrary, the Company, directly or indirectly through one or more of its Representatives, may:

(i) prior to the receipt of the Company Shareholder Approval, engage in the activities prohibited by Section 6.3(b)(i), Section 6.3(b)(ii) or Section 6.3(b)(iii) with any Person who has made a written bona fide Competing Proposal that did not result from a breach of this Section 6.3; *provided, however*, that (A) prior to taking any such actions, the Company Board or any committee thereof determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Competing Proposal is, or could reasonably be expected to lead to, a Superior Proposal, (B) no non-public information that is prohibited from being furnished pursuant to Section 6.3(b) may be furnished until the Company receives an executed confidentiality agreement from such Person containing limitations on the use and disclosure of non-public information furnished to such Person by or on behalf of the Company that are no less favorable to the Company in the aggregate than the terms of the Confidentiality Agreement, as determined by the Company Board in good faith after consultation with its legal counsel (*provided*, further, that such confidentiality agreement does not contain provisions that prohibits the Company from complying with the provisions of this Section 6.3), and (C) any such non-public information has previously been made available to, or is made available to, Parent prior to or concurrently with (or in the case of oral non-public information only, promptly (and in any event within twenty-four (24) hours) after) the time such information is made available to such Person;

(ii) prior to the receipt of the Company Shareholder Approval, in response to a Competing Proposal that did not result from a breach of this Section 6.3, if the Company Board (or any committee thereof) so chooses, cause the Company to effect a Company Change of Recommendation or to terminate this Agreement pursuant to Section 8.1(d), if prior to taking such action (A) the Company Board (or a committee thereof) determines in good faith after consultation with its financial advisors and outside legal counsel that such Competing Proposal is a Superior Proposal (taking into account any adjustment to the terms and conditions of the Merger proposed by Parent in response to such Competing Proposal), (B) the Company Board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with its fiduciary obligations to the Company Shareholders under applicable Law, and (C) the Company shall have given notice to Parent that the Company has received such proposal, specifying the material terms and conditions of such proposal, and, that the Company intends to take such action, and either (1) Parent shall not have proposed revisions to the terms and conditions of this Agreement prior to the earlier to occur of the scheduled time for the Company Shareholders' Meeting and the fifth (5th) Business Day after the date on which such notice is given to Parent, or (2) if Parent within the period described in the foregoing clause (1) shall have proposed revisions to the terms and conditions of this Agreement in a manner that would form a binding contract if accepted by the Company, the Company Board (or any committee thereof), after consultation with its financial advisors and outside legal counsel, shall have determined in good faith that the Competing Proposal remains a Superior Proposal with respect to Parent's revised proposal; *provided, however*, that each time material modifications to the financial terms of a Competing Proposal determined to be a Superior Proposal are made the time period set forth in this clause (C) prior to which the Company may effect a Company Change of Recommendation or terminate this Agreement shall be extended for forty-eight (48) hours after notification of such change to Parent; and

(f) Notwithstanding anything in this Agreement to the contrary, prior to receipt of the Company Shareholder Approval, in response to an Intervening Event, the Company may, if the Company Board (or any committee thereof) so chooses, effect a Company Change of Recommendation if prior to taking such action (i) the Company Board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with its fiduciary obligations to the Company Shareholders under applicable Law, (ii) the Company shall have given notice to Parent that the Company has determined that an Intervening Event has occurred or arisen (which notice will reasonably describe such Intervening Event) and that the Company intends to effect a Company Change of Recommendation, and either (A) Parent shall not have proposed revisions to the terms and conditions of this Agreement prior to the earlier to occur of the scheduled time for the Company Shareholders' Meeting and the fifth (5th) Business Day after the date on which such notice is given to Parent, or (B) if Parent within the period described in the foregoing clause (A) shall have proposed revisions to the terms and conditions of this Agreement in a manner that would form a binding contract if accepted by the Company, the Company Board (or any committee thereof), after consultation with its outside legal counsel, shall have determined in good faith that such proposed changes do not obviate the need for the Company Board to effect a Company Change of Recommendation and that the failure to make a Company Change of Recommendation would be inconsistent with its fiduciary obligations to the Company Shareholders under applicable Law.

#### Section 6.4 Preparation of Registration Statement.

(a) Parent shall promptly prepare and file with the SEC (with the Company's reasonable cooperation) the Registration Statement; *provided, however*, that Parent shall furnish the Registration Statement to the Company and give the Company and its legal counsel and other advisors a reasonable opportunity to review the Registration Statement prior to filing with the SEC and shall accept all reasonable additions, deletions or changes suggested by the Company in connection therewith. The Parent shall notify the Company of the receipt of any comments of the SEC staff with respect to the Registration Statement and of any requests by the SEC for any amendment or supplement thereto or for additional information and shall provide to the Company, as promptly as reasonably practicable, copies of all written correspondence between Parent or any Representative thereof and the SEC with respect to the Registration Statement. If comments are received from the SEC staff with respect to the Registration Statement, Parent shall respond as promptly as reasonably practicable to the comments of the SEC. Parent shall provide the Company and its legal counsel with a reasonable opportunity to review any amendment or supplement to the Registration Statement prior to filing with the SEC and shall accept all reasonable additions, deletions or changes suggested by the Company in connection therewith. Parent shall promptly provide the Company with such information as may be required to be included in the Registration Statement or as may be reasonably required to respond to any comment of the SEC staff. After all the comments received from the SEC have been cleared by the SEC staff and all information required to be contained in the Registration Statement has been included therein by Parent, Parent shall file the Registration Statement and use its reasonable best efforts to have the Registration Statement declared effective under the U.S. Securities Act as promptly as practicable after such filing (including by responding to comments from the SEC).

#### Section 6.5 Company Shareholders' Meeting.

(a) The Company shall call, hold and convene a meeting of the Company Shareholders to consider the adoption of this Agreement, to be held within a reasonable period of time prior to the Closing. Except as permitted by Section 6.3, the Company Board shall recommend that the Company Shareholders approve and adopt this Agreement at the Company Shareholders' Meeting and the Company Board shall solicit from Company Shareholders proxies in favor of the adoption of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company shall be required to adjourn or postpone the Company Shareholders' Meeting if, as of the time for which the Company Shareholders' Meeting is scheduled, (i) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct business at such Company Shareholders' Meeting or (ii) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to obtain the Company Shareholder Approval; *provided, however*, that the Company Shareholders' Meeting shall not be adjourned or postponed (x) to a date that is more than thirty (30) days after the date for which the meeting was previously scheduled without Parent's prior written consent or (y) to a date on or after two (2) Business Days prior to the End Date.

(b) Without limiting the generality of the foregoing, unless this Agreement shall have been terminated pursuant to Article VIII, the Company agrees that its obligations to hold the Company Shareholders' Meeting, pursuant to this Section 6.5 shall not be affected by the making of a Company Change of Recommendation and its obligations pursuant to this Section 6.5

shall not be affected by the commencement, announcement, disclosure, or communication to the Company of any Competing Proposal or the occurrence or disclosure of any Intervening Event.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in lieu of holding the Company Shareholders' Meeting, the Company may instead obtain the Company Shareholder Approval pursuant to one or more written consents of the Company Shareholders in accordance with the TBOC and other applicable Law, such written consents to be obtained within a reasonable period of time prior to the Closing (and in any event at least two (2) Business Days prior to the End Date). The Company shall provide Parent with a copy of such written consents promptly after the execution thereof.

#### Section 6.6 Parent Shareholders' Meeting.

(a) Subject to the terms of this Agreement, and the provision of information supplied by the Company for inclusion or incorporation by reference, Parent shall convene and conduct a special meeting of Parent Shareholders (the "**Parent Shareholders' Meeting**") in accordance with the Organizational Documents of Parent and applicable Laws as soon as reasonably practicable, and shall not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Parent Shareholders' Meeting without the prior written consent of the Company, except in the case of an adjournment as required for quorum purposes. Parent shall consult with the Company in fixing the record date for the Parent Shareholders' Meeting and the date of the Parent Shareholders' Meeting, give notice to the Company of the Parent Shareholders' Meeting and allow the Company's Representatives to attend the Parent Shareholders' Meeting. Subject to the other terms of this Agreement, Parent shall use its commercially reasonable efforts to obtain the approval of the Parent Shareholders in respect of the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance and to solicit proxies in favor of the approval of the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance and against any resolution submitted by any holder of Parent Common Shares that is inconsistent with the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance and the completion of any of the transactions contemplated herein, including, if otherwise determined necessary or advisable by Parent or if so requested by the Company, acting reasonably, using investment dealers and proxy solicitation services firms selected by Parent (acceptable to the Company, acting reasonably), cooperating with any Persons engaged the Company to solicit proxies in favor of the approval of the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance and against any resolution submitted by any Parent Shareholder that is inconsistent with the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance, instructing the management proxyholders named in the Information Circular to vote any discretionary or blank proxy submitted by the Parent Shareholders in favor of such action, and shall take all other action reasonably necessary or advisable to secure the requisite approval of Parent Shareholders for the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance.

(b) Parent shall use commercially reasonable efforts to provide the Company with (A) updates with respect to the aggregate tally of the proxies received by Parent in respect of the Name Change, the Share Amendment, the Election of Directors and the Parent Stock Issuance, (B) updates with respect to any communication (written or oral) from any Parent Shareholders in opposition to the Name Change, the Share Amendment, the Election of Directors and the Parent

Stock Issuance, and (C) the right to review and comment on all communications sent to the Parent Shareholders and to participate in any discussions, negotiations or Actions with or including any such Parent Shareholder, in each case, solely in connection with the Parent Shareholders' Meeting.

Section 6.7 Information Circular.

(a) Parent shall as promptly as practicable prepare and complete, in good faith consultation with the Company, the management information circular in respect of the Parent Shareholders' Meeting (the "**Information Circular**") together with any other documents required by applicable Law in connection with the Parent Shareholders' Meeting and the Transactions, and Parent shall cause the Information Circular and such other documents to be delivered to each holder of Parent Common Shares and other Person as required by applicable Law, in each case so as to permit the Parent Shareholders' Meeting to be held by the time specified in Section 6.6(a).

(b) Parent shall ensure that the Information Circular (A) complies in all material respects with the Organizational Documents of Parent and applicable Law, (B) does not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except with respect to information supplied by the Company for inclusion or incorporation by reference in the Information Circular, (C) provides the Parent Shareholders with sufficient information (explained in reasonably sufficient detail) to permit them to form a reasoned judgement concerning the matters to be placed before the Parent Shareholders' Meeting; and (D) states any material interest of each director and officer, whether as director, officer, securityholder or creditor of Parent, as and to the extent required by applicable Law.

(c) Without limiting the generality of Section 6.7(b), Parent shall, subject to the terms of this Agreement, ensure that the Information Circular includes (A) a statement that the Parent Board has unanimously determined that the Merger is in the best interests of Parent and fair to the Parent Shareholders, and recommends that the Parent Shareholders vote in favor of the Parent Stock Issuance, the Name Change, the Share Amendment and the Election of Directors, and (B) a statement that certain Parent Shareholders holding in the aggregate 50% or more of all issued and outstanding Parent Common Shares have entered into and delivered to the Company a voting agreement (each, a "**Parent Voting Agreement**"), pursuant to which, among other things, such Parent Shareholders have agreed to vote their Parent Common Shares (including, as applicable, Parent Common Shares issued after giving effect to the Parent Conversion in accordance with Section 2.4) in favour of the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger and the Parent Stock Issuance, the Name Change, the Share Amendment and the Election of Directors.

(d) The Company shall reasonably assist Parent in the preparation of the Information Circular, including obtaining and furnishing to Parent any information with respect to the Company required to be included under applicable Laws in the Information Circular, and ensuring that such information does not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Parent shall give the Company and its legal counsel a reasonable opportunity to review and comment on drafts of the Information Circular and other related documents, and shall accept the reasonable comments

made by the Company and its counsel, and agrees that all information relating to the Company included in the Information Circular must be in a form and content reasonably satisfactory to the Company. Parent shall provide the Company with a final copy of the Information Circular prior to its delivery to the Parent Shareholders.

(e) Each Party shall promptly notify the other Parties if it becomes aware that the Information Circular contains any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or otherwise requires an amendment or supplement. The Parties shall reasonably cooperate in the preparation of any such amendment or supplement as required or appropriate, and Parent shall promptly deliver or otherwise disseminate any such amendment or supplement to the Parent Shareholders as required by applicable Law.

#### Section 6.8 Access to Information.

(a) During the Interim Period, the Company shall, and shall cause each of its Subsidiaries to, afford to Parent and its Representatives, reasonable access, at reasonable times upon reasonable prior notice, to the officers, key employees, agents, properties, offices and other facilities of the Company and its Subsidiaries, and to their books, records, contracts and documents, and the Company shall, and shall cause each of the Company's Subsidiaries to, furnish reasonably promptly to Parent and its Representatives such information concerning the Company and its Subsidiaries' business, governance, properties, contracts, records and personnel as may be reasonably requested, from time to time, by or on behalf of Parent. Parent and its Representatives shall conduct any such activities in such a manner as not to interfere unreasonably with the business or operations of the Company or its Subsidiaries or otherwise cause any unreasonable interference with the prompt and timely discharge by the employees of the Company and its Subsidiaries of their normal duties. Notwithstanding anything to the contrary herein, (i) the Company shall not be required to, or to cause any of its Subsidiaries to, grant access or furnish information to Parent or any of its Representatives to the extent that such information is subject to an attorney/client privilege or the attorney work product doctrine or that such access or the furnishing of such information is prohibited by applicable Law or an existing contract or agreement; *provided* that the Company shall use its commercially reasonable efforts to provide the applicable information in a way that would not jeopardize such privilege or violate such Law or contract or agreement; (ii) Parent and its Representatives shall not be permitted to conduct any sampling or analysis of any environmental media or building materials at any facility of the Company or its Subsidiaries without the prior written consent of the Company, which may be granted or withheld in the Company's sole discretion; and (iii) to the extent the Company is obligated to provide Parent or its Representatives with physical access to the officers, key employees, agents, properties, offices and other facilities of the Company and its Subsidiaries, and to their books, records, contracts and documents pursuant to this Section 6.8, the Company may instead provide such access by electronic means if physical access is not reasonably feasible or would not be permitted under applicable Law. Each of Parent and the Company agrees that it will not, and will cause their respective Representatives not to, use any information obtained pursuant to this Section 6.8 for any purpose unrelated to the consummation of the Transactions.

(b) The non-disclosure agreement entered into between Parent and the Company before the date hereof (the “**Confidentiality Agreement**”) shall survive the execution and delivery of this Agreement until the later of (i) the termination of the Confidentiality Agreement according to its terms and (ii) the Closing, and shall apply to all information furnished thereunder or hereunder. All information provided to either Parent or the Company or their respective Representative pursuant to or in connection with this Agreement is deemed to be “Confidential Information” as defined under the Confidentiality Agreement.

#### Section 6.9 HSR and Other Approvals.

(a) Except for the filings and notifications made pursuant to Antitrust Laws to which Section 6.9(b), and not this Section 6.9(a), shall apply, promptly following the execution of this Agreement, the Parties shall proceed to prepare and file with the appropriate Governmental Entities, and submit to or obtain from other third parties, as applicable, all authorizations, consents, notifications, certifications, registrations, declarations and filings that are necessary in order to consummate the Transactions and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such matters. Notwithstanding the foregoing, in no event shall either the Company or Parent or any of their respective Affiliates be required to pay any consideration to any third parties or give anything of value to obtain any such Person’s authorization, approval, consent or waiver to effectuate the Transactions, other than filing, recordation or similar fees. Parent and the Company shall have the right to review in advance and, to the extent reasonably practicable, each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to Parent or the Company, as applicable, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the Transactions.

(b) The Parties shall cooperate in good faith and jointly determine no later than forty-five (45) days following the execution of this Agreement whether pre-merger filings are required under the HSR Act. If the Parties determine that such filings are required, the Parties shall make these filings no later than ten (10) Business Days following the date of such determination. As promptly as reasonably practicable, the Parties shall make the filings and notifications as may be required by foreign competition laws and merger regulations (the “**Competition Law Notifications**”). Each of Parent and the Company shall cooperate fully with each other and shall furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of any filings under any applicable Antitrust Laws. Unless otherwise agreed, Parent and the Company shall each use its reasonable best efforts to ensure the prompt expiration of any applicable waiting period under the HSR Act or any Competition Law Notifications. Parent and the Company shall each use its reasonable best efforts to respond to and comply with any request for information from any Governmental Entity charged with enforcing, applying, administering, or investigating the HSR Act, any Competition Law Notifications or any other Law designed to prohibit, restrict or regulate actions for the purpose or effect of mergers, monopolization, restraining trade or abusing a dominant position (collectively, “**Antitrust Laws**”), including the Federal Trade Commission, the Department of Justice, any attorney general of any state of the United States or any other competition authority of any jurisdiction (“**Antitrust Authority**”). Parent and the Company shall keep each other apprised of

the status of any communications with, and any inquiries or requests for additional information from any Antitrust Authority.

(c) Notwithstanding anything herein to the contrary, Parent shall take any and all action necessary, including but not limited to (i) selling or otherwise disposing of, or holding separate and agreeing to sell or otherwise dispose of, assets, categories of assets or businesses of the Company or Parent or their respective Subsidiaries; (ii) terminating existing relationships, contractual rights or obligations of the Company or Parent or their respective Subsidiaries; (iii) terminating any venture or other arrangement; (iv) creating any relationship, contractual rights or obligations of the Company or Parent or their respective Subsidiaries or (v) effectuating any other change or restructuring of the Company or Parent or their respective Subsidiaries (and, in each case, to enter into agreements or stipulate to the entry of an order or decree or file appropriate applications with any Antitrust Authority in connection with any of the foregoing and in the case of actions by or with respect to the Company or its Subsidiaries or its or their businesses or assets; *provided, however*, that any such action may, at the discretion of the Company, be conditioned upon consummation of the Merger) (each a “**Divestiture Action**”) to ensure that no Governmental Entity enters any order, decision, judgment, decree, ruling, injunction (preliminary or permanent), or establishes any Law or other action preliminarily or permanently restraining, enjoining or prohibiting the consummation of the Merger, or to ensure that no Antitrust Authority with the authority to clear, authorize or otherwise approve the consummation of the Merger, fails to do so by the End Date. In the event that any action is threatened or instituted challenging the Merger as violative of any Antitrust Law, Parent shall (A) take such action, including any Divestiture Action, as may be necessary to avoid, resist or resolve such action; and (B) defend, at its cost and expense, any action or actions, whether judicial or administrative, in connection with the transactions contemplated by this Agreement. Parent shall be entitled to direct any Proceedings with any Antitrust Authority or other Person relating to any of the foregoing, *provided, however*, that it shall afford the Company a reasonable opportunity to participate therein. In addition, in the event that any permanent or preliminary injunction or other order is entered or becomes reasonably foreseeable to be entered in any Proceeding that would make consummation of the Transactions in accordance with the terms of this Agreement unlawful or that would restrain, enjoin or otherwise prevent or materially delay the consummation of the Transactions, Parent shall take promptly any and all steps necessary to vacate, modify or suspend such injunction or order so as to permit such consummation prior to the End Date. Notwithstanding anything to the contrary in this Agreement, Parent shall not be required to agree to any action required in this Section 6.9(c) (including any Divestiture Actions) that would, individually or taken together, reasonably be expected to have a material adverse effect on Parent (including its Affiliates) or the Company (including its Affiliates). The Parties shall take reasonable efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege or any other privilege pursuant to this Section 6.9(c) so as to preserve any applicable privilege.

#### Section 6.10 Indemnification; Directors’ and Officers’ Insurance.

(a) Without limiting any other rights that any Indemnified Person may have pursuant to any employment agreement or indemnification agreement in effect on the date hereof or otherwise (which shall be assumed by the Surviving Corporation), from the Effective Time until such time as Parent and the Company may determine following the Effective Time, Parent as it exists as of the Effective Time shall, jointly and severally, indemnify, defend and hold harmless



each Person who is now, or has been at any time prior to the date of this Agreement or who becomes prior to the Effective Time, a director or officer of Parent or the Company or any of their respective Subsidiaries (the “**Indemnified Persons**”) against all losses, claims, damages, costs, fines, penalties, expenses (including attorneys’ and other professionals’ fees and expenses), liabilities or judgments or amounts that are paid in settlement, of or incurred in connection with any threatened or actual Proceeding to which such Indemnified Person is a party or is otherwise involved (including as a witness) based, in whole or in part, on or arising, in whole or in part, out of the fact that such Person is or was a director or officer of Parent, the Company or any of their respective Subsidiaries or is or was serving at the request of Parent, the Company or any of their respective Subsidiaries as a director or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, as applicable, or by reason of anything done or not done by such Person in any such capacity, whether pertaining to any act or omission occurring or existing prior to, at or after, the Effective Time and whether asserted or claimed prior to, at or after the Effective Time (“**Indemnified Liabilities**”), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to, this Agreement or the Transactions, in each case to the fullest extent permitted under applicable Law. For a period as Parent and the Company may determine from and after the Effective Time, following the Effective Time, Parent shall not amend, repeal or otherwise modify any provision in the Organizational Documents of the Surviving Corporation or its Subsidiaries in any manner that would affect (or manage the Surviving Corporation or its Subsidiaries, with the intent to or in a manner that would) adversely the rights thereunder or under the Organizational Documents of the Surviving Corporation or any of its Subsidiaries of any Indemnified Person to indemnification, exculpation and advancement except to the extent required by applicable Law. For a period as Parent and the Company may determine, following the Effective Time, Parent shall fulfill and honor any indemnification, expense advancement or exculpation agreements between the Company or any of its Subsidiaries and any of the Indemnified Persons existing immediately prior to the Effective Time.

(b) Parent and the Surviving Corporation may cause to be put in place, and the Parties shall fully prepay immediately prior to the Effective Time, “tail” insurance policies with a claims reporting or discovery period of such period to be determined by the Parties, acting reasonably, from the Effective Time (the “**Tail Period**”) from an insurance carrier to be determined by Parent and the Company, acting reasonably, with respect to directors’ and officers’ liability insurance (“**D&O Insurance**”) in an amount and scope as may be accepted by Parent and the Company, acting reasonably, with respect to matters, acts or omissions existing or occurring at or prior to the Effective Time.

(c) In the event that Parent, the Surviving Corporation or any of their Subsidiaries or any of their respective successors or assignees (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, in each such case, proper provisions shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 6.10. The provisions of this Section 6.10 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Persons. The rights of the Indemnified Persons under this Section 6.10 are in addition to any rights such Indemnified Persons may have under the

Organizational Documents of the Company or any of its Subsidiaries, or under any applicable contracts or Law.

Section 6.11 Agreement to Defend; Shareholder Litigation. In the event any Proceeding by any Governmental Entity or other Person is commenced that questions the validity or legality of the Transactions or seeks damages in connection therewith, the Parties agree to cooperate and use their reasonable best efforts to defend against and respond thereto. The Company shall give Parent reasonable opportunity to participate in the defense or settlement of any shareholder litigation against the Company and its directors relating to any Transaction; *provided* that no such settlement shall be agreed to without Parent's consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 6.12 Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. No Party shall, and each will cause its Representatives not to, issue any public announcements or make other public disclosures regarding this Agreement or the Transactions, without the prior written approval of the other Party. Notwithstanding the foregoing, (i) a Party, its Subsidiaries or their Representatives may issue a public announcement or other public disclosures with respect to the Merger or any of the other Transactions (a) if required by applicable Law or (b) if required by the rules of any stock exchange upon which such Party's or its Subsidiary's capital stock is traded; *provided*, in each case, such Party uses reasonable best efforts to afford the other Party an opportunity to first review the content of the proposed disclosure and provide reasonable comments thereon; (ii) each of Parent and the Company may, without consultation with or consent of the other Party, make any public statement in response to questions from the press, analysts, investors or those attending industry conferences and make internal announcements to employees, so long as such statements or announcements are consistent with (and not materially expansive of) previous press releases, public disclosures or public statements or announcements made jointly by the Parties (or individually, if approved by the other Party); (iii) the Company shall not be required by any provision of this Agreement to consult with or obtain any approval from Parent with respect to a public announcement or press release issued in connection with the receipt and existence of a Competing Proposal and matters related thereto or a Company Change of Recommendation, other than as set forth in Section 6.3; and (iv) neither Parent nor the Company need to consult with (or obtain the consent of) the other Party in connection with any press release, public statement or filing in connection with any Proceeding between Parent and the Company related to this Agreement or any of the Transactions.

Section 6.13 Reasonable Best Efforts; Notification.

(a) Except to the extent that the Parties' obligations are specifically set forth elsewhere in this Article VI, upon the terms and subject to the conditions set forth in this Agreement (including Section 6.3), each of the Parties shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner reasonably practicable, the Merger and the other Transactions, including taking all reasonable actions necessary to satisfy the respective conditions set forth in Article VII.

(b) Subject to applicable Law and as otherwise required by any Governmental Entity, the Company and Parent each shall keep the other apprised of the status of matters relating to the consummation of the Transactions, including promptly (i) furnishing the other with copies of notices or other communications received by Parent or the Company, as applicable, or any of its Subsidiaries, from any third party or any Governmental Entity with respect to the Transactions (including those alleging that the approval or consent of such Person is or may be required in connection with the Transactions), and (ii) giving written notice to the other Party upon becoming aware (x) that any representation or warranty made by it in this Agreement, or in the case of Parent, by it or Merger Sub, has become untrue or inaccurate or (y) of any failure by it, or in the case of Parent, by it or Merger Sub, to comply with or satisfy any covenant, obligation or agreement to be complied with or satisfied by it pursuant to this Agreement, in each case if and only to the extent that such untruth, inaccuracy or failure would reasonably be expected to cause any of the conditions set forth in Section 7.2(a) or Section 7.2(b) (with respect to Parent) or Section 7.3(a) or Section 7.3(b) (with respect to the Company) to fail to be satisfied.

Section 6.14 Section 16 Matters. Prior to the Effective Time, Parent, Merger Sub and the Company shall take all such steps as may be required to cause any dispositions of equity securities of the Company (including derivative securities) by each individual who is subject to the reporting requirements of Section 16(a) of the U.S. Exchange Act with respect to the Company, to be exempt under Rule 16b-3 under the U.S. Exchange Act.

Section 6.15 Takeover Laws. The Company will not take any action that would cause the Transactions to be subject to requirements imposed by any Takeover Laws, and will take all reasonable steps within its control to exempt (or ensure the continued exemption of) the Transactions from the Takeover Laws of any state that purport to apply to this Agreement or the Transactions.

Section 6.16 Stock Exchange De-listing; Stock Exchange Listing.

(a) Parent shall use its reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the CSE to enable the delisting of the Parent Common Shares from the CSE prior to the Effective Time.

(b) Parent shall use its reasonable best efforts to cause the Parent Common Shares (including, for greater certainty, the Parent Common Shares to be issued in the Merger) to be approved for listing on Cboe Canada and NASDAQ, or such other Canadian Exchange and U.S. Exchange, as the case may be, subject to customary conditions and official notice of issuance, prior to the Effective Time.

Section 6.17 Obligations of Merger Sub. Parent shall take all action necessary to cause Merger Sub and the Surviving Corporation to perform their respective obligations under this Agreement.

Section 6.18 Fairness Opinions. Each of Parent and the Company shall be entitled to obtain a fairness opinion in connection with the Merger and the other Transactions.

Section 6.19 Company Interim Financial Statements. As promptly as practical after the date hereof, the Company shall deliver to Parent the Company Interim Financial Statements.

Section 6.20 Tax Treatment. The Parties shall cooperate in good faith and take all reasonable actions, which may include restructuring the Merger and the other Transactions, to ensure that the anticipated Tax treatment of the Transactions is acceptable to the Company, in its reasonable discretion.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT**

Section 7.1 Conditions to Each Party's Obligation to Consummate the Merger. The respective obligation of each Party to consummate the Merger is subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived jointly by the Parties, in whole or in part, to the extent permitted by applicable Law:

(a) Name Change. Parent shall have effected an alteration to its notice of articles to effect the Name Change.

(b) Share Amendment. Parent shall have effected an alteration to its notice of articles to effect the Share Amendment.

(c) Parent Shareholder Approval. The Parent Shareholders have approved the adoption of this Agreement, including the Merger and the Parent Stock Issuance, in accordance with applicable Law and the Organizational Documents of the Company.

(d) Company Shareholder Approval. The Company Shareholder Approval shall have been obtained in accordance with applicable Law and the Organizational Documents of the Company.

(e) Listing. The Parent Common Shares to be issued in the Merger shall have been approved for listing on Cboe Canada and NASDAQ, or such other Canadian Exchange and U.S. Exchange, as the case may be, subject to customary conditions and official notice of issuance; *provided, however*, that Parent shall not be entitled to invoke this condition if it has not complied in all material respects with Section 6.16.

(f) Registration Statement. The Registration Statement shall have become effective under the U.S. Securities Act and shall not be the subject of any stop order or proceeding seeking a stop order.

(g) Regulatory Approval. (i) Any waiting period applicable to the Transactions under the HSR Act shall have been terminated or shall have expired and (ii) the Consents from Governmental Entities shall have been obtained, and the filings and petitions with Governmental Entities shall have been made, in each case as set forth on Section 4.4 of the Company Disclosure Letter.

(h) No Injunctions or Restraints. No Governmental Entity having jurisdiction over any Party shall have issued any order, decree, ruling, injunction or other action that is in effect

(whether temporary, preliminary or permanent) restraining, enjoining or otherwise prohibiting the consummation of the Merger and no Law shall have been adopted that makes consummation of the Merger illegal or otherwise prohibited.

Section 7.2 Additional Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived exclusively by Parent, in whole or in part, to the extent permitted by applicable Law:

(a) Representations and Warranties of the Company. (i) The Company Fundamental Representations shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date (except that the Company Fundamental Representations that speak as of a specified date shall have been true and correct in all material respects only as of such date); (ii) the representations and warranties of the Company set forth in Section 4.2(a) (Capital Structure) and Section 4.6(a) (Absence of Certain Changes or Events) shall be true and correct (except, with respect to Section 4.2(a) (Capital Structure) for any de minimis inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except that representations and warranties that speak as of a specified date shall have been true and correct (except, with respect to Section 4.2(a) (Capital Structure) for any de minimis inaccuracies) only as of such date); and (iii) all other representations and warranties of the Company set forth in Article IV of this Agreement shall be true and correct as of the Closing Date, as though made on and as of the Closing Date (except that representations and warranties that speak as of a specified date shall have been true and correct only as of such date), except, in the case of this clause (iii) where the failure of such representations and warranties to be so true and correct (without regard to qualification or exceptions contained therein as to “materiality”, “in all material respects” or “Company Material Adverse Effect”) would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed, or complied with, in all material respects all agreements and covenants required to be performed or complied with by it under this Agreement on or prior to the Effective Time.

(c) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Company Material Adverse Effect that is continuing.

(d) Compliance Certificate. Parent shall have received a certificate of the Company signed by an executive officer of the Company, dated the Closing Date, confirming that the conditions in Section 7.2(a), Section 7.2(b) and Section 7.2(c) have been satisfied.

(e) Consents. Parent shall have received from the Company a duly executed copy of all third-party consents to the Transactions which, if not received, would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(f) Conversion of Indebtedness and Liabilities. All Parent Indebtedness and Liabilities shall have been converted and satisfied in full through the issuance of Parent Common Shares in accordance with Section 2.4, such that, immediately prior to the Effective Time, there is

no outstanding indebtedness, trade payables or other liabilities of the Parent or its Subsidiaries, as the case may be.

Section 7.3 Additional Conditions to Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived exclusively by the Company, in whole or in part, to the extent permitted by applicable Law:

(a) Representations and Warranties of Parent and Merger Sub. (i) The Parent Fundamental Representations shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date (except that the Parent Fundamental Representations that speak as of a specified date shall have been true and correct in all material respects only as of such date); (ii) the representations and warranties of Parent and Merger Sub set forth in Section 5.2(a) (Capital Structure) and Section 5.6(a) (Absence of Certain Changes or Events) shall be true and correct (except, with respect to Section 5.2(a) (Capital Structure) for any de minimis inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except that representations and warranties that speak as of a specified date shall have been true and correct (except, with respect to Section 5.2(a) (Capital Structure) for any de minimis inaccuracies) only as of such date); and (iii) all other representations and warranties of Parent and Merger Sub set forth in Article V of this Agreement shall be true and correct as of the Closing Date, as though made on and as of the Closing Date (except that representations and warranties that speak as of a specified date shall have been true and correct only as of such date), except, in the case of this clause (iii) where the failure of such representations and warranties to be so true and correct (without regard to qualification or exceptions contained therein as to “materiality”, “in all material respects” or “Parent Material Adverse Effect”) would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub each shall have performed, or complied with, in all material respects all agreements and covenants required to be performed or complied with by them under this Agreement on or prior to the Effective Time.

(c) No Parent Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Parent Material Adverse Effect that is continuing.

(d) Compliance Certificate. The Company shall have received a certificate of Parent signed by an executive officer of Parent, dated the Closing Date, confirming that the conditions in Section 7.3(a), Section 7.3(b) and Section 7.3(c) have been satisfied.

(e) Consents. The Company shall have received from Parent a duly executed copy of all third-party consents to the Transactions which, if not received, would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(f) Tax Treatment. The anticipated Tax treatment of the Merger and the other Transactions shall be acceptable to the Company, in its reasonable discretion.

Section 7.4 Frustration of Closing Conditions. None of the Parties may rely, either as a basis for not consummating the Merger or for terminating this Agreement, on the failure of any

condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was caused by such Party's breach in any material respect of any provision of this Agreement.

## **ARTICLE VIII** **TERMINATION**

Section 8.1 Termination. This Agreement may be terminated and the Merger and the other Transactions may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the Company and Parent;

(b) by either the Company or Parent:

(i) if any Governmental Entity having jurisdiction over any Party shall have issued any order, decree, ruling or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger and such order, decree, ruling or injunction or other action shall have become final and nonappealable, or if there shall be adopted any Law that permanently makes consummation of the Merger illegal or otherwise permanently prohibited; *provided, however*, that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to any Party whose failure to fulfill any material covenant or agreement under this Agreement has been the primary cause of or resulted in the action or event described in this Section 8.1(b)(i) occurring;

(ii) if the Merger shall not have been consummated on or before 5:00 p.m. Dallas, Texas time, on July 31, 2025 (such date being the "**End Date**"); *provided, however*, that (A) either the Company or Parent shall be entitled to extend the End Date by thirty (30) days on a one-time basis; and (B) the right to terminate this Agreement under this Section 8.1(b)(ii) shall not be available to any Party whose failure to fulfill any material covenant or agreement under this Agreement has been the primary cause of or resulted in the failure of the Merger to occur on or before such date;

(iii) in the event of a breach by the other Party of any representation, warranty, covenant or other agreement contained in this Agreement which would give rise to the failure of a condition set forth in Section 7.2(a) or Section 7.2(b) or Section 7.3(a) or Section 7.3(b), as applicable (and such breach is not curable prior to the End Date, or if curable prior to the End Date, has not been cured by the earlier of (i) thirty (30) days after the giving of written notice to the breaching Party of such breach and (ii) three (3) Business Days prior to the End Date) (a "**Terminable Breach**"); *provided, however*, that the terminating Party is not then in Terminable Breach of any representation, warranty, covenant or other agreement contained in this Agreement; or;

(iv) if the Company Shareholder Approval shall not have been obtained upon a vote held at a duly held Company Shareholders' Meeting, or at any adjournment or postponement thereof; or

(c) by Parent, prior to, but not after, the time the Company Shareholder Approval is obtained, if the Company Board or any committee thereof shall have effected a

Company Change of Recommendation (whether or not such Company Change of Recommendation is permitted by this Agreement);

(d) by the Company, prior to, but not after, the time the Company Shareholder Approval is obtained, in order to enter into a definitive agreement with respect to a Superior Proposal; *provided, however*, that the Company shall have contemporaneously with such termination tendered payment to Parent of any and all Transaction Expenses pursuant to Section 8.3 and the Company has complied in all material respects with Section 6.3; or

(e) by the Company, if (i) all of the conditions set forth in Section 7.1 and Section 7.2 are satisfied or validly waived (other than those conditions that by their terms are to be satisfied at the Closing, so long as such conditions are at the time of termination capable of being satisfied at the Closing), (ii) Parent fails to consummate the Merger by the date on which Parent is required to consummate the Closing pursuant to Section 2.6, (iii) the Company irrevocably confirms to Parent in writing, following the date on which the Closing is required to occur pursuant to Section 2.6, that it stands ready, willing and able to consummate the Closing and that all of the closing conditions set forth in Section 7.3 have been satisfied or validly waived and (iv) Parent fails to consummate the Closing on or prior to the third Business Day following receipt of such irrevocable written confirmation of the Company referred to in clause (iii).

#### Section 8.2 Notice of Termination; Effect of Termination.

(a) A terminating Party shall provide written notice of termination to the other Party specifying with particularity the reason for such termination and any termination shall be effective immediately upon delivery of such written notice to the other Party.

(b) In the event of termination of this Agreement by any Party as provided in Section 8.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party except with respect to this Section 8.2, Section 6.8(b), Section 8.3 and Article I and Article IX (and the provisions that substantively define any related defined terms not substantively defined in Article I); *provided, however*, that notwithstanding anything to the contrary herein but subject to Section 8.3(c), no such termination shall relieve any Party from liability for any damages for a Willful and Material Breach of any covenant, agreement or obligation hereunder or fraud.

#### Section 8.3 Expenses and Other Payments.

(a) The Company agrees to pay all reasonable and documented out-of-pocket expenses of the Parties incident to preparing for, entering into and carrying out this Agreement and the consummation of the Transactions (including, for greater certainty, Parent and its Subsidiaries, and whether or not the Merger is consummated), in each case to the extent incurred on or after February 28, 2025 (collectively, the “**Transaction Expenses**”). The Company shall pay the Transaction Expenses in the ordinary course when due by wire transfer of immediately available funds to an account designated by Parent in accordance with Section 9.3.

(b) If the Company fails to timely pay the Transaction Expenses under this Section 8.3 and Parent obtains a final, non-appealable judgment against the Company for payment of the Transaction Expenses or any portion thereof, then the Company shall pay Parent (in addition



to such Transaction Expenses or portion thereof deemed owing) its costs and expenses (including reasonable and documented out-of-pocket attorney's fees and disbursements) in connection with such suit.

(c) The Parties agree that the agreements contained in this Section 8.3 are an integral part of the Transactions, and that, without these agreements, the Parties would not enter into this Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Section 8.3 shall (i) limit the rights of Parent or Merger Sub under Section 9.11 or (ii) require the Company to pay any Transaction Expenses of Parent or its Subsidiaries in the event that this Agreement is terminated in connection with any fraud or Willful and Material Breach on the part of Parent or Merger Sub (in which case Parent shall promptly repay any such reimbursed Transaction Fees promptly, and in any event within three (3) Business Days, following any such termination of this Agreement).

## **ARTICLE IX**

### **GENERAL PROVISIONS**

Section 9.1 Definitions. All capitalized terms in the Company Disclosure Letter and the Parent Disclosure Letter shall have the meanings ascribed to them herein except as otherwise defined therein.

Section 9.2 Survival. Except as otherwise provided in this Agreement, none of the representations, warranties, agreements and covenants contained in this Agreement will survive the Closing; *provided, however*, that Article I (and the provisions that substantively define any related defined terms not substantively defined in Article I), this Article IX and the agreements of the Parties in Article II and Article III, and Section 4.19 (No Additional Representations), Section 5.19, (No Additional Representations), the last sentence of Section 6.8(a) (Access to Information), Section 6.8(b) (Confidentiality), Section 6.10 (Indemnification; Directors' and Officers' Insurance) and those other covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, shall survive the Closing. The Confidentiality Agreement shall (i) survive termination of this Agreement in accordance with its terms and (ii) terminate as of the Effective Time.

Section 9.3 Notices. All notices, requests and other communications to any Party under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered in person; (b) if transmitted by facsimile (but only upon confirmation of transmission by the transmitting equipment); (c) if transmitted by electronic mail ("**e-mail**") (but only if confirmation of receipt of such e-mail is requested and received; *provided* that each notice Party shall use reasonable best efforts to confirm receipt of any such email correspondence promptly upon receipt of such request); or (d) if transmitted by national overnight courier, in each case as addressed as follows:

(a) if to Parent or Merger Sub, to:

Atmofizer Technologies Inc.  
550 Burrard Street, Bentall 5, Suite 2300

Vancouver, British Columbia, Canada, V6C 2B5

Attention: Brian Meadows  
Email: [Redacted – personal information]

with a required copy to (which copy shall not constitute notice):

Gowling WLG (Canada) LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, Ontario, Canada, M5X 1G5

Attention: Sharagim Habibi  
Email: [Redacted – personal information]

(b) if to the Company, to:

House of Doge Inc.  
2045 NW 1st Ave  
Miami, Florida, USA, 33127

Attention: Brad Morris  
Email: [Redacted – personal information]

with a required copy to (which copy shall not constitute notice):

Dorsey & Whitney LLP  
6 Wellington St W, Suite 3400  
Toronto, Ontario, Canada, M5K 1E6

Attention: Richard Raymer  
Email: [Redacted – personal information]

#### Section 9.4 Rules of Construction.

(a) Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed the same with the advice of said independent counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged between the Parties shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted it is of no application and is hereby expressly waived.

(b) The inclusion of any information in the Company Disclosure Letter or Parent Disclosure Letter shall not be deemed an admission or acknowledgment, in and of itself and solely by virtue of the inclusion of such information in the Company Disclosure Letter or

Parent Disclosure Letter, as applicable, that such information is required to be listed in the Company Disclosure Letter or Parent Disclosure Letter, as applicable, that such items are material to the Company and its Subsidiaries, taken as a whole, or Parent and its Subsidiaries, taken as a whole, as the case may be, or that such items have resulted in a Company Material Adverse Effect or a Parent Material Adverse Effect. The headings, if any, of the individual sections of each of the Parent Disclosure Letter and Company Disclosure Letter are inserted for convenience only and shall not be deemed to constitute a part thereof or a part of this Agreement. The Company Disclosure Letter and Parent Disclosure Letter are arranged in sections corresponding to the Sections of this Agreement merely for convenience, and the disclosure of an item in one section of the Company Disclosure Letter or Parent Disclosure Letter, as applicable, as an exception to a particular representation or warranty, or as an exception to Section 6.1 or Section 6.2, as applicable, shall be deemed adequately disclosed as an exception with respect to all other representations or warranties, or all other subclauses of Section 6.1 or Section 6.2, as applicable, to the extent that the relevance of such item to such other representations or warranties, or to such other subclauses of Section 6.1 or Section 6.2, as applicable, is reasonably apparent on its face, notwithstanding the presence or absence of an appropriate section of the Company Disclosure Letter or Parent Disclosure Letter with respect to such other representations or warranties or an appropriate cross reference thereto.

(c) The specification of any dollar amount in the representations and warranties or otherwise in this Agreement or in the Company Disclosure Letter or Parent Disclosure Letter is not intended and shall not be deemed to be an admission or acknowledgment of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the Parties to determine whether any obligation, item or matter (whether or not described herein or included in any schedule) is or is not material for purposes of this Agreement.

(d) All references in this Agreement to Annexes, Exhibits, Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Annexes, Exhibits, Schedules, Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of such Articles, Sections, subsections or other subdivisions, and shall be disregarded in construing the language contained therein. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words “this Section,” “this subsection” and words of similar import, refer only to the Sections or subsections hereof in which such words occur. The word “including” (in its various forms) means “including, without limitation.” Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires. Unless the context otherwise requires, all defined terms contained herein shall include the singular and plural and the conjunctive and disjunctive forms of such defined terms. Unless the context otherwise requires, all references to a specific time shall refer to Dallas, Texas time. The word “or” is not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if.” The term “dollars” and the symbol “\$” mean United States Dollars. “Made available” means that such information, document or material was: (a) filed with Canadian Securities Regulators and

publicly available on SEDAR+ at least 48 hours prior to the execution of this Agreement; or (b) made available for review by the other Party or the other Party's Representatives in-person, via email or in a virtual data room at least 48 hours prior to the execution of this Agreement. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(e) In this Agreement, except as the context may otherwise require, references to: (i) any agreement (including this Agreement), contract, statute or regulation are to the agreement, contract, statute or regulation as amended, modified, supplemented, restated or replaced from time to time (in the case of an agreement or contract, to the extent permitted by the terms thereof and, if applicable, by the terms of this Agreement); (ii) any Governmental Entity include any successor to that Governmental Entity; (iii) any applicable Law refers to such applicable Law as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under such statute) and references to any section of any applicable Law or other Law include any successor to such section; and (iv) "days" mean calendar days; when calculating the period of time within which, or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference day in calculating such period shall be excluded and if the last day of the period is a non-Business Day, the period in question shall end on the next Business Day or if any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

Section 9.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, including via facsimile or email in "portable document format" ("**.pdf**") form transmission, all of which shall be considered one and the same agreement and shall become effective when two (2) or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section 9.6 Entire Agreement; No Third Party Beneficiaries. This Agreement (together with the Confidentiality Agreement and any other documents and instruments executed pursuant hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; *provided, however*, that (a) if the Closing occurs, from and after the Effective Time, the holders of Company Common Stock, Company RSUs, Company Options, Company Warrants and Company Convertible Notes shall be third-party beneficiaries of, and shall be entitled to rely on, Article III solely with respect to the right to receive the consideration to which such holders are entitled under Article III and (b) the Indemnified Persons shall be third-party beneficiaries of, and shall be entitled to rely on, Section 6.10.

Section 9.7 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of relate to this agreement, or the negotiation, execution or performance of this agreement, shall be governed by and construed in accordance with the laws of

the Province of British Columbia and the laws of Canada effective therein, without giving effect to the principles of conflicts of law thereof.

(b) The Parties irrevocably submit to the jurisdiction of the Provincial Court of the Province of British Columbia or, if the Provincial Court of the Province of British Columbia or the British Columbia Supreme Court determines that the Provincial Court of the Province of British Columbia does not have or should not exercise subject matter jurisdiction over such matter, the British Columbia Supreme Court and the British Columbia Court of Appeal located in the Province of British Columbia and the Supreme Court of Canada solely in connection with any dispute that arises in respect of the interpretation and enforcement of the provisions of this Agreement and the documents referred to in this Agreement or in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for interpretation or enforcement hereof or any such document that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action, suit or proceeding shall be heard and determined exclusively by such courts. The Parties hereby consent to and grant any such court jurisdiction over the Person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with such action, suit or proceeding in the manner provided in Section 9.3 of this Agreement or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS Section 9.7.

Section 9.8 Severability. Each Party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be 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 other term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually

acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible. Except as otherwise contemplated by this Agreement, in response to an order from a court or other competent authority for any Party to take any action inconsistent herewith or not to take an action consistent herewith or required hereby, to the extent that a Party took an action inconsistent with this Agreement or failed to take action consistent with this Agreement or required by this Agreement pursuant to such order, such Party shall not incur any liability or obligation unless such Party did not in good faith seek to resist or object to the imposition or entering of such order.

Section 9.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties (whether by operation of Law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment in violation of this Section 9.9 shall be void.

Section 9.10 Affiliate Liability. Each of the following is herein referred to as a “Company Affiliate”: (a) any direct or indirect holder of equity interests or securities in the Company (whether limited or general partners, members, stockholders or otherwise), and any Affiliate thereof, and (b) any director, officer, employee, Representative or agent of (i) the Company, or (ii) any Person who controls the Company. Except as provided in a binding agreement between any Company Affiliate and Parent or Merger Sub, no Company Affiliate shall have any liability or obligation to Parent and Merger Sub of any nature whatsoever in connection with or under this Agreement or the Transactions contemplated hereby or thereby, and Parent and Merger Sub hereby waive and release all claims of any such liability and obligation. Each of the following is herein referred to as a “**Parent Affiliate**”: (x) any direct or indirect holder of equity interests or securities in Parent (whether stockholders or otherwise) and any Affiliate thereof, and (y) any director, officer, employee, Representative or agent of (i) Parent or (ii) any Person who controls Parent. No Parent Affiliate shall have any liability or obligation to the Company of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby or thereby, and the Company hereby waive and release all claims of any such liability and obligation.

Section 9.11 Specific Performance. The Parties agree that irreparable damage, for which monetary damages would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the Parties. Prior to the termination of this Agreement pursuant to Section 8.1, it is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in each case in accordance with this Section 9.11, this being in addition to any other remedy to which they are entitled under the terms of this Agreement at law or in equity. Each Party accordingly agrees (a) the non-breaching Party will be entitled to injunctive and other equitable relief, without proof of actual damages; and (b) the alleged breaching Party will not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement and will not plead in defense thereto that there

are adequate remedies at Law, all in accordance with the terms of this Section 9.11. Each Party further agrees that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.11, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. If prior to the End Date, any Party brings a valid action to enforce specifically the performance of the terms and provisions hereof by any other Party in accordance with the terms hereof, the End Date shall automatically be extended by such other time period established by the court presiding over such action. For greater certainty, the Parent may simultaneously pursue both the payment of the Transaction Expenses (or monetary damages for fraud or the Company's Willful and Material Breach) and a grant of specific performance to consummate the Closing.

Section 9.12 Amendment. This Agreement may be amended by the Parties, by action taken or authorized by their respective boards of directors at any time before or after adoption of this Agreement by the stockholders of the Company, but, after any such adoption, no amendment shall be made which by Law would require the further approval by such stockholders without first obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

Section 9.13 Extension; Waiver. At any time prior to the Effective Time, the Company and Parent may, by action taken or authorized by their respective boards of directors, to the extent legally allowed:

- (a) extend the time for the performance of any of the obligations or acts of the other Party hereunder;
- (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto; or
- (c) waive compliance with any of the agreements or conditions of the other Party contained herein.

Notwithstanding the foregoing, no failure or delay by the Company or Parent in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. No agreement on the part of a Party to any such extension or waiver shall be valid unless set forth in an instrument in writing signed on behalf of such Party.

Section 9.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated by this Agreement may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise) or to a separate agreement entered into in connection with this Agreement, no past, present or future director, manager, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney, advisor, consultant or Representative or Affiliate of any

of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of Parent, Company or Merger Sub under this Agreement (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated by this Agreement.

*[Signature Page Follows]*



IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by its respective officer thereunto duly authorized, all as of the date first written above.

PARENT:

**ATMOFIZER TECHNOLOGIES INC.**

By: (Signed) "Olivier Centner"

Name: Olivier Centner

Title: CEO

MERGER SUB:

**DOGE MERGER SUB INC.**

By: (Signed) "Olivier Centner"

Name: Olivier Centner

Title: CEO

COMPANY:

**HOUSE OF DOGE INC.**

By: (Signed) "Brad Morris"

Name: Brad Morris

Title: President & CEO