

**[Portions of this agreement have been redacted for confidentiality purposes.]**

**PURCHASE AGREEMENT**

**BETWEEN**

**SCRYB INC.**

**– and –**

**[REDACTED]**

**– and –**

**FIONET RAPID RESPONSE GROUP INC.**

**DECEMBER 6, 2024**

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## PURCHASE AGREEMENT

THIS AGREEMENT is dated as of December 6, 2024

### BETWEEN:

**SCRYB INC.**, a corporation incorporated under the laws of the Province of Ontario and formerly known as Relay Medical Corp.

(the “**Seller**”)

- and -

**[REDACTED]** a corporation incorporated under the federal laws of Canada

(the “**Buyer**”)

- and -

**FIONET RAPID RESPONSE GROUP INC.**, a corporation incorporated under the federal laws of Canada

(“**FRR**”)

### CONTEXT:

- A. The Seller carries on the business of commercializing technologies in the international medical device space.
- B. The Buyer has expertise in the development and national implementation of health information technology infrastructure for community healthcare.
- C. The Seller is party to a software license agreement (the “**Software License Agreement**”) dated on or about May 27, 2019 between the Seller and **[REDACTED]**, a corporation incorporated under the federal laws of Canada (“**[REDACTED]**”), pursuant to which **[REDACTED]** licensed to the Seller the **[REDACTED]** Software (as defined in the Software License Agreement).
- D. The Seller and **[REDACTED]** entered into a joint venture pursuant to the provisions of a binding term sheet (the “**JV Agreement**”) dated on or about August 18, 2020, which, among other things, involved the incorporation of FRR for the purpose of the development, refinement, exploitation and sale of various products (the “**JV Products**”) and any associated services for use in association with decentralized digital mobile primary care management, which includes decentralized testing, triage, tracking, management, and utilization of data therefrom, including of healthcare status, diseases, or disease preventative measures.
- E. The Seller owns 33% of the issued and outstanding share capital of FRR.
- F. The Seller has advanced funds to FRR between August 18, 2020 and the date hereof, and the total amount outstanding as of the date of this Agreement is \$**[REDACTED]** (the “**Scryb Loan**”).

- G. [REDACTED], [REDACTED] and the Buyer, collectively, have advanced funds to FRR between August 18, 2020 and the date hereof, and the total amount outstanding as of the date of this Agreement is \$[REDACTED] (the “**Buyer Loan**”).
- H. The Seller wishes to sell, and the Buyer wishes to purchase, all of the Seller’s assets that are used in connection with the Business, including the Seller’s interest in the Software License Agreement, the Seller’s interest in the JV Agreement, and the Purchased Shares.

**THEREFORE**, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, the following terms have the following meanings:

- 1.1.1 “**Agreement**” means this purchase agreement, including all Schedules and Exhibits, as it may be confirmed, amended, supplemented or restated by written agreement between the Parties.
- 1.1.2 “**Amounts Receivable**” is defined in Section 2.1.1
- 1.1.3 “**Assumed Liabilities**” is defined in Section 2.2.
- 1.1.4 “**Books and Records**” is defined in Section 2.1.1.
- 1.1.5 “**Business**” means the business carried on by FRR, being the business of the development, refinement, exploitation and sale of the JV Products and any associated services for use in association with decentralized digital mobile primary care management, which includes decentralized testing, triage, tracking, management, and utilization of data therefrom, including of healthcare status, diseases, or disease preventative measures.
- 1.1.6 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- 1.1.7 “**Buyer**” is defined in the recital of the Parties above.
- 1.1.8 “**Buyer Indemnified Parties**” means the Buyer, FRR and their respective directors and officers, and the respective Successors of each of them.
- 1.1.9 “**Buyer Loan**” is defined in the “Context” above.
- 1.1.10 “**Buyer Promissory Notes**” means the secured promissory notes issued by FRR to each of the Buyer, [REDACTED] and [REDACTED] to evidence the Buyer Loan.
- 1.1.11 “**Buyer Security Agreements**” means the general security agreement granted by FRR in favour of each of the Buyer, [REDACTED] and [REDACTED] to secure the obligations under the Buyer Promissory Notes.

- 1.1.12 “**Claim**” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.
- 1.1.13 “**Closing**” means the completion of the sale to, and purchase by, the Buyer of the Purchased Assets under this Agreement.
- 1.1.14 “**Closing Date**” means the date hereof.
- 1.1.15 “**Closing Time**” means 10:00 a.m. Toronto time on the Closing Date or any other time on the Closing Date as may be agreed by the Parties.
- 1.1.16 “**Communication**” means any notice, demand, request, consent, approval or other communication that is required or permitted by this Agreement to be given or made by a Party.
- 1.1.17 “**Contract**” means any agreement, understanding, undertaking, commitment, licence or lease, whether written or oral.
- 1.1.18 “**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, restriction, option, adverse claim or other encumbrance of any kind.
- 1.1.19 “**ETA**” means Part IX of the *Excise Tax Act* (Canada).
- 1.1.20 “**Field of the Business**” means anything directly or indirectly related to or arising from the Business, including its formation, operations, and administration.
- 1.1.21 “[REDACTED]” is defined in the “Context” above.
- 1.1.22 “**Fionet Technology Post-JV Re-Organization**” means any Intellectual Property developed by the Seller or FRR following October 31, 2021 by employees or contractors of the Seller or FRR for use in the Business, including the Intellectual Property listed in Schedule 1.1.22.
- 1.1.23 “**Fionet Technology Pre-JV Re-Organization**” means any Intellectual Property developed by the Seller or FRR between August 18, 2020 to October 31, 2021 by employees or contractors of the Seller or FRR for use in the Business, including the Intellectual Property listed in Schedule 1.1.23.
- 1.1.24 “[REDACTED] **General Security Agreement**” is defined in Section 3.4.1.
- 1.1.25 “[REDACTED] **Promissory Note**” is defined in Section 3.2.1.
- 1.1.26 “**FRR**” is defined in the recital of the Parties above.
- 1.1.27 “**FRR General Security Agreement**” means the general security agreement granted by FRR in favour of the Seller to secure the obligations under the FRR Promissory Note.
- 1.1.28 “**FRR Promissory Note**” means the secured promissory note issued by FRR in favour of the Seller to evidence the Scryb Loan.

- 1.1.29 **“Fundamental Representations and Warranties”** means the representations and warranties of the Seller contained in Sections 4.1, 4.2, 4.3, 4.5, 4.6, 4.9, 4.10, 4.11, 4.12 and 4.13.
- 1.1.30 **“Governmental Authority”** means:
- 1.1.30.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- 1.1.30.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.31 **“GST/HST”** means the goods and services tax and the harmonized sales tax imposed under the ETA.
- 1.1.32 **“JV Agreement”** is defined in the “Context” above.
- 1.1.33 **“JV Products”** is defined in the “Context” above.
- 1.1.34 **“Indemnified Party”** means a Buyer Indemnified Party or a Seller Indemnified Party.
- 1.1.35 **“Indemnifying Party”** means the Party providing indemnification under any provision of Article 8.
- 1.1.36 **“Indemnity Claim”** is defined in Section 8.6.
- 1.1.37 **“Indemnity Notice”** is defined in Section 8.6.
- 1.1.38 **“ITA”** means the *Income Tax Act* (Canada).
- 1.1.39 **“Knowledge of the Seller”** means the knowledge that the president or the chief financial officer of the Seller either has, or would have obtained, after having made or caused to be made all reasonable inquiries necessary to obtain informed knowledge, including inquiries of the records of the Seller, FRR and of employees of the Seller or FRR who are reasonably likely to have knowledge of the relevant matter.
- 1.1.40 **“Law”** or **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority.
- 1.1.41 **“Loss”** means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including:



- 1.1.41.1 the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise;
  - 1.1.41.2 all interest, fines and penalties; and
  - 1.1.41.3 all professional fees and disbursements on a 100%, complete indemnity basis, and including loss of value and the monetary value of lost opportunity.
- 1.1.42 “**Net Revenue**” means the gross revenue collected by FRR, less a 30% sales commission to a third party agent, and less any withholding taxes required by applicable Law owed by FRR in respect of such revenue.
- 1.1.43 “**Parties**” means the Seller, the Buyer and FRR, collectively, and “**Party**” means any one of them.
- 1.1.44 “**Permits**” is defined in Section 2.1.3.
- 1.1.45 “**Permitted Encumbrances**” means:
- 1.1.45.1 unregistered liens for municipal Taxes, assessments or similar charges incurred by the Seller or FRR in the ordinary course of the Business that are not yet due and payable.
- 1.1.46 “**Person**” will be broadly interpreted and includes:
- 1.1.46.1 a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
  - 1.1.46.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
  - 1.1.46.3 a Governmental Authority.
- 1.1.47 “**Purchase Price**” is defined in Section 3.1.1.
- 1.1.48 “**Purchased Assets**” is defined in Section Article 2.
- 1.1.49 “**Purchased Contracts**” is defined in Section 2.1.4.
- 1.1.50 “**Purchased Shares**” means the 33 Class B shares in the capital of FRR.
- 1.1.51 “**QST**” means the Québec sales tax imposed under the QSTA.
- 1.1.52 “**QSTA**” means *An Act respecting the Québec sales tax* (Québec).
- 1.1.53 “**Royalty**” means an amount equal to 3% of the Net Revenue collected by FRR for the period commencing on the Closing Date and ending on December 31, 2025.

- 1.1.54 “**Scryb Loan**” is defined in the “Context” above.
- 1.1.55 “**Scryb Technology**” means the Intellectual Property owned by the Seller which was developed by the Seller prior to August 18, 2020 and which is used by FRR in the Business, including the Intellectual Property listed in Schedule 1.1.55 and related source code for any software that forms part of the Scryb Technology.
- 1.1.56 “**Seller**” is defined in the recital of the Parties above.
- 1.1.57 “**Seller Indemnified Parties**” means the Seller and its directors and officers, and the respective Successors of each of them.
- 1.1.58 “**Software License Agreement**” is defined in the “Context” above.
- 1.1.59 “**Successors**” means, as applicable, the heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns of a Person.
- 1.1.60 “**Tax**” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind imposed by any Governmental Authority, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof.
- 1.1.61 “**Tax Law**” means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes.
- 1.1.62 “**Transfer Taxes**” means all Taxes levied on or measured by, or referred to as, GST/HST, QST, value-added, sales, provincial sales, consumption, use, transfer, land transfer, registration charges, gross receipt, turnover, excise or stamp taxes.
- 1.2 **Certain Rules of Interpretation**
- 1.2.1 **Gender, etc.** In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
- 1.2.2 **Including.** Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 1.2.3 **Division and Headings.** The division of this Agreement into Articles and Sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.4 **Articles, Sections, etc.** References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless otherwise specified.
- 1.2.5 **Statutory Instruments.** Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

### 1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the Laws of the Province of Ontario and the Laws of Canada applicable in that Province.

### 1.4 Entire Agreement

This Agreement, together with the [REDACTED] Promissory Note, the [REDACTED] General Security Agreement, the FRR Promissory Note and the FRR General Security Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement or, if applicable, in the [REDACTED] Promissory Note, the [REDACTED] General Security Agreement, the FRR Promissory Note and the FRR General Security Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or, if applicable, in the [REDACTED] Promissory Note, the [REDACTED] General Security Agreement, the FRR Promissory Note and the FRR General Security Agreement.

### 1.5 Schedules and Exhibits

The Schedules and Exhibits form an integral part of this Agreement. The following is a list of the Schedules and Exhibits:

<b>Schedule</b>	<b>Subject Matter</b>
1.1.22	Fionet Technology Post-JV Re-Organization
1.1.23	Fionet Technology Pre-JV Re-Organization
1.1.55	Scryb Technology

## **ARTICLE 2 PURCHASE AND SALE**

### 2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing the Seller will sell and the Buyer will purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Seller's rights, assets, privileges, benefits and property, of any kind and wherever situated, that exclusively relate to, or are exclusively used or exclusively held for use in, the Business, as they exist at the Closing, including the following (the "**Purchased Assets**"):

- 2.1.1 **Amounts Receivable:** all amounts due and payable by FRR and [REDACTED] to the Seller, other than amounts payable pursuant to the FRR Promissory Note (the "**Amounts Receivable**") and the full benefit of all security for the Amounts Receivable;

- 2.1.2 **Books and Records:** all books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, filings, Tax returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained in connection with the Business (the “**Books and Records**”);
- 2.1.3 **Permits:** all authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the Intellectual Property) issued or granted by any Governmental Authority to the Seller in connection with the Business (the “**Permits**”);
- 2.1.4 **Purchased Contracts:** the JV Agreement and the Software License Agreement (collectively, the “**Purchased Contracts**”);
- 2.1.5 **Purchased IP:** all of the Seller’s right, title and interest (if any) in the Fionet Technology Pre-JV Re-Organization and the Fionet Technology Post-JV Re-Organization, including the source code for any software contained therein; and
- 2.1.6 **Purchased Shares:** the Purchased Shares.

## 2.2 Assumed Liabilities

Effective at the Closing, the Buyer will pay when due, assume, perform and discharge the liabilities and obligations under the Purchased Contracts arising after the Closing, but only to the extent those liabilities or obligations do not arise from or relate to any breach or default by the Seller under any Purchased Contracts or from events that occurred prior to the Closing (the “**Assumed Liabilities**”).

## 2.3 Excluded Liabilities

For greater certainty, other than the specific liabilities set out in Section 2.2, the Buyer is not assuming any other liabilities or obligations of the Seller, all of which remain liabilities and obligations of the Seller.

# ARTICLE 3 PURCHASE PRICE

## 3.1 Purchase Price

3.1.1 The aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets (inclusive of all Transfer Taxes) (the “**Purchase Price**”) will be:

3.1.2 \$[REDACTED]; plus

3.1.3 the amount of the Royalty.

## 3.2 Payment of Purchase Price

The Buyer will pay and satisfy the Purchase Price as follows:

3.2.1 execute and deliver to the Seller a promissory note in the principal amount of \$[REDACTED] (the “[REDACTED] Promissory Note”); and

3.2.2 pay the Royalty as follows:

3.2.2.1 for Net Revenue accrued from the Closing Date to December 31, 2024, the Royalty shall be calculated and paid by no later than January 31, 2025;

3.2.2.2 for Net Revenue accrued from January 1, 2025 to June 30, 2025, the Royalty shall be calculated and paid by no later than July 31, 2025; and

3.2.2.3 for Net Revenue accrued from July 1, 2025 to December 31, 2025, the Royalty shall be calculated and paid by no later than January 31, 2026; and

### 3.3 **Interest**

3.3.1 Interest on late payment of the First Deferred Payment (as defined in the **[REDACTED]** Promissory Note) shall accrue at a rate of 5% per month, compounding monthly, until fully paid, or such lesser amount of interest required to comply with applicable law.

3.3.2 Interest on late payment of any of the Other Deferred Payments (as defined in the **[REDACTED]** Promissory Note) or the Royalty shall accrue at a rate of 2% per month, compounded monthly, until fully paid, or such lesser amount of interest required to comply with applicable law.

### 3.4 **Security**

3.4.1 The payments and accrued interest due and payable under the **[REDACTED]** Promissory Note and the Royalty (and any interest accrued on the Royalty payments) will be secured by the execution and delivery at the Closing Time of a general security agreement in the assets of the Buyer (the "**[REDACTED]** General Security Agreement").

### 3.5 **Transfer Taxes**

3.5.1 The Purchase Price is inclusive of all Transfer Taxes and the Seller will pay all Taxes, if applicable, including all Transfer Taxes, properly payable in connection with the sale and transfer of the Purchased Assets.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon these representations and warranties in connection with the purchase of the Purchased Assets, despite any investigation made by or on behalf of the Buyer:

### 4.1 **Corporate Existence of Seller**

The Seller is a corporation duly incorporated and validly existing under the laws of the Province of Ontario.

#### 4.2 **Capacity and Authority**

The Seller has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Seller.

#### 4.3 **Binding Obligation**

This Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally, and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

#### 4.4 **Absence of Conflict**

None of the execution and delivery of this Agreement by the Seller, the performance of the Seller's obligations under this Agreement, or the completion by the Seller of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):

- 4.4.1 result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws or any resolutions of the directors or shareholders of the Seller;
- 4.4.2 result in or constitute a breach of any term or provision of, or constitute a default under, or constitute an event that would permit any third party to amend, terminate, sue for damages with respect to or accelerate the obligations of the Seller under, any Contract to which the Seller is a party or under which any of the Seller's assets or property may be affected, or under which the Seller has or may acquire any right or interest;
- 4.4.3 result in the creation or imposition of any Encumbrance on the Purchased Assets other than the security granted pursuant to the terms of the **[REDACTED]** Promissory Note, the **[REDACTED]** General Security Agreement, the FRR Promissory Note, the FRR General Security Agreement, the Buyer Promissory Notes and the Buyer General Security Agreements;
- 4.4.4 contravene any applicable Law; or
- 4.4.5 contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

#### 4.5 **No Other Agreements to Purchase**

No Person other than the Buyer has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive, contractual or otherwise) capable of becoming an agreement or option for the purchase or acquisition from the Seller of any of the Purchased Assets.

#### 4.6 **Title to Purchased Assets**

The Seller owns, possesses and has good and marketable title to all of the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances. The Seller has the absolute and exclusive right to sell the Purchased Assets to the Buyer as contemplated by this Agreement.

#### 4.7 **Residence of Seller**

The Seller is not a non-resident of Canada for purposes of the ITA.

#### 4.8 **Regulatory Approvals**

No authorization, approval, order or consent of, or filing with, any Governmental Authority is required on the part of the Seller in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

#### 4.9 **Corporate Existence of FRR**

FRR has been duly incorporated and organized, and is validly existing and in good standing as a corporation under the *Canada Business Corporations Act*. No proceedings have been taken or authorized by FRR in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of FRR.

#### 4.10 **Capacity and Authority of FRR**

FRR has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of FRR.

#### 4.11 **Binding Obligation of FRR**

This Agreement has been duly executed and delivered by FRR and constitutes a valid and binding obligation of FRR, enforceable against FRR in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally, and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

#### 4.12 **Authorized and Issued Capital of FRR**

The authorized capital of FRR consists of an unlimited number of Class A Common shares and an unlimited number of Class B Common shares, of which 67 Class A shares and 33 Class B shares are issued and outstanding as fully paid shares.

#### 4.13 **No Purchase Rights**

4.13.1 To the knowledge of the Seller, no Person has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive, contractual or otherwise) capable of becoming

an agreement or option, including securities, warrants or convertible obligations of any kind, for:

4.13.1.1 the purchase of any securities of FRR; or

4.13.1.2 the purchase of any of the assets of FRR, other than in the ordinary course of the Business.

#### 4.14 **Purchased Contracts**

4.14.1 The Seller is not in default or breach of any Purchased Contract, and there exists no state of facts that, after notice or lapse of time or both, would constitute a default or breach under any Purchased Contract. To the knowledge of the Seller, no counterparty to any Purchased Contract is in default of any of its obligations under any Purchased Contract, the Seller is entitled to all benefits under each Purchased Contract, and the Seller has not received any notice of termination of any Purchased Contract.

4.14.2 The Purchased Contracts are the only Contracts of the Seller relating to the Business and FRR.

#### 4.15 **Third Party Consents**

No consent, approval or waiver of a party under any Purchased Contract is required to be obtained in order to complete the transactions contemplated by this Agreement, other than those that have been obtained.

#### 4.16 **Tax Matters**

**[REDACTED]**. To the Knowledge of the Seller, there are no assessments, reassessments, actions, suits or proceedings in progress, pending or threatened, against FRR, and no waivers have been granted by FRR, in connection with any Taxes, interest or penalties.

#### 4.17 **GST/HST Registration**

The Seller is registered for purposes of the GST/HST levied under the ETA and its registration number is 124525510 RT0001. FRR is registered for purposes of the GST/HST levied under the ETA and its registration number is 792299869 RT0001.

#### 4.18 **Intellectual Property**

The Scryb Technology is owned by the Seller and is free and clear of any Encumbrances, and there are no restrictions on the Seller licensing the Scryb Technology to the Buyer and FRR as contemplated by this Agreement.



#### 4.19 **Compliance with Laws**

To the extent that the Seller was involved in the Business, it conducted the Business in accordance with applicable Laws unless otherwise set out in this Agreement. The Seller has not received written notice of any violation by FRR of any Laws.

#### 4.20 **Disclosure**

No representation or warranty or other statement made by the Seller in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make those statements, in light of the circumstances in which they were made, not misleading.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon these representations and warranties in connection with the sale of the Purchased Assets, despite any investigation made by or on behalf of the Seller:

#### 5.1 **Corporate Existence of Buyer**

The Buyer is a corporation duly incorporated and validly existing under the federal laws of Canada.

#### 5.2 **Capacity and Authority**

The Buyer has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Buyer.

#### 5.3 **Binding Obligation**

This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally, and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

#### 5.4 **Absence of Conflict**

None of the execution and delivery of this Agreement by the Buyer, the performance of the Buyer's obligations under this Agreement, or the completion by the Buyer of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):

5.4.1 result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws or any resolutions of the directors or shareholders of the Buyer;

5.4.2 result in or constitute a breach of any term or provision of, or constitute a default under, or constitute an event that would permit any third party to amend, terminate, sue for damages

with respect to or accelerate the obligations of the Buyer under, any Contract to which the Buyer is a party or under which any of the Buyer's assets or property may be affected, or under which the Buyer has or may acquire any right or interest;

5.4.3 contravene any applicable Law; or

5.4.4 contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

#### 5.5 **Investment Canada Act**

The Buyer is a Canadian within the meaning of the *Investment Canada Act* (Canada).

#### 5.6 **Regulatory Approvals**

No authorization, approval, order or consent of, or filing with, any Governmental Authority is required on the part of the Buyer in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

#### 5.7 **Disclosure**

No representation or warranty or other statement made by the Buyer in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make those statements, in light of the circumstances in which they were made, not misleading.

### **ARTICLE 6 COVENANTS AND ACKNOWLEDGEMENTS**

#### 6.1 **Employment**

The Seller acknowledges and agrees that FRR is expressly permitted to enter into agreements with any employee or consultant of the Seller that was previously providing services to FRR on behalf of the Seller. The Seller agrees that the FRR employees and consultants may remain employees or consultants of FRR, as the case may be, and in addition, FRR is authorized to enter into agreements directly with any employee or consultant that was previously an employee or consultant of the Seller. The Seller agrees that such employees and consultants shall not be prohibited, penalized or otherwise prevented from continuing to provide services to both the Seller and FRR. For greater certainty, the Seller is not liable for any payments or liabilities owing to any employees or consultants of FRR (unless such consultants were retained directly by the Seller).

#### 6.2 **Scryb Technology License**

The Seller hereby grants to each of the Buyer and FRR a world-wide, non-exclusive, royalty-free, fully paid up, perpetual and transferable license (through multiple tiers) to make, construct, use, sell, and sell to others to be used, the Scryb Technology, and to grant a right to the Buyer and FRR's customers to use the Scryb Technology incorporated into the products of the Buyer, FRR and their Affiliates and services provided by the Buyer, FRR and their Affiliates.

### 6.3 **Fionet Technology Pre-JV Reorganization License**

- 6.3.1 Subject to Section 6.3.2 and Section 6.3.3, FRR hereby grants to the Seller a world-wide, non-exclusive, royalty-free, non-sublicensable and non-transferable license to use the Fionet Technology Pre-JV Reorganization outside the Field of the Business, and such Fionet Technology Pre-JV Reorganization shall not be incorporated into any products or services that compete with (a) the Business; and (b) the products and services provided by the Buyer, FRR or their Affiliates.
- 6.3.2 The license granted to Seller pursuant to Section 6.3.1, may only be sublicensed upon the prior written approval of FRR, at FRR's sole discretion acting reasonably.
- 6.3.3 For clarity, the license granted to Seller pursuant to Section 6.3.1 does not include a license to Fionet Technology Post-JV Re-organization, and Seller herein represents, warrants and covenants that it has sold, assigned and transferred and shall sell, assign an transfer, any rights it may have or had in such Fionet Technology Post-JV Re-organisation to the FRR and that those working under or for them has and will do the same.
- 6.3.4 The license granted pursuant to this Section 6.3, and any FRR approved sublicenses shall terminate upon a sale of all of substantially all of the Seller's assets or any transaction whereby any Person acquires more than 50% of the issued and outstanding shares of the Seller or any transaction where any Person acquires the ability to control or appoint a majority of the board of directors of the Seller.
- 6.3.5 Furthermore, the license granted pursuant to this Section 6.3 and any FRR approved sublicenses shall terminate upon a sale of all of substantially all of the Buyer or FRR's assets or any transaction whereby any Person acquires more than 50% of the issued and outstanding shares of the Buyer or FRR or any transaction where any Person acquires the ability to control or appoint a majority of the board of directors of the Buyer or FRR.

### 6.4 **Security and Payments**

- 6.4.1 The Buyer hereby guarantees the payment obligations of FRR under the FRR Promissory Note to the Seller.
- 6.4.2 The Seller acknowledges and agrees that once the aggregate amount owing under the **[REDACTED]** Promissory Note and the FRR Promissory Note is under \$800,000, the security granted to the Seller under the **[REDACTED]** General Security Agreement and the FRR General Security Agreement will be discharged.
- 6.4.3 The Seller hereby agrees to subordinate its security interest against the Buyer and FRR in respect of any arms length debt financing of the Buyer or FRR for an initial amount of \$1,000,000, and then subsequently for any further debt financing whereby 25% of the proceeds of the financing are paid to the Seller.
- 6.4.4 The Seller acknowledges and agrees that as long as the payments under the **[REDACTED]** Promissory Note and the FRR Promissory Note are current, FRR may make any payments due and payable by FRR to the Buyer.

**6.5 No Transfer of Business**

6.5.1 While any of the deferred payments or Royalties remain outstanding, the Buyer covenants that the Business shall be owned and operated exclusively by FRR and the Buyer, which shall include, without limitation, all contracts for future opportunities and collection of all revenues and funding from other parties relating to the Business.

**6.6 Acknowledgement**

6.6.1 The Seller and Buyer each acknowledge that both FRR and **[REDACTED]** have obligations under the Buyer Promissory Notes, which are secured by the Buyer Security Agreements and such obligations will be subordinate in all respects to the FRR Promissory Note, the FRR General Security Agreement, the **[REDACTED]** Promissory Note and the **[REDACTED]** General Security Agreement.

**ARTICLE 7  
CLOSING ARRANGEMENTS**

**7.1 Closing**

The Closing will take place at the Closing Time. All required documents may be delivered by electronic transmission, except that the **[REDACTED]** Promissory Notes must be signed and delivered in original form, and the share certificates representing the Purchased Shares must be delivered in original form.

**7.2 Closing Deliveries**

At the Closing Time:

7.2.1 the Buyer will make the payments and deliveries set out in Section 3.2 (*Payment of Purchase Price*);

7.2.2 the Seller will deliver or cause to be delivered to the Buyer the following:

7.2.2.1 the Purchased Assets;

7.2.2.2 original share certificates representing the Purchased Shares, duly endorsed by an effective endorsement for transfer to the Buyer;

7.2.2.3 a certificate of a senior officer of the Seller attaching the constating documents of the Seller and copies of resolutions of the directors of the Seller authorizing the transactions set out in this Agreement and the transfer of the Purchased Shares to the Buyer;

7.2.2.4 a general conveyance substantially in the form attached as Exhibit 7.2.2.4;

7.2.2.5 all deeds, conveyances, assurances, transfers, assignments and other instruments necessary or reasonably required to transfer to the Buyer good title to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances;

- 7.2.2.6 all Books and Records;
  - 7.2.2.7 all other documentation and evidence reasonably requested by the Buyer to establish the due authorization and completion by the Seller of the transactions contemplated by this Agreement; and
  - 7.2.2.8 a resignation of Yoav Raiter in his role as a director and officer of FRR; and
- 7.2.3 the Buyer will deliver or cause to be delivered to the Seller the following:
- 7.2.3.1 the **[REDACTED]** General Security Agreement executed by the Buyer;
  - 7.2.3.2 the FRR General Security Agreement executed by FRR;
  - 7.2.3.3 an executed share transfer form accompanied by the share certificates of FRR owned by the Buyer to perfect the share pledge under the **[REDACTED]** General Security Agreement;
  - 7.2.3.4 the **[REDACTED]** Promissory Note executed by the Buyer;
  - 7.2.3.5 the FRR Promissory Note executed by FRR;
  - 7.2.3.6 a release and indemnity signed by the Buyer and FRR in favour of Yoav Raiter;
  - 7.2.3.7 all documentation and other evidence reasonably requested by the Seller to establish the due authorization and completion by the Buyer of the transactions contemplated by this Agreement, including the taking of all corporate proceedings by the directors of the Buyer required to effectively carry out the obligations of the Buyer under this Agreement.

## **ARTICLE 8 INDEMNIFICATION AND SURVIVAL**

### **8.1 Indemnification by the Seller**

Subject to the other provisions of this Article 8, the Seller will indemnify and hold harmless each Buyer Indemnified Party from and against any Loss that a Buyer Indemnified Party may suffer as a result of, relating to or arising from:

- 8.1.1 any breach of any representation or warranty made by the Seller in this Agreement;
- 8.1.2 any non-performance of any covenant or agreement of the Seller contained in this Agreement;
- 8.1.3 any GST/HST payable by FRR relating to a period prior to the Closing Day, including any penalties or interest arising from the late payment of any GST/HST payable by FRR relating to a period prior to the Closing Date; and
- 8.1.4 any penalties or interest arising from **[REDACTED]** for all fiscal periods prior to the date hereof.

## 8.2 Indemnification by the Buyer

Subject to the other provisions of this Article 8, the Buyer will indemnify and hold harmless each Seller Indemnified Party from and against any Loss that a Seller Indemnified Party may suffer as a result of, relating to or arising from:

- 8.2.1 any breach of any representation or warranty made by the Buyer in this Agreement;
- 8.2.2 any non-performance of any covenant or agreement of the Buyer contained in this Agreement; and
- 8.2.3 any Assumed Liabilities.

## 8.3 Survival Periods and Limitations for Claims by Buyer Indemnified Parties

- 8.3.1 The covenants, representations and warranties made by the Seller in this Agreement will survive the Closing and completion of the transactions contemplated by this Agreement, and will continue in full force and effect.
- 8.3.2 Subject to Section 8.3.3, a Buyer Indemnified Party may make an Indemnity Claim relating to the following matters only if an Indemnity Notice of that Indemnity Claim is delivered to the Seller within the following periods or before the following deadlines:
  - 8.3.2.1 if the Indemnity Claim relates to any breach of any representation or warranty made by the Seller in this Agreement, other than a breach specified in the remainder of this Section 8.3.2, within 24 months after the Closing Date;
  - 8.3.2.2 subject to Section 8.3.2.3 if the Indemnity Claim relates to any breach of the Fundamental Representations and Warranties, at any time following the Closing Date;
  - 8.3.2.3 if the Indemnity Claim relates to any breach of the representations and warranties made in Section 4.7 (*Resident of the Seller*) or Section 4.16 (*Tax Matters*), on or before the date that is 90 days after the last day upon which any relevant Governmental Authority is entitled to assess or reassess the Buyer for any Tax in respect of those representations and warranties; and
  - 8.3.2.4 an Indemnity Claim under Sections 8.1.2 to 8.1.4, at any time following the Closing Date.
- 8.3.3 The notice periods set out in Section 8.3.2 will not apply to an Indemnity Claim based on fraud by the Seller relating to this Agreement.
- 8.3.4 The Seller's total cumulative liability for any Losses under Section 8.1.1 of this Agreement shall not, under any circumstances, exceed the Purchase Price.
- 8.3.5 The Seller's total cumulative liability for any Losses under Section 8.1.3 shall not, under any circumstances, exceed 50% of the aggregate of the GST/HST payable by FRR for the period prior to the Closing Date and any penalties or interest charged by the *Canada Revenue Agency* arising from the GST/HST payable by FRR prior to the Closing Date.

8.3.6 The Seller's total cumulative liability for any Losses under Section 8.1.4 shall not, under any circumstances, exceed 50% of the aggregate of all penalties and interest arising from **[REDACTED]** for all fiscal period prior to the Closing Date.

8.3.7 No Indemnity Claim relating to a breach of Section 4.19 (excluding any breach of Tax laws) shall be made by a Buyer Indemnified Party for any Loss that is less than \$250,000.

8.3.8 No Indemnity Claim relating to a breach of Section 4.19 (excluding any breach of Tax laws) shall be made by a Buyer Indemnified Party unless the Loss arose from the fraud or wilful misconduct of the Seller.

#### 8.4 **Survival Periods and Limitations for Claims by Seller Indemnified Parties**

8.4.1 The covenants, representations and warranties made by the Buyer in this Agreement will survive the Closing and completion of the transactions contemplated by this Agreement, and will continue in full force and effect.

8.4.2 Subject to Section 8.4.3, a Seller Indemnified Party may make an Indemnity Claim relating to the following matters only if an Indemnity Notice of that Indemnity Claim is delivered to the Buyer within the following periods or before the following deadlines:

8.4.2.1 if the Indemnity Claim relates to any breach of any representation or warranty made by the Buyer in this Agreement, other than a breach specified in the remainder of this Section 8.4.2, within 24 months after the Closing Date;

8.4.2.2 an Indemnity Claim under Sections 8.2.2 to 8.2.3, at any time following the Closing Date.

8.4.3 The notice period set out in Section 8.4.2 will not apply to an Indemnity Claim based on fraud by the Buyer relating to this Agreement.

8.4.4 The Buyer's total cumulative liability for any Losses under Section 8.2.1 of this Agreement shall not, under any circumstances, exceed the Purchase Price.

#### 8.5 **Rules Relating to Indemnification Obligations**

The following will apply to the indemnification obligations under this Article 8.

8.5.1 **No Double Recovery.** No Indemnified Party is entitled to double recovery for any Indemnity Claim even though the Indemnity Claim may have resulted from the breach or inaccuracy of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party under this Agreement.

8.5.2 **Materiality.** In the case of an Indemnity Claim by a Buyer Indemnified Party under this Article 8 for breach by the Seller of a representation or warranty that is qualified by materiality, the Buyer Indemnified Party will be entitled to claim the full amount of the Loss resulting from that breach without regard to the materiality qualifier. However, the determination under this Article 8 of whether there has been a breach of a representation or warranty that is qualified by materiality will be made having regard to the materiality qualifier.

8.5.3 **Limited Recourse and Set-off.** A Buyer Indemnified Party's only recourse for payment of an Indemnity Claim, or other liability or Loss, relating to any Tax matters, from the Seller shall be the set-off of any amount payable and owing to the Seller for Royalties.

## 8.6 **Notice of Indemnity Claims**

If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which an Indemnifying Party has agreed to indemnify it under this Article 8, the Indemnified Party will promptly give written notice (an "**Indemnity Notice**") of its Claim or potential Claim for indemnification (an "**Indemnity Claim**") to the Indemnifying Party. An Indemnity Notice must specify whether the Indemnity Claim arises as the result of a Claim made against an Indemnified Party by a Person who is not a Party, or as a result of a Loss that was suffered directly by an Indemnified Party, and must also specify with reasonable particularity (to the extent that the information is available):

8.6.1 the factual basis for the Indemnity Claim; and

8.6.2 the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of an Indemnity Claim in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set-off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an Indemnity Notice on a timely basis.

## 8.7 **Payment of Claims**

Once the validity and amount of an Indemnity Claim has been finally determined, by agreement between the Indemnifying Party and the Indemnified Party, by binding, final and non-appealable determination, or by settlement, then the Indemnifying Party will promptly pay that amount to the Indemnified Party.

## 8.8 **Indemnity Adjustments to Purchase Price**

Any payment made to a Buyer Indemnified Party under this Article 8 will constitute a decrease to the Purchase Price, and any payment made to a Seller Indemnified Party under this Article 8 will constitute an increase to the Purchase Price.

## 8.9 **Exclusive Remedy**

8.9.1 Subject to Section 8.9.2, the rights of indemnity in this Article 8 will be the sole and exclusive remedy of any Indemnified Party for any breach of a representation or warranty, or non-performance of any covenant or agreement, contained in this Agreement, and each Indemnified Party waives any other recourse or remedy it may have in contract, tort or otherwise.

8.9.2 Notwithstanding Section 8.9.1, nothing in this Section 8.9 will limit or restrict an Indemnified Party from seeking:

8.9.2.1 equitable remedies, under Section 9.12 (*Equitable Remedies*) or otherwise;



- 8.9.2.2 any recourse or remedy under the FRR Promissory Note, FRR General Security Agreement, [REDACTED] Promissory Note or the [REDACTED] General Security Agreement; or
- 8.9.2.3 any recourse or remedy that may be available to an Indemnified Party in the case of intentional misrepresentation or fraud.

## 8.10 Third Party Indemnification

To ensure that the indemnities provided by each of the Seller and the Buyer to any Indemnified Parties that are not parties to this Agreement are enforceable, it is agreed by the Parties that the Seller is acting as agent for its Seller Indemnified Parties (that are not Parties), and the Buyer is acting as agent for its Buyer Indemnified Parties (that are not Parties), with respect to the indemnities intended to be given to those Persons under this Article 8. Each of the Seller and the Buyer agrees that it will hold any right to indemnification that any relevant Indemnified Party is intended to have under this Article 8 in trust for that Person, and that funds received by the Seller or the Buyer in respect of any Claims under this Article 8 by the relevant Indemnified Party will be held in trust for that Person.

## ARTICLE 9 GENERAL

### 9.1 Notices

Any Communication must be in writing and either:

- 9.1.1 delivered personally or by courier; or
- 9.1.2 transmitted by e-mail.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:

65 International Blvd., Suite 202  
Toronto, ON M9W 6L9

Attention: Greg Van Staveren  
E-mail: [gregvanstaveren@rogers.com](mailto:gregvanstaveren@rogers.com)

with a copy to:

Miller Thomson LLP  
40 King Street West  
Suite 5800  
Toronto ON M5H 3S1

Attention: Alexander Lalka  
E-mail: [alalka@millerthomson.com](mailto:alalka@millerthomson.com)

to the Buyer at:

**[REDACTED]**

Attention: **[REDACTED]**  
E-mail: **[REDACTED]**

with a copy to:

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

Attention: Faran Umar-Khitab and Natasha Carew  
E-mail: [faran.umar-khitab@gowlingwlg.com](mailto:faran.umar-khitab@gowlingwlg.com); [natasha.carew@gowlingwlg.com](mailto:natasha.carew@gowlingwlg.com)

or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 9.1. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by e-mail will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day that is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day. Sending a copy of a Communication to a Party's legal counsel is for information purposes only and does not constitute delivery of that Communication to that Party. The failure to send a copy of a Communication to a Party's legal counsel does not invalidate delivery of that Communication to the Party.

## 9.2 **Severability**

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision, in whole or in part, will not affect:

- 9.2.1 the legality, validity or enforceability of the remaining provisions of this Agreement, in whole or in part; or
- 9.2.2 the legality, validity or enforceability of that provision, in whole or in part, in any other jurisdiction.

## 9.3 **Submission to Jurisdiction**

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable Law, each of the Parties:

- 9.3.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;
- 9.3.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court that may be called upon to enforce the judgment of the courts referred to in this Section 9.3, of the substantive merits of any suit, action or proceeding; and
- 9.3.3 to the extent that Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, irrevocably waives that immunity in respect of its obligations under this Agreement.

#### 9.4 **Amendment and Waiver**

No amendment, discharge, restatement, supplement, termination or waiver of this Agreement or any provision of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

#### 9.5 **Further Assurances**

Each Party will, at that Party's own expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement.

#### 9.6 **Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective Successors.

#### 9.7 **Creation and Use of Electronic Document**

This Agreement and any counterpart of it may be created, provided, received, retained and otherwise used, and will be accepted, in any digital, electronic or other intangible form.

#### 9.8 **Electronic Signatures and Delivery**

This Agreement and any counterpart of it may be:

- 9.8.1 signed by manual, digital or other electronic signatures; and
- 9.8.2 delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission,

and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

## 9.9 Counterparts

This Agreement may be signed and delivered by the Parties in counterparts, with the same effect as if each of the Parties had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

## 9.10 Costs and Expenses

Except as otherwise specified in this Agreement, and without limiting the indemnification provisions in Article 8 (*Indemnification and Survival*), all costs and expenses (including the fees and disbursements of accountants, financial advisors, legal counsel and other professional advisors) incurred in connection with the negotiation and settlement of this Agreement, and the completion of the transactions contemplated by this Agreement, are to be paid by the Party incurring those costs and expenses.

## 9.11 Payment and Currency

Any money to be advanced, paid or tendered by any Party under this Agreement must be advanced, paid or tendered by bank draft, certified cheque or wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless otherwise specified, the word "dollar" and the "\$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

## 9.12 Equitable Remedies

The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party, inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without the requirement of posting bond or other security).

## 9.13 No *Contra Proferentem*

This Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, no rule of interpretation favouring one Party over another based on authorship will apply.

## 9.14 Public Announcements

All public announcements, press releases and publicity concerning this Agreement planned by the Seller shall be provided to the Buyer for its review and comment. No public announcement, press release or publicity may be released or otherwise undertaken by the Seller without incorporating the comments provided by the Buyer and without the prior written consent of the Buyer, unless otherwise required by applicable law or stock exchange rules. To the extent that the Seller is required to meet any timely disclosure obligations under applicable securities laws or stock exchange rules, the Seller shall inform the Buyer promptly and provide all such disclosure to the Buyer with sufficient time to review and comment on such disclosure. The Buyer will provide its review and comments in respect of such disclosure in a timely manner, which reasonable comments must be included, unless to do so would be a breach or violation of the relevant securities laws or stock exchange rules.

9.15 **Acknowledgement**

Each Party acknowledges that:

- 9.15.1 it has received independent legal advice from its own lawyers with respect to the terms of this Agreement before its execution;
- 9.15.2 Miller Thomson LLP acts as counsel solely to the Seller;
- 9.15.3 Gowling WLG (Canada) LLP acts as counsel solely to the Buyer;
- 9.15.4 it has read this Agreement, understands it, and agrees to be bound by its terms and conditions; and
- 9.15.5 it has received a copy of this Agreement.

9.16 **Third Party Beneficiaries**

This Agreement is not intended to, and does not, confer any rights or remedies on any Person other than the Parties (and their respective Successors) and the Indemnified Parties. The Parties reserve their right to vary or rescind, at any time and in any way, the rights, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person.

9.17 **Paramountcy**

The Parties hereby agree that in the event of any inconsistency or conflict between the terms of this Agreement or any of the **[REDACTED]** Promissory Note, the **[REDACTED]** General Security Agreement, the FRR Promissory Note, the FRR General Security Agreement, this terms and conditions of this Agreement will govern.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of this Agreement.

**SCRYB INC.**

Per: (signed) "Greg Van Staveren"  
Name: Greg Van Staveren  
Title: Director

**[REDACTED]**

Per: (signed) [REDACTED]  
Name: [REDACTED]  
Title: Chief Executive Officer

**FIONET RAPID RESPONSE GROUP INC.**

Per: (signed) "Aladin Jarrah"  
Name: Aladin Jarrah  
Title: Director

**Schedule 1.1.22**

**[Redacted for confidentiality purposes]**

**Schedule 1.1.23**

**[Redacted for confidentiality purposes]**



**Schedule 1.1.55**

**[Redacted for confidentiality purposes]**