

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of August 7, 2019

BETWEEN:

Vishy Karamadam (the “Shareholder”), the beneficial owner of the shares of Gravitas set out in Schedule “A” hereto

- and -

GRAVITAS FINANCIAL INC. (“Gravitas” or the “Company”)

RECITALS:

WHEREAS, the Company announced on May 28, 2019 that it has entered into an accommodation agreement with the majority holders of its secured debt, and pursuant to same, agreed to implement a sale and investment solicitation process (the “SISP”);

AND WHEREAS, in connection with the SISP, it is contemplated that the Company will sell all or substantially all of its remaining assets¹, in one or more transactions pursuant to which the Company will be selling its interests in its various operating subsidiaries to parties that may or may not be Related Parties (as defined under applicable securities laws), which transactions may or may not include the Company and its subsidiaries agreeing to certain releases of intercompany claims or conversion of intercompany debt to equity, and with the net proceeds of such transactions being distributed as payment of the Company’s secured debt obligations without any anticipated distribution to the Company’s shareholders, including the Shareholder (the “Proposed Transactions”);

AND WHEREAS, in accordance with applicable corporate statutes, in the absence of a Court Process (as defined below), shareholder approval, by way of special resolution (the “Shareholder Approval”) of the Proposed Transactions is required before they can be consummated;

AND WHEREAS, the Proposed Transactions may also be implemented through a court-supervised insolvency process, including by way of a court-appointed officer acting for and on behalf of the Company (a “Court Process”) and in such Court Process: (i) there is not expected to be sufficient net proceeds for there to be any distributions to the Company’s shareholders, including the Shareholder, and (ii) it is expected that (A) the Common Shares will be ceased traded by securities regulators, and (B) the Company would not remain listed on the Canadian Securities Exchange;

AND WHEREAS, even though there is not expected to be any distributions to the Company’s shareholders (including the Shareholder) from the proceeds of the Proposed Transactions outside of a Court Process, the Company believes it is in the best interests of the Company and its shareholders (including the Shareholder) for the Company to pursue the Proposed Transactions outside of a Court Process to preserve the possibility that the Common Shares are not ceased traded and the Company remains listed on the Canadian Securities Exchange;

AND WHEREAS, prior to expending financial resources to pursue the Proposed Transactions outside of a Court Process and seeking to formally obtain such Shareholder Approval, the Company requires reasonable commercial certainty that the Proposed Transactions will be approved by the requisite majorities of shareholders;

¹ The Company notes that the transactions that involved the sale of (i) Gravitas’ interest in Gravitas Mining Corp.; and (ii) Gravitas’ interest in GIC Merchant Banking Corp. and the sale by Gravitas Ventures Inc. of its interest in Emerge Commerce Inc. have already been completed and are not subject to shareholder approval.

AND WHEREAS, the Shareholder is the beneficial owner of, and exercises control or direction over, the Common Shares listed in Schedule "A" hereto; and

AND WHEREAS, this Agreement sets out, among other things, the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities (as defined below) and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the payment of CAD \$1 (one dollar) by the Company to the Shareholder, the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals:

"affiliate" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and **"control"** and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"Agreement" means this voting support agreement between the Shareholder and Gravitass as it may be amended, modified or supplemented from time to time in accordance with its terms;

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Province of Ontario.

"Common Shares" means the common shares in the capital of Gravitass;

"Company Meeting" means any Company meeting at which securityholders of the Company are asked to consider and/or approve the Proposed Transactions;

"Expiry Time" has the meaning ascribed thereto in Section 3.1(a);

"Governmental Entity" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, crown company, commission, commissioner, board, bureau, commissioner, minister, ministry, governor in council, cabinet, agency or instrumentality, domestic or foreign (ii) any subdivision, agent, commission, board or authority of any of the above, (iii) any quasi-governmental or private body including any tribunal, commission, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange, including the Canadian Securities Exchange;

"Notice" has the meaning ascribed thereto in Section 4.7;

"Parties" means the Shareholder and Gravitass and **"Party"** means any one of them;

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in such capacity.

“Proposed Transactions” has the meaning ascribed thereto in the recitals hereof;

“SEDAR” means the System for Electronic Document Analysis and Retrieval; and

“Subject Securities” means the Common Shares owned by the Shareholder and over which the Shareholder, directly or indirectly, exercises control or direction (all as listed on Schedule "A" hereto) and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and all securities which may be converted into, exercised or exchanged for or otherwise changed into Common Shares, and any Common Shares that become subsequent to the date hereof, directly or indirectly, controlled or directed by the Shareholder or any of its affiliates, and any rights or options in respect of the foregoing.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency

All references to dollars or to \$ are references to Canadian dollars.

1.4 Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to “Articles”, “Sections” and “Schedules” refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules to which such reference is made, as applicable.

1.5 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. (Eastern Time) on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. (Eastern Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule “A” and Schedule “B”, for all purposes hereof, form an integral part of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to Gravitax (and acknowledges that Gravitax is relying on its representations and warranties contained in this Agreement in completing the transactions contemplated hereby and by the Proposed Transactions) the matters set out below:

- (a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.
- (b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) The Shareholder exercises control or direction over, and at all times between the date hereof and the Expiry Time, the Shareholder will control or direct, all of the Subject Securities. Other than the Subject Securities, neither the Shareholder nor any of its affiliates beneficially owns, or exercises control or direction over any additional or other securities, or any securities convertible or exchangeable into any additional or other securities, of the Company or any of its affiliates.
- (d) The Shareholder is, and at all times between the date hereof and the Expiry Time, will be, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all liens and security interests, other than, as applicable, any liens or security interests set forth under Schedule "B" hereto.
- (e) The Shareholder has, and at all times between the date hereof and the Expiry Time, will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Securities.
- (f) No Person has any agreement or option, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto.
- (g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder, any affiliate of the Shareholder or any beneficial owner of the Subject Securities in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder or any affiliate of the Shareholder or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (i) None of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's

securityholders or give consents or approvals of any kind, except pursuant to this Agreement.

- (j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of the Shareholder; (ii) any contract to which the Shareholder is a party or by which it is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any law.
- (k) The Shareholder acknowledges and agrees that (i) the Company has no obligation to proceed with any Proposed Transactions; (ii) where the Company does proceed with any Proposed Transactions, it may do so through a Court Process, (iii) should the Company complete any of the Proposed Transactions, substantially all of the gross proceeds of such Proposed Transaction would be used by the Company to repay its secured debt obligations without any expected distributions being available to shareholders, including the Shareholder, and (iv) there is no assurance that the Company will remain listed on the Canadian Securities Exchange, and/or the Common Shares will not be ceased traded by securities regulators, even if the Proposed Transactions are effected outside of a Court Process.
- (l) The Shareholder has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by the Company from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure. A failure by the Shareholder to obtain independent legal advice shall not be used by it as a defence to the enforcement of its obligations under this Agreement.

2.2 Representations and Warranties of Gravitass

Gravitass represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on its representations and warranties contained in this Agreement in completing the transactions contemplated hereby) the matters set out below:

- (a) Gravitass is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Gravitass and constitutes a legal, valid and binding agreement of Gravitass, enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) None of the execution and delivery by Gravitass of this Agreement or the compliance by it with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of Gravitass; (ii) any contract to which it is a party or by which it is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any law.

- (c) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of Gravitax, threatened against or affecting it or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on its ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder

- (a) The Shareholder hereby covenants with Gravitax that from the date of this Agreement until the termination of this Agreement in accordance with its terms as set forth in Section 4.1 (the “**Expiry Time**”), the Shareholder will not:
 - (i) without having first obtained the prior written consent of Gravitax, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith;
 - (ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Securities; or
 - (iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution.
- (b) The Shareholder hereby covenants, undertakes and agrees that until the Expiry Time it shall cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Securities:
 - (i) at any meeting of any of the securityholders of the Company at which the Shareholder is entitled to vote, including any Company Meeting; and
 - (ii) in any action by written consent of the securityholders of the Company,

in favour of approving, consenting to, ratifying, adopting and effecting the Proposed Transactions and any actions required for the consummation of the Proposed Transactions. In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities eligible to be voted as soon as practicable following the posting of an information circular on SEDAR in connection with any such meeting of securityholders of the Company at which the Shareholder is entitled to vote, and in any event at least ten (10) Business Days prior to the date of such meeting and as far in advance as practicable of any adjournments or postponements thereof, voting all the Subject Securities eligible to be voted in favour of the Proposed Transactions and any actions required for the consummation of the Proposed Transactions. The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, revoke, change, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Shareholder will provide copies of each such proxy or voting instruction form referred

to above to Gravitass at the address below concurrently with its delivery as provided for above.

- (c) The Shareholder hereby covenants, undertakes and agrees that until the Expiry Time it shall cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Securities against any proposed action by the Company, any shareholder of the Company or any other Person which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Proposed Transactions.
- (d) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.
- (e) Until the Expiry Time, the Shareholder will not, and will ensure its affiliates do not, directly or indirectly, through any officer, director, employee, trustee, representative or agent or otherwise:
 - (i) solicit proxies or become a participant in a solicitation in opposition to the Proposed Transactions;
 - (ii) assist any Person in taking or planning any action that would restrain or otherwise serve to interfere with or inhibit Gravitass in connection with the Proposed Transactions;
 - (iii) act jointly or in concert with any other Person (or group of Persons) with respect to voting securities of the Company for the purpose of opposing the Proposed Transactions; or
 - (iv) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person (or group of Persons) to do or seek to do any of the foregoing.
- (f) The Shareholder shall not, directly or indirectly, exercise (or cause to be exercised) any rights of dissent or rights of appraisal under any applicable laws or otherwise in connection with the Proposed Transactions or any aspect thereof or matter related thereto, and shall not exercise (or cause to be exercised) any other securityholder rights or remedies available at common law or pursuant to the *Canada Business Corporations Act* or applicable securities legislation against Gravitass or any of its affiliates that may reasonably be expected to adversely affect, delay, hinder, upset or challenge the successful completion of the Proposed Transactions.
- (g) At the request of Gravitass, the Shareholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a shareholder to assist the Company to successfully complete the Proposed Transactions and this Agreement, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative.
- (h) The Shareholder hereby consents to:

- (i) details of this Agreement being set out in any press release, information circular, and court documents produced by Gravitass in connection with the Proposed Transactions; and
- (ii) this Agreement being made publicly available, including by filing on SEDAR;

provided that Gravitass shall provide the Shareholder with reasonable advance notice of, and opportunity to comment on, any references to the Shareholder or its holdings of Subject Securities in such draft documentation and shall accept all reasonable comments of the Shareholder.

- (i) Except as required by law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Proposed Transactions without the prior written approval of Gravitass and shall provide Gravitass with reasonable advance notice of and opportunity to comment on such draft documentation and shall accept all reasonable comments of Gravitass.

3.2 Alternative Transaction

- (a) If the Company concludes that it is necessary or desirable to proceed with another form of transaction (including a plan of arrangement under the *Canada Business Corporations Act*) whereby the Company sells all or substantially all of its assets, including potentially a sale to Related Parties as defined under applicable securities law and potentially including a compromise of all or certain of its liabilities (an “**Alternative Transaction**”), provided such Alternative Transaction does not have a material adverse impact on the Shareholder as compared to the Proposed Transactions, the Shareholder agrees to support the completion of such Alternative Transaction in the same manner as the Proposed Transactions and shall otherwise fulfill its covenants contained in this Agreement in respect of such Alternative Transaction.
- (b) In the event of any proposed Alternative Transaction, any reference in this Agreement to the Proposed Transactions shall refer to the Alternative Transaction or any resolution in respect thereto, to the extent applicable, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) six months from the date of this Agreement, if a Company Meeting to approve the Proposed Transactions has not been completed prior to such date;
- (b) the mutual agreement in writing of the Parties;
- (c) written notice by the Shareholder to Gravitass if:
 - (i) any representation or warranty of Gravitass under this Agreement is untrue or incorrect in any material respect; or

- (ii) Gravitas has not complied in any material respect with any of its covenants contained herein;

provided that at the time of such termination, the Shareholder has not breached this Agreement in any material respect and is not in material default in the performance of its obligations under this Agreement; and

- (d) written notice by Gravitas to the Shareholder if:

- (i) any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect;
- (ii) the Shareholder has not complied in any material respect with its covenants contained herein; or
- (iii) Gravitas determines not to proceed with the Proposed Transactions;

provided that at the time of such termination, Gravitas has not breached this Agreement in any material respect and is not in material default in the performance of its obligations under this Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any willful breach by it of this Agreement.

4.4 Equitable Relief

The Parties agree that irreparable harm may occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.5 Waiver; Amendment

Each Party agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.6 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.7 Notices

Any notice, direction or other communication given pursuant to this Agreement (each a “**Notice**”) must be in writing, sent by hand delivery, courier, facsimile or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 5:00 p.m. (Eastern Time), and otherwise on the next Business Day; or (ii) if sent email (where the sender receives an email from the recipient acknowledging receipt, provided a “read receipt” does not constitute acknowledgment of an email) on the date of transmission if it is a Business Day and transmission was made prior to 5:00 p.m. (Eastern Time) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

if to Gravitas:

Gravitas Financial Inc.
333 Bay Street, Suite 1700
Toronto, Ontario M5H 2R2
Attention: Vikas Ranjan, President
Telephone: (647) 32-2666
Email: vikas@gravitasfinancial.com

if to the Shareholder:

Gravitas Financial Inc.
333 Bay Street, Suite 1700
Toronto, Ontario M5H 2R2
Attention: Vishy Karamadam
Telephone: (647) 32-2666
Email: vishy@gravitasfinancial.com

Rejection or other refusal to accept, inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. The failure to send a copy of a Notice to a Party’s legal counsel does not invalidate delivery of that Notice to such Party.

4.8 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.9 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party.

4.10 Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisors) it incurs in connection with the negotiation, preparation and execution of this Agreement.

4.11 Further Assurances

The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.12 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile, PDF or other electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

Accepted and agreed to with effect from the 7th day of August, 2019.

GRAVITAS FINANCIAL INC.

Per: “Rebecca Ong”

Name: Rebecca Ong

Title: Chief Financial Officer

“Fahad Waliany”

Witness

Fahad Waliany



“Vishy Karamadam”

SCHEDULE A

Number of Common Shares: 8.75 Million

SCHEDULE B

Liens: