

ACQUISITION AGREEMENT

THIS AGREEMENT made effective as of the 6th day of February 2024

AMONG:

UNIVERSAL PROPTECH INC.,

a corporation incorporated under the laws of Canada;

("UPI")

- and -

XEMOTO MEDIA LTD.,

a corporation incorporated under the laws of the province of Ontario

("Xemoto")

- and -

1000764922 ONTARIO INC.,

a corporation incorporated under the laws of the province of Ontario

("Newco")

RECITALS

- A. UPI is a company listed on the NEX board of the TSXV under the symbol UPI.H; and
- B. UPI has identified Xemoto as a target company and seeks to acquire all of the issued and outstanding securities of Xemoto in exchange for securities of UPI by way of an amalgamation between Xemoto and Newco, upon the terms and conditions herein set forth such that upon completion of the Amalgamation, Amalco shall be a wholly-owned subsidiary of UPI.

THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the parties hereto respectively covenant and agree as set forth below.

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, including the recitals, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Agreement**" means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary

thereof, and the expressions "**above**", "**below**", "**herein**", "**hereto**", "**hereof**" and similar expressions refer to this Agreement;

- (b) "**Amalco**" means the corporation resulting from the Amalgamation;
- (c) "**Amalgamation**" means the amalgamation of Xemoto and Newco pursuant to the Amalgamation Agreement;
- (d) "**Amalgamation Agreement**" means the amalgamation agreement to be entered into between Xemoto and Newco in the form attached hereto as Schedule "A";
- (e) "**Business**" means the business of Xemoto;
- (f) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the province of Ontario;
- (g) "**Business Permits**" means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and Orders for Xemoto to own the Xemoto Assets and operate the Business;
- (h) "**Closing**" or "**Closing Date**" means the closing of the Transaction, which shall not be prior to the date upon which all regulatory approvals have been obtained for the Transaction described herein, and including specifically the approval of the CSE for the listing of the Resulting Issuer Shares and all conditions contained in this Agreement shall be met or waived;
- (i) "**CSE**" means the Canadian Securities Exchange;
- (j) "**CSE Policies**" means the rules, forms, and policies of the CSE as amended from time to time;
- (k) "**Encumbrances**" means any charge, mortgage, lien, pledge, claim, embargo, security interest, legal or conventional, moveable or immovable, specific or floating, whether created or arising by agreement, statute or otherwise, attaching to property, interests or rights, and shall be construed in the widest possible terms and principles known under the law;
- (l) "**Governmental Authority**" means any government in Canada, or any foreign government and any agency, or department, tribunal, board, commission, court or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, as well as any arbitrator, arbitration tribunal or other tribunal or other quasi-governmental or private body exercising any regulatory, expropriation or taxation authority under or for the account of any of the foregoing;
- (m) "**Governmental Charges**" means all fees, levies and charges imposed by a Governmental Authority;

- (n) **"IFRS"** means International Financial Reporting Standards applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;
- (o) **"Intellectual Property Assets"** means all right, title and interest of Xemoto in and to any of the following:
 - (i) all trade secrets, confidential information and confidential know-how in which Xemoto now has or hereafter may have an interest, whether patented or unpatented, published or unpublished;
 - (ii) all trade-marks (both registered and unregistered), design marks, logos, indicia, trade names, domain names, registrations and applications that have been or shall be made or filed at any trade-marks or similar office in any jurisdiction, and all records thereof and reissues, extensions or renewals thereof, and all common law and other rights in the foregoing;
 - (iii) all patents and patent applications which Xemoto now owns or may hereafter own that have been or shall be made or filed in any patent or similar office of any jurisdiction; and
 - (iv) all copyrights that Xemoto now owns or may hereafter own, including all registrations and applications that have been or shall be made or filed in the copyright or similar office of any jurisdiction, and all common law and other rights in the foregoing;
- (p) **"Listing Statement"** means the final Listing Statement of UPI prepared in accordance with CSE Policies;
- (q) **"Name Change"** means the change of the name of UPI to BrandPilot AI Inc. or such other name as identified by Xemoto;
- (r) **"Newco"** means 1000764922 Ontario Inc., a wholly-owned subsidiary of UPI, a corporation organized under the laws of the province of Ontario;
- (s) **"Orders"** means all material applicable orders, decisions, binding directives, or the like rendered by any Governmental Authority;
- (t) **"Person"** includes any individual, corporation, company, partnership, association or any individual;
- (u) **"Resulting Issuer"** means UPI upon completion of the Transaction;
- (v) **"Resulting Issuer Broker Warrants"** means the broker warrants to be issued by the Resulting Issuer to the holders of Xemoto Broker Warrants in exchange for the Xemoto Broker Warrants which remain issued and outstanding at Closing;

- (w) **"Resulting Issuer Convertible Debentures"** means the convertible debentures to be issued by the Resulting Issuer to the holders of the Xemoto Convertible Debentures in exchange for the Xemoto Convertible Debentures which remain outstanding at Closing;
- (x) **"Resulting Issuer Options"** means the options to purchase Resulting Issuer Shares pursuant to the UPI LTIP to be issued to the holders of Xemoto Options outstanding at Closing;
- (y) **"Resulting Issuer RSUs"** means restricted share units of the Resulting Issuer to be granted by the Resulting Issuer pursuant to the UPI LTIP in exchange for Xemoto RSUs outstanding at Closing;
- (z) **"Resulting Issuer Shares"** means the common shares of the Resulting Issuer;
- (aa) **"Resulting Issuer Warrants"** means the common share purchase warrants to purchase Resulting Issuer Shares to be issued by the Resulting Issuer in exchange for the Xemoto Warrants which remain issued and outstanding at Closing;
- (bb) **"Share Exchange Ratio"** shall mean 0.225 UPI Share per Xemoto Share;
- (cc) **"subsidiary"** means any corporation, partnership or trust of which more than 50% of the outstanding shares or interests of any class carrying voting rights are beneficially owned, directly or indirectly by a Person;
- (dd) **"Transaction"** means the Amalgamation and the other transactions provided for herein;
- (ee) **"TSXV"** means the TSX Venture Exchange;
- (ff) **"UPI"** means Universal PropTech Inc., a corporation incorporated under the *Canada Business Corporations Act*;
- (gg) **"UPI Assets"** means all of UPI's right, title, estate and interest in and to its property and assets, real and personal, moveable and immovable, of whatsoever nature and kind and wheresoever situate, including but without limitation, the assets as more particularly set forth and described in the UPI Financial Statements;
- (hh) **"UPI Documents"** means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, and any other documents or information of whatsoever nature relating to UPI, the UPI Assets or its business and any and all rights in relation thereto;
- (ii) **"UPI Financial Statements"** means the audited financial statements of UPI for the years ended August 31, 2023, 2022 and 2021;

- (jj) **"UPI LTIP"** means the omnibus long-term incentive plan of UPI, to be approved at the next annual general and special meeting of UPI shareholders and adopted prior to or concurrently with Closing;
- (kk) **"UPI Material Contracts"** means any contract, agreement (written or oral) commitment, indenture, or other instrument to which UPI is bound and which is material to UPI;
- (ll) **"UPI Shares"** means the common shares in the capital of UPI;
- (mm) **"Xemoto"** means Xemoto Media Ltd., a corporation incorporated under the laws of the province of Ontario;
- (nn) **"Xemoto Assets"** means all of the right, title, estate and interest Xemoto has in and to its property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate, including but without limitation, the assets as more particularly set forth and described in the Xemoto Financial Statements and the Intellectual Property Assets;
- (oo) **"Xemoto Broker Warrants"** means the 2,119,200 broker warrants of Xemoto with an exercise price of \$0.05, and expiring as follows: 1,139,200 broker warrants expiring February 18, 2027; 148,000 broker warrants expiring March 18, 2027; 752,000 broker warrants expiring July 11, 2027 and 80,000 broker warrants expiring January 12, 2028;
- (pp) **"Xemoto Convertible Debentures"** means the 100 convertible debentures of Xemoto issued on August 23, 2023 and purchased at \$1,000 per Xemoto Convertible Debenture. The Xemoto Convertible Debentures convert at a price of \$0.025 per Xemoto Share after 36 months, unless the volume-weighted average price of the Xemoto Shares on a recognized stock exchange equals or exceeds \$0.075 per share for a period of 20 consecutive trading days, in which case the Xemoto Convertible Debentures automatically convert into Xemoto Shares at \$0.075 per Xemoto Share;
- (qq) **"Xemoto Documents"** means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records and any other documents or information of whatsoever nature relating to Xemoto, the Business or the Xemoto Assets and any and all rights in relation thereto;
- (rr) **"Xemoto Financial Statements"** means the audited financial statements for the fiscal years ended March 31, 2023, 2022 and the period from July 6, 2020 until March 31, 2021, and the unaudited interim financial statements for the quarters ended June 30, 2023 and September 30, 2023, which will be prepared in accordance with International Financial Reporting Standards, applied on a consistent basis throughout the periods involved;

- (ss) **"Xemoto Material Contracts"** means any contract, agreement (written or oral) commitment, indenture, or other instrument to which Xemoto is bound and which is material to the Business, including those entered into in the ordinary course of business, which could materially affect the Xemoto Assets, or Business or financial condition of Xemoto;
- (tt) **"Xemoto Options"** means the 18,590,000 options to purchase Xemoto Shares at a weighted average exercise price of \$0.024 per Xemoto Share (3,600,000 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.05; 1,666,666 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.02; 1,666,667 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.035; 1,666,667 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.04; and 9,990,000 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.01125);
- (uu) **"Xemoto RSUs"** means the 1,400,000 restricted share units of Xemoto outstanding at Closing;
- (vv) **"Xemoto Shareholders"** means the holders of Xemoto Shares and "Xemoto Shareholder" means any one of them;
- (ww) **"Xemoto Shares"** means all of the shares in the capital of Xemoto outstanding at Closing; and
- (xx) **"Xemoto Warrants"** means the 25,978,123 issued and outstanding warrants of Xemoto at an exercise price of \$0.12 per share, expiring on the following dates: 12,063,795 on February 17, 2027; 7,120,000 on February 18, 2027; 925,000 on March 18, 2027; 569,328 on June 8, 2027; 4,700,000 on July 11, 2027; 600,000 on January 12, 2028.

1.2 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

1.3 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders; and references to any statute shall extend to and include orders-in-council or regulations passed under and pursuant thereto, of any amendment or re-enactment of such statute, orders-in-council or regulations, or any statute, orders-in-council or regulations substantially in replacement thereof.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including the letter of intent

dated September 18, 2023, and as amended on October 31, 2023 and November 30, 2023, between UPI and Xemoto and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

1.5 Headings

Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

1.6 Successors and Assigns

All of the terms and provisions in this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 2 **AMALGAMATION**

2.1 Name Change

Immediately prior to the Amalgamation, UPI shall file articles of amendment to effect the Name Change.

2.2 Amalgamation

Subject to the terms and conditions herein, on the Closing Date, Newco and Xemoto shall complete the Amalgamation pursuant to the terms of the Amalgamation Agreement. Without limiting the foregoing, on the Closing Date of the Amalgamation, pursuant to the terms of the Amalgamation Agreement:

- (a) UPI agrees to issue UPI Shares to Xemoto Shareholders in exchange for the delivery to UPI of all of the issued and outstanding Xemoto Shares. The aggregate number of UPI Shares to be issued in exchange for the issued and outstanding Xemoto Shares shall be determined by multiplying the number of Xemoto Shares issued and outstanding at Closing by the Share Exchange Ratio. No fractional UPI Shares will be issued. To the extent any Xemoto Shareholder would otherwise be entitled to receive a fractional number of UPI Shares on Closing of the Transaction, the number of UPI Shares to be issued to such Xemoto Shareholder shall be rounded to the nearest whole UPI Share with fractions of 0.5 being rounded up;
- (b) UPI agrees to issue Resulting Issuer Warrants to the holders of Xemoto Warrants in exchange for the Xemoto Warrants which remain outstanding at Closing. The rate of exchange of Resulting Issuer Warrants for Xemoto Warrants shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer Warrant will be issued. To the extent any holder of Xemoto Warrants would otherwise be entitled to receive a fractional number of Resulting Issuer Warrants on Closing of the Amalgamation,

the number of Resulting Issuer Warrants to be issued to such holder of Xemoto Warrants shall be rounded to the nearest whole Resulting Issuer Warrant with fractions of 0.5 being rounded up. Each Resulting Issuer Warrant will be issued by the Resulting Issuer on substantially the same terms as the Xemoto Warrant it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio);

- (c) UPI agrees to issue Resulting Issuer Broker Warrants to the holders of Xemoto Broker Warrants in exchange for the Xemoto Broker Warrants which remain outstanding at Closing. The rate of exchange of Resulting Issuer Broker Warrants for Xemoto Broker Warrants shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer Broker Warrant will be issued. To the extent any holder of Xemoto Broker Warrants would otherwise be entitled to receive a fractional number of Resulting Issuer Broker Warrants on Closing of the Amalgamation, the number of Resulting Issuer Broker Warrants to be issued to such holder of Xemoto Broker Warrants shall be rounded to the nearest whole Resulting Issuer Broker Warrant with fractions of 0.5 being rounded up. Each Resulting Issuer Broker Warrant will be issued by the Resulting Issuer on substantially the same terms as the Xemoto Broker Warrant it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio);
- (d) UPI agrees to grant Resulting Issuer Options under the UPI LTIP to the holders of Xemoto Options in exchange for the Xemoto Options which remain outstanding at Closing. The rate of exchange of Resulting Issuer Options for Xemoto Options shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer Option will be issued. To the extent any holder of Xemoto Options would otherwise be entitled to receive a fractional number of Resulting Issuer Options on Closing of the Amalgamation, the number of Resulting Issuer Options to be issued to such holder of Xemoto Options shall be rounded to the nearest whole Resulting Issuer Option with fractions of 0.5 being rounded up. Each Resulting Issuer Option will be issued by the Resulting Issuer on substantially the same terms as the Xemoto Option it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio);
- (e) UPI agrees to grant Resulting Issuer RSUs under the UPI LTIP to the holders of Xemoto RSUs in exchange for the Xemoto RSUs which remain outstanding at Closing. The rate of exchange of Resulting Issuer RSUs for Xemoto RSUs shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer RSU will be issued. To the extent any holder of Xemoto RSUs would otherwise be entitled to receive a fractional number of Resulting Issuer RSUs on Closing of the Amalgamation, the number of Resulting Issuer RSUs to be issued to such holder of Xemoto RSUs shall be rounded to the nearest whole Resulting Issuer RSU with fractions of 0.5 being rounded up. Each Resulting Issuer RSU will be issued by the Resulting Issuer on substantially the same terms as the Xemoto RSU it replaces; and

- (f) UPI agrees to issue Resulting Issuer Convertible Debentures to the holders of Xemoto Convertible Debentures in exchange for the Xemoto Convertible Debentures which remain outstanding at Closing. The conversion price of the Resulting Issuer Convertible Debentures issued in exchange for Xemoto Convertible Debentures shall be equal to the conversion price then in effect for the Xemoto Convertible Debentures multiplied by the inverse of the Share Exchange Ratio.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS OF XEMOTO

3.1 Representations, Warranties and Covenants of Xemoto

Xemoto hereby represents and warrants to UPI as follows, and Xemoto confirms that UPI is relying upon the accuracy of each of such representations and warranties in connection with the completion of the Transaction hereunder:

- (a) **Incorporation:** Xemoto is a private corporation incorporated under the provisions of the *Business Corporations Act* (Ontario) with its registered office in the City of Toronto in the province of Ontario and its head office in the City of Toronto, in the province of Ontario.
- (b) **Status, Constating Documents:** Xemoto has all necessary corporate power to own its assets and to carry on its Business as it is now being conducted. The articles, by laws and other constating documents of Xemoto as made available to UPI are complete and accurate.
- (c) **Authority and Binding Obligation:** Xemoto has good right, full corporate power and absolute authority to enter into this Agreement and to perform all of its obligations under this Agreement. Xemoto, its board of directors, and shareholders have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the Amalgamation Agreement and to complete the Transaction contemplated hereby and thereby.
- (d) **Corporate Records:** As of the date hereof, the corporate records and minute books of Xemoto are materially complete and accurate. The share certificate books, registered of security holders, register of transfers and register of directors and any similar corporate records of Xemoto are complete and accurate in all material respects.
- (e) **Authorized and Issued Capital:** As of the date hereof, the authorized capital of Xemoto consists of an unlimited number of Xemoto Shares. The issued capital of Xemoto consists of 155,201,407 Xemoto Shares on an undiluted basis, all of which have been duly issued and are outstanding as fully paid and non-assessable shares.
- (f) **No Options:** No Person has any agreement or options or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or

option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Xemoto or for the issue of any other securities of any nature or kind of Xemoto except for Xemoto Shares issuable upon conversion of the Xemoto Options, Xemoto Warrants, Xemoto Broker Warrants, Xemoto RSUs, 6,069,429 Xemoto Shares issuable to FMI Capital Advisory Inc., and the Xemoto Convertible Debentures.

- (g) **No Convertible Securities:** There are no outstanding securities of Xemoto that are convertible, exchangeable, or redeemable into Xemoto Shares, other than the Xemoto Options, Xemoto Warrants, Xemoto Broker Warrants, Xemoto RSUs, and the Xemoto Convertible Debentures.
- (h) **No Escrow:** None of the outstanding Xemoto Shares are subject to escrow restrictions, pooling arrangements, voting trusts or unanimous shareholders agreements, whether voluntary or otherwise.
- (i) **Compliance with Laws:** Xemoto has been conducting its Business in compliance with all applicable laws and regulations of each jurisdiction in which it carries on such Business and has not received a notice of material non-compliance, and there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.
- (j) **Subsidiaries and Other Interests:** Xemoto has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. Xemoto is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.
- (k) **Title to Xemoto Assets by Xemoto:** Xemoto is the owner of and has good and marketable title to all of the Xemoto Assets, including, without limitation, all Xemoto Assets which will be reflected in the Xemoto Financial Statements and all Xemoto Assets acquired by Xemoto after the date of the Xemoto Financial Statements.
- (l) **No Orders:** There are no outstanding material Orders, notices or similar requirements relating to Xemoto or the Xemoto Assets issued by any federal, state, provincial or municipal authority including, without limitation, occupational health and safety authorities and, to the knowledge of Xemoto, there are no matters under discussion with any such authorities relating to Orders, notices or similar requirements.
- (m) **Restrictions on Doing Business:** Xemoto is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Person or in any geographical area or otherwise to conduct its Business as Xemoto may determine. Xemoto is not subject to any legislation or any judgment, Order or requirement of any court or Governmental Authority which is not of general application to Persons carrying on a business similar to the Business. To the knowledge of Xemoto, there are no facts or

circumstances which could materially adversely affect the ability of Xemoto to continue to operate the Business as presently conducted following the completion of the Transaction contemplated by this Agreement.

- (n) **No Guarantees:** Xemoto is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons.
- (o) **Xemoto Material Contracts:** Xemoto has provided or made available copies of all Xemoto Material Contracts to UPI. Xemoto is not in default or breach of any Xemoto Material Contract.
- (p) **Partnerships or Joint Ventures:** Xemoto is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which Xemoto agrees to carry on any activity in such manner or by which Xemoto agrees to share any revenue or profit with any other Persons.
- (q) **Contractual and Regulatory Approvals:** Except those consents which will have been obtained on or before Closing and the approval of the Xemoto Shareholders necessary to complete the Amalgamation, Xemoto is under no obligation, contractual or otherwise, to request or obtain the consent of any Persons, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any federal, provincial, state, municipal or local government or governmental agency, board, commission or authority are required to be obtained by Xemoto:
 - (i) in connection with the execution, delivery and performance by Xemoto of this Agreement, the Amalgamation Agreement or the completion of the Amalgamation;
 - (ii) to avoid the loss of any permit, licence, certification or other authorization on or as a result of Closing of the Transaction, or
 - (iii) in order that the authority of Xemoto to carry on the Business in the ordinary course and in the same manner as presently conducted remains in good standing and in full force and effect as of and following the Closing of the Transaction.
- (r) **Transaction Compliance with Constating Documents, Agreements and Laws:** The execution, delivery and performance of this Agreement, the Amalgamation Agreement and each of the other agreements contemplated or referred to herein by Xemoto, and the completion of the Transaction contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of Xemoto under:
 - (i) any term or provision of any of the articles, by-laws or other constating documents of Xemoto;

- (ii) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which Xemoto is a party or by which it is bound; or
 - (iii) any term or provision of any of the Business Permits, Xemoto Material Contracts or any Order of any court, Governmental Authority or regulatory body made against Xemoto or the Xemoto Assets or any law or regulation of any jurisdiction in which the Business is carried on which is applicable to Xemoto or the Xemoto Assets.
- (s) **Shareholders' Agreements:** To the best of the knowledge of Xemoto, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of Xemoto.
- (t) **Materially Accurate:** All information, records and data furnished by Xemoto to UPI, its representatives and counsel by Xemoto in connection with the negotiation of this Agreement and UPI's due diligence review of Xemoto and the Business, were and are accurate in all material respects.
- (u) **Liabilities of Xemoto:** There are no liabilities, contingent or otherwise, of Xemoto of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against Xemoto of any liabilities of any kind, other than:
 - (i) liabilities which are disclosed or reflected in or provided for in the Xemoto Financial Statements; and
 - (ii) liabilities incurred since the date of the Xemoto Financial Statements which were incurred in the ordinary course or in connection with the completion of the Amalgamation.
- (v) **Bankruptcy and Insolvency Matters:** No action or proceeding has been commenced or filed by or against Xemoto or which seek or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of Xemoto, the adjustment, compromise or composition of claims against Xemoto or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for Xemoto of any portion of the Xemoto Assets. No such action or proceeding has been authorized or is being considered by or on behalf of Xemoto and no creditor or equity security holder of Xemoto has threatened to commence or advise that it may commence, any such action or proceeding. Xemoto has not made nor is it considering making an assignment for the benefit of its creditors, and it has not requested nor is it considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

(w) **Financial Statements:**

- (i) The Xemoto Financial Statements have been prepared in accordance with IFRS and are true, correct and complete in all material respects and present fairly the financial condition of Xemoto, on a consolidated basis, as of their respective dates;
- (ii) There has been no material adverse change in the financial condition of Xemoto since the date of the Xemoto Financial Statements; and
- (iii) There are no material liabilities, contingent or otherwise, of Xemoto of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against Xemoto of any liabilities of any kind, other than:
 - (A) liabilities to be disclosed or reflected in or provided for in the Xemoto Financial Statements or this Agreement; and
 - (B) liabilities incurred since the date of the Xemoto Financial Statements which were incurred in the ordinary course or in connection with the completion of the Amalgamation.

(x) **Absence of Certain Changes or Events:** Since the date of the Xemoto Financial Statements and except for costs incurred and actions taken in connection with the Amalgamation or as otherwise disclosed in writing to UPI, Xemoto has not:

- (i) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of the Business, none of which is materially adverse to Xemoto;
- (ii) paid or satisfied any obligation or liability, fixed or contingent, except:
 - (A) current liabilities included in the Xemoto Financial Statements;
 - (B) current liabilities incurred since the date of the Xemoto Financial Statements in the ordinary course of the Business;
 - (C) re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the Xemoto Financial Statements; and
 - (D) as specifically contemplated by this Agreement;
- (iii) created any material Encumbrance upon any of its properties or the Xemoto Assets;

- (iv) sold, assigned, transferred, leased or otherwise disposed of any of its material properties or the Xemoto Assets;
 - (v) purchased, leased or otherwise acquired any material properties or assets;
 - (vi) waived, cancelled or written-off any material rights, claims, accounts receivable, or amounts payable to Xemoto;
 - (vii) entered into any transaction, contract, agreement or commitment, except in the ordinary course of the Business or as contemplated by this Agreement;
 - (viii) made any material change with respect to any method of management, operation or accounting in respect of the Business;
 - (ix) suffered any damage, destruction or loss (whether or not covered by insurance) which has materially adversely affected or could materially adversely affect the Business or the condition of Xemoto;
 - (x) increased any form of compensation or other benefits payable or to become payable to any of the employees of Xemoto, except increases made in the ordinary course of the Business;
 - (xi) made a declaration of force majeure with respect to its Business; or
 - (xii) authorized, agreed or otherwise become committed to do any of the foregoing.
- (y) **Dividends and Distributions:** Since the date of the Xemoto Financial Statements, Xemoto has not declared or paid any dividend or made any other distribution on any of its shares of any class or redeemed or purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.
- (z) **Tax Matters:**
- (i) Xemoto has duly and on a timely basis prepared and filed all tax returns and other documents required to be filed by it in respect of all Governmental Charges and such returns and documents are complete and correct and clearly and fairly represents the information and tax status of Xemoto for the relevant period.
 - (ii) Xemoto has paid all Governmental Charges which are due and payable by it on or before the date hereof. Adequate provision was made in the Xemoto Financial Statements for all Governmental Charges for the periods covered by the Xemoto Financial Statements. Xemoto has no liability for Governmental Charges other than those provided for in the Xemoto Financial Statements and those arising in the ordinary course since the date

of the Xemoto Financial Statements and for which adequate provisions have been made on the books of Xemoto.

- (iii) All Governmental Charges, assessments, levies and source deductions, if any, which Xemoto is required by law to withhold or to collect, including, without limitation, unemployment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to the best of its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by Xemoto or on behalf of it as required, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the Xemoto Financial Statements to the date as of which they were prepared and since that date will be duly entered in the accounts of Xemoto.
- (iv) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document or the payment of any Governmental Charges by Xemoto or the period for any assessment or reassessment of Governmental Charges.
- (v) On or before Closing, all returns of Xemoto for capital, excise, sales or use tax required to be filed by Xemoto before Closing shall be fully prepared and filed before Closing.
- (aa) **Litigation:** There are no judgments unsatisfied, consent decrees or injunctions or embargos to which Xemoto is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Xemoto) pending or, to the knowledge of Xemoto, threatened, by or against or affecting Xemoto, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality which will or may have a material adverse effect upon Xemoto. To the knowledge of Xemoto, there are no grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success, including, without limitation, on the basis of a breach of privacy legislation. Xemoto is not subject to any judgment, Order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the Transaction herein contemplated.
- (bb) **Special Meeting.** Xemoto shall convene a special meeting of shareholders of Xemoto as soon as possible to approve the Transaction.
- (cc) **Listing Statement.** The Listing Statement, as and when filed on SEDAR+, will contain disclosure of all facts relating to Xemoto as are required to be disclosed therein pursuant to the policies of the CSE. All information about Xemoto in the Listing Statement will be true and correct.

- (dd) **No Misrepresentation.** The covenants, representations and warranties of Xemoto contained in Section 3.1 hereof and elsewhere in this Agreement, and in any certificate executed by Xemoto or other material delivered by Xemoto under this Agreement, do not contain any untrue statement of a material fact or, considered in the context in which presented, omit to state a material fact necessary in order to make the statements and information contained herein or therein not misleading.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS OF UPI

4.1 Representations, Warranties and Covenants of UPI

UPI hereby represents and warrants to Xemoto as follows, and UPI confirms that Xemoto is relying upon the accuracy of each of such representations and warranties in connection with the completion of the Transaction hereunder:

- (a) **Incorporation:** UPI is a corporation incorporated under the provisions of the *Canada Business Corporations Act* with its registered office in the City of Toronto in the province of Ontario and its head office in the City of Toronto, in the province of Ontario. Newco is a corporation incorporated under the provisions of the *Business Corporations Act* (Ontario) with its registered office in the City of Toronto in the province of Ontario and its head office in the City of Toronto, in the province of Ontario.
- (b) **Status, Constatng Documents:** UPI has all necessary corporate power to own its assets and to carry on its businesses as it is now being conducted. The articles, by laws and other constating documents of each of UPI and Newco as made available to Xemoto are complete and accurate.
- (c) **Authority and Binding Obligation:** Each of UPI and Newco has good right, full corporate power and absolute authority to enter into this Agreement and the Amalgamation Agreement and to perform all of its obligations hereunder and thereunder. Each of UPI and Newco and their respective boards of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the Amalgamation Agreement.
- (d) **Corporate Records:** As of the date hereof, the corporate records and minute books of UPI and Newco are materially complete and accurate. The share certificate books, registered of security holders, register of transfers and register of directors and any similar corporate records of UPI and Newco are complete and accurate in all material respects.
- (e) **Authorized and Issued Capital:** As of the date hereof, the authorized capital of UPI consists of an unlimited number of UPI Shares. The issued capital of UPI consists of 49,217,408 UPI Shares on an undiluted basis, all of which have been duly issued and are outstanding as fully paid and non-assessable shares. As of the date hereof, the authorized capital of Newco consists of an unlimited number of

Newco Shares. The issued capital of Newco consists of 100 Newco Shares, all of which are legally and beneficially owned by UPI and which have been duly issued and are outstanding as a fully paid and non- assessable shares.

- (f) **No Options:** No Person has any agreement or options or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of UPI or for the issue of any other securities of any nature or kind of UPI except for options to purchase 4,035,000 UPI Shares at a weighted average exercise price of \$0.16.
- (g) **No Convertible Securities:** There are no outstanding securities of UPI or Newco that are convertible, exchangeable, or redeemable into UPI Shares, including, without limitation, warrants or preferred shares, other than options to purchase 4,035,000 UPI Shares at a weighted average exercise price of \$0.16.
- (h) **No Escrow:** To the knowledge of UPI, none of the outstanding UPI Shares are subject to escrow restrictions, pooling arrangements, voting trusts or unanimous shareholders agreements, whether voluntary or otherwise.
- (i) **Subsidiaries and Other Interests:** UPI has no subsidiaries other than Newco and, other than as disclosed to Xemoto, does not own any securities issued by, or any equity or ownership interest in, any other Persons. Newco has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. Neither of UPI nor Newco is subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.
- (j) **Compliance with Laws:** UPI has been conducting its business in compliance with all applicable laws and regulations of each jurisdiction in which it carries on such business and has not received a notice of material non-compliance, and there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.
- (k) **Title to UPI Assets by UPI:** UPI is the owner of and has good and marketable title to all of the UPI Assets, including, without limitation, all UPI Assets reflected in the UPI Financial Statements and all UPI Assets acquired by UPI after the date of the UPI Financial Statements.
- (l) **No Orders:** There are no outstanding material Orders, notices or similar requirements relating to UPI, Newco or the UPI Assets issued by any federal, state, provincial or municipal authority including, without limitation, occupational health and safety authorities and to the knowledge of UPI there are no matters under discussion with any such authorities relating to Orders, notices or similar requirements.
- (m) **Restrictions on Doing Business:** UPI is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit

business from any Person or in any geographical area or otherwise to conduct its business as UPI may determine. UPI is not subject to any legislation or any judgment, Order or requirement of any court or Governmental Authority which is not of general application to Persons carrying on a business similar to the business of UPI. To the knowledge of UPI, there are no facts or circumstances which could materially adversely affect the ability of UPI to continue to operate the business as presently conducted following the completion of the Transaction contemplated by this Agreement.

- (n) **No Guarantees:** UPI is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons.
- (o) **UPI Material Contracts:** UPI has provided or made available copies of all UPI Material Contracts to Xemoto. UPI is not in default or breach of any UPI Material Contract.
- (p) **Newco:** Other than this Agreement, Newco is not party to any agreement or contract of any kind and has no assets or liabilities. Newco was incorporated for the sole purpose of executing this Agreement and completing the Amalgamation.
- (q) **Partnerships or Joint Ventures:** UPI is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which UPI agrees to carry on any activity in such manner or by which UPI agrees to share any revenue or profit with any other Persons.
- (r) **Contractual and Regulatory Approvals:** Other than TSXV approval for the delisting application, and CSE approval with respect to the listing of the Resulting Issuer Shares, UPI is not under any obligation, contractual or otherwise, to request or obtain the consent of any Persons, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any federal, provincial, state, municipal or local government or governmental agency, board, commission or authority are required to be obtained by UPI in connection with the execution, delivery and performance by UPI of this Agreement or the completion of the Amalgamation.
- (s) **Transaction Compliance with Constating Documents, Agreements and Laws:** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by UPI, and the completion of the Transaction contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of UPI under:
 - (i) any term or provision of any of the articles, by-laws or other constating documents of UPI;

- (ii) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which UPI is a party or by which it is bound; or
 - (iii) any term or provision of any of the UPI Material Contracts or any Order of any court, Governmental Authority or regulatory body or any law or regulation to which UPI is subject.
- (t) **Shareholders' Agreements:** To the best of the knowledge of UPI, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of UPI.
- (u) **Materially Accurate:** All information, records and data furnished to Xemoto or its representatives and counsel pursuant to this Agreement, are accurate in all material respects.
- (v) **UPI Financial Statements:**
 - (i) the UPI Financial Statements have been prepared in accordance with IFRS, are true, correct and complete in all material respects and present fairly the financial condition of UPI as of the respective dates thereof; and
 - (ii) there has been no material adverse change to the financial condition of UPI since the date of the UPI Financial Statements.
- (w) **Liabilities of UPI:** There are no liabilities, contingent or otherwise, of UPI of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against UPI of any liabilities of any kind, other than:
 - (i) liabilities disclosed or reflected in or provided for in the UPI Financial Statements; and
 - (ii) liabilities incurred since the date of the UPI Financial Statements which were incurred in the ordinary course or in connection with the completion of the Amalgamation.
- (x) **Bankruptcy and Insolvency Matters:** No action or proceeding has been commenced or filed by or against UPI or which seek or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of UPI, the adjustment, compromise or composition of claims against UPI or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for UPI of any portion of the UPI Assets. No such action or proceeding has been authorized or is being considered by or on behalf of UPI and no creditor or equity security holder of UPI has threatened to commence or advise that it may commence, any such action or proceeding. UPI has not made nor is it considering making an assignment for the benefit of its creditors, and it has not requested nor is it

considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

- (y) **Broker's Fees:** UPI has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the Transaction except as otherwise provided for herein.
- (z) **Absence of Certain Changes or Events:** Other than in contemplation of the Amalgamation, since the date of the UPI Financial Statements, UPI has not:
 - (i) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course none of which is materially adverse to UPI;
 - (ii) paid or satisfied any obligation or liability, fixed or contingent, except:
 - (A) current liabilities included in the UPI Financial Statements;
 - (B) current liabilities incurred since the date of the UPI Financial Statements in the ordinary course, and
 - (C) re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the UPI Financial Statements;
 - (iii) created any Encumbrance upon any of the UPI Assets;
 - (iv) purchased, leased or otherwise acquired any properties or assets;
 - (v) waived, cancelled or written-off any material rights, claims, accounts receivable or any amounts payable to UPI;
 - (vi) entered into any transaction, contract, agreement or commitment, except in the ordinary course, except for the creation of Newco as a wholly owned subsidiary;
 - (vii) suffered any extraordinary loss relating to the UPI Assets;
 - (viii) made or incurred any material change in, or become aware of any event or condition which is likely to result in a material change in the condition of UPI; or
 - (ix) authorized, agreed or otherwise become committed to do any of the foregoing.
- (aa) **Dividends and Distributions:** UPI has never declared or paid any dividend or made any other distribution on any of its shares of any class or redeemed or

purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.

(bb) **Tax Matters:**

- (i) UPI has duly and on a timely basis prepared and filed all tax returns and other documents required to be filed by it in respect of all Governmental Charges and such returns and documents are complete and correct and clearly and fairly represents the information and tax status of UPI for the relevant period.
- (ii) UPI has paid all Governmental Charges which are due and payable by it on or before the date hereof. Adequate provision was made in the UPI Financial Statements for all Governmental Charges for the periods covered by the UPI Financial Statements. UPI has no liability for Governmental Charges other than those provided for in the UPI Financial Statements and those arising in the ordinary course since the date of the UPI Financial Statements and for which adequate provisions have been made on the books of UPI.
- (iii) All Governmental Charges, assessments, levies and source deductions, if any, which UPI is required by law to withhold or to collect, including, without limitation, unemployment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to the best of its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by UPI or on behalf of it as required, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the UPI Financial Statements to the date as of which they were prepared and since that date will be duly entered in the accounts of UPI.
- (iv) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document or the payment of any Governmental Charges by UPI or the period for any assessment or reassessment of Governmental Charges.
- (v) On or before Closing, all returns of UPI for capital, excise, sales or use tax required to be filed by UPI before Closing shall be fully prepared and filed before Closing.

- (cc) **Litigation:** Except as disclosed to Xemoto, there are no judgments unsatisfied, consent decrees or injunctions or embargos to which UPI is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of UPI) pending or, to the knowledge of UPI, threatened, by or against or affecting it, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality. To the knowledge of UPI, there are no grounds on which any such action, suit or proceeding might be

commenced with any reasonable likelihood of success. UPI is not subject to any judgment, Order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the Transaction herein contemplated.

(dd) **Reporting Issuer Status:**

- (i) UPI is a reporting issuer in the provinces of Ontario, British Columbia and Alberta and no material change relating to UPI has occurred with respect to which the requisite material change report has not been filed under applicable securities laws in such provinces and no such disclosure is currently on file with any securities commissions of such provinces on a confidential basis;
 - (ii) All press releases, material change reports, financial statements and other documents filed by, or on behalf of, UPI with the securities commissions in the provinces of Ontario, British Columbia and Alberta were, at the respective dates of such filings, true and correct in all material respects and collectively provide disclosure of all material facts relating to UPI required to be disclosed in accordance with applicable securities laws in such provinces and each such document did not contain any misrepresentation as of the respective dates of such filings;
 - (iii) The outstanding UPI Shares are listed for trading on the NEX board of the TSXV;
 - (iv) Except for a trading halt required by the TSXV for the Transaction contemplated herein, there are no current Orders ceasing or suspending trading in the securities of UPI nor prohibiting the sale of such securities has been issued to UPI or its directors, officers or promoters and, to the best of the knowledge of UPI, no investigations or proceedings for such purposes are pending or threatened; and
 - (v) UPI is not in material default of any applicable securities legislation of the provinces of Canada or of its listing agreement with the TSXV or any policies of the TSXV.
- (ee) **Duly Authorized.** The UPI Shares to be issued in exchange for Xemoto Shares in connection with the Amalgamation will be, at Closing, duly authorized, validly allotted and issued as fully paid, non-assessable shares in the share capital of UPI and in compliance with applicable Canadian corporate and securities laws.
- (ff) **Listing Statement.** The Listing Statement, as and when filed on SEDAR+, will contain disclosure of all facts relating to UPI as are required to be disclosed therein pursuant to the policies of the CSE. All information about UPI in the Listing Statement will be true and correct.

- (gg) **Special Meeting.** UPI shall convene a special meeting of shareholders of UPI as soon as possible to approve the following: (i) Name Change; (ii) the UPI LTIP; (iii) the delisting from the TSXV and subsequent listing on the CSE; (iv) the change of business of UPI; (v) election of directors to serve on UPI's board of directors for the ensuing year or until Closing; (vi) the fixing of the number of directors to serve on the board of the Resulting Issuer following Closing at seven; and (vii) the election of directors to serve of the Resulting Issuer's board of directors following Closing until the close of the next annual meeting of shareholders of the Resulting Issuer or until their successors are elected or duly appointed.
- (hh) **No Misrepresentation.** The covenants, representations and warranties of UPI contained in Section 4.1 hereof and elsewhere in this Agreement, and in any certificate executed by UPI or other material delivered by UPI under this Agreement, do not contain any untrue statement of a material fact or, considered in the context in which presented, omit to state a material fact necessary in order to make the statements and information contained herein or therein not misleading.

ARTICLE 5

COMPLETION OF ACQUISITION

5.1 Mutual Conditions

The obligation of each of UPI, Newco and Xemoto to complete the Transaction contemplated by this Agreement, is subject to the fulfillment of each of the following conditions precedent, unless waived in writing by UPI, Newco or Xemoto, as applicable:

- (a) **Approvals.** At Closing, there shall have been obtained the written consents or approvals, in form and substance satisfactory to each of UPI, Newco and Xemoto, acting reasonably, of any governmental or regulatory agency or Persons whose consent, waivers, forbearance or other approval to the Transaction contemplated hereby is required (including pursuant to any contract), and all conditions imposed upon such consents, waivers, forbearance or other approvals shall have been satisfied, including without limitation, the TSXV and the CSE;
- (b) **Listing of Securities.** The Resulting Issuer Shares, including the Resulting Issuer Shares issuable in connection with the Transaction, shall have been approved for listing and trading on the CSE;
- (c) **No Prohibition at Law.** At Closing, no prohibition at law against the completion of the Transaction contemplated by this Agreement shall be in existence;
- (d) **Closing.** The Closing shall occur on or prior to July 31, 2024, unless Xemoto and UPI mutually agree in writing to a later date; and
- (e) **Escrow.** Any Person who will be a post Closing shareholder of the Resulting Issuer which is required by the CSE to sign an escrow agreement in accordance with the policies of the CSE shall have signed and delivered such agreement.

If any such conditions shall not be fulfilled or waived in writing by UPI, Xemoto or Newco, as applicable, at or prior to Closing, either party may rescind this Agreement by written notice to the other parties and, in such event, UPI, Xemoto and Newco shall be released from all obligations hereunder without any cost or expense to the other.

5.2 UPI's Conditions

The obligation of UPI to complete the Transaction contemplated by this Agreement, is subject to the fulfillment of each of the following conditions precedent, unless waived in writing by UPI:

- (a) **Xemoto's Representations, Warranties and Covenants.** At Closing, Xemoto shall have executed, delivered and performed all covenants on its part to be performed hereunder and all representations and warranties contained in Section 3.1 shall be true and correct at Closing, with the same effect as if made on and as of such date, and a certificate to that effect signed by a duly authorized officer of Xemoto shall have been delivered to UPI as of the Closing Date;
- (b) **No Material Change.** On the Closing Date, there shall not have been any material adverse change in the condition (financial or otherwise), of the Xemoto Assets, liabilities, capitalization, or Business from that described in this Agreement and a certificate to that effect signed by a duly authorized officer of Xemoto shall have been delivered to UPI as of the Closing;
- (c) **Corporate Proceedings.** On the Closing Date, all necessary steps and corporate proceedings shall have been taken by Xemoto, its board of directors and shareholders to permit the Closing of the Transaction;
- (d) **Inspection of Financial Books and Records.** Until and including the date of Closing, Xemoto shall make available to UPI all material books, accounts, records and other financial and accounting data of Xemoto (including all available unaudited financial statements) in order to enable such representatives to make an examination of the same and shall cause the accountants of Xemoto to give all such material information concerning the affairs of same to such representatives as such representatives may reasonably request;
- (e) **Inspection of Non-Financial Books and Records.** Until and including Closing, Xemoto shall make available to UPI all Xemoto Documents, minute books and other corporate records and all documents of title and related records and other material data of Xemoto in order to enable UPI to make an examination of the same and without limiting the generality of the foregoing, including such technical and market information as UPI considers appropriate;
- (f) **No Investigations.** At Closing, there shall be no inquiry or investigation (either formal or informal), in relation to Xemoto or any of its directors or officers, commenced or threatened by any officer or official of the TSXV, the CSE, any securities commission, or any similar regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Xemoto, UPI or the Resulting Issuer upon Closing;

- (g) **Closing Documents.** Xemoto shall have executed and delivered to UPI all documents as UPI may reasonably request for the purposes of completing the Amalgamation in accordance with the terms of this Agreement; and
- (h) **Corporate Records.** At Closing, the corporate records and minute book of Xemoto will be materially complete and accurate, including the share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of Xemoto in all material respects.

If any such conditions shall not be fulfilled or waived in writing by UPI at or prior to Closing, UPI may rescind this Agreement by written notice to Xemoto and, in such event, UPI, Newco and Xemoto shall be released from all obligations hereunder.

5.3 Xemoto's Conditions

The obligations of Xemoto to complete the Transaction contemplated herein, are subject to the fulfillment of the following conditions precedent, unless waived in writing by Xemoto:

- (a) **UPI's Representations, Warranties and Covenants.** At Closing, UPI shall have executed, delivered and performed all covenants on its part to be performed hereunder and all representations and warranties contained in Section 4.1 shall be true and correct at Closing, with the same effect as if made on and as of such date, and a certificate to that effect signed by a duly authorized officer of UPI shall have been delivered to Xemoto as of the Closing Date;
- (b) **No Material Change.** At Closing, there shall not have been any material adverse change in the condition (financial or otherwise), of the UPI Assets, liabilities or capitalization from that described in this Agreement and a certificate to that effect signed by a duly authorized officer of UPI shall have been delivered to Xemoto as of the Closing Date, except for a decrease in UPI's working capital position reasonably necessary to facilitate the Transaction contemplated by this Agreement and to meet its customary obligations as a listed issuer on the applicable stock exchange, and as a "reporting issuer" in Ontario, Alberta, and British Columbia;
- (c) **Corporate Proceedings.** At Closing, all necessary steps and corporate proceedings, as approved by Xemoto, shall have been taken to permit the Resulting Issuer Shares to be duly and regularly issued by the Resulting Issuer as contemplated in this Agreement;
- (d) **Inspection of Financial Books and Records.** Until and including Closing, UPI shall make available to Xemoto all material books, accounts, records and other financial and accounting data of UPI and Newco (including all available unaudited financial statements) in order to enable such representatives to make an examination of the same and shall cause the accountants of UPI to give all such material information concerning the affairs of same to such representatives as such representatives may reasonably request;

- (e) **Inspection of Non-Financial Books and Records.** Until and including Closing, UPI shall make available to Xemoto all UPI Documents and Newco documents, minute books and other corporate records and all documents of title and related records and other material data of UPI and Newco in order to enable Xemoto to make an examination of the same;
- (f) **No Investigations.** At Closing, there shall be no inquiry or investigation (either formal or informal), in relation to UPI, Newco or any of their directors or officers, commenced or threatened by any officer or official of the TSXV, the CSE, any securities commission, or any similar regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on UPI or Newco;
- (g) **Closing Documents.** UPI and Newco shall have executed and delivered to Xemoto all documents as Xemoto may reasonably request for the purposes of completing the Amalgamation in accordance with the terms of this Agreement;
- (h) **Corporate Records.** At Closing, the corporate records and minute book of UPI will be materially complete and accurate, including the share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of UPI in all material respects;
- (i) **Name Change.** UPI shall have filed articles of amendment implementing the Name Change; and
- (j) **Resignation and Appointment of Officers and Directors.** UPI shall have delivered:
 - (i) resignations and releases executed by all current officers of UPI to take effect on Closing; and
 - (ii) resignations and releases executed by all current directors of UPI to take effect on Closing.

If any such conditions shall not be fulfilled or waived in writing by Xemoto at or prior to Closing, Xemoto may rescind this Agreement by written notice to UPI and Newco and, in such event, UPI, Newco and Xemoto shall be released from all obligations hereunder.

5.4 Satisfaction of Conditions

The conditions set out in this Article 5 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the parties, the Amalgamation is completed pursuant to the terms of the Amalgamation Agreement. UPI and Xemoto shall use their best efforts to cause each of the conditions to be satisfied by them in a timely manner on or before July 31, 2024, unless Xemoto and UPI mutually agree in writing to a later date.

ARTICLE 6

INTERIM OPERATIONS

6.1 Xemoto Carrying on Business to Closing

- (a) Up to Closing, Xemoto shall (1) carry on the Business in the normal and ordinary course consistent with past practice; (2) preserve the ongoing goodwill of Xemoto; and (3) ensure that key employees, if any, and key independent contractors continue their association with Xemoto and Xemoto undertakes to notify UPI of any event or occurrence during such period which might reasonably be considered to have a materially adverse effect on the Xemoto Assets or the Business.
- (b) Unless otherwise contemplated herein or approved by UPI in writing, which approval shall not be unreasonably withheld, during the period from the date hereof until the earlier of Closing or termination of this Agreement, Xemoto shall not:
 - (i) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of Xemoto, except in connection with this Agreement or the LOI;
 - (ii) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders;
 - (iii) purchase, cancel, retire, redeem or otherwise acquire any outstanding securities, rights, options, warrants or other securities of Xemoto other than as contemplated herein;
 - (iv) change, amend or modify the charter documents or by-laws of Xemoto;
 - (v) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business, or sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to UPI) which is interested in any such transactions;
 - (vi) sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to UPI) which is interested in any such transactions;
 - (vii) except as required by law, not to initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or potentially could

be in conflict with the Amalgamation and not to take actions of any kind which may reduce the likelihood of success of the Amalgamation; or

- (viii) do anything that would cause any of the representations and warranties of Xemoto contained in this Agreement to be false or misleading.
- (c) Xemoto shall provide to UPI upon request such information as may be necessary for UPI to include in the Listing Statement or to satisfy any other requirements of the CSE or applicable securities laws.

6.2 UPI Carrying on Business to Closing

- (a) Up to Closing, UPI shall carry on its business in the normal and ordinary course consistent with past practice, and UPI undertakes to notify Xemoto of any event or occurrence during such period which might reasonably be considered to have a materially adverse effect on the UPI Assets or the business of UPI.
- (b) Unless otherwise contemplated herein or approved by Xemoto in writing, which approval shall not be unreasonably withheld, during the period from the date hereof until the earlier of Closing or termination of this Agreement, UPI shall not:
 - (i) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of UPI, except in connection with this Agreement or the LOI;
 - (ii) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders;
 - (iii) purchase, cancel, retire, redeem or otherwise acquire any outstanding securities, rights, options, warrants or other securities of UPI other than as contemplated herein;
 - (iv) change, amend or modify the charter documents or by-laws of UPI;
 - (v) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business;
 - (vi) sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to Xemoto) which is interested in any such transactions;
 - (vii) except as required by law, not to initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or potentially could

be in conflict with the Amalgamation and not to take actions of any kind which may reduce the likelihood of success of the Amalgamation; or

- (viii) do anything that would cause any of the representations and warranties of UPI contained in this Agreement to be false or misleading.

6.3 Co-operation

UPI and Xemoto shall use their best efforts to:

- (a) assist and cooperate in obtaining all necessary consents, assignments, waivers, amendments or terminations to any instruments or take such other measures as may be appropriate to fulfill their obligations and carry out the Transaction contemplated hereunder;
- (b) furnish to the other party such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by the other party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other party of any significant development or material change relating to it promptly after becoming aware of any such development or change; and
- (c) promptly notify the other party in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and each party shall in good faith discuss with the other party such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice needs to be given to the other party pursuant to this section.

ARTICLE 7

TERMINATION AND WAIVER

7.1 Termination

- (a) The parties hereto may terminate this Agreement at any time prior to Closing upon written agreement of all the parties. In addition, this Agreement shall terminate automatically if the Amalgamation is not closed by 5:00 p.m. (Toronto time) on July 31, 2024 or such later date as UPI and Xemoto may agree upon in writing.
- (b) If, at any time prior to Closing, any representation and warranty, or covenant (which by its terms must be complied with or fulfilled at such time), made or given by Xemoto in this Agreement is not, in the case of a representation and warranty true and correct with the same force and effect as if given at and of such time, and, in the case of a covenant, is not being complied with or fulfilled in all material respects

and if such representation and warranty or covenant is not made true and correct or complied with or fulfilled in all material respects by action of Xemoto within 20 days of Xemoto receiving notice to that effect from UPI, then UPI, at the expiry of such period, by giving notice to Xemoto, may terminate this Agreement and its obligations hereunder.

- (c) If, at any time prior to Closing, any representation and warranty, or covenant (which by its terms must be complied with or fulfilled at such time), made or given by UPI in this Agreement is not, in the case of a representation and warranty true and correct with the same force and effect as if given at and of such time, and, in the case of a covenant, is not being complied with or fulfilled in all material respects and if such representation and warranty or covenant is not made true and correct or complied with or fulfilled in all material respects by action of UPI within 20 days of UPI receiving notice to that effect from Xemoto, then Xemoto, at the expiry of such period, by giving notice to UPI, may terminate this Agreement and its obligations hereunder.
- (d) If this Agreement is terminated, this Agreement will forthwith have no further force or effect and there will be no obligation on the part of Xemoto or UPI hereunder.
- (e) Nothing in this Section 7.1 will relieve any party from liability for any breach of this Agreement.

7.2 Amendment and Assignment

This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the parties hereto. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other parties hereto.

7.3 Waiver

Either of UPI or Xemoto may:

- (a) extend the time for the performance of any of the obligations or other acts of the other;
- (b) waive compliance with any of the other's agreement or the fulfilment of any conditions to its own obligations contained herein; or
- (c) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto; provided, however, that any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such party.

7.4 Break Fee

If this Agreement is terminated pursuant to either: (i) Section 7.1(a) to the extent that any acts or omissions by UPI are the primary cause of the failure of the parties to close the Amalgamation by 5:00 p.m. (Toronto time) on July 31, 2024, or such later date as UPI and Xemoto may agree upon in writing, or (ii) Section 7.1(c), then UPI shall pay to Xemoto a break fee in the amount of \$125,000.

The parties acknowledge that the payment of the break fee payable pursuant to this Section 7.4 will be made by wire transfer in immediately available funds to an account specified by Xemoto concurrently with the termination of this Agreement. The obligations set forth in this Section 7.4 shall survive any termination of this Agreement.

UPI hereby irrevocably waives any right it may have to raise as a defence that the break fee payable pursuant to this Section 7.4 is excessive or punitive. Upon receipt by Xemoto of such break fee, each of UPI and Xemoto, respectively, will have no further claim against the other in respect of the failure to complete the Transaction, provided that nothing herein will preclude UPI or Xemoto from seeking injunctive relief to restrain any breach or threatened breach by the other, of any of such other party's obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection therewith.

ARTICLE 8 **GENERAL**

8.1 Expenses

Each party shall be responsible for its own expenses.

8.2 Time of the Essence

Time shall be of the essence of this Agreement.

8.3 Governing Law

This Agreement shall be construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

8.4 Counterparts and Delivery

This Agreement may be executed in several counterparts and delivered by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

8.5 Notices

Any notice required or permitted to be given by a party hereto to the other shall be given in writing and addressed:

- (a) if to UPI at:

Universal PropTech Inc.
2905 - 77 King Street West
Toronto, Ontario, M5K 1H1 Attention: Jeff Berman
Email: jberman@universalproptech.com

- (b) if to Xemoto at:

Xemoto Media Ltd.
77 King Street West, Suite 3000
Toronto, Ontario M5K 1G8 Attention: Brandon Mina
Email: b.mina@xemotomedia.com

or at such other address as UPI or Xemoto, as applicable, shall have specified by notice actually received by the addressor, or to such other mailing or e-mail address as any party may from time to time notify the others of in accordance with this paragraph. Any demand, notice or communication made or given by personal delivery is conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by registered mail, on the fifth Business Day following the deposit thereof in the mail or, if made or given by e-mail transmission, on the first Business Day following the transmittal thereof and receipt of the appropriate answer back. If the party making or giving such demand, notice or communication knows or ought reasonably to know, of difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication is not to be mailed but is to be made or given by personal delivery or by e-mail transmission.

8.6 Further Assurances

The parties hereto will from time to time, on and after Closing, at the request and expense of the other parties hereto, execute and deliver all such other additional instruments, notices, releases, acquaintances, and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

8.7 Confidentiality

Except with the prior written consent of the applicable party, each of the parties hereto and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable law. All such information (including any copies) in written form and documents will be returned to the party originally delivering them and any electronic copies shall be deleted or destroyed in

the event that the transactions provided for in this Agreement are not consummated for any reason. Until the termination of this Agreement, UPI and Xemoto shall negotiate exclusively with one another and shall not negotiate or have discussions with, any third parties concerning any transactions which are similar in nature to the Amalgamation or inconsistent with the completion of the Amalgamation between the parties as contemplated herein.

8.8 Public Announcement

- (a) No news release or public announcement with respect the subject matter of this Agreement shall be made by either party, without the prior approval of the other parties.
- (b) Notwithstanding the foregoing, the parties may disclose any information required to be disclosed to any federal, provincial, state or local government or governmental agency or regulatory body, branch, board, agency or necessary to comply with applicable law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

UNIVERSAL PROPTECH INC.

Per:  /s/ "Jeffrey Berman"
 Jeffrey Berman
 President, Chief Executive Officer & Director
I have authority to bind the Corporation

XEMOTO MEDIA LTD.

Per:  /s/ "Brandon Mina"
 Brandon Mina
 Chief Executive Officer
I have authority to bind the Corporation

1000764922 ONTARIO INC.

Per:  /s/ "Jeffrey Berman"
 Jeffrey Berman
 President
I have authority to bind the Corporation

SCHEDULE "A"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the _____ day of _____, 2024 by and among Universal PropTech Inc. ("UPI"), 1000764922 Ontario Inc. ("Newco") and Xemoto Media Ltd. ("Xemoto").

WHEREAS Xemoto and Newco incorporated under the OBCA (as hereinafter defined);

AND WHEREAS Newco is a wholly-owned subsidiary of UPI;

AND WHEREAS Newco and Xemoto propose to amalgamate and continue as one corporation pursuant to the OBCA upon the terms and subject to the conditions hereinafter set out; and

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

1. Definitions.

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"Acquisition Agreement" means the acquisition agreement dated February 6, 2024 between the parties hereto;

"Agreement" means this agreement as the same may be amended, modified or supplemented from time to time;

"Amalco Shares" means the common shares in the capital of the Amalgamated Corporation;

"Amalgamated Corporation" means the corporation resulting from the Amalgamation;

"Amalgamation" means the amalgamation of Newco and Xemoto contemplated by this Agreement;

"Business Day" means a day which is not a Saturday, Sunday or a statutory holiday in the province of Ontario;

"CDS" means the Canadian Depository for Securities Limited;

"Certificate of Amalgamation" means the articles of amalgamation endorsed with a certificate by the Director in respect of the Amalgamation;

"CSE" means the Canadian Securities Exchange;

"Director" means the Director appointed under the OBCA;

"DRS Advice" means a Direct Registration System Advice from the Registrar and Transfer Agent;

"Effective Date" means the date of the Certificate of Amalgamation;

"Effective Time" means such time on the Effective Date as the parties agree;

"meeting" means the meeting of shareholders of Xemoto to, among other things, consider and approve the Amalgamation;

"Newco Shares" means the common shares in the capital of Newco;

"OBCA" means Business Corporations Act (Ontario);

"Registrar and Transfer Agent" means TSX Trust Company, and any other Person which may be appointed as registrar and transfer agent of UPI as applicable, from time to time;

"Resulting Issuer" means UPI as it exists upon completion of the Amalgamation to be known as BrandPilot AI Inc., or such other name determined by the board of directors of UPI at the instruction of Xemoto;

"Resulting Issuer Broker Warrants" means the broker warrants to be issued by the Resulting Issuer to the holders of Xemoto Broker Warrants in exchange for the Xemoto Broker Warrants which remain issued and outstanding at the Effective Time;

"Resulting Issuer Convertible Debentures" means the convertible debentures to be issued by the Resulting Issuer to the holders of the Xemoto Convertible Debentures in exchange for the Xemoto Convertible Debentures which remain outstanding at the Effective Time;

"Resulting Issuer Options" means the options to purchase Resulting Issuer Shares pursuant to the UPI LTIP to be issued to the holders of Xemoto Options outstanding at the Effective Time;

"Resulting Issuer RSUs" means restricted share units of the Resulting Issuer to be granted by the Resulting Issuer pursuant to the UPI LTIP in exchange for Xemoto RSUs outstanding at the Effective Time;

"Resulting Issuer Shares" means the common shares of the Resulting Issuer including those issued upon the Amalgamation;

"Resulting Issuer Warrants" means the common share purchase warrants to purchase Resulting Issuer Shares to be issued by the Resulting Issuer in exchange for the Xemoto Warrants which remain issued and outstanding at the Effective Time;

"Share Exchange Ratio" shall mean 0.225 of a UPI Share per Xemoto Share;

"TSXV" means the TSX Venture Exchange;

"UPI LTIP" means the omnibus long-term incentive plan of UPI, to be approved at the annual general and special meeting of UPI shareholders and adopted concurrently with the Closing of the Transaction;

"U.S. Person" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

"UPI Shares" means the common shares in the capital of UPI;

"U.S. Securities Act" means the United States Securities Act of 1933, as amended;

"Xemoto Broker Warrants" means the 2,119,200 broker warrants of Xemoto with an exercise price of \$0.05, and expiring as follows: 1,139,200 broker warrants expiring February 18, 2027; 148,000 broker warrants expiring March 18, 2027; 752,000 broker warrants expiring July 11, 2027 and 80,000 broker warrants expiring January 12, 2028;

"Xemoto Convertible Debentures" means the 100 convertible debentures of Xemoto issued on August 23, 2023 and purchased at \$1,000 per Xemoto Convertible Debenture. The Xemoto Convertible Debentures convert at a price of \$0.025 per Xemoto Share after 36 months, unless the volume-weighted average price of the Xemoto Shares on a recognized stock exchange equals or exceeds \$0.075 per share for a period of 20 consecutive trading days, in which case the Xemoto Convertible Debentures automatically convert into Xemoto Shares at \$0.075 per Xemoto Share;

"Xemoto Options" means the 18,590,000 options to purchase Xemoto Shares at a weighted average exercise price of \$0.024 per Xemoto Share (3,600,000 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.05; 1,666,666 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.02; 1,666,667 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.035; 1,666,667 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.04; and 9,990,000 Xemoto Options are convertible into Xemoto Shares at an exercise price of \$0.01125);

"Xemoto RSUs" means the 1,400,000 restricted share units of Xemoto;

"Xemoto Shares" means common shares in the capital of Xemoto; and **"Xemoto Warrants"** means the 25,978,123 issued and outstanding warrants of Xemoto at an exercise price of \$0.12 per share, expiring on the following dates: 12,063,795 on February 17, 2027; 7,120,000 on February 18, 2027; 925,000 on March 18; 2027; 569,328 on June 8, 2027; 4,700,000 on July 11, 2027; 600,000 on January 12, 2028.

2. Amalgamation.

Newco and Xemoto hereby agree to amalgamate and continue as one corporation under the provisions of the OBCA on the Effective Date upon the terms and subject to the conditions hereinafter set out. The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

3. Name.

The name of the Amalgamated Corporation shall be _____.

4. Registered Office.

The registered office of the Amalgamated Corporation shall be located at 3000-77 King St. W., Toronto, ON, M5K 1G8.

5. Authorized Capital.

The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of Amalco Shares. The rights, privileges, restrictions and conditions attaching to the Amalco Shares are set forth in Schedule 1 to this Agreement.

6. Restrictions on Shares.


There are no restrictions on the issue, transfer or ownership of Amalco Shares set out in the Certificate of Amalgamation.

7. Directors.

The board of directors of the Amalgamated Corporation shall consist of a minimum of one director and a maximum of ten directors. The number of directors of the Amalgamated Corporation and the number of directors to be elected at the annual meeting of the shareholders of the Amalgamated Corporation or by the signing of a resolution in lieu thereof, until changed in accordance with the OBCA, shall be one.

8. First Directors.

The name and address of each of the first directors of the Amalgamated Corporation shall be as follows:

Name	Address
Brandon Mina	

[REDACTED: personal address]

Each of the said first directors shall hold office until the first annual meeting of the shareholders of the Amalgamated Corporation, or until a successor is elected or appointed. The subsequent directors shall be elected in accordance with the provisions of the OBCA. The affairs and business of the Amalgamated Corporation shall be under the management of the board of directors of the Amalgamated Corporation from time to time, subject to the provisions of the OBCA.

9. Business.

There shall be no restrictions on the business which the Amalgamated Corporation is authorized to carry on or on the powers which the Amalgamated Corporation may exercise.

10. Entitlements on Amalgamation.

Upon the terms and subject to the conditions set forth herein, at the Effective Time:

- (a) Resulting Issuer Shares shall be issued to holders of Xemoto Shares in exchange for the delivery to UPI of all of the issued and outstanding Xemoto Shares (except for Xemoto Shares held by holders that have validly exercised their dissent rights). The aggregate number of Resulting Issuer Shares to be issued in exchange for the issued and outstanding Xemoto Shares shall be determined by multiplying the number of Xemoto Shares issued and outstanding on the Effective Date by the Share Exchange Ratio. No fractional Resulting Issuer Shares will be issued. To the extent any holder of Xemoto Shares would otherwise be entitled to receive a fractional number of Resulting Issuer Shares on the Effective Date, the number of Resulting Issuer Shares to be issued to such shareholder shall be rounded to the nearest whole Resulting Issuer Share with fractions of 0.5 being rounded up.
- (b) Resulting Issuer Options shall be issued under the UPI LTIP to the holders of the Xemoto Options in exchange for all of the Xemoto Options which remain outstanding on the Effective Date. The rate of exchange of Resulting Issuer Options for Xemoto Options shall be the equal to the Share Exchange Ratio. No fractional Resulting Issuer Options will be issued. To the extent any holder of Xemoto Options would otherwise be entitled to receive a fractional number of Resulting Issuer Options on the Effective Date, the number of Resulting Issuer Options to be issued to such holder of Xemoto Options shall be rounded to the nearest whole Resulting Issuer Option with fractions of 0.5 being rounded up. Each Resulting Issuer Option will be issued by Resulting Issuer on substantially the same terms as the Xemoto Option it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio).
- (c) Resulting Issuer Broker Warrants shall be issued to the holders of Xemoto Broker Warrants in exchange for the Xemoto Broker Warrants which remain outstanding on the Effective Date. The rate of exchange of Resulting Issuer Broker Warrants for Xemoto Broker Warrants shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer Broker Warrant will be issued. To the extent any holder of Xemoto Broker Warrants would otherwise be entitled to receive a fractional number of Resulting Issuer Broker Warrants on the Effective Date, the number of Resulting Issuer Broker Warrants to be issued to such holder of Xemoto Broker Warrants shall be rounded to the nearest whole Resulting Issuer Broker Warrant with fractions of 0.5 being rounded up. Each Resulting Issuer Broker Warrant will be issued by the Resulting Issuer on substantially the same terms as the Xemoto Broker Warrant it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio).

- (d) Resulting Issuer Warrants shall be issued to the holders of Xemoto Warrants in exchange for the Xemoto Warrants which remain outstanding on the Effective Date. The rate of exchange of Resulting Issuer Warrants for Xemoto Warrants shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer Warrant will be issued. To the extent any holder of Xemoto Warrants would otherwise be entitled to receive a fractional number of Resulting Issuer Warrants on the Effective Date, the number of Resulting Issuer Warrants to be issued to such holder of Xemoto Warrants shall be rounded to the nearest whole Resulting Issuer Warrant with fractions of 0.5 being rounded up. Each Resulting Issuer Warrant will be issued by the Resulting Issuer on substantially the same terms as the Xemoto Warrants it replaces (subject to appropriate adjustments to the exercise price inversely proportional to the Share Exchange Ratio).
- (e) Resulting Issuer RSUs shall be issued under the UPI LTIP to the holders of Xemoto RSUs for the Xemoto RSUs which remain outstanding on the Effective Date. The rate of exchange of Resulting Issuer RSUs for Xemoto RSUs shall be equal to the Share Exchange Ratio. No fractional Resulting Issuer RSUs will be issued. To the extent any holder of Xemoto RSUs would otherwise be entitled to receive a fractional number of Resulting Issuer RSUs on the Effective Date, the number of Resulting Issuer RSUs to be issued to such holder of Xemoto RSUs shall be rounded to the nearest whole Resulting Issuer RSU with fractions of 0.5 being rounded up. Each Resulting Issuer RSU will be issued by the Resulting Issuer on substantially the same terms as the Xemoto RSU it replaces.
- (f) Resulting Issuer Convertible Debentures shall be issued to the holders of Xemoto Convertible Debentures in exchange for the Xemoto Convertible Debentures which remain outstanding on the Effective Date. The conversion price of the Resulting Issuer Convertible Debentures issued in exchange for Xemoto Convertible Debentures shall be equal to the conversion price then in effect for the Xemoto Convertible Debentures multiplied by the inverse of the Share Exchange Ratio.
- (g) Each issued and outstanding Newco Share will be converted into one Amalco Share and each Newco Share will be cancelled without reimbursement of the capital in respect thereof.
- (h) As consideration for the issuance of the Resulting Issuer Shares to effect the Amalgamation, Amalco will issue to the Resulting Issuer one Amalco Share for each Resulting Issuer Share issued to the previous holders of Xemoto Shares.

Xemoto Shares held by holders who have validly exercised their dissent rights, if applicable, in connection with the applicable shareholder resolution to approve the Amalgamation in accordance with the OBCA will not be exchanged pursuant to this Section 10. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to the OBCA or forfeits its right to make a claim under the OBCA or if its rights as a shareholder of Xemoto are otherwise reinstated, the Xemoto Shares held by such holder shall thereupon be deemed to have exchanged for Resulting Issuer Shares as of the time of the Amalgamation in accordance with this Section.

11. Certificates.

At the Effective Time:

- (a) the registered holders of Xemoto Shares shall cease to be holders of Xemoto Shares, and shall be deemed to be registered holders of Resulting Issuer Shares to which they are entitled in accordance with Section 10 hereof, all certificates evidencing Xemoto Shares shall be null and void, and on or after the Effective Time of the Amalgamation, subject to the provisions of any escrow requirement, if applicable, the Resulting Issuer shall provide instructions to the Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Shares to which they are so entitled and/or register the holders thereof in book-entry only format in CDS' name in accordance with the following:
 - (i) holders of Xemoto Shares immediately prior to the Amalgamation (other than holders of Xemoto Shares that are U.S. Persons) will be issued physical certificates or DRS Advices representing Resulting Issuer Shares exchanged therefor; and
 - (ii) holders of Xemoto Shares immediately prior to the Amalgamation that are U.S. Persons will be issued physical certificates representing the Resulting Issuer Shares exchanged therefor, each bearing the appropriate legend with respect to United States securities laws matters as agreed by the parties.
- (b) the registered holders of, Xemoto Broker Warrants, Xemoto Warrants, Xemoto RSUs, Xemoto Options, and Xemoto Convertible Debentures, shall be deemed to be the registered holders of the Resulting Issuer Broker Warrants, Resulting Issuer Warrants, Resulting Issuer RSUs, Resulting Issuer Options, and Resulting Issuer Convertible Debentures, respectively, to which they are entitled in accordance with Section 10 hereof, all certificates and/or agreements evidencing such securities shall, in accordance with their terms, evidence such securities of the Resulting Issuer and the Resulting Issuer shall deliver notice to the holders of such securities of the foregoing or deliver amended certificates or agreements evidencing such securities of the Resulting Issuer as required; and
- (c) notwithstanding the foregoing, all certificates representing Xemoto Shares held by Persons who have validly exercised their dissent rights, shall represent only the right to receive fair value of the Xemoto Shares formerly represented by such certificates in accordance with the OBCA.

12. Effect of Amalgamation.

At the Effective Time:

- (a) Xemoto and Newco will be amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement;

- (b) each of Xemoto and Newco shall cease to exist as entities separate from the Amalgamated Corporation;
- (c) the property of each of Xemoto and Newco will continue to be the property of the Amalgamated Corporation;
- (d) the Amalgamated Corporation will continue to be liable for the obligations of each of Xemoto and Newco;
- (e) any existing cause of action, claim or liability to prosecution with respect to Xemoto or Newco will be unaffected;
- (f) any civil, criminal or administrative action or proceeding pending by or against Xemoto or Newco may be continued to be prosecuted by or against the Amalgamated Corporation;
- (g) any conviction against, or ruling, Order or judgment in favour of or against, Xemoto or Newco may be enforced by or against the Amalgamated Corporation; and
- (h) the articles of amalgamation will be deemed to be the articles of incorporation of the Amalgamated Corporation and the Certificate of Amalgamation will be deemed to be the certificate of incorporation of the Amalgamated Corporation.

13. Stated Capital.

The stated capital in respect of the Amalco Shares will be equal to the aggregate stated capital of the Newco Shares and the Xemoto Shares immediately prior to the Amalgamation.

14. By-laws.

The by-laws of Xemoto shall be the by-laws of the Amalgamated Corporation with such amendments thereto as may be necessary to give effect to this Agreement until repealed, amended, altered or added to.

15. Articles of Amalgamation.

Upon the shareholders of Xemoto and the shareholder of Newco approving, by special resolution, the Amalgamation, this Agreement and any variations thereof, and provided that the conditions to the completion of the Amalgamation specified herein and in the Acquisition Agreement have then been satisfied or waived, Newco and Xemoto shall jointly file, in duplicate, with the Director, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the OBCA.

16. Amendment.

This Agreement may at any time and from time to time before or after the holding of the Meeting be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation, change the time for performance of any of the obligations or acts of the parties hereto or waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; provided that no such amendment shall change the provisions hereof regarding the consideration to be received by shareholders of Xemoto in exchange for their Xemoto Shares without approval by the Xemoto shareholders given in the same manner as required for the approval of the Amalgamation.

17. Termination.

Subject to the terms of the Acquisition Agreement, this Agreement may be terminated by a resolution passed by the directors of Newco, UPI or Xemoto at any time before the issue of the Certificate of Amalgamation, notwithstanding the approval of this Agreement by the shareholders of either or each of UPI, Newco and Xemoto. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.

18. Further Assurances.

Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

19. Time of Essence.

Time shall be of the essence of this Agreement.

20. Binding Effect.

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

21. Assignment.

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

23. 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 will remain in full force and effect.

24. Counterparts and Delivery.

This Agreement may be executed in several counterparts and delivered by a facsimile or other electronic copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile or other electronic copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

UNIVERSAL PROPTECH INC.

Per: _____

Name: Jeffrey Berman

Title: President, Chief Executive Officer &
Director

I have authority to bind the Corporation

XEMOTO MEDIA LTD.

Per: _____

Name: Brandon Mina

Title: Chief Executive Officer

I have authority to bind the Corporation

1000764922 ONTARIO INC.

Per: _____

Name: Jeffrey Berman

Title: President

I have authority to bind the Corporation

Schedule 1

The common shares (the "**Common Shares**") of _____ (the "**Corporation**") shall have attached thereto the following rights, privileges, restrictions and conditions:

1. **Voting** The holders of the Common Shares shall be entitled to receive notice of and to attend and shall be entitled to one (1) vote at any meeting of the shareholders of the Corporation for each Common Share held.
2. **Dividends** The holders of the Common Shares shall be entitled to receive dividends as and when the directors shall in their discretion declare dividends on the Common Shares and pay the same.
3. **Dissolution** The holders of the Common Shares shall be entitled to receive the remaining property of the Corporation in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs.