i3 INTERACTIVE INC.

AND

INFLUENCERS INTERACTIVE INC.

BUSINESS COMBINATION AGREEMENT

June 18, 2020

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of June ____, 2020,

BETWEEN:

INFLUENCERS INTERACTIVE INC.,
a corporation existing under the laws of the Province of British Columbia
("**Influencers**")

- and -

i3 INTERACTIVE INC.,
a corporation existing under the laws of the Province of British Columbia
("**I3** ")

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS pursuant to the Letter of Intent (as defined below), Influencers and I3 propose to combine the business and assets of Influencers with those of I3 and upon completion of such business combination, I3 will, through Amalco (as defined below), carry on the business presently carried on by Influencers with the name "Influencers Interactive Inc." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Influencers;

AND WHEREAS the Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the BCBCA (as defined below) and related transaction steps;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this business combination agreement, including the schedules attached hereto, as the same may be amended or supplemented from time to time;

"**Amalco**" means the amalgamated corporation resulting and continuing from the Amalgamation;

"**Amalco Shares**" means the common shares in the share capital of Amalco;

"**Amalco 2**" means the amalgamated corporation resulting and continuing from the Debtco Amalgamation;

"**Amalco 2 Shares**" means the common shares in the share capital of Amalco 2;

"**Amalgamation**" means the amalgamation of Influencers and Subco by way of a "three-cornered amalgamation" with I3 under the provisions of Section 270 of the BCBCA and pursuant to the terms of the Documents;

"**Amalgamation Agreement**" means the agreement among Influencers, I3 and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule "A" to this Agreement;

"**Amalgamation Application**" means the amalgamation application to be filed with the Registrar, as contemplated by the BCBCA, in substantially the form set out in Exhibit "A" to the Amalgamation Agreement;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) as the same has been and may hereafter from time to time be amended;

"**Business Combination**" means the series of transactions, as detailed in section 2.1 of this Agreement, through which the businesses of Influencers and I3 will be combined;

"**Business Day**" means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Vancouver, British Columbia and Toronto, Ontario;

"**Certificate of Amalgamation**" means a certificate in respect of an amalgamation issued by the Registrar pursuant to the BCBCA, giving effect to an amalgamation;

"**Completion Deadline**" means July 31, 2020 or such later date as may be mutually agreed between the Parties in writing;

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

"**CSE Escrow Agreement**" means the form of escrow agreement that the CSE requires I3 to enter into pursuant to the listing of the I3 Shares in accordance with Policy 2 of the CSE;

"**Debtco**" means 1250312 B.C. Ltd., a newly incorporated, wholly-owned Subsidiary of I3;

"**Debtco Amalgamation**" means the amalgamation of Debtco and Subco 2 by way of a "three-cornered amalgamation" with I3 under the provisions of Section 270 of the BCBCA, on substantially the terms set forth in section 2.1(e) of this Agreement;

"**Debtco Amalgamation Agreement**" means the agreement among I3 , Debtco and Subco 2 in respect of the Debtco Amalgamation, on substantially the terms set forth in section 2.1(e) of this Agreement;

"**Debtco Amalgamation Application**" means the amalgamation application to be filed with the Registrar, as contemplated by the BCBCA, in order to effect the Debtco Amalgamation;

"**Debtco Debt Conversion**" has the meaning ascribed thereto in section 2.1(e) hereof;

"**Debtco Settlement Units**" means units of Debtco, each comprised of one Debtco Share and one Debtco Warrant, with each such warrant entitling the holder thereof to purchase one (1) Debtco Share at a price of $0.25 per share for a period of three years following the date of issuance;

"**Debtco Shares**" means common shares in the capital of Debtco;

"**Debtco Warrants**" means warrants of Debtco entitling the holders to purchase Debtco Shares;

"**Debt Instrument**" has the meaning ascribed thereto in section 3.1(aa) hereof;

"**Depositary**" means such Person as I3 may appoint to act as depositary in relation to the Business Combination;

"Disclosure Documents" has the meaning ascribed thereto in section 3.2(i) hereof;

"**Dissenting Influencers Shares**" means the Influencers Shares held by Dissenting Shareholders;

"**Dissenting Shareholder**" means a registered holder of Influencers Shares who, in connection with the special resolution of the Influencers Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 238 of the BCBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Influencers Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 245 of the BCBCA;

"**Documents**" means, collectively, this Agreement and the Amalgamation Agreement;

"**DRS Advice**" means a statement evidencing a shareholding position under the Direct Registration System;

"**Effective Date**" means the date shown on the Certificate of Amalgamation giving effect to the Amalgamation;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or such other time on the Effective Date as may be agreed by Influencers and I3;

"**Environmental Laws**" has the meaning ascribed thereto in section 3.2(v) hereof;

"**fair value**" where used in relation to an Influencers Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 245 of the BCBCA or as agreed between Influencers and the Dissenting Shareholder;

"**I3"** means i3 Interactive Inc.;

"**I3 Convertible Securities**" means, collectively, I3 Options and I3 Warrants;

"**I3 Debt**" means up to $1,600,000 in debt owed by I3;

"**I3 Director Appointments**" means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of I3 to consist of three (3) directors, as more particularly set out in section 2.3;

"I3 Expenses" has the meaning ascribed to thereto in section 8.3 hereof;

"**I3 Financial Statements**" has the meaning ascribed thereto in section 3.2(f) hereof;

"**I3 Name Change**" means, subject to the completion of the Amalgamation, a change in the name of I3 to "Influencers Interactive Inc." or such other similar name as may be accepted by the relevant regulatory authorities and mutually agreed upon in writing by I3 and Influencers;

"**I3 Options**" means the stock options of I3 entitling the holders to purchase I3 Shares;

"**I3 Shareholder**" means a registered holder of I3 Shares;

"**I3 Shares**" means the issued and outstanding common shares in the capital of I3;

"**I3 Warrants**" means warrants of I3 entitling the holders to purchase I3 Shares;

"**Financing**" means a non-brokered private placement by Influencers of Influencers Units at a price of $0.25 per Influencers Unit, for gross proceeds of a minimum of $5,000,000, to be closed in one or more tranches prior to completion of the Business Combination;

"**Finder's Fee Units**" means up to 7,000,000 units of I3 to be issued to certain finders immediately prior to closing of the Business Combination, each such unit being comprised of one (1) I3 Share and one (1) I3 Warrant, each

such warrant entitling the holder thereof to purchase one (1) I3 Share at a price of $0.25 per share for a period of three years following the Business Combination;

"**Governing Documents**" means, in respect of each Party, as applicable, its certificate, its notice of articles, as amended, and its by-laws, as amended;

"**Government Authority**" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE;

"**i3 Stock Option Plan**" means the stock option plan adopted by i3 on June 17, 2020;

"**IFRS**" means International Financial Reporting Standards applicable as at the relevant date;

"**in writing**" means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

"**Influencers**" means Influencers Interactive Inc.;

"**Influencers Convertible Securities**" means, collectively, Influencers Options and Influencers Warrants;

"**Influencers Financial Statements**" means the audited comparative consolidated financial statements of Influencers as at and for the year ended December 31, 2019, and the audited consolidated financial statements of Influencers for the period from incorporation to December 31, 2018;

"**Influencers Meeting**" means a special meeting of the Influencers Shareholders to be held in order to seek shareholder approval for the Amalgamation;

"**Influencers Option Issuance**" has the meaning ascribed thereto in section 2.1(f) hereof;

"**Influencers Options**" means stock options to purchase Influencers Shares;

"**Influencers Shareholder**" means a registered holder of Influencers Shares, from time to time, and "**Influencers Shareholders**" means all such holders;

"**Influencers Shares**" means the issued and outstanding common shares in the capital of Influencers;

"**Influencers Subsidiaries**" means BlitzBet Sports Marketing Ltd., BlitzBet Sports Malta Ltd., BlitzBet Sports Holding Ltd., BlitzBet Sports USA Inc.;

"**Influencers Unit**" means a unit of Influencers, each comprised of one (1) Influencers Share and one (1) Influencers Warrant, each Influencers Warrant entitling the holder thereof to purchase one (1) Influencers Share at an exercise price of $0.50 per share for a period of two (2) years from the date of issuance, subject to acceleration in certain circumstances;

"**Influencers Warrant Issuance**" has the meaning ascribed thereto in section 2.1(d) hereof;

"**Influencers Warrants**" means warrants of Influencers entitling the holders to purchase Influencers Shares;

"**JD Debt Settlement Agreement**" means the debt settlement agreement dated June 11, 2020 between Jeffrey Dye and Influencers, a copy of which has been provided to the parties to this Agreement;

"**JD Share Repurchase Agreement**" means the share repurchase agreement dated June 11, 2020 between Jeffrey Dye and Influencers, a copy of which has been provided to the parties to this Agreement;

"**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, statutory body or self-regulatory authority, and the term "**applicable**" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Government Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"**Letter of Intent**" means the letter of intent between the Parties dated January 8, 2020;

"**Letter of Transmittal**" means a letter of transmittal to be sent to holders of Influencers Shares for use in connection with the Business Combination and in order to receive the I3 Shares to which they are entitled after giving effect to the Amalgamation;

"**Listing Statement**" means a listing statement to be prepared by I3 with the assistance of Influencers, in respect of the proposed listing of the I3 Shares in accordance with Policy 2of the CSE;

"**Lock-up Agreements**" means the lock-up agreements between I3 and certain securityholders of I3 and Influencers, entered into on or prior to the Effective Date in substantially the form of agreement attached hereto as Schedule "B";

"**Material Adverse Change**" means any change in the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, which is materially adverse to the business of such Party and its Subsidiaries, considered as a whole, other than a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the sports betting and gambling industry as a whole; (c) resulting from the COVID-19 pandemic, including any impact that COVID-19 may have on capital markets and general economic conditions; or (d) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"**Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the sports betting and gambling industry as a whole; (c) resulting from the COVID-19 pandemic, including any impact that COVID-19 may have on capital markets and general economic conditions; or (d) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"**material fact**" has the meaning ascribed thereto in the *Securities Act* (Ontario) as the same has been and may hereafter from time to time be modified;

"**Party**" means each of I3 and Influencers individually, and collectively, the "**Parties**";

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;

"**Registrar**" means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;

"**Regulatory Approval**" means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and "**Regulatory Approvals**" means all such approvals, consents, waivers, permits, orders or exemptions;

"**Reporting Jurisdictions**" has the meaning ascribed thereto in section 3.2(i) hereof;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval available at www.sedar.com;

"**Subco Shares**" means the common shares in the capital of Subco;

"**Subco**" means 1250313 B.C. Ltd., a corporation incorporated under the Laws of the Province of British Columbia as a wholly-owned Subsidiary of I3 for the sole purpose of effecting the Amalgamation;

"**Subco 2**" means 1250310 B.C. Ltd., a corporation incorporated under the Laws of the Province of British Columbia as a wholly owned Subsidiary of I3 for the sole purpose of effecting the Debtco Amalgamation;

"**Subco 2 Shares**" means the common shares in the capital of Subco 2;

"**Subsidiary**" has the meaning ascribed thereto in the BCBCA;

"**Taxes**" has the meaning ascribed thereto in section 3.1(s) hereof;

"**Termination Payment**" has the meaning ascribed thereto in section 8.3 hereof;

"**U.S. Accredited Investor**" means an accredited investor as defined in Rule 501(a) under the U.S. Securities Act;

"**U.S. Person**" has the meaning ascribed to such term in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction

or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

1.7 Attornment

The Parties hereby irrevocably and unconditionally consent to and attorn to the courts of the Province of Ontario for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

ARTICLE 2
THE BUSINESS COMBINATION

2.1 Business Combination Steps

Influencers and I3 agree to effect the combination of their respective businesses and assets by way of the Business Combination. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this section 2.1, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

(a) Influencers shall:

(i) not later than June 15, 2020, duly convene the Influencers Meeting at which the Influencers Shareholders will be asked to approve the Amalgamation (or in the alternative, Influencers shall obtain approval for the Amalgamation by consent resolution of the Influencers Shareholders); and

(ii) use all commercially reasonable efforts to obtain the approval of the Influencers Shareholders for the Amalgamation;

(b) I3 shall, prior to the Effective Date, seek approval of the I3 Shareholders for the Amalgamation by consent if required pursuant to the policies of the CSE;

(c) Influencers shall use commercially reasonable efforts to complete the Financing;

(d) I3 , Debtco and each of the creditors under the I3 Debt will enter into debt assignment and assumption agreements, under which Debtco will assume all of I3 ’s burdens, obligations, and

liabilities under the I3 Debt, and such creditors will release and discharge I3 from the I3 Debt (the "**I3 Debt Assignment**").

(e) I3 and Debtco will effect the combination of their respective businesses and assets by way of a "three-cornered amalgamation" among I3, Debtco and Subco 2 in accordance with the provisions of the BCBCA, pursuant to which:

(i) I3, Debtco and Subco 2 will enter into the Debtco Amalgamation Agreement;

(ii) I3, as sole shareholder of Subco 2 and Debtco, will deliver consent resolutions in writing for Subco 2 and Debtco approving the Amalgamation;

(iii) Debtco shall settle the I3 Debt by issuing Debtco Settlement Units to the holders of the I3 Debt on the basis of one (1) Debtco Settlement Unit in settlement of each $0.04 of I3 Debt (the "**Debtco Debt Conversion**");

(iv) Subco 2 and Debtco shall jointly complete and file the Debtco Amalgamation Application with the Registrar;

(v) Upon the issuance of a Certificate of Amalgamation giving effect to the Debtco Amalgamation, Subco 2 and Debtco shall be amalgamated and shall continue as one company effective on the date of the Certificate of Amalgamation under the terms and conditions prescribed in the Debtco Amalgamation Agreement;

(vi) As a result of the Debtco Amalgamation:

(A) holders of outstanding Debtco Shares shall receive one I3 Share for each Debtco Share held;

(B) each outstanding Subco 2 Share will be exchanged for Amalco 2 Shares on the basis of one (1) Amalco 2 Share for each one (1) Subco 2 Share;

(C) I3 Warrants shall be issued to the holders of Debtco Warrants in exchange and replacement for, on equivalent terms and on a 1:1 basis, such Debtco Warrants, which shall thereby be cancelled;

(D) as consideration for the issuance of the I3 Shares to the holders of Debtco Shares to effect the Debtco Amalgamation, Amalco 2 will issue to I3 one (1) fully paid Amalco 2 Share for each one (1) I3 Share so issued;

(E) I3 shall add to the capital maintained in respect of the I3 Shares an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the Debtco Shares immediately prior to the effective time of the Debtco Amalgamation;

(F) all of the property and assets of each of Debtco and Subco 2 will be the property and assets of Amalco 2 and Amalco 2 will be liable for all of the liabilities and obligations of each of Debtco and Subco 2; and

(G) Amalco 2 will be a wholly-owned Subsidiary of I3;

(f) Influencers shall issue 7,000,000 Influencers Warrants, to such parties as I3 directs, and having a form of warrant certificate determined by I3 , each such Influencers Warrant entitling the holder thereof to purchase one Influencers Share at a price of $0.05 per share for a period of three years

following the issuance of such Influencers Warrants (the "**Influencers Warrant Issuance**"), and shall issue up to 4,000,000 Influencers Options to such parties as I3 directs, and having a form of option certificate determined by I3 , each such Influencers Option entitling the holder thereof to purchase one Influencers Share at a price of $0.10 per share for a period of three years following the issuance of such Influencers Options (the "**Influencers Option Issuance**");

(g) Influencers and Subco shall amalgamate by way of statutory amalgamation under Section 270 of the BCBCA on the terms and subject to the conditions contained in the Documents, and Influencers and I3 further agree that the Effective Date shall occur within five (5) Business Days following the satisfaction or waiver of the conditions herein contained in favour of each Party or such other date as may be mutually agreed upon;

(h) I3 shall issue the Finder's Fee Units to the finders;

(i) the Parties shall cause the Amalgamation Application to be filed to effect the Amalgamation, pursuant to which:

(i) I3 and Influencers will effect the combination of their respective businesses and assets by way of a "three-cornered amalgamation" among I3, Influencers and Subco in accordance with the provisions of the BCBCA;

(ii) I3, as sole shareholder of Subco, will deliver a consent resolution in writing for Subco approving the Amalgamation;

(iii) Subco and Influencers shall jointly complete and file the Amalgamation Application with the Registrar;

(iv) Upon the issuance of a Certificate of Amalgamation giving effect to the Amalgamation, Subco and Influencers shall be amalgamated and shall continue as one company effective on the date of the Certificate of Amalgamation under the terms and conditions prescribed in the Amalgamation Agreement;

(v) As a result of the Amalgamation:

(A) subject to section 2.1(j), holders of outstanding Influencers Shares shall receive one I3 Share for each Influencer Share held;

(B) each outstanding Subco Share will be exchanged for Amalco Shares on the basis of one (1) Amalco Share for each one (1) Subco Share;

(C) I3 Warrants shall be issued to the holders of Influencers Warrants in exchange and replacement for, on equivalent terms and on a 1:1 basis, such Influencers Warrants, which shall thereby be cancelled;

(D) I3 Options shall be issued to the holders of Influencers Options in exchange and replacement for, on equivalent terms and on a 1:1 basis, such Influencers Options, which shall thereby be cancelled;

(E) as consideration for the issuance of the I3 Shares to the holders of Influencers Shares to effect the Amalgamation, Amalco will issue to I3 one (1) fully paid Amalco Share for each one (1) I3 Share so issued;

(F) I3 shall add to the capital maintained in respect of the I3 Shares an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the Influencers Shares immediately prior to the Effective Time;

(G) all of the property and assets of each of Influencers and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of Influencers and Subco; and

(H) Amalco will be a wholly-owned Subsidiary of I3;

(j) in accordance with section 8.4, Influencers Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by section 2.1(i)(v). However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under Section 238 of the BCBCA or forfeits its right to make a claim under Section 238 of the BCBCA or if its rights as a Influencers Shareholder are otherwise reinstated, such Dissenting Shareholder's Dissenting Influencers Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by section 2.1(i)(v);

(k) immediately following the filing of the Amalgamation Application to effect the Amalgamation, I3 will: (i) reconstitute its board of directors to give effect to the I3 Director Appointments, and (ii) file a notice of alteration to give effect to the I3 Name Change;

(l) as soon as practicable after the Effective Date, in accordance with normal commercial practice and section 2.2(g), I3 shall issue or cause to be issued certificates, DRS Advices or electronic positions within CDS representing the appropriate number of the I3 Shares to the former Influencers Shareholders. No fractional I3 Shares will be delivered to any Influencers Shareholder otherwise entitled thereto and instead the number of I3 Shares to be issued to each former Influencers Shareholder will be rounded down to the nearest whole number;

(m) the Parties acknowledge that the CSE may require some of the I3 Shares and other securities issued pursuant to the Business Combination to be held in escrow and Influencers and I3 , as applicable, agree to comply and use its reasonable efforts to cause its shareholders to comply with all such escrow requirements of the CSE including the execution and delivery of the CSE Escrow Agreement; and

(n) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that is necessary or useful to give effect to the Business Combination.

2.2 Implementation Covenants

(a) **Listing Statement.** I3 shall use commercially reasonable efforts to prepare the Listing Statement, together with any other documents required by the applicable Laws in connection with the proposed listing of the I3 Shares, and Influencers shall use commercially reasonable efforts to assist I3 in preparing the Listing Statement. Influencers and I3 shall jointly file the final Listing Statement required by the applicable Laws as soon as reasonably practicable and shall use all commercially reasonable efforts to file the final Listing Statement no later than ten (10) Business Days following the Effective Date.

(b) **Preparation of Influencers Meeting Documentation.** Influencers shall duly prepare documentation required in connection with the Influencers Meeting and deliver such documentation to Influencers Shareholders in accordance with the provisions of applicable Laws.

(c) **Listing.** I3 shall use all commercially reasonable efforts to have all of the I3 Shares, including those issuable upon exercise of the I3 Convertible Securities, accepted for listing by the CSE.

(d) **Resolution in Lieu of Subco Shareholder Meeting**. I3, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing as the sole shareholder of Subco approving the Amalgamation.

(e) **Preparation of Filings.** Influencers and I3 shall cooperate in the preparation of any documents and taking of all actions reasonably deemed by Influencers or I3 to be necessary to discharge their respective obligations under applicable Laws in connection with the Business Combination and all other matters contemplated in the Documents, and in connection therewith:

(i) each of Influencers and I3 shall furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in this Article 2, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Business Combination will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used;

(ii) each of Influencers and I3 shall ensure that the Listing Statement complies with all applicable Laws and, without limiting the generality of the foregoing, that the Listing Statement does not contain any untrue statement of a material fact or omit to state a material fact with respect to itself required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(f) **Amalgamation Agreement, etc.** The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule "A" to this Agreement. I3 shall cause Subco, subject to the terms and conditions of this Agreement and subject to and following the satisfaction or waiver of the conditions herein contained in favour of each Party, to deliver to Influencers the duly executed Amalgamation Application and related documents which will be filed by Influencers with the Registrar.

(g) **I3 Shares and Procedures**.

(i) On the Effective Date: (i) the Influencers Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Influencers Shares) shall be deemed to be the registered holders of the I3 Shares to which they are entitled hereunder; (ii) I3 shall deposit such I3 Shares with the Depositary and/or the electronic positions representing such I3 Shares with CDS, as applicable, to satisfy the consideration issuable to such Influencers Shareholders; and (iii) certificates formerly representing Influencers Shares which are held by such Influencers Shareholders shall cease to represent any claim upon or interest in Influencers other than the right of the registered holder to receive the number of I3 Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.

(ii) As soon as reasonably practicable after the Effective Date, the Depositary will forward to, or hold for pick-up by, each former Influencers Shareholder that submitted a duly completed Letter of Transmittal or DRS Advices or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the Influencers Shares held by such Influencers Shareholder or such other evidence of ownership of such Influencers

Shares as is satisfactory to the Depositary, acting reasonably, (i) the certificates or DRS Advices representing the I3 Shares to which such Influencers Shareholder is entitled, in accordance with its Letter of Transmittal, or (ii) confirmation of a non-certificated electronic position transfer in CDS representing the I3 Shares to which such Influencers Shareholder is entitled, in accordance with its Letter of Transmittal, all in accordance with the provisions of the Amalgamation Agreement.

(iii) I3, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and I3 shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled hereunder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by I3 will be evidence of I3 's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number of Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

2.3 Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and after giving effect to the I3 Director Appointments, and subject to approval by the CSE, the board of directors and senior officers of I3 shall consist of the following:

Name	Title
Chris Neville	Chief Executive Officer, Director
Binyomin Posen	Director
Troy James Grant	Director
James Henning	Chief Financial Officer

2.4 Accredited Investor Status of U.S. Holders

Each holder of Influencers Shares, Influencers Options, or Influencers Warrants who is resident in the United States or otherwise a "U.S. Person", as defined in Regulation S under the U.S. Securities Act, is in the United States, or consents to the Business Combination from within the United States, will, as a condition of receiving I3 Shares, I3 Options, I3 Warrants, as applicable, upon completion of the Business Combination, be required to deliver a certificate in a form satisfactory to I3 and Influencers as to their status as a U.S. Accredited Investor, together with any supporting information as reasonably requested by I3 or Influencers in order to confirm their status or information regarding the availability of an exemption from the registration requirements of the U.S. Securities Act and applicable state securities Laws for the issuance of such securities of I3 to such holder and any certificate representing such securities delivered to such holder shall bear a U.S. legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (I) RULE 144A OF THE U.S. SECURITIES ACT, IF APPLICABLE, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM

NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE OF RULE 144A, OR (II) RULE 144 OF THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(II) AND (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

In addition, all I3 Options and I3 Warrants issued to the holders of Influencers Options and Influencers Warrants will also bear the following legend:

"THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"). THIS SECURITY MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Influencers

Influencers hereby represents and warrants to I3, and acknowledges that I3 is relying upon such representations and warranties in connection with the entering into of this Agreement, as follows:

(a) Influencers has been duly incorporated and is validly existing under the Laws of the Province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(b) the Influencers Subsidiaries are the only Subsidiaries of Influencers. Each of the Influencers Subsidiaries has been duly incorporated and is validly existing under the Laws of its jurisdiction of formation and is current and up-to-date with all filings required to be made by it in such jurisdiction, all of the issued shares in the capital of each of the Influencers Subsidiaries are owned directly or indirectly by Influencers, free and clear of any pledge, lien, security interest, charge, claim or encumbrance or in relation to intercorporate security;

(c) Influencers has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;

(d) the authorized capital of Influencers consists of an unlimited number of Influencers Shares, of which, at the date hereof, there are 76,201,965 Influencers Shares issued and outstanding, of which 9,229,333 will be repurchased under the JD Share Repurchase Agreement;

(e) except for the Influencers Convertible Securities neither Influencers nor any one of the Influencers Subsidiaries is a party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Influencers

Shares or any shares of any one of the Influencers Subsidiaries, or securities convertible into or exchangeable for Influencers Shares or shares of any of the Influencers Subsidiaries;

(f) the Influencers Financial Statements, in each case have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position of Influencers as at such dates, and do not omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;

(g) Influencers is not a reporting issuer nor an associate of any reporting issuer (as defined in the *Securities Act* (Ontario) or the *Securities Act* of any other province or territory of Canada) and the Influencers Shares do not trade on any exchange;

(h) Influencers and each of the Influencers Subsidiaries has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licences issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by Influencers (to the extent permissible by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), Illegal Gambling Business Act (IGBA) and other federal and state laws in the United States that prohibit gaming and sports betting activities), and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licences. Influencers has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or licence which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Influencers;

(i) Influencers and each of the Influencers Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;

(j) each of the Documents has been or at the Effective Time will be, duly authorized, executed and delivered by Influencers and constitutes a valid and binding obligation of Influencers enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable Laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other Laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Influencers, other than the approval of the Amalgamation by the Influencers Shareholders, is necessary to authorize this Agreement and the transactions contemplated hereby;

(k) the entering into and the performance by Influencers of the Business Combination contemplated in the Documents: (a) do not require any consent, approval, authorization or order of any court or governmental agency, body or Governmental Authority, except that which may be required under applicable corporate and securities legislation and the policies of the CSE; (b) will not contravene any statute or regulation of any Governmental Authority which is binding on Influencers where such contravention would have a Material Adverse Effect; and (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Influencers or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Influencers is a party, or any judgment, decree or order or any term or provision thereof;

(l) there is no action, suit, litigation, arbitration, investigation, inquiry or other proceedings in progress, or, to the best of Influencers' knowledge, pending or threatened against or relating to

Influencers or any one of Influencers Subsidiaries, or its other material assets and there is not outstanding against Influencers or any one of Influencers Subsidiaries, any judgement, decree, injunction, rule or order of any court, government, department, commission, agency, or arbitrator.

(m) there are no plans for retirement, bonus, stock purchase, profit sharing, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation incentive or otherwise contributed to or required to be contributed to, by Influencers for the benefit of any current or former director, officer, employee or consultant of Influencers or the Influencers Subsidiaries;

(n) Influencers and each of the Influencers Subsidiaries is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Influencers or the Influencers Subsidiaries;

(o) Influencers and each of the Influencers Subsidiaries is not a party to or bound or affected by any commitments, agreement or document containing any covenant which expressly limits the freedom of Influencers and the Influencers Subsidiaries to compete in any line of business or with any person, or to transfer or move any of its assets or operations;

(p) Influencers and each of the Influencers Subsidiaries owns and possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Influencers' knowledge, after due inquiry, neither Influencers nor any of the Influencers Subsidiaries is infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and no person has infringed any such trademark, patents, copyrights or trade secrets;

(q) Influencers owns and possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Influencers' knowledge, after due inquiry, Influencers is not infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and no person has infringed any such trademark, patents, copyrights or trade secrets;

(r) there are no material liabilities of Influencers or any of the Influencers Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Influencers Financial Statements, except for those incurred in the ordinary course of business as of the date hereof;

(s) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by Influencers and the Influencers Subsidiaries have been paid except where the failure to pay such Taxes would not result in a Material Adverse Effect for Influencers. All tax returns, declarations, remittances and filings required to be filed by Influencers and the Influencers Subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Influencers, no examination of any tax return of Influencers or the Influencers Subsidiaries is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Influencers. There are no agreements with any taxation authority providing

for an extension of time for any assessment or reassessment of Taxes with respect to Influencers or any of the Influencers Subsidiaries;

(t) there is no person, firm or company acting or purporting to act at the request of Influencers who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein, other than pursuant to the issuance of the Finder's Fee Units;

(u) to the knowledge of Influencers, after due inquiry, all activities of Influencers and the Influencers Subsidiaries have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;

(v) to the knowledge of Influencers, any and all material agreements pursuant to which Influencers or any one of the Influencers Subsidiaries holds any of their material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, neither Influencers nor any one of the Influencers Subsidiaries is in default of any of the material provisions of any such agreements including without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Influencers is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licences and concessions pursuant to which Influencers and the Influencers Subsidiaries derive their interests in such material assets are in good standing and there has been no material default under any such leases, licences and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;

(w) neither Influencers nor any one of the Influencers Subsidiaries has any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) and has not engaged in any transaction with any person not dealing at arm's length;

(x) to the knowledge of Influencers, there are no outstanding labour disputes (whether filed or lodged with Influencers or any of the Influencers Subsidiaries or any other person or organization), pending labour disruptions or pending unionization with respect to Influencers or the Influencers Subsidiaries;

(y) neither Influencers or any one of the Influencers Subsidiaries is bound by or a party to any collective bargaining agreement;

(z) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Influencers or any one of the Influencers Subsidiaries is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Influencers or the Influencers Subsidiaries or the payment of dividends by Influencers or the Influencers Subsidiaries to the holders of their securities;

(aa) neither Influencers or any of the Influencers Subsidiaries is party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money ("**Debt Instrument**") or any agreement contract or commitment to create, assume or issue any Debt Instrument;

(bb) neither Influencers nor any one of the Influencers Subsidiaries is party to any agreement, nor is Influencers nor any one of the Influencers Subsidiaries is aware of any agreement, which in any manner affects the voting control of any of the Influencers Shares or other securities of Influencers or the Influencers Subsidiaries;

(cc) no representation, warranty or statement of Influencers in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading;

(dd) the corporate records and minute books of Influencers contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since their respective dates of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed; and

(ee) except as disclosed in writing to I3 and as will be disclosed in the Listing Statement, Influencers has not entered into any material contracts as of the date hereof.

3.2 Representations and Warranties of I3

I3 hereby represents and warrants to Influencers, and acknowledges that Influencers is relying upon these representations and warranties in connection with the entering into of this Agreement, as follows:

(a) I3 has been duly incorporated and is validly existing under the Laws of the province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(b) I3 has no subsidiaries, except for Subco, Subco 2, and Debtco;

(c) I3 has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;

(d) the authorized capital of I3 consists of an unlimited number of I3 Shares of which 449,114 I3 Shares are currently issued and outstanding. Other than 95,000 I3 Options and the securities anticipated to be issued under the Debtco Amalgamation, or pursuant to the Finder's Fee Units, I3 has no other securities outstanding nor is it a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any I3 Shares or securities convertible into or exchangeable for I3 Shares;

(e) on the Effective Date, the I3 Shares issued pursuant to the Amalgamation will be duly and validly issued and outstanding as fully paid and non-assessable and the I3 Convertible Securities issued pursuant to the Amalgamation will be duly and validly created and issued;

(f) the audited annual financial statements of I3 for the years ended October 31, 2019 and 2018, and the notes thereto (the "**I3 Financial Statements**") were true and correct as at the date thereof and were prepared in accordance with IFRS;

(g) other than those incurred in the ordinary course of business, I3 has not incurred any liabilities since October 31, 2019, and I3 has no outstanding material liability, whether direct, indirect, absolute or contingent or otherwise, which is not reflected in the I3 Financial Statements;

(h) I3 is not a party to any employment agreements with any officers or employees, but is party to consulting agreements with its Chief Executive Officer and Chief Operating Officer;

(i) I3 is a reporting issuer, or the equivalent thereof, in the provinces of British Columbia and Alberta (the "**Reporting Jurisdictions**"), and has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities legislation or otherwise, with the applicable securities commissions (the "**Disclosure Documents**"). As of the time the

Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this letter agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities Laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements;

(j) Except for Debtco, Subco and Subco 2, I3 has no associates (as defined in the *Securities Act* (Ontario) and is not a partner, cotenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business;

(k) each of the Documents has been, or at the Effective Time will be, duly authorized, executed and delivered by I3 and constitutes a valid and binding obligation of I3 enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable Laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other Laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of I3 is necessary to authorize this Agreement and the transactions contemplated hereby;

(l) the entering into and the performance by I3 and Subco of the transactions contemplated in the Documents:

(i) do not require any consent, approval, authorization or order of any court or governmental agency or body, except that which may be required under applicable corporate and securities legislation and the policies of the CSE in connection with the Listing Statement;

(ii) will not contravene any statute or regulation of any governmental authority which is binding on I3 or Subco where such contravention would have a Material Adverse Effect; and

(iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of I3 or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which I3 or Subco is or will be a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;

(m) except as disclosed in the I3 Financial Statements, there are no legal or governmental proceedings pending or, to the knowledge of I3 , contemplated or threatened, to which I3 is a party or to which the property of I3 is subject;

(n) there is no action, suit, litigation, arbitration, investigation, inquiry or other proceedings in progress, or, to the best of I3 's knowledge, pending or threatened against or relating to I3 , or its other material assets and there is not outstanding against I3 or any one of Influencers Subsidiaries, any judgement, decree, injunction, rule or order of any court, government, department, commission, agency, or arbitrator;

(o) other than the i3 Stock Option Plan, there are no plans for retirement, bonus, stock purchase, profit sharing, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment

benefits, vacation incentive or otherwise contributed to or required to be contributed to, by I3 for the benefit of any current or former director, officer, employee or consultant of I3 ;

(p) there are no material liabilities of I3, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the I3 Financial Statements, except for those incurred in the ordinary course of business as of the date hereof;

(q) except as disclosed to Influencers in writing and as will be disclosed in the Listing Statement, I3 has not entered into any material contracts as of the date hereof;

(r) except for any related party transactions disclosed in the I3 Financial Statements, I3 has not engaged in any transaction with any non-arm's length person;

(s) all Taxes due and payable by I3 have been paid or provision made therefor in the I3 Financial Statements except for where the failure to pay such Taxes would not result in a Material Adverse Effect for I3. All tax returns, declarations, remittances and filings required to be filed by I3 have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of I3, no examination of any tax return of I3 is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by I3. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to I3;

(t) there is no person, firm or company acting or purporting to act at the request of I3 who is entitled to any brokerage or finder's fee in connection with the transactions contemplated in the Documents, other than pursuant to the issuance of the Finder's Fee Units;

(u) I3 has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, including, without limitation, Environmental Laws as defined below;

(v) to the knowledge of I3 , after due inquiry, all the properties in which I3 have any freehold, leasehold, licence or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against I3 , alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable Laws relating to the manufacturing, processing, distribution, use, treatment,

storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, "**Environmental Laws**"); and to the knowledge of I3 , after due inquiry, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;

(w) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which I3 is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of I3 or the payment of dividends by I3 to the holders of its securities;

(x) other than the I3 Debt, I3 is not a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;

(y) I3 is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of I3 to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of I3 or which would prohibit or restrict I3 from entering into and completing the Business Combination;

(z) I3 is not a party to any agreement nor is I3 aware of any agreement, which in any manner affects the voting control of any of the securities of I3;

(aa) I3 is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of I3;

(bb) the corporate records and minute books of I3 contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed; and

(cc) no representation, warranty or statement of I3 or Subco in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

3.3 Survival

For greater certainty, the representations and warranties of each of Influencers and I3 contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 4
CONDUCT OF BUSINESS

4.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of the Parties covenants and agrees that, during the period from the date of this Agreement until the earlier of either the Effective Time or the time that this Agreement is terminated by its terms, unless each of the other Parties shall otherwise agree in writing:

(a) it shall, and shall cause its Subsidiaries to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall and shall cause its Subsidiaries to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not, and shall cause its Subsidiaries to not, without the prior written consent of the other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties;

(b) it shall not borrow any cash or incur any indebtedness, except as expressly contemplated by this Agreement or with the prior written consent of the other Party;

(c) it shall not make loans, advances or other similar payments to any third party except as expressly contemplated by this Agreement, other than with respect to expenses incurred in the ordinary course of business or as consented to by the other Party, which consent shall not be unreasonably withheld; and

(d) other than as contemplated by this Agreement and the transactions contemplated by the JD Debt Settlement Agreement and JD Share Repurchase Agreement, it shall not directly or indirectly do or permit to occur any of the following:

(i) amend its Governing Documents;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;

(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares;

(iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;

(v) split, combine or reclassify any of its shares;

(vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries;

(vii) enter into any material transaction or material contract; or

(viii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.

ARTICLE 5
COVENANTS

5.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by I3

I3 , as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

5.2 Representations and Warranties

(a) Influencers covenants and agrees that from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.1 being untrue in any material respect.

(b) I3 covenants and agrees that, from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.2 being untrue in any material respect.

5.3 Notice of Material Change

(a) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Party in writing of:

(i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party or any of its Subsidiaries, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries, taken as whole;

(ii) any change in the facts relating to any representation or warranty set out in sections 3.1 or 3.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or

(iii) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.

(b) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to its knowledge of its or any of its Subsidiaries, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this section.

5.4 Non-Solicitation

None of the Parties shall solicit any offers to purchase its shares or assets and neither of I3 nor Influencers will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement (excluding, for greater certainty, any solicitations by Influencers of offers to purchase Influencers Units under the Financing). The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

5.5 Access to Information

(a) Access to Premises and Records of Influencers

From the date hereof until the earlier of the termination of this Agreement or the Effective Date and upon the provision of reasonable notice, I3 and its counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books, and other records of Influencers for the purpose of investigating the assets, business and affairs of Influencers, as they may reasonably require.

(b) Access to Premises and Records of I3

From the date hereof until the earlier of the termination of this Agreement or the Effective Date and upon the provision of reasonable notice, Influencers and its counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books and other records of I3 , for the purpose of investigating the assets, business and affairs of I3 , as they may reasonably require.

5.6 Other Covenants

Each of the Parties covenants and agrees that it shall:

(a) use all commercially reasonable efforts to consummate the Business Combination and all matters described in the Listing Statement, subject only to the terms and conditions hereof and thereof;

(b) use its commercially reasonable efforts to cause its shareholders to vote their respective shares in favour of the Business Combination and all of the matters contemplated thereunder, to take all reasonable actions to consummate the Business Combination and the transactions contemplated thereunder, subject only to the terms and conditions hereof and to not take any action contrary to or in opposition to the Business Combination, except as required by statutory Law;

(c) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;

(d) not, other than in connection with the Business Combination or as otherwise contemplated herein, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities;

(e) not, other than in connection with the Business Combination or as otherwise contemplated herein, issue any securities, including convertible securities or debt securities; and

(f) not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

ARTICLE 6
MUTUAL COVENANTS

6.1 Other Filings

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the policies of the CSE or any other applicable Laws relating to the Business Combination contemplated hereby.

6.2 Additional Agreements

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

(a) to obtain all necessary waivers, consents and approvals from other Parties to material agreements, leases and other contracts or agreements;

(b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;

(c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;

(d) to effect all necessary registrations and other filings and submissions of information requested by the CSE;

(e) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and

(f) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

6.3 Support of Business Combination

(a) Influencers shall use its reasonable commercial efforts to cause all of the holders of Influencers Shares and Influencers Convertible Securities having, respectively, an issue price or conversion price less than $0.25, to enter into the Lock-Up Agreements.

(b) I3 shall use its reasonable commercial efforts to cause all of the holders of I3 Shares and I3 Convertible Securities having, respectively, an issue price or conversion price less than $0.25, to enter into the Lock-Up Agreements.

ARTICLE 7
CONDITIONS AND CLOSING MATTERS

7.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to complete the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

(a) I3, upon completion of the Business Combination, will meet the minimum original listing requirements of the CSE and the CSE shall have conditionally approved the listing of the I3 Shares on the CSE, subject to completion of the Business Combination and completion of the customary listing requirements of the CSE;

(b) there shall not be in force any order or decree restraining or enjoining the consummation of the Business Combination;

(c) I3 and Debtco shall have completed the I3 Debt Assignment and the Debtco Amalgamation;

(d) I3 shall have completed the I3 Name Change;

(e) this Agreement shall not have been terminated pursuant to section 8.1;

(f) all Regulatory Approvals and corporate approvals shall have been obtained;

(g) the requisite approval of the Influencers Shareholders of the Amalgamation shall have been obtained;

(h) the number of Influencers Shares in respect of which shareholders of Influencers have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 10% of the number of issued and outstanding Influencers Shares; and

(i) the CSE Escrow Agreement shall have been executed and delivered.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

7.2 Additional Conditions Precedent to the Obligations of Influencers

The obligations of Influencers to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Influencers and may be waived by Influencers and any one or more of which, if not satisfied or waived, will relieve Influencers of any obligation under this Agreement):

(a) on or prior to the Effective Date, and effective upon completion of the Amalgamation, each of the directors and officers of I3 shall have tendered their resignations and provided mutual releases in a form acceptable to Influencers, and the board of directors of I3 , subject to the approval of the CSE, shall have been reconstituted, and the officers shall have been appointed, as set forth in section 2.3;

(b) no Material Adverse Change with respect to I3 shall have occurred between the date hereof and the Effective Date;

(c) I3 shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of I3 contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if I3 has been given written notice by Influencers specifying in reasonable detail any such misrepresentation, breach or non-performance, I3 shall have had three (3) Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of I3 or another officer satisfactory to Influencers shall so certify immediately prior to the Effective Date;

(d) the I3 board of directors, and the Subco board of directors as necessary, shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by I3 to permit the consummation of the Business Combination and the transactions contemplated therewith;

(e) I3 shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of I3 , excluding those transactions or contracts undertaken in the ordinary course of business or contemplated under the terms of this Agreement without first discussing and obtaining the approval of Influencers; and

(f) I3 shall not have undertaken any business, other than in connection with the completion of the Business Combination.

If any of the above conditions shall not have been complied with or waived by Influencers on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.2(c), Influencers may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Influencers. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Influencers of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Influencers shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.3 Additional Conditions Precedent to the Obligations of I3

The obligations of I3 to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of I3 and may be waived by I3 and any one or more of which, if not satisfied or waived, will relieve I3 of any obligation under this Agreement):

(a) no Material Adverse Change with respect to Influencers shall have occurred between the date hereof and the Effective Date;

(b) Influencers shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Influencers contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if Influencers has been given written notice by I3 specifying in reasonable detail any such misrepresentation, breach or non-performance, Influencers shall have had three (3) Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of Influencers or another officer satisfactory to I3 shall so certify immediately prior to the Effective Date;

(c) the board of Influencers shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Influencers to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;

(d) any remaining unpaid I3 Expenses shall have been paid, at the time of closing of the Business Combination, from the proceeds of the Financing;

(e) Influencers shall have raised minimum aggregate gross proceeds of $5,000,000 pursuant to the Financing;

(f) Influencers shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of Influencers, excluding those

transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of I3;

(g) Influencers shall have changed its auditors and legal counsel to firms selected by I3;

(h) Influencers shall have terminated its engagement agreements with Clarus Securities Inc. and Haywood Securities Inc., upon terms and conditions satisfactory to I3, acting reasonably; and

(i) All of the holders of Influencers Shares and Influencers Convertible Securities having, respectively, an issue price or conversion price less than $0.25, shall have executed the Lock-Up Agreements.

If any of the above conditions shall not have been complied with or waived by I3 on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.3(b), I3 may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by I3 or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by I3 or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, neither Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.4 Merger of Conditions

The conditions set out in sections 7.1, 7.2 and 7.3 shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Amalgamation Application with the Registrar and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Amalgamation.

7.5 Closing Matters

The completion of the transactions contemplated under this Agreement shall be effected via electronic exchange or at the offices of I3 ’s counsel, Garfinkle Biderman LLP, at 10:00 a.m. (Toronto time) (or such other time as the Parties may agree upon) on the Effective Date.

7.6 Document Responsibility

Influencers and I3 agree that the Listing Statement shall be principally handled by counsel to I3 , with the assistance of counsel to Influencers, I3 ’s Information Circular, if required, shall be handled by counsel to I3 , to be approved by counsel to Influencers and discussions with CSE shall be principally handled by counsel to I3 .

ARTICLE 8
TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS

8.1 Termination

This Agreement may be terminated by written notice promptly given to the other Party hereto, at any time prior to the Effective Date:

(a) by mutual agreement in writing by the Parties;

(b) as set forth in sections 7.1, 7.2 and 7.3 of this Agreement; or

(c) by either Influencers or I3 if after the date of the this Agreement, any Law is enacted, made enforced or amended, as applicable, that makes the consummation of the Amalgamation or

Business Combination illegal or otherwise permanently prohibits or enjoins Influencers or I3 from consummating the Amalgamation or Business Combination, and such Law had, if applicable, become final and non-appealable, provided that a Party seeking to terminate this Agreement pursuant to this section 8.1(c) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Amalgamation or Business Combination.

8.2 Effect of Termination

In the event of the termination of this Agreement as provided in section 8.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of I3 or Influencers hereunder except as set forth in sections 8.3, 9.1 and 9.8 hereof and this section 8.2, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

8.3 Fees and Expenses

Influencers agrees that it will be responsible for all its own costs incurred with respect to the Business Combination contemplated herein, including, without limitation, legal, accounting, CSE listing fees, brokerage, sponsorship, business valuators and other customary expenses associated with transactions of the type herein contemplated.

Influencers further agrees to pay: (i) I3 's monthly transfer agent fees of approximately $950 from the date of the Letter of Intent until the termination of this Agreement or completion of the Business Combination; (ii) $1,000 per month for accounting and general legal expenses, and (iii) all expenses properly incurred by I3 in connection with the Business Combination, including but not limited to, its reasonable legal fees (subject to a maximum of $100,000 plus HST and disbursements) and accounting fees, shareholders' meeting expenses and transfer agent expenses (collectively the "**I3 Expenses**").

In the event that the Business Combination does not close for any reason, other than solely as a result of a breach of this Agreement by I3, Influencers shall pay to I3, within five (5) business days of such termination date the I3 Expenses. I3 shall provide a detailed invoice to Influencers Interactive of all amounts then owing by I3 (the "**Termination Payment**") against payment by Influencers of the Termination Payment in immediately available funds to an account designated by I3.

Each of I3 and Influencers hereby acknowledges that the Termination Payment amount set out in this paragraph is a payment of liquidated damages which is an estimate of the damages which I3 will suffer or incur as a result of the non-completion of the Business Combination and is not a penalty. Influencers hereby irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Upon receipt of the Termination Payment, I3 shall have no further claim against Influencers in respect of the failure to complete the Business Combination whether or not as a result of the breach of this Agreement by Influencers, intentional or otherwise.

8.4 Dissenting Shareholders

On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and Influencers for the purchase of their Dissenting Influencers Shares or the pronouncement of a court order pursuant to Section 238 of the BCBCA, a Dissenting Shareholder shall cease to have any rights as a Influencers Shareholder other than the right to be paid the fair value of its Dissenting Influencers Shares in the amount agreed to or as ordered by the court, as the case may be. In the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Section 238 of the BCBCA or otherwise forfeits the Dissenting Shareholder's right to make a claim under Section 238 of the BCBCA, the Dissenting Shareholder's Dissenting Influencers Shares shall thereupon be deemed to have been exchanged as of the Effective Date for I3 Shares on the basis set forth in section 2.1 hereof.

8.5 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 9
GENERAL

9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

if to Influencers:

Influencers Interactive Inc.
6th – 905 West Pender Street
Vancouver, BC, V6C 1L6
Canada

Attention: Chris Neville
E-mail: Chris@lifeofsports.com

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

Purdy Law
409-37 King Street East
Toronto, Ontario
M5A 1L3

Attention: Brendan Purdy
E-mail: brendan@purdylaw.ca

if to I3 or Subco:

i3 Interactive Inc.
6 Adelaide Street East, Suite 301
Toronto, Ontario
M5C 1H6

Attention: Michael Lerner
E-mail: mlerner10@gmail.com

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

Garfinkle Biderman LLP
Dynamic Funds Tower, Suite 801
Toronto, Ontario M5C 2V9

Attention: Shimmy Posen
E-mail: sposen@garfinkle.com

9.2 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

9.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, including but not limited to, the Letter of Intent. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

9.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.6 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

9.8 Public Announcement; Disclosure and Confidentiality

(a) Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between

them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by Law or any rules of a stock exchange or similar organization to which it is bound.

(b) All information provided to or received by the Parties hereunder shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any applicable Laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a party; (c) an affiliate (within the meaning of the BCBCA) of a party; (d) a consultant, contractor or subcontractor of a party that has a *bona fide* need to be informed; or (e) any third party to whom the disclosing party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (d) and (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

(c) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any Governmental authority or judicial authority.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

INFLUENCERS INTERACTIVE INC.

Per: */s/ Chris Neville*

Chris Neville
Chief Executive Officer & Director

i3 INTERACTIVE INC.

Per: */s/ Michael Lerner*

Michael Lerner
Chief Executive Officer & Director

SCHEDULE "A"
AMALGAMATION AGREEMENT

See attached.

AMALGAMATION AGREEMENT

THIS AGREEMENT is dated as of the18th day of June, 2020,

BY AND AMONG:

INFLUENCERS INTERACTIVE INC.,
a corporation existing under the laws of the province of British Columbia

(hereinafter referred to as "**Influencers**")

OF THE FIRST PART;

- and -

1250313 B.C. LTD., a company existing under the laws of the Province of British Columbia

(hereinafter referred to as "**Subco**")

OF THE SECOND PART;

- and -

i3 INTERACTIVE INC.
a corporation existing under the laws of the Province of British Columbia

(hereinafter referred to as "**I3**")

OF THE THIRD PART.

WHEREAS Influencers and Subco wish to amalgamate pursuant to the BCBCA and to continue as one company to be known as "Influencers Holdings 1 Ltd. in accordance with the terms and conditions hereof;

AND WHEREAS Subco is a wholly-owned subsidiary of I3 and has not carried on any active business;

AND WHEREAS I3 is a party to the Business Combination Agreement (as defined below) which contemplates such amalgamation;

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual covenants and agreements herein contained and other lawful and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**. In this Agreement (including the recitals hereto):

(a) "**Agreement**" means this amalgamation agreement;

(b) "**Amalco**" means the company formed upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;

(c) "**Amalco Shares**" means the common shares in the capital of Amalco;

(d) "**Amalgamating Parties**" means, collectively, Influencers and Subco;

(e) "**Amalgamation**" means the amalgamation of the Amalgamating Parties under the BCBCA on the terms and conditions set forth in this Agreement;

(f) "**Amalgamation Application**" means the amalgamation application in respect of the Amalgamation required by section 275(1)(a) of the BCBCA to be filed with the Registrar in the form attached hereto as Exhibit A, together with any changes to that application as permitted under this Agreement or as agreed to by the Amalgamating Parties;

(g) "**Articles**" means the articles of Amalco in the form attached hereto as Exhibit B and signed by a director of Amalco;

(h) "**BCBCA**" means the *Business Corporations Act* (British Columbia) as from time to time amended or re-enacted;

(i) "**Business Combination**" means the business combination between I3, Influencers and Subco wherein I3 will acquire all of the issued and outstanding shares of Influencers by way of the Amalgamation;

(j) "**Business Combination Agreement**" means the business combination agreement dated **June _____**, 2020 among I3 and Influencers governing the terms and conditions of the Business Combination, as amended from time to time;

(k) "**Business Combination Date**" means the date the Business Combination is completed, as evidenced by the issuance of the Certificate of Amalgamation giving effect to the Amalgamation;

(l) "**Business Day**" means a day other than a Saturday, Sunday or a civic or statutory holiday in the City of Vancouver, British Columbia;

(m) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar;

(n) "**Effective Time**" means 5:00 p.m. (Vancouver time) on the Business Combination Date;

(o) "**Influencers Financing**" means the private placement of Influencers Units for aggregate gross proceeds of a minimum of $5,000,000;

(p) "**Influencers Options**" means stock options to purchase Influencers Shares;

(q) "**Influencers Shareholders**" means the holders of Influencers Shares prior to the filing of the Amalgamation Application;

(r) "**Influencers Shares**" means common shares in the capital of Influencers;

(s) "**Influencers Units**" means a unit of Influencers, each comprised of one (1) Influencers Share and one (1) Influencers Warrant, each Influencers Warrant entitling the holder thereof to purchase one (1) Influencers Share at an exercise price of $0.50 per share for a period of two (2) years from the date of issuance, subject to acceleration in certain circumstances;

(t) "**Influencers Warrants**" means common share purchase warrants of Influencers;

(u) "**I3 Shareholder**" means a registered holder owning I3 Shares prior to the filing of the Amalgamation Application;

(v) "**I3 Options**" means the stock options of I3 entitling the holders to purchase I3 Shares;

(w) "**I3 Warrants**" means common share purchase warrants of I3;

(x) "**Notice of Articles**" means the notice of articles to be issued by the Registrar in respect of Amalco in the form contained in the Amalgamation Application;

(y) "**Paid-up Capital**" has the meaning assigned to the term "paid-up capital" in subsection 89(1) of the *Income Tax Act* (Canada));

(z) "**Registrar**" means the Registrar of Companies appointed under the BCBCA; and

(aa) "**Subco Shares**" means the common shares in the capital of Subco.

2. **Amalgamation**. Upon the conditions set out in this Agreement being satisfied or waived in accordance with the provisions of this Agreement and the Business Combination Agreement, including the adoption and approval by the shareholders of the Amalgamating Parties of this Agreement, the Amalgamating Parties hereby agree to:

(a) amalgamate and continue as one company under the provisions of the BCBCA upon the terms and conditions hereinafter set out; and

(b) execute and file with the Registrar the Amalgamation Application.

3. **Certain Phrases, etc.** In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

4. **Effect of the Amalgamation**. At the Effective Time, subject to the BCBCA:

(a) the amalgamation of the Amalgamating Parties and their continuance as one company, Amalco, under the terms and conditions prescribed in this Agreement shall be effective and irrevocable;

(b) the property, rights and interests of each of the Amalgamating Parties shall continue to be the property, rights and interests of Amalco;

(c) Amalco shall become capable immediately of exercising the functions of an incorporated company;

(d) the shareholders of Amalco have the powers and the liability provided in the BCBCA;

(e) each shareholder of the Amalgamated Parties is bound by this Agreement;

(f) Amalco will be a wholly-owned subsidiary of I3;

(g) Amalco shall continue to be liable for the liabilities and obligations of each of the Amalgamating Parties;

(h) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;

(i) any legal proceeding being prosecuted or pending by or against any of the Amalgamating Parties may be continued to be prosecuted, or its prosecution may be continued, as the case may be, by or against Amalco; and

(j) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco.

5. **Name**. The name of Amalco shall be Influencers Holdings 1 Ltd.

6. **Registered Office**. The mailing and delivery address of the registered office of Amalco shall be located at Suite 810 - 789 West Pender Street, Vancouver, BC, V6C 1H2.

7. **Records Office.** The mailing and delivery address of the records office of Amalco shall be located at Suite 810 - 789 West Pender Street, Vancouver, BC, V6C 1H2.

8. **Authorized Share Structure**. The authorized share structure of Amalco shall consist of an unlimited number of Amalco Shares, which shares shall have the rights, privileges, restrictions and conditions as set out in the BCBCA.

9. **Restrictions on Business**. There shall be no restrictions on the business which Amalco is authorized to carry on.

10. **Number of Directors**. The minimum number of directors of Amalco, until changed in accordance with the Articles, will be one (1).

11. **Articles and Notice of Articles**. The Notice of Articles shall be in the form of the notice of articles forming part of the Amalgamation Application and the articles of Subco shall, so far as applicable, be the Articles of Amalco until repealed or amended in the normal manner provided for in the BCBCA.

12. **Directors**. The director of Amalco shall be the individual whose name and address is set out below, who shall hold office until the first annual meeting of shareholders of Amalco or until his successor is duly elected or appointed:

Name	**Prescribed Address (mailing and delivery)**

Name	Prescribed Address (mailing and delivery)
Chris Neville	1 Adelaide St East, Suite 801, Toronto, ON, M5C 2V9

13. **First Officers.** The full names and offices of the first officers of Amalco are:

Name of Officer	Office
Chris Neville	1 Adelaide St East, Suite 801, Toronto, ON, M5C 2V9

14. **Treatment of Issued Shares, Warrants and Options.** At the Effective Time:

(a) Each one (1) Influencers Share shall each be exchanged for one (1) fully paid and non-assessable I3 Share (the "**Replacement Shares**");

(b) Influencers Shares replaced in accordance with the provisions of Section 14(a) hereof will be cancelled;

(c) Influencers Warrants will be exchanged for I3 Warrants (the "**Replacement Warrants**") on equivalent terms and on a 1:1 basis and the Influencers Warrants will be cancelled;

(d) Influencers Options will be exchanged for I3 Options (the "**Replacement Options**") on equivalent terms and on a 1:1 basis and the Influencers Options will be cancelled;

(e) each issued and outstanding Subco Share will be cancelled and replaced by one (1) fully paid and non-assessable Amalco Share for each Subco Share held by I3; and

(f) as consideration for the issuance of I3 Shares in exchange for the Influencers Shares, Amalco shall issue to I3 one (1) Amalco Share for each I3 Share so issued.

15. **No Fractional Shares or Securities upon Conversion.** Notwithstanding Section 14 of this Agreement, no Influencers Shareholder shall be entitled to, and I3 will not issue, fractions of I3 Shares and no cash amount will be payable by I3 in lieu thereof. To the extent any Influencers Shareholder is entitled to receive a fractional I3 Share such fraction shall be rounded down to the closest whole number of the applicable security.

16. **Share Certificates.** On the Business Combination Date:

(a) the registered holders of Influencers Shares, Influencers Options and Influencers Warrants shall be deemed to be the registered holders of Replacement Shares, Replacement Options and Replacement Warrants, respectively, to which they are entitled hereunder.

(b) I3, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and, upon surrender of the certificates representing such Subco Shares to Amalco, I3 shall be entitled to receive a

share certificate representing the number of Amalco Shares to which it is entitled as set forth in Section 14 hereof; and

(c) share certificates evidencing Influencers Shares shall cease to represent any claim upon or interest in Influencers other than the right of the holder to receive, pursuant to the terms hereof and the Amalgamation, the applicable Replacement Shares in accordance with Section 14 hereof.

17. **Lost Certificates.** In the event any certificate which subsequent to the Effective Time represented one or more outstanding Influencers Shares, Influencers Options or Influencers Warrants that were exchanged pursuant to Section 14 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of such Influencers Share or Influencers Warrant, as the case may be, claiming such certificate to be lost, stolen or destroyed, I3 will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing the applicable Replacement Share or Replacement Warrant pursuant to Section 14. The holder to whom certificates representing Replacement Shares, Replacement Options or Replacement Warrants are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to I3 in such sum as I3 may direct or otherwise indemnify I3 in a manner satisfactory to I3 against any claim that may be made against I3 with respect to the certificate alleged to have been lost, stolen or destroyed.

18. **Amalco Paid-Up Capital.** The amount to be added to the paid-up capital account maintained in respect of the Amalco Shares in connection with the issue of Amalco Shares under Section 14 hereof on the Business Combination Date shall be the amount which is the sum of (i) the Paid-up Capital, determined immediately before the Effective Time, of all the issued and outstanding Influencers Shares and (ii) the Paid-up Capital, determined immediately before the Effective Time, of the issued and outstanding Subco Shares converted into Amalco Shares.

19. **I3 Stated Capital.** I3 shall add an amount to the stated capital account maintained in respect of the Resulting Issuer Shares an amount equal to the Paid-Up Capital of the Influencers Shares, determined immediately prior to the Effective Time.

20. **Filings with the Registrar.** The Amalgamating Parties will, on or prior to the Business Combination Date, cause the Amalgamation Application and any other documents that may be required to give effect to the Amalgamation to be filed with the Registrar.

21. **Covenants of Influencers.** Influencers covenants and agrees with Subco and I3 that it will:

(a) use reasonable commercial efforts to obtain the approval of the holders of Influencers Shares authorizing the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the BCBCA;

(b) use reasonable efforts to cause each of the conditions precedent set forth in Sections 28 and 29 hereof to be complied with; and

(c) subject to the approval of the shareholders of Influencers and Subco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, thereafter jointly file with Subco the Amalgamation Application with the Registrar and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

22. **Covenants of I3.** I3 covenants and agrees with Influencers that it will:

(a) sign a resolution as sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the BCBCA;

(b) use reasonable efforts to cause each of the conditions precedent set forth in Sections 28 and 30 hereof to be complied with; and

(c) subject to the approval of the holders of Influencers Shares being obtained for the completion of the Amalgamation, and the obtaining of all applicable regulatory approvals and the issuance of the Certificate of Amalgamation, issue that number of Replacement Shares, Replacement Options and Replacement Warrants as required by Section 14 hereof.

23. **Covenants of Subco**. Subco covenants and agrees with I3 and Influencers that it will not from the date of execution hereof to the Business Combination Date, except with the prior written consent of I3 and Influencers, conduct any business which would prevent Subco or Amalco from performing any of their respective obligations hereunder.

24. **Further Covenants of Subco.** Subco further covenants and agrees with Influencers that it will:

(a) use its best efforts to cause each of the conditions precedent set forth in Section 28 hereof to be complied with; and

(b) subject to the approval of the holders of Influencers Shares and the sole shareholder of Subco being obtained and subject to the obtaining of all applicable regulatory approvals, thereafter jointly file with Influencers the Amalgamation Application with the Registrar and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

25. **Representation and Warranty of I3.** I3 hereby represents and warrants to and in favour of Influencers and Subco and acknowledges that Influencers and Subco are relying upon such representation and warranty, that I3 is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against I3 in accordance with its terms.

26. **Representation and Warranty of Influencers.** Influencers hereby represents and warrants to and in favour of I3 and Subco, and acknowledges that I3 and Subco are relying upon such representation and warranty, that Influencers is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Influencers in accordance with its terms.

27. **Representation and Warranty of Subco**. Subco hereby represents and warrants to and in favour of Influencers and I3, and acknowledges that Influencers and I3 are relying upon such representations and warranty, that Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms.

28. **General Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the

satisfaction, on or before the Business Combination Date, of the following conditions, any of which may be waived by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:

(a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the sole shareholder of Subco and by the Influencers Shareholders in accordance with the BCBCA;

(b) all the conditions required to close the Business Combination set out herein and in the Business Combination Agreement being met or waived; and

(c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation.

29. **Conditions to Obligations of I3 and Subco**. The obligations of I3 and Subco to consummate the transactions contemplated hereby and in particular the issue of the Replacement Shares, Replacement Options, Replacement Warrants and the Amalgamation, as the case may be, are subject to the satisfaction, on or before the Business Combination Date, of the conditions for the benefit of I3 set forth in the Business Combination Agreement governing the terms and conditions of the Business Combination and of the following conditions:

(a) the acts of Influencers to be performed on or before the Business Combination Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no material adverse change in the financial condition or business of Influencers, taken as a whole, from and after the date hereof; and

(b) I3 and Subco shall have received a certificate from a senior officer of Influencers confirming that the conditions set forth in Section 29(a) hereof have been satisfied.

The conditions described above are for the exclusive benefit of I3 and Subco and may be asserted by I3 and Subco regardless of the circumstances or may be waived by I3 and Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which I3 and Subco may have.

30. **Conditions to Obligations of Influencers**. The obligations of Influencers to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Business Combination Date, of the conditions for the benefit of Influencers set forth in the Business Combination Agreement governing the terms and conditions of the Business Combination and of the following conditions:

(a) each of the acts of I3 and Subco to be performed on or before the Business Combination Date pursuant to the terms of this Agreement shall have been duly performed by them and there shall have been no material adverse change in the financial condition or business of I3 or Subco, taken as a whole, from and after the date hereof; and

(b) Influencers shall have received a certificate from a senior officer of I3 and Subco confirming that the conditions set forth in Section 30(a) hereof have been satisfied.

The conditions described above are for the exclusive benefit of Influencers and may be asserted by Influencers regardless of the circumstances or may be waived by Influencers in its sole

discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Influencers may have.

31. **Amendment and Waiver**. This Agreement may at any time and from time to time 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:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by Influencers Shareholders in exchange for their Influencers Shares without approval by the Influencers Shareholders given in the same manner as required for the approval of the Amalgamation.

32. **Termination**. This Agreement may, prior to the issuance of the Certificate of Amalgamation, be terminated by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of Influencers or Subco. This Agreement shall also terminate without further notice or agreement if:

(a) the Amalgamation is not approved by the Influencers Shareholders entitled to vote in accordance with the BCBCA; or

(b) the Business Combination Agreement is terminated.

33. **Binding Effect**. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

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

35. **Further Assurances**. The parties hereto agree 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.

36. **Notice**. Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by telecopy transmission.

37. **Time of Essence**. Time shall be of the essence of this Agreement.

38. **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.

39. **Counterparts.** This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.

40. **Electronic Delivery.** Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

INFLUENCERS INTERACTIVE INC.

Per: */s/ Chris Neville*

Chris Neville
Chief Executive Officer & Director

1250313 B.C. LTD.

Per: */s/ Michael Lerner*

Michael Lerner
Chief Executive Officer & Director

i3 INTERACTIVE INC.

Per: */s/Michael Lerner*

Michael Lerner
Chief Executive Officer & Director

EXHIBIT A

AMALGAMATION APPLICATION

See attached.

BC Limited Company

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street
Victoria BC V8W 3E6

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- [x] BC company
- [ ] BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

- [x] The name Influencers Holdings 1 Ltd. is the name reserved for the amalgamated company. The name reservation number is: NR 3367149,

OR

- [ ] The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

- [ ] The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

  The name of the amalgamating company being adopted is:

  _____

  The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

- [ ] **With Court Approval:**
  This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

- [x] **Without Court Approval:**
  This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – *Choose **one** of the following:*

☑ The amalgamation is to take effect at the time that this application is filed with the registrar.

☐ The amalgamation is to take effect at 12:01a.m. Pacific Time on YYYY / MM / DD being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. Influencers Interactive Inc.	1183728	
2. 1250313 B.C. Ltd.	1250313	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. Chris Neville	X */s/ Chris Neville*	2020/06/18
2. Michael Lerner	X */s/ Michael Lerner*	2020/06/18
3.	X	
4.	X	
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

Influencers Holdings 1 Ltd.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

Not applicable.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME		
Neville	Chris			
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
1 Adelaide St. East, Suite 801, Toronto	ON	Canada	M5C 2V9	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
Same as above.				
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 810 - 789 West Pender Street	BC	V6C 1H2

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Same as above.	BC	

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Same as above.	BC	

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Same as above.	BC	

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✔)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✔)	WITH A PAR VALUE OF ($)	Type of currency	YES (✔)	NO (✔)
unlimited common shares	✔		✔				✔

EXHIBIT B

ARTICLES OF AMALCO

See attached.

INFLUENCERS HOLDINGS 1 LTD.

(the "Company")

The Company has as its articles the following articles.

Full name and signature of director	Date of signing
/s/ Chris Neville	*June 29, 2020*
CHRIS NEVILLE	

*I*ncorporation Number : BC1255036

ARTICLES

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(2) "Business Corporations Act" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(3) "legal personal representative" means the personal or other legal representative of a shareholder;

(4) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register; and

(5) "seal" means the seal of the Company, if any.

1.2 *Business Corporations Act* and *Interpretation Act* Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*. The directors may, by resolution, provide that; (a) the shares of any or all of the classes and series of the Company's shares must be uncertificated shares; or (b) any specified shares must be uncertificated shares. Within reasonable time after the issue or transfer of a share that is an uncertificated share, the Company must send to the shareholder a written notice in accordance with the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate

and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(2) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of

competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may, at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

   (a) past services performed for the Company;

   (b) property;

   (c) money; and

(2) the directors in their discretion have determined that the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(1) a duly signed instrument of transfer in respect of the share has been received by the Company;

(2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(3) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

For the purpose of this Article, delivery or surrender to the agent that maintains the Company's central securities register or a branch securities register, if applicable, will constitute receipt by or surrender to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all

the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

8.1 Power to Borrow and Issue Debt Obligations

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

8.2 Features of Debt Obligations

Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, or with special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company, appointment of directors or otherwise and may, by their terms, be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may:

(1) by directors' resolution or by ordinary resolution, in each case determined by the directors:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

A. decrease the par value of those shares; or

B. if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(2) by ordinary resolution otherwise alter its shares or authorized share structure.

9.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may:

(1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, if none of those shares have been issued; or vary or delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued

(2) by special resolution of the shareholders of the class or series affected, do any of the acts in (1) above, if any of the shares of the class or series of shares have been issued.

9.3 Change of Name

The Company may by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

The Company, save as otherwise provided by these Articles and subject to the *Business Corporations Act*, may:

(1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and

(2) if the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Place of Meetings of Shareholders

General meetings of shareholders may be held at a location outside of British Columbia to be determined and approved by a directors' resolution.

10.5 Meetings by Telephone or Other Electronic Means

A meeting of the Company's shareholders may be held entirely or in part by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if approved by directors' resolution prior to the meeting and subject to the *Business Corporations Act*. Any person participating in a meeting by such means is deemed to be present at the meeting.

10.6 Notice for Meetings of Shareholders

Subject to Article 10.2, the Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.7 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.8 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.9 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.10 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document:

    (a) will be available for inspection by shareholders at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice during statutory business hours on any one or more specified days before the day set for the holding of the meeting; and

    (b) may be available by request from the Company or may be accessible electronically or on a website, as determined by the directors.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one or more persons present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting.

11.4 Other Persons May Attend

The directors, the president (if any), the corporate secretary (if any), the assistant corporate secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.5 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.6 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.7 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.6(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.8 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(1) the chair of the board, if any; or

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any, the corporate secretary, if any, or any director of the Company.

11.9 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the corporate secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.10 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.11 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.12 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.13 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.12, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.14 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.15 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.16 Manner of Taking Poll

Subject to Article 11.17, if a poll is duly demanded at a meeting of shareholders:

(1) the poll must be taken:

(a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(b) in the manner, at the time and at the place that the chair of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.17 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.18 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.19 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.20 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.21 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.22 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint up to two proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 Proxy Holder Need Not Be Shareholder

(1) A person who is not a shareholder may be appointed as a proxy holder.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder):

_____

Signed *[month, day, year]*

_____

[Signature of shareholder]

_____

[Name of shareholder – printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(1) if the Company is a public company, the greater of three and the most recently set of:

  (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (b) the number of directors set under Article 14.4;

(2) if the Company is not a public company, the most recently set of:

  (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(1)(a) or 13.1(2)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director.

14.3 Failure to Elect or Appoint Directors

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(3) the date on which his or her successor is elected or appointed; and

(4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a

company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

14.12 Advance Notice of Nominations of Directors

(1) Subject only to the *Business Corporations Act* and these Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board of directors may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:

(a) by or at the direction of the board of directors, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a "proposal" made in accordance with Division 7 of Part 5 of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with section 167 of the *Business Corporations Act*; or

(c) by any shareholder of the Company (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Article 14.2 and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.2.

(2) In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Corporate Secretary of the Company at the head office of the Company.

(3) To be timely, a Nominating Shareholder's notice must be received by the Corporate Secretary of the Company:

(a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be received not later than the close of business on the 10th day following the Notice Date; and

(b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such notice.

(4) To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company must set forth:

(a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the present principal occupation, business or employment of the person within the preceding five years, as well as the name and principal business of any company in which such employment is carried on; (C) the citizenship of such person; (D) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (E) confirmation that the person meets the qualifications of directors set out in the *Business Corporations Act*; and (F) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below); and

(b) as to the Nominating Shareholder giving the notice, full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below).

The Nominating Shareholder's notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

(5) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.2; provided, however, that nothing in this Article 14.2 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

(6) For purposes of this Policy:

(a) "**Applicable Securities Laws**" means the applicable securities legislation of each province and territory of Canada in which the Company is a reporting issuer, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada; and

(b) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

(7) Notwithstanding any other provision of this Article 14.2, notice given to the Corporate Secretary of the Company pursuant to this Article 14.2 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Corporate Secretary at the address of the head office of the Company, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

(8) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 14.2.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(2) the alternate director dies;

(3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(4) the alternate director ceases to be qualified to act as a director; or

(5) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such

remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company,

and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

  (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

  (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

  (c) the chair of the board and the president, if a director, have advised the corporate secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a

manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the corporate secretary or an assistant corporate secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of directors then in office or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

  (a) the power to fill vacancies in the board of directors;

  (b) the power to remove a director;

  (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

  (d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, alternate director, officer, employee or agent of the Company;

(2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

   (a) for a record mailed to a shareholder, the shareholder's registered address;

   (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

   (c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

   (a) for a record delivered to a shareholder, the shareholder's registered address;

   (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

   (c) in any other case, the delivery address of the intended recipient;

(3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the corporate secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the corporate secretary, treasurer, secretary-treasurer, an assistant corporate secretary, an assistant treasurer or an assistant corporate secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

SCHEDULE "B"
INFLUENCERS LOCK-UP AGREEMENT

See attached.

LOCK-UP AGREEMENT

_____, 2020

FAIRMONT RESOURCES INC. ("**Fairmont**")

Re: Influencers Interactive Inc. – Lock-up Agreement

1. The undersigned (the "**Holder**") understands that Influencers Interactive Inc. (the "**Corporation**") has entered into a business combination agreement dated **[●]**, 2020 (the "**Business Combination Agreement**") with Fairmont in connection with the Corporation's proposed Business Combination with Fairmont.

2. All capitalized terms not otherwise defined herein have the meaning given to them in the Business Combination Agreement.

3. In consideration of the benefit that the Business Combination will confer upon the Holder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Holder agrees that during the period commencing on the date of the completion of the Business Combination and ending on the date which is 18 months thereafter (the "**Lock-Up Period**"), the Holder will not, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, transfer, assign, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to publicly announce any intention to do any of the foregoing), whether through the facilities of a stock exchange, by private placement or otherwise, any common shares of Fairmont, or other securities of the Corporation or Fairmont convertible into, exchangeable for or exercisable to acquire common shares of Fairmont, directly or indirectly (collectively, the "**Subject Securities**"), unless there occurs a take-over bid or similar transaction involving a change of control of Fairmont. For greater certainty, the Holder may pledge the Subject Securities as collateral for a secured loan.

4. Section 3 above shall not apply to (a) transfers to affiliated entities of the Holder, any family members of the Holder, or any company, trust or other entity owned by or maintained for the benefit of the Holder, (b) transfers occurring by operation of law, provided, in each case, that any such transferee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period, (c) transfers made pursuant to a *bona fide* take-over bid or similar transaction made to all holders of common shares of Fairmont, as applicable, including without limitation, a merger, arrangement or amalgamation, involving a change of control of Fairmont, as applicable, and provided that in the event the take-over or acquisition transaction is not completed, the Subject Securities shall remain subject to the restrictions contained in this lock-up agreement.

5. Notwithstanding the restrictions on transfers of Subject Securities pursuant to this lock-up agreement, the Holder may undertake a transfer (sale or any other transactions related to the Subject Securities) of Subject Securities based on the following release schedule:

Release Date	**Percentage of Subject Securities to be Released**
Effective Date	10%
3 months following the Effective Date	15%
6 months following the Effective Date	15%
9 months following the Effective Date	15%
12 months following the	15%

Effective Date	
15 months following the Effective Date	15%
18 months following the Effective Date	15%

6. The Holder represents and warrants that it has good and marketable title to the Subject Securities and understands that Fairmont is relying upon this lock-up agreement in proceeding towards consummation of the Business Combination. The Holder further understands that this lock-up agreement is irrevocable and shall be binding upon the Holder's legal representatives, successors, and permitted assigns, and shall enure to the benefit of Fairmont and its legal representatives, successors and assigns.

7. The Holder agrees and consents to the entry of stop transfer restrictions with Fairmont's transfer agent and registrar, or the equivalent, against the transfer of the Subject Securities in compliance with this lock-up agreement.

8. This lock-up agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

[signature page follows]

If Holder is a corporation, trust, partnership or other entity:

_____
Name of Holder

_____
Signature of Person Signing

_____
Title of Person Signing

If Holder is an individual:

_____
Signature

_____
Name of Individual