

GLOBALIVE TECHNOLOGY INC.

AND

YOOMA CORP.

ARRANGEMENT AGREEMENT

Dated December 16, 2020

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of December 16, 2020

AMONG:

GLOBALIVE TECHNOLOGY INC., a corporation existing under the laws of Ontario (“**GTI**”)

- and -

YOOMA CORP., a corporation existing under the laws of Ontario (“**Yooma**”)

RECITALS:

- A. The board of directors of each of the Parties has determined that it would be in the best interests of such Party for GTI and Yooma to amalgamate in accordance with the terms and conditions of this Agreement;
- B. Such amalgamation, and the other matters contemplated by the Plan of Arrangement, are proposed to be completed pursuant to a plan of arrangement under the provisions of the *Business Corporations Act* (Ontario);
- C. Upon the effectiveness of the plan of arrangement, shareholders of GTI and Yooma will receive Resulting Issuer Shares (as defined herein) in the proportions and to the extent set out herein; and
- D. The parties hereto have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transaction herein provided for.

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, the following words and terms have the meanings set out below:

“**Acquisition Proposal**” means, other than either (i) the transactions contemplated by this Agreement or (ii) Spin-Out and Reorganization Transactions, any offer, proposal or inquiry from any Person or group of Persons (other than Yooma or any affiliate of Yooma), whether or not in writing and whether or not delivered to GTI Shareholders, relating to: (a) any direct or indirect acquisition, purchase, disposition (or any lease, long-term license agreement or other arrangement having the same economic effect as a sale), through one or more transactions, of (i) the assets of GTI and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of GTI and its Subsidiaries, taken as a whole, or which contribute 20% or more of the consolidated revenue of GTI and its Subsidiaries, taken as a whole, or (ii) 20% or more of any voting or equity securities of GTI or 20% or more of any voting or equity securities of any one or more of any of GTI’s Subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more

of the consolidated assets of GTI and its Subsidiaries, taken as a whole (in each case, determined based upon the most recently publicly available consolidated financial statements of GTI); (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities (including securities convertible into or exercisable or exchangeable for securities or equity interests) of GTI or any of its Subsidiaries; (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or other similar transaction or series of transactions involving GTI or any of its Subsidiaries; or (d) any other similar transaction or series of transactions involving GTI or any of its Subsidiaries;

“affiliate” has the meaning ascribed thereto in the NI 45-106 – *Prospectus Exemptions*;

“Agreement” means this arrangement agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“Arrangement” means the arrangement of GTI and Yooma under Section 182 of the OBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order (with the prior written consent of each of the Parties, each acting reasonably);

“Articles of Arrangement” means the articles of arrangement of GTI and Yooma in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order is made, which shall be in the form and substance satisfactory to each of the Parties, each acting reasonably;

“Authorization” means, with respect to any Person, any authorization, Order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person;

“Benefit Plans” means, with respect to a Party, all health, welfare, dental, vision, sickness, death, life, cafeteria, flexible spending, supplemental unemployment benefit, bonus, change of control, profit sharing, option, insurance, incentive, incentive compensation, or deferred compensation plans, share purchase, share compensation, or other equity-based compensation plans, disability, pension or retirement income or savings plans, employee stock ownership plan or employee stock purchase plans, or vacation or other paid time off, severance, employment or individual consulting agreements and any other material employee compensation arrangement or benefit plans, trust, funds, policies, programs, arrangements, or practices which are (a) sponsored, maintained, contributed to or required to be contributed to by such Party or its Subsidiaries, or (b) for which such Party or its Subsidiaries has any liability or contingent liability with respect to any current or former employee, officer, director or independent contractor of such Party or any of its Subsidiaries, excluding Statutory Plans (but including, for greater certainty, the GTI Equity Incentive Plan);

“Breaching Party” has the meaning ascribed thereto in Section 6.2(b);

“Business Day” means any day, other than a Saturday, a Sunday or any day on which banks are closed or authorized to be closed for business in the Province of Ontario or in the State of Delaware;

“Canadian Securities Laws” means the Securities Act, together with all other applicable securities Laws, rules and regulations and published policies thereunder or under the securities laws of any other province or territory of Canada;

“Certificate of Arrangement” means the certificate of arrangement to be issued pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement;

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

“Contract” means any written or oral contract, agreement, license, franchise, lease, arrangement, commitment, joint venture, partnership or other right or obligation to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which any of their respective properties or assets is subject;

“Court” means the Ontario Superior Court of Justice (Commercial List) or other competent court, as applicable;

“CSE” means the Canadian Securities Exchange;

“Disclosure Letters” means, collectively, the GTI Disclosure Letter and the Yooma Disclosure Letter;

“Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

“Effective Date” means the date of the Certificate of Arrangement giving effect to the Arrangement;

“Effective Time” means the time on the Effective Date that the Arrangement becomes effective, as set out in the Plan of Arrangement;

“Environmental Claim” means in respect of an entity any claim, action, cause of action, investigation or written notice by any Person alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release into the environment, of an Hazardous Substance at any location, whether or not owned or operated by such entity or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law;

“Environmental Laws” means all Laws relating to pollution, to the protection or quality of the environment, to the Release of Hazardous Substances to the environment, to protection of natural resources, to human health and safety, or to management of waste, and all Authorizations issued pursuant to such Laws;

“Final Order” means the final order of the Court in a form acceptable to each of the Parties, each acting reasonably, pursuant to Section 182 of the OBCA approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of each

of the Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to each of the Parties, each acting reasonably) on appeal;

“Governmental Entity” means: (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, minister, ministry, bureau, agency or instrumentality, domestic or foreign; (b) any stock exchange, including each of the TSXV and the CSE; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing;

“GTI Arrangement Resolution” means the special resolution of GTI Shareholders approving the Arrangement and the Spin-Out and Reorganization Transactions which is to be considered at the GTI Meeting substantially in the form of Schedule B-1 hereto;

“GTI Board” means the board of directors of GTI, as the same is constituted from time to time;

“GTI Board Recommendation” has the meaning ascribed thereto in Section 2.6(c);

“GTI Change in Recommendation” has the meaning ascribed thereto in Section 6.2(a)(iii)(A);

“GTI Data Room” means the material contained in the virtual data room established by GTI as at 11:59 p.m. (Toronto time) on December 15, 2020, the index of documents of which is appended to the GTI Disclosure Letter;

“GTI Delisting” means the delisting of the GTI Shares from the TSXV;

“GTI Delisting Resolution” means the ordinary resolution of GTI Shareholders approving the GTI Delisting, which is to be considered at the GTI Meeting, the full text of which is set out in Schedule A hereto

“GTI Disclosure Letter” means the disclosure letter dated the date of this Agreement executed and delivered by GTI to Yooma in connection with the execution of this Agreement;

“GTI Equity Award Holders” means the holders of GTI Options and GTI RSUs;

“GTI Equity Incentive Plan” means the 2018 Omnibus Equity Incentive Compensation Plan of GTI;

“GTI Meeting” means the special meeting of GTI Shareholders, including any adjournment or postponement thereof, held to consider and approve, among other things, the GTI Resolutions and the stock option plan of the Resulting Issuer;

“GTI Options” means options to purchase GTI Shares granted under the GTI Equity Incentive Plan;

“GTI Public Documents” means all forms, reports, schedules, statements and other documents which are publicly filed by GTI pursuant to the Canadian Securities Laws;

“GTI Resolutions” means the GTI Arrangement Resolution and the GTI Delisting Resolution;

“GTI RSUs” means restricted share units issued under the GTI Equity Incentive Plan;

“GTI Shareholder Approval” means the approval of the GTI Resolutions by GTI Shareholders at the GTI Meeting in accordance with Section 2.3(d);

“GTI Shareholders” means the registered and/or beneficial holders of GTI Shares and, for the purposes of the GTI Meeting, the GTI Resolutions and GTI Shareholder Approval, includes the GTI Equity Award Holders to the extent required by, and on the terms specified in, the Interim Order;

“GTI Shares” means the common shares in the authorized share capital of GTI;

“GTI Termination Payment” has the meaning ascribed thereto in Section 6.3(b);

“GTI Termination Payment Event” has the meaning ascribed thereto in Section 6.3(c);

“GTI Voting Support Shareholders” means those GTI Shareholders set out in Section 1.1(a) of the GTI Disclosure Letter;

“Hazardous Substances” means any material or substance that is prohibited, listed, defined, designated or classified as dangerous, hazardous, radioactive, explosive, corrosive, flammable, leachable, oxidizing, or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws, and including petroleum and all derivatives thereof or synthetic substitutes therefor (including polychlorinated biphenyls);

“IFRS” means generally accepted accounting principles in Canada from time to time including, for the avoidance of doubt, the standards prescribed in Part I of the CPA Canada Handbook - Accounting (International Financial Reporting Standards) as the same may be amended, supplemented or replaced from time to time;

“including” means including without limitation, and **“include”** and **“includes”** have a corresponding meaning;

“Information Circular” means the notice of the GTI Meeting and the notice of the Yooma Meeting, together with the accompanying joint management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to GTI Shareholders in connection with the GTI Meeting and Yooma Shareholders in connection with the Yooma Meeting, as amended, supplemented or otherwise modified from time to time;

“Intellectual Property” means anything that is or may be protected by any Intellectual Property Rights in any jurisdiction;

“Intellectual Property Rights” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works,

mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property;

“Interim Order” means the interim order of the Court in a form acceptable to each of the Parties, each acting reasonably, providing for, among other things, the calling and holding of the GTI Meeting, as the same may be amended, modified, supplemented or varied by the Court (with the consent of each of the Parties, each acting reasonably);

“Law” or “Laws” means, with respect to any Person, any applicable laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other legally binding requirements, whether domestic or foreign, and the terms and conditions of any Authorization of or from any Governmental Entity, and, for greater certainty, includes Canadian Securities Laws and U.S. Securities Laws;

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third-party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“Material Adverse Effect” means, in respect of any Party, any event, change, occurrence, effect, state of facts or circumstances that, individually or in the aggregate with other events, changes, occurrences, effects, states of facts or circumstances (i) is, or would reasonably be expected to be, material and adverse to the business, assets, financial condition or results of operations of that Party and its Subsidiaries taken as a whole or (ii) prevents or materially delays, or would reasonably be expected to prevent or materially delay, the consummation of any of the Arrangement and the other transactions contemplated by this Agreement; except, in the case of clause (i) above, any such event, change, occurrence, effect, state of facts or circumstances resulting from or arising in connection with:

- (a) any change or development generally affecting the industries, businesses or segments thereof in which such Party and its Subsidiaries operate;
- (b) any change or development in global, national or regional political conditions (including any general strikes or lockouts, riots, general work slowdowns or stoppages, or act of espionage, cyberattack, sabotage or terrorism or any outbreak of hostilities or declared or undeclared war or any escalation or worsening thereof) or any earthquake, flood or other natural disaster or epidemic (and any related impacts of such epidemic), including for greater certainty COVID-19;
- (c) any change in general economic, business, banking or regulatory conditions or in global financial, credit, currency or financial or securities markets in Canada or the United States;

- (d) any change in applicable generally acceptable accounting principles, including IFRS, after the date of this Agreement;
- (e) changes or developments in or relating to currency exchange or interest rates;
- (f) any change in applicable Laws after the date of this Agreement (*provided* that this clause (f) shall not apply with respect to any representation or warranty the purpose of which is to address compliance with applicable Laws);
- (g) the execution, announcement or pendency of this Agreement or the consummation of the transactions contemplated herein (*provided* that this clause (g) shall not apply with respect to any representation or warranty the purpose of which is to address the consequences resulting from the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement or the performance of obligations under this Agreement);
- (h) actions or inactions expressly required by this Agreement or that are taken with the prior written consent of the other Party (provided, that this clause (h) shall not apply with respect to any representation or warranty the purpose of which is to address the consequences resulting from the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement or the performance of obligations under this Agreement); or
- (i) any change in the market price or trading volume of any publicly traded securities of such Party or any suspension of trading in securities generally on any securities exchange on which any publicly traded securities of such Party trade (it being understood that the causes underlying such changes in market price or trading volume or suspension of trading may be taken into account, to the extent permitted by this Agreement, in determining whether a Material Adverse Effect has occurred);

provided, however, that (I) any such event, change, occurrence, effect, state of facts or circumstances referred to in paragraphs (a) to and including (f) above does not materially and disproportionately affect such Party and its Subsidiaries, taken as a whole, compared to other companies operating in the business or industries in which such Party and its Subsidiaries operate; and (II) references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred.

“Material Contract” means the contracts of a Party which are material to such Party, including those contracts as set forth in the GTI Disclosure Letter and the Yooma Disclosure Letter, respectively;

“MI 61-101” means Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions*;

“misrepresentation” has the meaning ascribed thereto in the Securities Act;

“NI 45-106” means National Instrument 45-106 - *Prospectus Exemptions*;

“**OBCA**” means the *Business Corporations Act* (Ontario), and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**Order**” means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Entity (in each case, whether temporary, preliminary or permanent);

“**Outside Date**” means March 31, 2021, or such other earlier or later date as may be agreed to in writing by the Parties.

“**Parties**” means GTI and Yooma and “**Party**” means either of them, as the context requires;

“**Permitted Liens**” means, in respect of a Party or any of its Subsidiaries, any one or more of the following:

- (a) Liens for Taxes not at the time due and payable or otherwise contested in good faith or for which adequate reserves have been established;
- (b) restrictions, covenants, land use contracts, rent charges, building schemes, declarations of covenants, conditions and restrictions, servicing agreements, or other registered agreements or instruments in favour of any Governmental Entity, easements, rights-of-way, servitudes, rental pool agreements or other similar rights in or with respect to real property granted to or reserved by other persons or properties, which individually or in the aggregate do not materially impair the use of or the operation of the business of such Person or the property subject thereto and provided that same have been complied with;
- (c) inchoate or statutory Liens or privileges imposed by Law such as contractors, subcontractors, carriers, warehousemen’s, mechanics, builder’s, workers, suppliers, and materialmen’s and others in respect of the construction, maintenance, repair or operation of real or personal property;
- (d) any security given to a public or private utility or other service provider or any other Governmental Entity when required by such utility or other Governmental Entity in connection with the operations of such person in the ordinary course of its business, but only to the extent relating to costs and expenses for which payment is not due;
- (e) any right reserved to or vested in any Governmental Entity by the terms of any permit, licence, certificate, order, grant, classification (including any zoning laws and ordinances and similar legal requirements), registration or other consent, approval or authorization acquired by such person from any Governmental Entity or by any Law, to terminate any such permit, licence, certificate, order, grant, classification, registration or other consent, approval or authorization or to require annual or other payments as a condition to the continuance thereof and which in the aggregate do not materially impair the use of or the operation of the business of such Person or the property subject thereto;
- (f) subdivision plans, site plans, subdivision plats, maps, surveys and similar instruments registered or recorded in the ordinary course of business which do not

materially impair the use of or the operation of the business of such Person or the property subject thereto and provided the same have been complied with;

- (g) the reservations, exceptions, limitations, provisos and conditions, if any, expressed in any grants from the Crown or similar Governmental Entity of any owned, leased or licenced real property;
- (h) such other immaterial imperfections or immaterial irregularities of title or Lien that, in each case, do not materially adversely affect the use of the properties or assets subject thereto or otherwise materially adversely impair business operations of such properties;
- (i) purchase money liens and liens securing rental payments under capital lease arrangements; or
- (j) Liens as listed and described in Section 1.1(b) of the Party's respective Disclosure Letter;

"Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"Personal Information" means any data or information in any media that is used or reasonably capable of being used to identify an individual, browser, or device and any other data or information that constitutes personal data or personal information under any Law to which a Party or any of its Subsidiaries is subject, and includes, but is not limited to, an individual's first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, Social Security number or other third-party issued identifier (including state identification number, driver's license number, or passport number), biometric data, health or medical information, credit card or other financial information (including bank account information), employment-related information, IP address and cookie information, or any other browser- or device-specific number or identifier; *provided* that none of the foregoing shall be considered **"Personal Information"** to the extent such information does not constitute personal data or personal information under applicable Laws;

"Plan of Arrangement" means the plan of arrangement of GTI and Yooma, substantially in the form of Schedule A hereto, and any amendments or variations thereto made in accordance with this Agreement and the Plan of Arrangement or upon the direction of the Court (with the prior written consent of each of the Parties, each acting reasonably) in the Final Order;

"Proceeding" means any suit, claim, action, charge, complaint, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or investigation commenced, brought, conducted or heard by or before, any court or other Governmental Entity;

"Proposed Agreement" has the meaning ascribed thereto in Section 4.4(f);

"Public Official" means any Person holding, representing or acting on behalf of a Person holding a legislative, administrative or judicial office, and any Person employed by, representing or acting on behalf of a Governmental Entity or enterprise thereof, public international organization, any

political party or party official, or any candidate for any political office or any official or employee of any public hospital, agency or health care institution;

“Put Call Agreement” means the put, call and right of first refusal agreement between GTI, Globalive Capital Inc., 2629331 Ontario Inc. and JJR Private Capital II Limited Partnership dated June 21, 2018;

“Registrations” means, with respect to a Party, any Authorizations, approvals, clearances, licenses, permits, certificates or exemptions issued by any Governmental Entity that are required for the research, development, manufacture, distribution, marketing, storage, transportation, use and sale of the products of such Party or its Subsidiaries;

“Release” means any spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance into the environment or within any building, structure, facility or fixture;

“Representative” means an officer, director, employee, representative (including any financial or other advisor) or agent of a Party or any of its Subsidiaries;

“Required Consent” means, with respect to a Party, those third-party consents required to be obtained by such Party under any Material Contracts or Authorizations of such Party in connection with the consummation of the Arrangement as set forth in such Party’s Disclosure Letter;

“Response Period” has the meaning ascribed thereto under Section 4.4(f)(v);

“Resulting Issuer” means the corporation resulting from the amalgamation of GTI and Yooma pursuant to the Arrangement;

“Resulting Issuer Shares” means the common shares in the authorized capital of the Resulting Issuer;

“Securities Act” means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder;

“Securities Authority” means the applicable securities commission or securities regulatory authority of a province or territory of Canada;

“Shareholder Approvals” means, collectively, the GTI Shareholder Approval and the Yooma Shareholder Approval.

“Shareholder Meetings” means, collectively, the GTI Meeting and the Yooma Meeting;

“Shareholders” means, collectively, GTI Shareholders and Yooma Shareholders;

“Spin-Out and Reorganization Transactions” means those transactions to be undertaken by GTI prior to the Effective Time as part of the Plan of Arrangement and pursuant to the terms of the Transfer Agreement, with such amendments or changes as GTI, acting reasonably, may determine are required or desirable;

“Statutory Plans” means statutory benefit plans which a Party and any of its Subsidiaries are required to participate in or comply with, including any benefit plan administered by any federal or provincial Governmental Entity and any benefit plans administered pursuant to applicable health, Tax, workplace safety insurance, and employment insurance Laws;

“Subsidiary” has the meaning ascribed thereto in the NI 45-106, in force as of the date of this Agreement;

“Superior Proposal” means an unsolicited *bona fide* written Acquisition Proposal to acquire all of the outstanding GTI Shares or all or substantially all of the assets of GTI and its Subsidiaries on a consolidated basis made by an arm’s length third party after the date of this Agreement: (a) that did not result from or involve a breach of this Agreement or any agreement between the Person making such Acquisition Proposal and GTI; (b) that is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be, or as at the closing of such transaction will be, available to the satisfaction of the GTI Board, acting in good faith (after receipt of advice from its financial advisors, if any, and its outside legal counsel); and (c) that is not subject to a due diligence and/or access condition; (d) in respect of which the GTI Board and any relevant committee thereof determines in good faith, after consultation with its outside financial and legal advisors, and after taking into account all the terms and conditions of such Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, (i) is reasonably capable of being consummated without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal, and (ii) would, if consummated in accordance with its terms (but without assuming away the risk of non-completion), result in a transaction that is more favourable, from a financial point of view, to GTI Shareholders, than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by Yooma pursuant to Section 4.4(g));

“Superior Proposal Notice” has the meaning ascribed thereto in Section 4.4(f)(iii);

“Tax” or **“Taxes”** means: (i) any taxes, duties, fees, premiums, assessments, imposts, levies and other like charges imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Québec and other pension plan premiums or contributions imposed by any Governmental Entity; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“Tax Act” means the *Income Tax Act* (Canada);

“Tax Returns” means returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Governmental Entity to be made, prepared or filed by Law in respect of Taxes;

“Terminating Party” has the meaning ascribed thereto in Section 6.2(b);

“Termination Notice” has the meaning ascribed thereto in Section 6.2(b);

“Third Party Beneficiaries” has the meaning ascribed thereto in Section 7.9;

“Transfer Agreement” means means the form of transfer agreement attached as Exhibit A of the Plan of Arrangement;

“TSXV” means the TSX Venture Exchange;

“U.S. Securities Act” means the U.S. Securities Act of 1933, as amended;

“U.S. Securities Laws” means the U.S. Securities Act and all other applicable U.S. federal securities laws;

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

“Voting Debt” means indebtedness having general voting rights (or that is convertible into securities having such rights);

“Voting Support Agreements” means, collectively, the voting and support agreements between GTI, Yooma and each Voting Support Shareholder, in each case, substantially in the form of Schedule D.

“Voting Support Shareholders” means, collectively, the GTI Voting Support Shareholders and the Yooma Voting Support Shareholders.

“Yooma Board” means the board of directors of Yooma as the same is constituted from time to time;

“Yooma Data Room” means the material contained in the virtual data room established by Yooma as at 11:59 p.m. (Toronto time) on December 15, 2020, the index of documents of which is appended to the Yooma Disclosure Letter;

“Yooma Disclosure Letter” means the disclosure letter dated the date of this Agreement executed and delivered by Yooma to GTI in connection with the execution of this Agreement;

“Yooma Meeting” means the special meeting of Yooma Shareholders, including any adjournment or postponement thereof, held to consider and approve, among other things, the Yooma Resolution;

“Yooma Resolution” means the special resolution of Yooma Shareholders approving the Arrangement which is to be considered at the Yooma Meeting substantially in the form of Schedule B-3 hereto;

“Yooma Shareholder Approval” means the approval of the Yooma Resolution by Yooma Shareholders at the Yooma Meeting;

“Yooma Shareholders” means the registered and/or beneficial holders of Yooma Shares;

“Yooma Shares” means the common shares in the authorized share capital of Yooma; and

“Yooma Voting Support Shareholders” means those Yooma Shareholders set out in Section 1.1(a) of the Yooma Disclosure Letter.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender shall include all genders.

1.4 Computation of Time

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Time References

In this Agreement, unless otherwise expressly provided or unless the contrary intention appears, references to time are to local time in Toronto, Ontario.

1.6 Currency

Unless otherwise stated, all references in this Agreement to (a) sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars and (b) US\$ are to United States dollars.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in accordance with IFRS consistently applied.

1.8 Knowledge

- (a) In this Agreement, references to “the knowledge of GTI” means the actual knowledge of Anthony Lacavera, Brice Scheschuk and Simon Lockie, and is deemed to include the knowledge that each would have after due and diligent inquiry.
- (b) In this Agreement, references to “the knowledge of Yooma” means the actual knowledge of Jordan Greenberg and Aaron Wolfe, and is deemed to include the knowledge that each would have after due and diligent inquiry.

1.9 Statutes

In this Agreement, any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

1.10 Capitalized Terms

Unless otherwise expressly provided therein, all capitalized terms used in any Schedule or Disclosure Letter have the meanings ascribed to them in this Agreement.

1.11 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A	-	Form of Plan of Arrangement
Schedule B-1	-	Form of GTI Arrangement Resolution
Schedule B-2	-	Form of GTI Delisting Resolution
Schedule B-3	-	Form of Yooma Resolution
Schedule C-1	-	Representations and Warranties of GTI
Schedule C-2	-	Representations and Warranties of Yooma
Schedule D	-	Form of Voting Support Agreement
Schedule E	-	Spin-Out and Reorganization Transactions

1.12 Disclosure Letters

The Disclosure Letters form an integral part of this Agreement for all purposes hereof.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement

The Parties agree that the Arrangement will be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 Board Approvals

- (a) GTI represents and warrants to Yooma that the GTI Board has unanimously determined that:
 - (i) the Arrangement is fair to GTI Shareholders;
 - (ii) it will recommend that GTI Shareholders vote in favour of the GTI Resolutions at the GTI Meeting; and
 - (iii) the Arrangement and entry into this Agreement are in the best interests of GTI.
- (b) Yooma represents and warrants to GTI that the Yooma Board has unanimously determined that:
 - (i) the Arrangement is fair to Yooma Shareholders;
 - (ii) it will recommend that Yooma Shareholders vote in favour of the Yooma Resolution at the Yooma Meeting; and
 - (iii) the Arrangement and entry into this Agreement are in the best interests of Yooma.

2.3 Interim Order

As soon as reasonably practicable following the execution of this Agreement, but in any event no later than December 18, 2020, GTI and Yooma shall jointly apply to the Court in a manner acceptable to each of the Parties, acting reasonably, pursuant to Section 182 of the OBCA and prepare, file and diligently pursue an application to the Court for the Interim Order, which shall provide, among other things:

- (a) for the classes of Persons to whom notice is to be provided in respect of the Arrangement, the GTI Meeting, and the Yooma Meeting and for the manner in which such notice is to be provided;
- (b) for confirmation of the record date for the GTI Meeting for the purposes of determining the GTI Shareholders entitled to receive notice of and vote at the GTI Meeting;
- (c) for confirmation of the record date for the Yooma Meeting for the purposes of determining the Yooma Shareholders entitled to receive notice of and vote at the Yooma Meeting;
- (d) that the requisite approval for the GTI Arrangement Resolution shall be: (i) 66 $\frac{2}{3}$ % of the votes cast on the GTI Arrangement Resolution by GTI Shareholders present in person or represented by proxy at the GTI Meeting; (ii) if, and to the extent, required, a simple majority of the votes cast by GTI Shareholders present in person or represented by proxy at the GTI Meeting excluding the votes cast by GTI Shareholders that are required to be excluded pursuant to MI 61-101 for purposes of the Arrangement, and (iii) a simple majority of the votes cast by GTI

Shareholders present in person or represented by proxy at the GTI Meeting excluding the votes cast by GTI Shareholders that are required to be excluded pursuant to any applicable policies of the TSXV for purposes of the Spin-Out and Reorganization Transactions;

- (e) that the requisite approval for the Yooma Resolution shall be: (i) 66 $\frac{2}{3}$ % of the votes cast on the Yooma Resolution by Yooma Shareholders present in person or represented by proxy at the Yooma Meeting; and (ii) if, and to the extent, required, a simple majority of the votes cast by Yooma Shareholders present in person or represented by proxy at the Yooma Meeting excluding the votes cast by Yooma Shareholders that are required to be excluded pursuant to MI 61-101 for purposes of the Arrangement;
- (f) that the Parties intend to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act in connection with the issuance of Resulting Issuer Shares as contemplated by the Arrangement, subject to and conditional upon the Court's determination following a hearing that the Arrangement is fair and reasonable to such shareholders;
- (g) that the GTI Meeting may be adjourned or postponed from time to time by the GTI Board subject to the terms of this Agreement without the need for additional approval of the Court;
- (h) that the Yooma Meeting may be adjourned or postponed from time to time by the Yooma Board subject to the terms of this Agreement without the need for additional approval of the Court;
- (i) that the record date for the GTI Shareholders entitled to notice of and to vote at the GTI Meeting will not change in respect of any adjournment(s) of the GTI Meeting, unless required by Securities Laws;
- (j) that the record date for the Yooma Shareholders entitled to notice of and to vote at the Yooma Meeting will not change in respect of any adjournment(s) of the Yooma Meeting, unless required by Securities Laws;
- (k) that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the constating documents of GTI, including quorum requirements and other matters, shall apply in respect of the GTI Meeting;
- (l) that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the constating documents of Yooma, including quorum requirements and other matters, shall apply in respect of the Yooma Meeting;
- (m) for the grant of the Dissent Rights to registered holders of GTI Shares as set forth in the Plan of Arrangement;
- (n) for the grant of the Dissent Rights to registered holders of Yooma Shares as set forth in the Plan of Arrangement;
- (o) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

- (p) for such other matters as a Party may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably withheld or delayed.

2.4 The GTI Meeting

Subject to the terms of this Agreement and (except in respect of Section 2.4(b)) receipt of the Interim Order, GTI shall, subject to the terms of the Interim Order:

- (a) convene and conduct the GTI Meeting in accordance with its constating documents, the Interim Order and applicable Laws, as soon as reasonably practicable, and in any event on or before January 25, 2021;
- (b) in consultation with Yooma, fix and publish a record date for the purposes of determining GTI Shareholders entitled to receive notice of and vote at the GTI Meeting and give notice to Yooma of the GTI Meeting;
- (c) allow representatives and legal counsel of Yooma to attend the GTI Meeting;
- (d) not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the GTI Meeting without Yooma's prior written consent, except:
 - (i) as required for quorum purposes (in which case the meeting shall be adjourned and not cancelled), by Law or by a Governmental Entity or by valid GTI Shareholder action (which action is not solicited or proposed by GTI or the GTI Board and subject to compliance by GTI with Section 4.3(c)); or
 - (ii) as otherwise expressly permitted under this Agreement;
- (e) unless the GTI Board has made a GTI Change in Recommendation in accordance with the applicable provisions of this Agreement, use commercially reasonable efforts to solicit proxies in favour of the GTI Resolutions and against any resolution submitted by any GTI Shareholder that is inconsistent with the GTI Resolutions and the completion of any of the transactions contemplated by this Agreement, including, if so requested by Yooma, and at Yooma's expense, using the services of dealers and proxy solicitation firms to solicit proxies in favour of the approval of the GTI Resolutions;
- (f) provide Yooma with copies of or access to information regarding the GTI Meeting generated by any dealer or proxy solicitation services firm engaged by GTI, as reasonably requested from time to time by Yooma;
- (g) permit Yooma to, on behalf of the management of GTI, directly or through a soliciting dealer, actively solicit proxies in favour of the Arrangement on behalf of GTI's management in compliance with Law, and disclose in the Information Circular that Yooma may make such solicitations;
- (h) promptly advise Yooma as frequently as Yooma may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date

of the GTI Meeting, as to the aggregate tally of the proxies received by GTI in respect of the GTI Resolutions;

- (i) promptly advise Yooma of any written communication from any GTI Shareholder in opposition to the Arrangement, written notice of dissent or purported exercise by any GTI Shareholder of Dissent Rights received by GTI in relation to the Arrangement and any withdrawal of Dissent Rights received by GTI and any written communications sent by or on behalf of GTI to any GTI Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement;
- (j) not make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of Yooma, such consent not to be unreasonably withheld, delayed or conditioned;
- (k) not change the record date for the GTI Shareholders entitled to vote at the GTI Meeting in connection with any adjournment or postponement of the GTI Meeting unless required by Law; and
- (l) at the reasonable request of Yooma from time to time, promptly provide Yooma with a list (in both written and electronic form), as at the record date of the GTI Meeting, of: (i) the registered GTI Shareholders, together with their addresses and respective holdings of GTI Shares; (ii) the names and addresses (to the extent in GTI's possession or otherwise reasonably obtainable by GTI) and holdings of all Persons having rights issued by GTI to acquire GTI Shares (including GTI Equity Award Holders); and (iii) participants in book-based systems and non-objecting beneficial owners of GTI Shares, together with their addresses and respective holdings of GTI Shares. GTI shall from time to time require that its registrar and transfer agent furnish Yooma with such additional information, including updated or additional lists of GTI Shareholders and lists of holdings and other assistance as Yooma may reasonably request.

2.5 The Yooma Meeting

Subject to the terms of this Agreement and (except in respect of Section 2.5(b)) receipt of the Interim Order, Yooma shall, subject to the terms of the Interim Order:

- (a) convene and conduct the Yooma Meeting in accordance with its constating documents, the Interim Order and applicable Laws, as soon as reasonably practicable, and in any event on or before January 25, 2021;
- (b) in consultation with GTI, fix and publish, as applicable, a record date for the purposes of determining Yooma Shareholders entitled to receive notice of and vote at the Yooma Meeting and give notice to GTI of the Yooma Meeting;
- (c) allow representatives and legal counsel of GTI to attend the Yooma Meeting;
- (d) not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Yooma Meeting without GTI's prior written consent, except:

- (i) as required for quorum purposes (in which case the meeting shall be adjourned and not cancelled), by Law or by a Governmental Entity or by valid Yooma Shareholder action (which action is not solicited or proposed by Yooma or the Yooma Board and subject to compliance by GTI with Section 4.3(c)); or
 - (ii) as otherwise expressly permitted under this Agreement;
- (e) use commercially reasonable efforts to solicit proxies in favour of the Yooma Resolution and against any resolution submitted by any Yooma Shareholder that is inconsistent with the Yooma Resolution and the completion of any of the transactions contemplated by this Agreement;
- (f) promptly advise GTI as frequently as GTI may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Yooma Meeting, as to the aggregate tally of the proxies received by Yooma in respect of the Yooma Resolution;
- (g) promptly advise GTI of any written communication from any Yooma Shareholder in opposition to the Arrangement, written notice of dissent or purported exercise by any Yooma Shareholder of Dissent Rights received by Yooma in relation to the Arrangement and any withdrawal of Dissent Rights received by Yooma and any written communications sent by or on behalf of Yooma to any Yooma Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement;
- (h) not make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of GTI; and
- (i) not change the record date for the Yooma Shareholders entitled to vote at the Yooma Meeting in connection with any adjournment or postponement of the Yooma Meeting unless required by Law.

2.6 The Information Circular

- (a) Subject to compliance with Section 2.6(c) by each of the Parties, the Parties shall
 - (i) as promptly as reasonably practicable following execution of this Agreement, prepare the Information Circular together with any other documents required by applicable Laws in connection with the Shareholder Meetings (it being understood that legal counsel for Yooma shall have primary drafting responsibility for the Information Circular) and
 - (ii) as promptly as reasonably practicable after obtaining the Interim Order, file the Information Circular in all jurisdictions where the same is required to be filed by it, as applicable, and mail the Information Circular to each GTI Shareholder and Yooma Shareholder, as applicable, and any other Person as required under applicable Laws and by the Interim Order, in each case, using commercially reasonable efforts so as to permit the GTI Meeting to be held by the dates specified in Sections 2.4(a) and 2.5(a), as applicable.
- (b) On the date of mailing thereof, each of the Parties shall ensure that the Information Circular complies in all material respects with all applicable Laws and the Interim Order, as applicable, and shall contain sufficient detail to permit the GTI

Shareholders and the Yooma Shareholders, as applicable, to form a reasoned judgment concerning the matters to be placed before them at the Shareholder Meetings, as applicable, and, without limiting the generality of the foregoing, shall ensure that the Information Circular will not contain any misrepresentation (except that each Party shall not be responsible for any information included in the Information Circular relating to the other Party or its affiliates that was provided by the other Party or its affiliates, respectively, expressly for inclusion in the Information Circular pursuant to Section 2.6(c)).

- (c) The Information Circular shall: (i) contain the unanimous recommendation of the GTI Board to GTI Shareholders that they vote in favour of the GTI Resolutions (the “**GTI Board Recommendation**”) and state that the GTI Board has unanimously determined, after having received the advice of all necessary advisors, that the Arrangement is fair, from a financial point of view, to GTI Shareholders and that the Arrangement and entry into this Agreement are in the best interests of GTI; (ii) contain the unanimous recommendation of the Yooma Board to Yooma Shareholders that they vote in favour of the Yooma Resolution; (iii) state that each director and senior officer of GTI intends to vote all of such individual's GTI Shares in favour of the GTI Resolutions and against any resolution submitted by any GTI Shareholder that is inconsistent with the Arrangement; (iv) state that each director and senior officer of Yooma intends to vote all of such individual's Yooma Shares in favour of the Yooma Resolution and against any resolution submitted by any Yooma Shareholder that is inconsistent with the Arrangement; (v) state that the GTI Voting Support Shareholders have executed Voting Support Agreements pursuant to which each GTI Voting Support Shareholder has agreed to vote all of such GTI Voting Support Shareholder's GTI Shares in favour of the GTI Resolutions and against any resolution submitted by any GTI Shareholder that is inconsistent with the Arrangement; and (vi) state that the Yooma Voting Support Shareholders have executed Voting Support Agreements pursuant to which each Yooma Voting Support Shareholder has agreed to vote all of such Yooma Voting Support Shareholder's Yooma Shares in favour of the Yooma Resolution and against any resolution submitted by any Yooma Shareholder that is inconsistent with the Arrangement.
- (d) Each of the Parties shall provide the other Party, on a timely basis, with all information regarding itself and its affiliates as required by applicable Laws for inclusion in the Information Circular or in any amendments or supplements to such Information Circular. Each of the Parties shall ensure that such information does not include any misrepresentation concerning itself or its affiliates. The Parties shall also use their commercially reasonable efforts to obtain any necessary consents from any of their respective auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Information Circular and to the identification in the Information Circular of each such advisor.
- (e) Each of the Parties and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Information Circular and related documents prior to the Information Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by the Parties and their respective legal counsel, provided that

all information relating solely to a Party and its affiliates included in the Information Circular shall be in form and content approved in writing by such Party, acting reasonably. The Parties shall be provided with final copies of the Information Circular prior to the mailing to the GTI Shareholders and the Yooma Shareholders.

- (f) Each Party shall indemnify and save harmless the other Party and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which such Party or any of its Representatives may be subject or which such Party or any of its Representatives may suffer as a result of, or arising from, any misrepresentation contained in any information included in the Information Circular that was furnished by the Party, its affiliates and its respective Representatives acting on their behalf, in writing, for inclusion in the Information Circular.
- (g) Each Party shall promptly notify the other Party if at any time before the Effective Date such Party becomes aware that the Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Information Circular as required or appropriate, and in such case, each of the Parties shall promptly mail or otherwise disseminate any amendment or supplement to the Information Circular to the GTI Shareholders and the Yooma Shareholders, as applicable, and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required.

2.7 Final Order

- (a) If: (i) the Interim Order is obtained; and (ii) (A) the GTI Resolutions are passed at the GTI Meeting by GTI Shareholders as provided for in the Interim Order and as required by applicable Law, and (B) the Yooma Resolution is passed at the Yooma Meeting by Yooma Shareholders as provided for in the Interim Order and as required by applicable Law, subject to the terms of this Agreement, GTI and Yooma shall jointly take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 182 of the OBCA as soon as reasonably practicable, but in any event, subject to Section 2.7(b), not later than five (5) Business Days after the last of the Shareholder Approvals is obtained.
- (b) At the date of this Agreement, Court operations have been restricted in response to the COVID-19 pandemic such that the foregoing date may be extended until the earlier of (a) the date that is ten (10) Business Days after the date on which the Court grants a telephonic or other remote means of hearing the application, and (b) the earliest possible date on which the Court grants a hearing date for the application after resuming unrestricted operations

2.8 Court Proceedings

Subject to the terms of this Agreement, each of the Parties shall cooperate with and assist the other Party in seeking the Interim Order and the Final Order, including by providing, on a timely basis, any information reasonably required to be supplied by such Party in connection therewith. Each Party's legal counsel will be provided with reasonable opportunity to review and comment

upon drafts of all material to be filed with the Court in connection with the Arrangement. Subject to applicable Law, neither Party shall file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated by this Section 2.8 or with the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed; provided that, nothing herein shall require either Party to agree or consent to any increase in or variation in the form of the consideration payable to Shareholders pursuant to the Arrangement, or other modification or amendment to such filed or served materials that expands or increases such Party's obligations, or diminishes or limits such Party's rights, set forth in any such filed or served materials or under this Agreement or the Arrangement. Each Party shall also provide to the other Party's legal counsel on a timely basis, copies of any notice of appearance, evidence or other Court documents served on such Party in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by such Party indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. Each Party shall ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, neither Party shall object to the other Party's legal counsel making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate; *provided* that such Party is advised of the nature of any submissions with reasonably sufficient time prior to the hearing and agrees with them, acting reasonably, and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement. Each Party shall also oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement, and, if at any time after the issuance of the Final Order and prior to the Effective Date, either Party is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, the other Party.

2.9 Arrangement and Effective Date

- (a) The Arrangement shall become effective at the Effective Time on the Effective Date. Upon issuance of the Final Order and subject to the satisfaction or waiver of the conditions precedent in Article 5, each of the Parties shall execute and deliver such closing documents and instruments and on the fifth Business Day following satisfaction or waiver of such conditions precedent (excluding conditions that, by their terms, cannot be satisfied until the Effective Time) shall proceed to file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement with the Director pursuant to Section 182 of the OBCA, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any further act or formality.
- (b) The closing of the Arrangement will take place at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario M5L 1B9 at 9:00 a.m. (Eastern time) on the Effective Date, or at such other time and place as may be agreed to by the Parties.

2.10 Announcement and Shareholder Communications

The Parties shall mutually agree on the form of initial press release to be issued by each of them with respect to this Agreement as soon as practicable after its due execution. Except as required by Law, the Parties agree to cooperate in the preparation of presentations, if any, to GTI Shareholders regarding the transactions contemplated by this Agreement. Prior to the Effective Time, each Party shall: (a) not issue any press release or otherwise make public statements with respect to this Agreement or the Arrangement without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; and (b) not make any filing with any Governmental Entity with respect to this Agreement or the Arrangement without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Each Party shall enable the other Party to review and comment on all such press releases prior to the release thereof, shall enable the other Party to review and comment on such filings prior to the filing thereof (other than with respect to confidential information contained in such filing) and shall consider to incorporate the comments of the other Party in good faith; *provided, however*, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing in accordance with applicable Laws, including Canadian Securities Laws and U.S. Securities Laws, and if such disclosure or filing is required and the other Party has not reviewed or commented on the disclosure or filing, the Party making such disclosure or filing shall use commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing. For the avoidance of doubt, the foregoing shall not prevent any Party from making internal announcements to employees and having discussions with shareholders and financial analysts and other stakeholders so long as such statements and announcements to the extent relating to this Agreement or the Arrangement, are limited in content to that contained in the most recent press releases, public disclosures or public statements made by the Parties with respect to this Agreement or the Arrangement. Notwithstanding the foregoing, the provisions of this Section 2.10 related to the approval or contents of filings with Governmental Entities will not apply with respect to filings in connection with the Information Circular, the Interim Order or the Final Order which are governed by other Sections of this Agreement.

2.11 U.S. Tax Matters

The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a) of the Code and this Agreement and the Plan of Arrangement are intended to constitute a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code. Each of the Parties hereto shall treat the Arrangement as a reorganization within the meaning of Section 368(a) of the Code for all U.S. federal and applicable state income tax purposes, and shall treat this Agreement and the Plan of Arrangement as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code, and shall not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Tax Law. Notwithstanding the foregoing, no Party hereto makes any representation, warranty or covenant to any other Party or to any GTI Shareholder, Yooma Shareholder or other holder of GTI securities or Yooma securities (including, without limitation, stock options, warrants, debt instruments or other similar rights or instruments) regarding the U.S. tax treatment of the Arrangement, including, but not limited to, whether the Arrangement will qualify as a reorganization within the meaning of Section 368(a) of the Code or as a tax-deferred reorganization for purposes of any United States state or local income Tax Law.

2.12 U.S. Securities Law Matters

The Parties intend that the issuance of the Resulting Issuer Shares pursuant to the Arrangement will be issued in reliance on the exemptions from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemptions from registration provided by Section 3(a)(10) of the U.S. Securities Act, the Parties agree that the Arrangement will be carried out in accordance with the requirements of the SEC's Staff Legal Bulletin (SLB) No. 3A (June 18, 2008), including the following:

- (a) prior to the issuance of the Interim Order, the Court will be advised of the intention of the Parties to rely on the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Resulting Issuer Shares, in connection with the Arrangement, based on the Court's approval of the Arrangement;
- (b) the Resulting Issuer Shares issued and exchanged in the Arrangement will not be offered in cash;
- (c) the Court will be required to satisfy itself that the Arrangement is fair and reasonable to the GTI Shareholders and the Yooma Shareholders;
- (d) Yooma will ensure that the Yooma Shareholders entitled to receive Resulting Issuer Shares pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (e) the Yooma Shareholders will be advised that the Resulting Issuer Shares to be received by Yooma Shareholders pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued by the Resulting Issuer in reliance on the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act;
- (f) GTI will ensure that the GTI Shareholders entitled to receive Resulting Issuer Shares pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (g) the GTI Shareholders will be advised that the Resulting Issuer Shares to be received by GTI Shareholders pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued by the Resulting Issuer in reliance on the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act;
- (h) the Interim Order will specify that each GTI Shareholder and Yooma Shareholder will have the right to appear before the Court at the hearing to approve the Final Order so long as such Person enters an appearance within a reasonable time;

- (i) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair and reasonable to the GTI Shareholders and the Yooma Shareholders; and
- (j) the Final Order shall include a statement to substantially the following effect: "This Order will serve as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of the Resulting Issuer, pursuant to the Plan of Arrangement."

2.13 Adjustments due to Capital Changes

Subject to Section 4.1, if, on or after the date of this Agreement, any Party: (a) splits, consolidates or reclassifies any of its outstanding securities, as applicable; (b) undertakes any other capital reorganization, or (c) declares, sets aside or pays any dividend or other distribution to its securityholders (other than in connection with the Spin-Out and Reorganization Transactions), the Parties shall make such adjustments to the Arrangement as they determine, each acting reasonably and in good faith, to be necessary to restore the original intention of the Parties in the circumstances.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of GTI

- (a) GTI represents and warrants to Yooma as set forth in Schedule C-1, and acknowledges and agrees that Yooma is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (b) The representations and warranties of GTI contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

3.2 Representations and Warranties of Yooma

- (a) Yooma represents and warrants to GTI as set forth in Schedule C-2, and acknowledges and agrees that GTI is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (b) The representations and warranties of Yooma contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 COVENANTS

4.1 Covenants of GTI Regarding the Conduct of Business

GTI covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Date and the time that this Agreement is terminated in accordance with its terms, except in connection with the Spin-Out and Reorganization Transactions and the assets and Subsidiaries that are to be transferred out of GTI therein, as set forth on Section 4.1 of the GTI Disclosure Letter, as expressly required by this Agreement, as required by applicable Law, Governmental Entity or unless Yooma shall otherwise request or agree in writing (such agreement not to be unreasonably withheld, conditioned or delayed):

- (a) GTI shall and shall cause each of its Subsidiaries to: (i) conduct its and their respective businesses only in, and not take any action except in, the ordinary course of business consistent with past practice; and (ii) use commercially reasonable efforts to preserve intact its and their present business organization, goodwill, business relationships and assets in all material respects and to keep available the services of its and their officers and employees as a group;
- (b) without limiting the generality of Section 4.1(a), GTI shall not, and shall cause each of its Subsidiaries not to, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, directly or indirectly:
 - (i) amend or propose to amend its articles or other constating documents;
 - (ii) issue, sell, grant, award, pledge, dispose of or otherwise encumber or agree to issue, sell, grant, award, pledge, dispose of or otherwise encumber any GTI Shares or other equity or voting interests or any options, share appreciation rights, warrants, calls, conversion or exchange privileges or rights of any kind to acquire (whether on exchange, exercise, conversion or otherwise) any GTI Shares or other equity or voting interests or other securities or any shares of its Subsidiaries (including, for greater certainty, GTI Options, GTI RSUs or any other equity based awards), other than pursuant to the exercise or vesting of GTI Options and GTI RSUs in accordance with their terms;
 - (iii) split, combine or reclassify any outstanding GTI Shares or the securities of any of its Subsidiaries;
 - (iv) declare, set aside or pay any dividend or make any other distribution (whether in cash, securities, or property or any combination thereof);
 - (v) redeem, purchase or otherwise acquire or offer to purchase or otherwise acquire GTI Shares or other securities of GTI or any securities of its Subsidiaries;
 - (vi) amend the terms of any securities of GTI or any of its Subsidiaries;
 - (vii) create any Subsidiary;

- (viii) adopt or propose a plan of liquidation or resolutions providing for the liquidation or dissolution of GTI or any of its Subsidiaries;
- (ix) reorganize, amalgamate or merge GTI or its Subsidiaries with any other Person;
- (x) sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer or agree to sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer any assets of GTI or any of its Subsidiaries or any interest in any assets of GTI or any of its Subsidiaries;
- (xi) acquire (by merger, consolidation, acquisition of shares or assets or otherwise) or agree to acquire, directly or indirectly, any Person, or make any investment or agree to make any investment, directly or indirectly, either by purchase of shares or securities, contributions of capital (other than to wholly-owned Subsidiaries), property transfer or purchase of any property or assets of any other Person;
- (xii) incur any capital expenditures or enter into any agreement obligating GTI or its Subsidiaries to provide for future capital expenditures;
- (xiii) make any changes in financial accounting methods, principles, policies or practices, except as required, in each case, by IFRS;
- (xiv) reduce the stated capital of the shares of GTI or any of its Subsidiaries;
- (xv) incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person or make any loans or advances;
- (xvi) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, liabilities or obligations other than payment of any fees related to the Arrangement;
- (xvii) enter into any agreement that, if entered into prior to the date hereof, would have been a Material Contract, or modify, amend in any material respect, transfer or terminate any Material Contract, or waive, release, or assign any material rights or claims thereto or thereunder;
- (xviii) enter into or terminate any material interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or other financial instruments or like transaction, other than in the ordinary course of business consistent with past practice;
- (xix) except as required by the terms of any written employment Contracts in effect on the date of this Agreement and disclosed in the Data Room, (A) grant, accelerate, or increase any severance, change of control or termination pay to (or amend any existing arrangement relating to the foregoing with) any director, officer, employee or individual consultant of GTI or any of its Subsidiaries; (B) grant, accelerate, or increase any

- payment, award (equity or otherwise) or other benefits payable to, or for the benefit of, any director, officer, employee or individual consultant of GTI or any of its Subsidiaries, except in the ordinary course of business consistent with past practice; (C) increase the coverage, contributions, funding requirements or benefits available under any benefit plan or create any new benefit plan; (D) increase compensation (in any form), bonus levels or other benefits payable to any director, officer, employee or consultant of GTI or any of its Subsidiaries or grant any general increase in the rate of wages, salaries, bonuses or other remuneration; (E) make any material determination under any benefit plan that is not in the ordinary course of business consistent with past practice, other than determinations in furtherance of acceleration, vesting or similar determinations in connection with the transactions described herein; or (F) take or propose any action to effect any of the foregoing;
- (xx) negotiate, enter into, extend, amend or terminate any employment, severance, consulting, termination or other similar agreement with any of its officers, directors, employees, agents or consultants, any collective bargaining agreement, union recognition agreement or similar agreement or any benefit plan;
 - (xxi) make or forgive any loans or advances to any of its officers, directors, employees, agents or consultants or change its existing borrowing or lending arrangements for or on behalf of any of such persons pursuant to an employee benefit plan or otherwise;
 - (xxii) make any bonus or profit-sharing distribution or similar payment of any kind;
 - (xxiii) waive, release or condition any material non-compete, non-solicit, non-disclosure, confidentiality or other restrictive covenant owed to GTI; or
 - (xxiv) (A) hire any Person earning an annualized base salary or wage greater than \$100,000 (or its equivalent) or (B) terminate, except for cause, the employment of any Person earning an annualized base salary or wage greater than \$100,000 (or its equivalent);
- (c) GTI shall use all commercially reasonable efforts to cause its current material insurance (or re-insurance) policies maintained by GTI or any of its Subsidiaries not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and reinsurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; *provided* that, subject to Section 4.6(a), neither GTI nor any of its Subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months;

- (d) GTI and each of its Subsidiaries shall not, without the prior written consent of Yooma, to the extent such action materially affects GTI and its Subsidiaries, taken as a whole:
 - (i) take any action inconsistent with past practice relating to the preparation or filing of any Tax Return or the withholding, collecting, remitting and payment of any Tax;
 - (ii) amend any Tax Return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income Tax return for the taxation year ended December 31, 2019;
 - (iii) make, amend or revoke any material election relating to Taxes;
 - (iv) enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement; or
 - (v) settle (or offer to settle) any Tax claim, audit, proceeding or re-assessment;
- (e) GTI shall keep Yooma reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any Tax investigation (other than ordinary course communications which could not reasonably be expected to be material to GTI and its Subsidiaries, taken as a whole);
- (f) GTI shall not authorize, agree to, propose, enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other subsections of this Section 4.1 or resolve to do so.

4.2 Covenants of Yooma Regarding the Conduct of Business

Yooma covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Date and the time that this Agreement is terminated in accordance with its terms, except as set forth on Section 4.2 of the Yooma Disclosure Letter, as expressly required by this Agreement, as required by applicable Law, Governmental Entity or unless GTI shall otherwise request or agree in writing (such agreement not to be unreasonably withheld, conditioned or delayed):

- (a) Yooma shall and shall cause each of its Subsidiaries to: (i) conduct its and their respective businesses only in, and not take any action except in, the ordinary course of business consistent with past practice; and (ii) use commercially reasonable efforts to preserve intact its and their present business organization, goodwill, business relationships and assets in all material respects and to keep available the services of its and their officers and employees as a group;
- (b) without limiting the generality of Section 4.2(a), Yooma shall not, and shall cause each of its Subsidiaries not to, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, directly or indirectly:
 - (i) amend or propose to amend its articles or other constating documents;

- (ii) issue, sell, grant, award, pledge, dispose of or otherwise encumber or agree to issue, sell, grant, award, pledge, dispose of or otherwise encumber any Yooma Shares or other equity or voting interests or any options, share appreciation rights, warrants, calls, conversion or exchange privileges or rights of any kind to acquire (whether on exchange, exercise, conversion or otherwise) any Yooma Shares or other equity or voting interests or other securities or any shares of its Subsidiaries (including, for greater certainty, any equity based awards);
- (iii) split, combine or reclassify any outstanding Yooma Shares or the securities of any of its Subsidiaries;
- (iv) declare, set aside or pay any dividend or make any other distribution (whether in cash, securities, or property or any combination thereof);
- (v) redeem, purchase or otherwise acquire or offer to purchase or otherwise acquire Yooma Shares or other securities of Yooma or any securities of its Subsidiaries;
- (vi) amend the terms of any securities of Yooma or any of its Subsidiaries;
- (vii) create any Subsidiary;
- (viii) adopt or propose a plan of liquidation or resolutions providing for the liquidation or dissolution of Yooma or any of its Subsidiaries;
- (ix) reorganize, amalgamate or merge Yooma or its Subsidiaries with any other Person;
- (x) sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer or agree to sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer any assets of Yooma or any of its Subsidiaries or any interest in any assets of Yooma or any of its Subsidiaries, except (A) sales of inventory or obsolete assets in the ordinary course of business consistent with past practice and (B) other sales of assets in the ordinary course of business consistent with past practice subject to a maximum (in terms of value of such assets or interests therein) of \$50,000 (whether individually or in the aggregate);
- (xi) acquire (by merger, consolidation, acquisition of shares or assets or otherwise) or agree to acquire, directly or indirectly, in one transaction or in a series of related transactions, any Person, or make any investment or agree to make any investment, directly or indirectly, in one transaction or in a series of related transactions, either by purchase of shares or securities, contributions of capital (other than to wholly-owned Subsidiaries), property transfer or purchase of any property or assets of any other Person, other than purchases of property or assets of any other Person in the ordinary course of business consistent with past practice that do not have a purchase or subscription price greater than \$50,000 in the aggregate (including any assumed indebtedness);

- (xii) other than in the ordinary course of business consistent with past practice, with respect to any material Intellectual Property of Yooma or any of its Subsidiaries, (A) transfer, assign or license to any Person any rights to such material Intellectual Property; (B) intentionally abandon, permit to lapse or otherwise dispose of any such material Intellectual Property; (C) make any change in such material Intellectual Property that is or would reasonably be expected to materially impair such material Intellectual Property or Yooma's rights with respect thereto; or (D) disclose to any Person (other than Representatives of GTI), any trade secrets, know-how or confidential or proprietary information, except, in the case of confidential or proprietary information, in the ordinary course of business to a Person that is subject to confidentiality obligations;
- (xiii) incur any capital expenditures or enter into any agreement obligating Yooma or its Subsidiaries to provide for future capital expenditures other than (A) budgeted capital expenditures that are included in the annual budget for the current fiscal year; or (B) any other capital expenditures not to exceed \$50,000 in the aggregate;
- (xiv) make any changes in financial accounting methods, principles, policies or practices, except as required, in each case, by IFRS;
- (xv) reduce the stated capital of the shares of Yooma or any of its Subsidiaries;
- (xvi) incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person or make any loans or advances, in any such individual case, in an amount in excess of \$50,000; *provided that* any such indebtedness created, incurred, assumed or for which Yooma or any Subsidiary becomes liable in accordance with the foregoing is prepayable at or prior to the Effective Time without premium, penalty or other incremental costs (including breakage costs) in excess of \$50,000, in the aggregate;
- (xvii) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, liabilities or obligations other than (A) the payment, discharge, settlement or satisfaction of liabilities in an amount less than \$10,000 individually or \$50,000 in the aggregate; or (B) payment of any fees related to the Arrangement;
- (xviii) enter into any agreement that, if entered into prior to the date hereof, would have been a Material Contract, or modify, amend in any material respect, transfer or terminate any Material Contract, or waive, release, or assign any material rights or claims thereto or thereunder;
- (xix) enter into or terminate any material interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or other financial instruments or like transaction, other than in the ordinary course of business consistent with past practice;

- (xx) except as required by the terms of any written employment Contracts in effect on the date of this Agreement and disclosed in the Data Room, (A) grant, accelerate, or increase any severance, change of control or termination pay to (or amend any existing arrangement relating to the foregoing with) any director, officer, employee or individual consultant of Yooma or any of its Subsidiaries; (B) grant, accelerate, or increase any payment, award (equity or otherwise) or other benefits payable to, or for the benefit of, any director, officer, employee or individual consultant of Yooma or any of its Subsidiaries, except in the ordinary course of business consistent with past practice; (C) increase the coverage, contributions, funding requirements or benefits available under any benefit plan or create any new benefit plan; (D) increase compensation (in any form), bonus levels or other benefits payable to any director, officer, employee or consultant of Yooma or any of its Subsidiaries or grant any general increase in the rate of wages, salaries, bonuses or other remuneration; (E) make any material determination under any benefit plan that is not in the ordinary course of business consistent with past practice, other than determinations in furtherance of acceleration, vesting or similar determinations in connection with the transactions described herein; or (F) take or propose any action to effect any of the foregoing;
 - (xxi) negotiate, enter into, extend, amend or terminate any employment, severance, consulting, termination or other similar agreement with any of its officers, directors, employees, agents or consultants, any collective bargaining agreement, union recognition agreement or similar agreement or any benefit plan;
 - (xxii) make or forgive any loans or advances to any of its officers, directors, employees, agents or consultants or change its existing borrowing or lending arrangements for or on behalf of any of such persons pursuant to an employee benefit plan or otherwise;
 - (xxiii) make any bonus or profit-sharing distribution or similar payment of any kind;
 - (xxiv) waive, release or condition any material non-compete, non-solicit, non-disclosure, confidentiality or other restrictive covenant owed to Yooma; or
 - (xxv) (A) hire any Person earning an annualized base salary or wage greater than \$100,000 (or its equivalent) or (B) terminate, except for cause, the employment of any Person earning an annualized base salary or wage greater than \$100,000 (or its equivalent);
- (c) Yooma shall use all commercially reasonable efforts to cause its current material insurance (or re-insurance) policies maintained by Yooma or any of its Subsidiaries not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and reinsurance companies of nationally recognized standing providing coverage equal to or greater than the coverage

under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

- (d) Yooma and each of its Subsidiaries shall not, without the prior written consent of GTI, to the extent such action materially affects Yooma and its Subsidiaries, taken as a whole:
 - (i) take any action inconsistent with past practice relating to the preparation or filing of any Tax Return or the withholding, collecting, remitting and payment of any Tax;
 - (ii) amend any Tax Return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income Tax return for the taxation year ended December 31, 2019;
 - (iii) make, amend or revoke any material election relating to Taxes;
 - (iv) enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement; or
 - (v) settle (or offer to settle) any Tax claim, audit, proceeding or re-assessment;
- (e) Yooma shall keep GTI reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any Tax investigation (other than ordinary course communications which could not reasonably be expected to be material to Yooma and its Subsidiaries, taken as a whole);
- (f) Yooma shall not authorize, agree to, propose, enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other subsections of this Section 4.2 or resolve to do so.

4.3 Mutual Covenants of the Parties Relating to the Arrangement

Each of the Parties covenants and agrees that, subject to the terms and conditions of this Agreement, during that period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:

- (a) it shall use its commercially reasonable efforts to, and shall cause its Subsidiaries to use all commercially reasonable efforts to, satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 5 to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the Arrangement, including using its commercially reasonable efforts to promptly: (i) obtain all necessary waivers, consents and approvals required to be obtained by it from parties to Material Contracts, in each case, on terms that are reasonably satisfactory to the other Party, and without paying, and without committing any Party to pay, any consideration, or incur any liability or obligation, without the prior written consent of the other Party; (ii) obtain all necessary and material Authorizations as are required to be obtained by it or any of its Subsidiaries under applicable Laws; (iii)

fulfill all conditions and satisfy all provisions of this Agreement and the Arrangement; and (iv) co-operate with the other Party in connection with the performance by it and its Subsidiaries of their obligations hereunder;

- (b) it shall not take any action, shall refrain from taking any action, and shall not permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to, individually or in the aggregate, materially impede or materially delay the consummation of the Arrangement or the other transactions contemplated herein;
- (c) it shall use commercially reasonable efforts to: (A) defend all lawsuits or other legal, regulatory or other Proceedings against itself or any of its Subsidiaries challenging or affecting this Agreement or the consummation of the transactions contemplated hereby; (B) appeal, overturn or have lifted or rescinded any injunction or restraining order or other order, including Orders, relating to itself or any of its Subsidiaries which may materially adversely affect the ability of the Parties to consummate the Arrangement; and (C) appeal or overturn or otherwise have lifted or rendered non-applicable in respect of the Arrangement, any Law that makes consummation of the Arrangement illegal or otherwise prohibits or enjoins any of the Parties from consummating the Arrangement; and
- (d) it shall carry out the terms of the Interim Order and Final Order applicable to it and use commercially reasonable efforts to comply promptly with all requirements which applicable Laws may impose on it or its Subsidiaries or affiliates with respect to the transactions contemplated hereby.

4.4 Non-Solicitation

- (a) Except as otherwise expressly provided in this Section 4.4, GTI and its Subsidiaries shall not, directly or indirectly, through any Representative:
 - (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of GTI or any Subsidiary) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (ii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than Yooma and its Subsidiaries or affiliates) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to an Acquisition Proposal; *provided* that, for greater certainty, GTI shall be permitted to: (A) communicate with any Person for the sole purposes of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person; (B) advise any Person of the restrictions of this Agreement; and (C) advise any Person making an Acquisition Proposal that the GTI Board has determined that such Acquisition Proposal does not constitute or is not reasonably expected to constitute or lead to a Superior Proposal;

- (iii) make a GTI Change in Recommendation;
 - (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any publicly announced Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five (5) Business Days following the public announcement of such Acquisition Proposal will not be considered to be in violation of this Section 4.4(a)(iv); *provided* that the GTI Board has rejected such Acquisition Proposal and affirmed the GTI Board Recommendation by press release before the end of such five (5) Business Day period (or in the event that the GTI Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the date of the GTI Meeting); *provided, further*, that GTI shall provide Yooma and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Yooma and its counsel); or
 - (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking relating to any Acquisition Proposal (other than a confidentiality agreement permitted pursuant to Section 4.4(e)).
- (b) GTI shall, and shall cause its Subsidiaries and Representatives to immediately cease or terminate, or cause to be ceased or terminated, any existing solicitation, encouragement, discussions, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than Yooma and its Subsidiaries or affiliates) conducted by GTI or any of its Subsidiaries or Representatives with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and, in connection therewith, GTI will:
- (i) immediately discontinue access to and disclosure of its and its Subsidiaries' confidential information (and not allow access to or disclosure of any such confidential information, or any data room, virtual or otherwise); and
 - (ii) shall as soon as possible request (and in any case within two (2) Business Days), and exercise all rights it has (or cause its Subsidiaries to exercise any rights that they have) to require the return or destruction of all confidential information (including derivative information) regarding GTI and its Subsidiaries previously provided in connection therewith to any Person other than Yooma to the extent such information has not already been returned or destroyed.
- (c) GTI represents and warrants that since January 1, 2020, neither GTI nor any of its Subsidiaries has waived any standstill, confidentiality, non-disclosure, business purpose, use or similar agreement or restriction to which GTI or any of its Subsidiaries is a Party. Subject to Section 4.4(e), GTI covenants and agrees that

(i) GTI shall use commercially reasonable efforts to enforce each standstill, confidentiality, non-disclosure, business purpose, use or similar agreement or restriction to which GTI or any of its Subsidiaries is a party, and (ii) neither GTI nor any of its Subsidiaries nor any of their respective Representatives have released or will, without the prior written consent of Yooma, release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting GTI, or any of its Subsidiaries, under any standstill, confidentiality, non-disclosure, business purpose, use or similar agreement or restriction to which GTI or any of its Subsidiaries is a party (it being acknowledged by Yooma that the automatic termination or automatic release, in each case pursuant to the terms thereof, of any standstill restrictions of any such agreements as a result of the entering into and announcement of this Agreement shall not be a violation of this Section 4.4(c)).

(d) If GTI, or any of its Subsidiaries or any of their respective Representatives receives or otherwise becomes aware of either:

- (i) any inquiry, proposal or offer made after the date of this Agreement that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal; or
- (ii) any request for copies of, access to, or disclosure of, confidential information relating to GTI or any Subsidiary, including information, access or disclosure relating to the properties, facilities, books or records of GTI or any Subsidiary, in each case made after the date of this Agreement;

then, GTI shall notify Yooma as soon as practicable, and in any event at first orally within 24 hours, and then in writing within 48 hours, of such Acquisition Proposal, inquiry, proposal, offer or request, including the identity of the Person making such Acquisition Proposal, inquiry, proposal, offer or request and the material terms and conditions thereof and shall provide Yooma with copies of all material written documents, correspondence or other materials received in respect of, from or on behalf of any such Person. GTI shall keep Yooma fully informed on a current basis of the status of material developments and (to the extent permitted by Section 4.4(a)) discussions and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments thereto.

(e) Notwithstanding any other provision of this Section 4.4, if at any time following the date of this Agreement and prior to the GTI Shareholder Approval having been obtained, GTI receives a request for material non-public information, or to enter into discussions, from a Person that proposes to GTI an unsolicited *bona fide* written Acquisition Proposal, GTI may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of information, properties, facilities, books or records of GTI or its Subsidiaries, if any only if:

- (i) the GTI Board determines, in good faith after consultation with its outside financial and legal advisors, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal;

- (ii) such Person is not restricted from making an Acquisition Proposal pursuant to an existing standstill or similar restriction with GTI or any of its Subsidiaries;
 - (iii) GTI has been, and continues to be, in compliance with its obligations under this Section 4.4 in all material respects; and
 - (iv) prior to providing any such copies, access or disclosures, GTI enters into a confidentiality and standstill agreement with such Person (which confidentiality and standstill agreement shall be subject to Section 4.4(c)) and any such copies, access or disclosure provided to such Person shall have already been (or simultaneously be) provided to Yooma.
- (f) If GTI receives an Acquisition Proposal that the GTI Board determines, in good faith after consultation with its outside financial and legal advisors, constitutes a Superior Proposal prior to the GTI Shareholder Approval having been obtained, the GTI Board may, (1) make a GTI Change in Recommendation in response to such Superior Proposal and/or (2) cause GTI to terminate this Agreement pursuant to Section 6.2(a)(iv)(A) (including payment of the applicable amounts required to be paid pursuant to Section 6.3) and concurrently enter into a definitive agreement with respect to the Superior Proposal (other than a confidentiality agreement permitted by Section 4.4(e)) (a “**Proposed Agreement**”), if and only if:
- (i) the Person making such Superior Proposal is not restricted from making an Acquisition Proposal pursuant to an existing standstill, confidentiality, non-disclosure, business purpose, use or similar restriction;
 - (ii) GTI has been, and continues to be, in compliance with its obligations under this Section 4.4 in all material respects;
 - (iii) GTI or its Representatives have delivered to Yooma the information required by Section 4.4(d), as well as a written notice (the “**Superior Proposal Notice**”) of the determination of the GTI Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the GTI Board to make a GTI Change in Recommendation and/or terminate this Agreement pursuant to Section 6.2(a)(iv)(A) to concurrently enter into the Proposed Agreement with respect to such Superior Proposal, as applicable;
 - (iv) in the case of (f)(2), GTI or its Representatives have provided Yooma a copy of the Proposed Agreement and all supporting materials, including any financing documents, with customary redactions supplied to GTI in connection therewith;
 - (v) five (5) Business Days (the “**Response Period**”) shall have elapsed from the date on which Yooma has received the Superior Proposal Notice and all documentation referred to in Section 4.4(f)(iii) and Section 4.4(f)(iv);
 - (vi) during any Response Period, Yooma has had the opportunity (but not the obligation) in accordance with Section 4.4(g), to offer to amend this

Agreement and the Plan of Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

- (vii) after the Response Period, the GTI Board has determined in good faith, after consultation with its outside legal counsel and financial advisors (if any), that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by Yooma under Section 4.4(g)); and
 - (viii) in the case of (2), prior to or concurrently with terminating this Agreement pursuant to Section 6.2(a)(iv)(A), GTI enters into such Proposed Agreement and concurrently pays to Yooma the amounts required to be paid pursuant to Section 6.3.
- (g) During the Response Period: (i) the GTI Board shall review any offer made by Yooma under Section 4.4(f)(vi) to amend the terms of this Agreement and the Plan of Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal and (ii) GTI shall negotiate in good faith with Yooma to make such amendments to the terms of this Agreement and the Arrangement as would enable Yooma to proceed with the transactions contemplated by this Agreement on such amended terms. If the GTI Board determines that such Acquisition Proposal would cease to be a Superior Proposal, GTI shall promptly so advise Yooma, and GTI and Yooma shall amend this Agreement to reflect such offer made by Yooma, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.
- (h) Each successive amendment or modification to any Acquisition Proposal or Proposed Agreement that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the GTI Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 4.4, provided that Yooma shall only be afforded a new five (5) Business Day Response Period from the date on which it has received the notice and all documentation referred to in Section 4.4(f)(iii) and Section 4.4(f)(iv) with respect to the new Superior Proposal from GTI.
- (i) At the written request of Yooma, the GTI Board shall promptly reaffirm the GTI Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the GTI Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 4.4(g) would result in an Acquisition Proposal no longer being a Superior Proposal. GTI shall provide Yooma and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Yooma and its counsel.
- (j) Nothing in this Agreement shall prevent the GTI Board from complying with Section 2.17 of National Instrument 62-104 – Take-Over Bids and Issuer Bids and similar provisions under Canadian Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal for GTI.

- (k) In circumstances where GTI provides Yooma with notice of a Superior Proposal and all documentation contemplated by Section 4.4(f)(iii) and Section 4.4(f)(iv) on a date that is less than seven (7) Business Days prior to the scheduled date of the GTI Meeting, GTI shall be entitled to postpone the GTI Meeting to a date that is not more than ten (10) Business Days after the scheduled date of such GTI Meeting.
- (l) Without limiting the generality of the foregoing, GTI shall advise its Subsidiaries and its Representatives of the prohibitions set out in this Section 4.4 and any violation of the restrictions set forth in this Section 4.4 by GTI, its Subsidiaries or Representatives shall be deemed to be a breach of this Section 4.4 by GTI.

4.5 Access to Information; Confidentiality

- (a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement pursuant to its terms, subject to compliance with applicable Laws and the terms of any existing Contracts, each Party shall give the other Party, and its Representatives: (a) upon reasonable notice, reasonable access during normal business hours to such Party and its Subsidiaries' (i) premises, (ii) property and assets (including all books and records, whether retained internally or otherwise), (iii) contracts and (iv) personnel, so long as such access does not unduly interfere with the ordinary course conduct of the business of such Party and its Subsidiaries; and (b) such financial and operating data or other information with respect to the assets or business of such Party and its Subsidiaries as the other Party from time to time reasonably request.
- (b) Any such investigation by a Party and its Representatives under this Section 4.5 or otherwise shall not mitigate, diminish or affect the representations and warranties of the other Party contained in this Agreement or any document or certificate delivered pursuant hereto.
- (c) Notwithstanding any provision of this Agreement, no Party shall be obligated to provide access to, or to disclose, any information to any other Party if such Party reasonably determines that such access or disclosure would jeopardize any attorney-client or other privilege claim by such Party or any of its Subsidiaries; *provided* that such Party shall use its commercially reasonable efforts to otherwise make available such information to the requesting Party notwithstanding such impediment, including by causing the documents or information that are subject to such privilege to be provided in a manner that would not reasonably be expected to violate or jeopardize such privilege.

4.6 Insurance and Indemnification

- (a) Prior to the Effective Time, following a review and formal written acceptance of the terms and conditions by each of GTI and Yooma, GTI shall purchase customary "tail" policies of directors' and officers' liability from a reputable and financially sound insurance carrier and containing terms and conditions no less favourable in the aggregate to the protection provided by the policies maintained by such Parties and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which

occurred on or prior to the Effective Time and the Parties will, and will cause its Subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Time; provided, that the Parties and its Subsidiaries shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the cost of such policies shall be agreed by the Parties, each acting reasonably, based on market premiums for similar enterprises.

- (b) Each of the Parties will, and will cause its Subsidiaries to, honour all rights to indemnification or exculpation now existing in favour of its present and former employees, officers and directors and its Subsidiaries under Law and, to the extent that they are disclosed in their Disclosure Letter, under the articles or other constating documents of such Party and/or its Subsidiaries or under any agreement or contract of any indemnified person with the Party or with any of its Subsidiaries, and acknowledges that such rights shall survive the completion of the Plan of Arrangement, and, to the extent within the control of the Party, the Party shall ensure that the same shall not be amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such indemnified person and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.
- (c) The provisions of this Section 4.6 are intended for the benefit of, and shall be enforceable by, each insured or indemnified Person, his or her heirs and his or her legal representatives and, for such purpose, each of the Parties hereby confirms that it is acting as trustee on their behalf, as applicable, and agrees to enforce the provisions of this Section 4.6 on their behalf. Furthermore, this Section 4.6 shall survive the termination of this Agreement as a result of the occurrence of the Effective Date for a period of six years.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to complete the Arrangement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) *Arrangement Resolutions.* (i) The GTI Arrangement Resolution shall have been approved and adopted by GTI Shareholders at the GTI Meeting; and (ii) the Yooma Resolution shall have been approved and adopted by Yooma Shareholders at the Yooma Meeting, in each case in accordance with the Interim Order.
- (b) *Interim and Final Order.* The Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement and in form and substance acceptable to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to any of the Parties, each acting reasonably, on appeal or otherwise.

- (c) *Illegality.* No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Order or Law which is then in effect and has the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement.
- (d) *No Legal Action.* There shall be no action or proceeding pending by a Governmental Entity, or by any other third party (as to which, in the case of such other third party, there is a reasonable likelihood of success), that is seeking to:
 - (i) prohibit or restrict the Arrangement, the ownership or operation of the business or assets of the Parties, or require the disposition or holding separate of any material portion of the business or assets of the Parties as a result of the Arrangement; or
 - (ii) materially delay the consummation of the Arrangement, or if the Arrangement is consummated, result in a Material Adverse Effect.
- (e) *Articles of Arrangement.* The Articles of Arrangement to be filed with the Director in accordance with the Arrangement shall be in form and substance satisfactory to each of the Parties, each acting reasonably.
- (f) *Exchange Approvals.* (1) The GTI Delisting Resolution shall have been approved and adopted by GTI Shareholders at the GTI Meeting and GTI shall have obtained the approval of the TSXV for the GTI Delisting, effective as of the Effective Time, and (2) Yooma shall have obtained the conditional approval of the CSE for the listing of the Resulting Issuer Shares issuable pursuant to the Arrangement on the CSE, effective as of the Effective Time, which conditional approval shall not have been revoked.
- (g) *Spin-Out and Reorganization Transactions.* The Spin-Out and Reorganization Transactions shall have been completed on terms that are substantially similar to the terms set out in Transfer Agreement and in the Plan of Arrangement with such changes as GTI may deem desirable or necessary in GTI's discretion, acting reasonably, provided such changes do not result in the incurrence of any additional tax liability or other liability or adverse effect on the Resulting Issuer as compared against the terms set out in Transfer Agreement.

5.2 Additional Conditions Precedent to the Obligations of GTI

The obligation of GTI to complete the Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of GTI and may be waived by GTI, in whole or in part at any time, in its sole discretion, without prejudice to any other rights which GTI may have):

- (a) *Representations and Warranties.* The representations and warranties of Yooma in this Agreement, including those contained in Schedule C-2, shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent any such representations and warranties speak as of an earlier date, which representations and warranties shall be true and correct as of such date), except where the failure of such representations and warranties to be true and correct would not, or would not reasonably be expected to, result in a Material Adverse

Change in respect of Yooma. Yooma shall have provided to GTI a certificate of two of its senior officers certifying as to such matters, dated the Effective Date.

- (b) *Performance by Yooma.* Yooma shall have complied in all material respects with its covenants herein and shall have provided to GTI a certificate of two of its senior officers certifying as to its compliance with such covenants, dated the Effective Date.
- (c) *No Material Adverse Effect.* Since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Material Adverse Effect of Yooma and Yooma shall have provided to GTI a certificate of two of its senior officers to that effect, dated the Effective Date;
- (d) *Required Consents.* Each of the Required Consents of Yooma shall have been given or obtained on terms acceptable to GTI, acting reasonably.
- (e) *Yooma Minimum Cash.* Yooma shall have cash of not less than US\$2,500,000 (provided that if closing occurs after December 15, 2020, Yooma's cash may decrease by up to US\$250,000 per month (pro-rated on a daily basis for each day that closing occurs after such date)) and Yooma shall have delivered to GTI: (a) evidence satisfactory to GTI, acting reasonably, of the same; and (b) a certificate of the Chief Financial Officer of Yooma confirming the same.
- (f) *Appointment to the Resulting Issuer Board.* At least one nominee of Globalive Capital Inc. shall have been conditionally elected or appointed to the Resulting Issuer's board of directors, or shall be so appointed upon consummation of the Arrangement.

5.3 Additional Conditions Precedent to the Obligations of Yooma

The obligation of Yooma to complete the Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Yooma and may be waived by Yooma, in whole or in part at any time, each in its sole discretion, without prejudice to any other rights which Yooma may have):

- (a) *Representations and Warranties.* The representations and warranties of GTI in this Agreement, including those contained in Schedule C-1, shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent any such representations and warranties speak as of an earlier date, which representations and warranties shall be true and correct as of such date), except where the failure of such representations and warranties to be true and correct would not, or would not reasonably be expected to, result in a Material Adverse Change in respect of GTI. GTI shall have provided to Yooma a certificate of two of its senior officers certifying as to such matters, dated the Effective Date.
- (b) *Performance by GTI.* GTI shall have complied in all material respects with its covenants herein and shall have provided to Yooma a certificate of two of its senior officers certifying as to its compliance with such covenants, dated the Effective Date;

- (c) *No Material Adverse Effect.* Since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Material Adverse Effect of GTI and GTI shall have provided to Yooma a certificate of two of its senior officers to that effect, dated the Effective Date;
- (d) *Exercise of Dissent Rights.* Holders of no more than 10% of the outstanding GTI Shares shall have exercised Dissent Rights;
- (e) *Required Consents.* Each of the Required Consents of GTI shall have been given or obtained on terms acceptable to Yooma, acting reasonably.
- (f) *GTI Minimum Cash.* GTI shall have cash of not less than US\$4,500,000 and GTI shall have delivered to Yooma: (a) evidence satisfactory to Yooma, acting reasonably, of the same; and (b) a certificate of the Chief Financial Officer of GTI confirming the same.
- (g) *GTI No Liabilities.* Yooma shall be satisfied in its sole discretion, acting reasonably, that upon completion of the Spin-Out and Reorganization Transactions at the Effective Time, GTI and any remaining Subsidiaries of GTI shall have no material liabilities.
- (h) *GTI Director and Officer Resignations and Releases.* GTI shall have received effective resignations and mutual releases in favour of GTI from each of the existing directors and officers of GTI in their capacities as directors and/or officers of GTI, in each case, effective as of the Effective Date and satisfactory to Yooma, acting reasonably.
- (i) *Termination of Put Call Agreement.* The Put Call Agreement shall have been terminated.

5.4 Satisfaction of Conditions

The conditions precedent set out in Section 5.1, Section 5.2 and Section 5.3 shall be conclusively deemed to have been satisfied, waived or released at the Effective Time.

5.5 Notice of Breach

- (a) Each Party will give prompt notice to the other Party of the occurrence or failure to occur (in either case, actual, anticipated, contemplated or, to the knowledge of such Party, threatened), at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would be likely to:
 - (i) cause any of the representations or warranties of such Party contained herein to be untrue, misleading or inaccurate in any material respect on the date hereof or at the Effective Date; or
 - (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party prior to or at the Effective Date.

- (b) Notification provided under this Section 5.5 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

ARTICLE 6 TERM, TERMINATION, AMENDMENT AND WAIVER

6.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

6.2 Termination

- (a) This Agreement may be terminated at any time prior to the Effective Time:
 - (i) by mutual written agreement of the Parties;
 - (ii) by any Party hereto, if:
 - (A) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 6.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its covenants or agreements or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;
 - (B) after the date hereof, there shall be enacted or made any applicable Law or Order that makes consummation of the Arrangement illegal or otherwise prohibits or enjoins the Parties from consummating the Arrangement and such Law, Order or injunction shall have become final and non-appealable; *provided* that the Party seeking to terminate this Agreement under this Section 6.2(a)(ii)(B) has complied with Section 4.3(c) in all material respects; or
 - (C) any of the Shareholder Approvals are not obtained at their respective Shareholder Meetings, except that the right to terminate this Agreement under this Section 6.2(a)(ii)(C) shall not be available to any Party whose failure to fulfill any of its covenants or agreements or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure to obtain such Shareholder Approval;
 - (iii) by Yooma, if:
 - (A) prior to the Effective Time: (1) the GTI Board or any committee thereof: (i) fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to the terminating Party or states an intention to withdraw, amend, modify or qualify the GTI

Board Recommendation, (ii) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommendation an Acquisition Proposal or takes no position or a neutral position with respect to an Acquisition Proposal for more than five (5) Business Days (or beyond the third Business Day prior to the date of the GTI Meeting, if sooner), (iii) accepts or enters into (other than a confidentiality agreement permitted by and in accordance with Section 4.4(e)) or publicly proposes to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal, or (iv) fails to publicly reaffirm (without qualification) the GTI Board Recommendation within five (5) Business Days after having been requested in writing by the terminating Party to do so (or in the event the GTI Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the GTI Meeting) or (2) the GTI Board shall have resolved or proposed to take any of the foregoing actions (each of the foregoing described in clauses (1) or (2), a “**GTI Change in Recommendation**”);

- (B) GTI shall have breached Section 4.4 in any material respect;
 - (C) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of GTI set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 5.3(a) or Section 5.3(b) not to be satisfied, and such breach is not cured in accordance with the terms of Section 6.2(b); *provided* that the terminating Party is not then in breach of this Agreement so as to cause any condition in Section 5.2(a) or Section 5.2(b) not to be satisfied;
 - (D) the condition set forth in Section 5.3(d) [*Dissent Rights*] is not capable of being satisfied by the Outside Date; or
 - (E) there has occurred a Material Adverse Effect in respect of GTI which is incapable of being cured on or prior to the Outside Date;
- (iv) by GTI, if:
- (A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Yooma set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 5.2(a) or Section 5.2(b) not to be satisfied, and such breach is not cured in accordance with the terms of Section 6.2(b); *provided* that GTI is not then in breach of this Agreement so as to cause any condition in Section 5.3(a) or Section 5.3(b) not to be satisfied;
 - (B) prior to obtaining the GTI Shareholder Approval, the GTI Board authorizes GTI to enter into a Proposed Agreement in accordance with Section 4.4; *provided* that GTI is then in compliance with

Section 4.4 in all material respects and that prior to or concurrent with such termination GTI pays the GTI Termination Payment and any other amounts required pursuant to Section 6.3; or

- (C) there has occurred a Material Adverse Effect in respect of Yooma which is incapable of being cured on or prior to the Outside Date;
- (b) The Party desiring to terminate this Agreement pursuant to this Section 6.2 (other than pursuant to Section 6.2(a)(i)) (the “**Terminating Party**”) shall give written notice (“**Termination Notice**”) of such termination to the other Party, specifying in reasonable detail the basis for such Party’s exercise of its termination right, which Termination Notice shall include, in the case of a termination pursuant to Section 6.2(a)(iii)(C) [*Breach of Representations, Warranties or Covenants Condition in Favour of Yooma*] or Section 6.2(a)(iv)(A) [*Breach of Representations, Warranties or Covenants Condition in Favour of GTI*], as the case may be, in reasonable detail, all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for such termination. After delivering a Termination Notice, as long as the breaching Party (the “**Breaching Party**”) is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (*provided* that any wilful breach shall be deemed to be incapable of so being cured), the Terminating Party may not exercise such termination right until the earlier of (i) the Outside Date and (ii) the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party, if such breach has not been cured by such date.
- (c) If this Agreement is terminated pursuant to Section 6.1 or Section 6.2, this Agreement shall become null and void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that: (i) in the event of termination under Section 6.1 as a result of the Effective Time occurring, the provisions of this Section 6.2(c)(i) and Sections 4.6, 7.2 to and including 7.10, and all related definitions set forth in Section 1.1 and the applicable interpretation provisions in Article 1 shall survive for a period of six years thereafter; (ii) in the event of termination under Section 6.2, the provisions of this Section 6.2(c)(ii) and Sections 4.5(b), 6.3, and 7.2 to and including 7.10, and all related definitions set forth in Section 1.1 and the applicable interpretation provisions in Article 1 shall survive any termination hereof pursuant to Section 6.2; and (iii) no Party shall be relieved or released from any liabilities or damages arising out of fraud or of its wilful and material breach of any provision of this Agreement.

6.3 Termination Payments

- (a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.
- (b) For the purposes of this Agreement, “**GTI Termination Payment**” means an amount equal to US\$250,000.

- (c) For the purposes of this Agreement, “**GTI Termination Payment Event**” means the termination of this Agreement:
 - (i) by Yooma pursuant to Section 6.2(a)(iii)(A) [*GTI Change in Recommendation*] or Section 6.2(a)(iii)(B) [*Breach of Non-Solicitation*]; or
 - (ii) by GTI pursuant to Section 6.2(a)(iv)(B) [*Superior Proposal*].
- (d) If a GTI Termination Payment Event occurs, GTI shall pay the GTI Termination Payment to Yooma by wire transfer of immediately available funds, as follows:
 - (i) if the GTI Termination Payment is payable pursuant to Section 6.3(c)(i), the GTI Termination Payment shall be payable within two (2) Business Days following such termination; or
 - (ii) if the GTI Termination Payment is payable pursuant to Section 6.3(c)(ii), the GTI Termination Payment shall be payable concurrently with such termination.

For the avoidance of doubt, in no event shall GTI be obligated to pay the GTI Termination Payment on more than one occasion. Payment of the GTI Termination Payment shall be made to Yooma less any applicable withholding Tax; *provided, however,* that GTI shall notify Yooma of its intent to withhold prior to making such withholding, and if requested by Yooma, the Parties shall cooperate to reduce or eliminate the amount so withheld, if possible, through the provision of any Tax forms, information, reports or certificates, including, among others, filing any documents with any relevant Taxing authority; *provided, further,* that in such circumstances, GTI shall be permitted to pay the GTI Termination Payment to a court of competent jurisdiction or other third party escrow agent reasonably satisfactory to the Parties, pending resolution of the arrangements regarding the withheld amount, in order to permit GTI to terminate this Agreement to enter into a Superior Proposal pursuant to Section 6.2(a)(iv)(B).

- (e) Each Party acknowledges that all of the payment amounts set out in this Section 6.3 are payments in consideration for the disposition of Yooma’s rights under this Agreement and are payments of liquidated damages which are a genuine pre-estimate of the damages, which Yooma will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. GTI irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

6.4 Amendment

Subject to the provisions of the Interim Order, the Plan of Arrangement and applicable Laws, this Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Shareholder Meetings but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of Shareholders, and any such amendment may without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;

- (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 herein contained and waive or modify performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

6.5 Waiver

Any Party may: (a) extend the time for the performance of any of the obligations or acts of the other Party; (b) waive compliance, except as provided herein, with the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein; or (c) waive inaccuracies in any of the other 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 and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

ARTICLE 7 GENERAL PROVISIONS

7.1 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day. Notice shall be sufficiently given if delivered (either in Person or by courier), or if transmitted by facsimile or email (with confirmation of transmission) to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) if to GTI:

Globalive Technology Inc.
48 Yonge Street, Suite 1200
Toronto, Ontario
M5E 1G6

Attention: Anthony Lacavera, Chief Executive Officer
Tel: [REDACTED]
Email: [REDACTED]

with copies (which shall not constitute notice) to:

Borden Ladner Gervais LLP

Bay Adelaide Centre
22 Adelaide St. W, Suite 3400
Toronto, Ontario
M5H 4E3

Attention: Jason Saltzman
Tel: 416-367-6196
Email: JSaltzman@blg.com

(b) if to Yooma:

Yooma Corp.
135 Yorkville Avenue, Suite 900
Toronto, Ontario
M5R 0C7

Attention: Jordan Greenberg, Chief Financial Officer
Tel: [REDACTED]
Email: [REDACTED]

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Donald Belovich
Email: DBelovich@stikeman.com

7.2 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Ontario and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and the Arrangement and waives any defences to the maintenance of an action in the Courts of the Province of Ontario.

7.3 Injunctive Relief

Subject to Section 6.3(e), the Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at law. Subject to Section 6.3(e), such remedies

will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties.

7.4 Time of Essence

Time shall be of the essence in this Agreement.

7.5 Entire Agreement, Binding Effect and Assignment

This Agreement (including the exhibits and schedules hereto and the Disclosure Letters) constitutes the entire agreement, and supersedes all other prior agreements, understandings, negotiations and discussions, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement or in any certificate delivered pursuant to this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the Parties without the prior written consent of the other Party.

7.6 No Liability

No director or officer of any Party shall have any personal liability whatsoever to any other Party under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of such Party.

7.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, that provision will be severed from this Agreement and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.8 Waiver of Jury Trial

Each Party hereto (on behalf of itself and any of its affiliates, directors, officers, employees, agents and representatives) hereby waives, to the fullest extent permitted by applicable Laws, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby or the actions of the Parties in the negotiation, administration, performance and enforcement of this Agreement. Each Party hereto (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such Party would not, in the event of any action, suit or proceeding, seek to

enforce the foregoing waiver and (b) acknowledges that it and the other Party hereto have been induced to enter into this Agreement, by, among other things, the mutual waiver and certifications in this Section 7.8.

7.9 Third Party Beneficiaries

The provisions of Section 4.6 are: (a) intended for the benefit of all present and former directors and officers of GTI and its Subsidiaries, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors administrators and other legal representatives (collectively, the “**Third Party Beneficiaries**”) and GTI shall hold the rights and benefits of Section 4.6 in trust for and on behalf of the Third Party Beneficiaries and GTI hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries; and (b) in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise. Except as provided in this Section 7.9, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

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

[Remainder of page intentionally left blank]

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.

GLOBALIVE TECHNOLOGY INC.

By: 

Name: Anthony Lacavera
Title: Chief Executive Officer

YOOMA CORP.

By: _____

Name: Jordan Greenberg
Title: Chief Financial Officer

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.

GLOBALIVE TECHNOLOGY INC.

By: _____
Name: Anthony Lacavera
Title: Chief Executive Officer

YOOMA CORP.

By:  _____
Name: Jordan Greenberg
Title: Chief Financial Officer

**SCHEDULE A
FORM OF PLAN OF ARRANGEMENT**

See attached.

**PLAN OF ARRANGEMENT UNDER SECTION 182
OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

As used in this Plan of Arrangement, the following terms have the meanings given to such terms below:

“**Amalco**” has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

“**Amalco Shares**” has the meaning specified in Section 2.3(g)(ii) of this Plan of Arrangement.

“**Amalgamation**” has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

“**Arrangement**” means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Article 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Transaction Parties, each acting reasonably.

“**Arrangement Agreement**” means the Arrangement Agreement between GTI and Yooma dated as of December 16, 2020.

“**Arrangement Resolutions**” means, collectively, the GTI Resolutions and the Yooma Resolutions.

“**Articles of Arrangement**” means the articles of arrangement in respect of the Arrangement required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to GTI and Yooma, each acting reasonably.

“**Assigned Contracts**” means those contracts set out in schedule A of the Transfer Agreement.

“**Assumed Liabilities**” has the meaning set out in the Transfer Agreement.

“**Authorization**” means, with respect to any Person, any authorization, Order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person.

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement.

“**Code**” means the United States Internal Revenue Code of 1986, and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**Court**” means the Ontario Superior Court of Justice (Commercial List) or other court, as applicable.

“**CSE**” means the Canadian Securities Exchange.

“**Depository**” means Odyssey Trust Company, in its capacity as the depository in connection with the Arrangement.

“**Director**” means the Director appointed pursuant to Section 278 of the OBCA.

“Dissent Rights” has the meaning specified in Section 3.1 of this Plan of Arrangement.

“Dissenting Holder” means a registered holder of GTI Shares or Yooma Shares that validly exercises their Dissent Rights.

“DRS Advice Statement” means a written statement evidencing that the Resulting Issuer Shares are issued and recorded electronically in the Direct Registration System maintained by the Transfer Agent.

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“Effective Time” means 12:01 a.m. on the Effective Date, or such other time as the Transaction Parties agree to in writing before the Effective Date.

“Final Order” means the final order of the Court in a form acceptable to each of the Transaction Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Transaction Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided, that any such amendment is acceptable to each of the Transaction Parties, each acting reasonably) on appeal.

“Governmental Entity” means: (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, minister, ministry, bureau, agency or instrumentality, domestic or foreign; (b) any stock exchange; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.

“GTI” means Globalive Technology Inc.

“GTI Equity Incentive Plan” means the 2018 Omnibus Equity Incentive Compensation Plan of Globalive Technology Inc.

“GTI Meeting” means the special meeting of GTI Shareholders to be held to consider the GTI Resolutions and related matters, and any adjournments thereof.

“GTI Options” means options to purchase GTI Shares granted under the GTI Equity Incentive Plan.

“GTI Resolutions” means the special resolutions to be approved by the GTI Shareholders at the GTI Meeting, substantially in the form of Schedule B-1 of the Arrangement Agreement.

“GTI RSUs” means restricted share units issued under the GTI Equity Incentive Plan.

“GTI Shareholders” means, collectively, the holders from time to time of GTI Shares.

“GTI Shares” means: (i) prior to the occurrence of the matters set out in Section 2.3(e) of this Plan of Arrangement, the common shares in the capital of GTI; and (ii) upon the completion of the matters set out in Section 2.3(e) of this Plan of Arrangement, the class A shares and the class B shares of GTI, as applicable.

“Interim Order” means the interim order of the Court in a form acceptable to GTI and Yooma, each acting reasonably, providing for, among other things, the calling and holding of the GTI Meeting, as such order may be amended by the Court with the consent of each of GTI and Yooma, each acting reasonably.

“Laws” means, with respect to any Person, any applicable laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other legally binding requirements, whether domestic or foreign, and the terms and conditions of any Authorization of or from any Governmental Entity.

“Letter of Transmittal” means the letter of transmittal sent to Shareholders for use in connection with the Arrangement.

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third-party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“OBCA” means the *Business Corporations Act* (Ontario), and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“Order” means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Entity (in each case, whether temporary, preliminary or permanent).

“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, governmental entity, syndicate or other entity, whether or not having legal status.

“Portfolio Assets” means the shares and other securities listed on schedule “A” of the Transfer Agreement, the rights and obligations under the Assigned Contracts and any cash, securities, contractual rights or other proceeds received by GTI on the realization of any of the foregoing prior to the Effective Date, but excluding any cash required by GTI to satisfy its obligations under the Arrangement Agreement.

“Reorganization” has the meaning specified in Section 2.4 of this Plan of Arrangement.

“Resulting Issuer” means Amalco after the consummation of the transactions contemplated by this Plan of Arrangement.

“Shareholders” means, collectively, the GTI Shareholders and the Yooma Shareholders.

“Shareholders Meetings” means, collectively, the GTI Meeting and Yooma Meeting.

“Shares” means, collectively, the GTI Shares and the Yooma Shares.

“Spinco” means the corporation to be incorporated under the OBCA prior to the Effective Date for the purpose of effecting the Spinout Transaction.

“Spinco Common Shares” means the non-voting common shares of Spinco.

“Spinout Transaction” means the transactions in connection with the transfer of the Portfolio Assets to Spinco and the distribution to the GTI Shareholders of the Spinco Common Shares, all pursuant to the Transfer Agreement.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“Transaction Parties” means, collectively, GTI and Yooma and, where the context permits, the Resulting Issuer.

“Transfer Agent” means Odyssey Trust Company, in its capacity as transfer agent for Yooma Corp., GTI and the Resulting Issuer.

“Transfer Agreement” means the transfer agreement providing for, among other things, the transfer of the Portfolio Assets to Spinco in exchange for the issuance by Spinco of the Spinco Common Shares substantially in the form attached to this Plan of Arrangement as Exhibit “A”.

“TSXV” means the TSX Venture Exchange.

“Yooma” means Yooma Corp.

“Yooma Exchange Ratio” means 1.1168 Amalco Shares for each Yooma Share.

“Yooma Meeting” means the special meeting of Yooma Shareholders to be held to consider the Yooma Resolutions and related matters, and any adjournments thereof.

“Yooma Resolutions” means the special resolutions to be approved by the Yooma Shareholders at the Yooma Meeting, substantially in the form of Schedule B-3 of the Arrangement Agreement.

“Yooma Shareholders” means, collectively, the holders from time to time of Yooma Shares.

“Yooma Shares” means the common shares in the capital of Yooma.

1.2 References and Usage.

Unless expressly stated otherwise or the context otherwise requires, in this Plan of Arrangement:

- (a) reference to a gender includes all genders;
- (b) the singular includes the plural and vice versa;
- (c) **“or”** is used in the inclusive sense of **“and/or”**;
- (d) **“any”** means **“any and all”**;
- (e) the words **“including”**, **“includes”** and **“include”** mean **“including (or includes or include) without limitation”**;
- (f) 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”**;
- (g) \$ or dollars refers to Canadian currency and US\$ or United States dollars refers to currency of the United States;
- (h) accounting terms not specifically defined in this Plan of Arrangement are to be interpreted in accordance with IFRS;
- (i) a statute includes all rules and regulations made under it, if and as amended, re-enacted or replaced from time to time;
- (j) a Person includes its heirs, administrators, executors, legal representatives, predecessors, successors and permitted assigns, as applicable;
- (k) the term **“notice”** refers to written notices except as otherwise specified;

- (l) the terms “**Arrangement Agreement**” and “**Plan of Arrangement**”, and any reference in this Plan of Arrangement to the Arrangement Agreement or this Plan or Arrangement, or to any other agreement or document, includes, and is a reference to, the Arrangement Agreement or this Plan of Arrangement, or to such other agreement or document, as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and all schedules, exhibits and appendices thereto, as applicable, except as otherwise provided in this Plan of Arrangement;
- (m) whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment will be required to be made, or such action will be required to be taken, on or not later than the next succeeding Business Day; and
- (n) in the computation of periods of time, unless otherwise stated, the word “**from**” means “**from and excluding**” and the word “**to**” and “**until**” each mean “**to and including**”.

1.3 Headings, etc.

The use of headings (e.g., Article, Section, etc.) in this Plan of Arrangement is reference only and is not to affect the interpretation of this Plan of Arrangement.

1.4 Time References.

References to time are to local time in the City of Toronto, Ontario.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect.

This Plan of Arrangement will become effective on, and be binding on and after, the Effective Time on each of the Transaction Parties, all holders and beneficial owners of GTI Shares (including, for the avoidance of doubt, GTI Shareholders that exercise their Dissent Rights), GTI Options, GTI RSUs and Yooma Shares (including, for the avoidance of doubt, Yooma Shareholders that exercise their Dissent Rights), and Odyssey Trust Company, in its capacity as Transfer Agent and Depositary, in each case, without any further act or formality required on the part of any Person.

2.3 Arrangement.

At the Effective Time, the following shall occur, and shall be deemed to occur as set out below, without any further authorization, act or formality, in each case, effective as at ten second intervals starting at the Effective Time, except as expressly provided herein:

Dissent Rights

- (a) each of the GTI Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to GTI (free and clear of all Liens), and acquired and cancelled by GTI, in accordance with, and for the consideration contemplated in, Article 3, and:

- (i) such Dissenting Holders shall cease to be the holders of such GTI Shares and to have any rights as holders of such GTI Shares other than the right to be paid fair value for such GTI Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such GTI Shares from the registers of GTI Shares maintained by or on behalf of GTI; and
 - (iii) GTI shall be deemed to be the transferee of such GTI Shares free and clear of all Liens, and GTI shall be entered in the registers of GTI Shares maintained by or on behalf of GTI, as the holder of such GTI Shares;
- (b) each of the Yooma Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to Yooma (free and clear of all Liens), and acquired and cancelled by Yooma, in accordance with, and for the consideration contemplated in, Article 3, and:
- (i) such Dissenting Holders shall cease to be the holders of such Yooma Shares and to have any rights as holders of such Yooma Shares other than the right to be paid fair value for such Yooma Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Yooma Shares from the registers of Yooma Shares maintained by or on behalf of Yooma; and
 - (iii) Yooma shall be deemed to be the transferee of such Yooma Shares free and clear of all Liens, and Yooma shall be entered in the registers of Yooma Shares maintained by or on behalf of Yooma, as the holder of such Yooma Shares;

GTI TSXV De-Listing

- (c) the GTI Shares shall be de-listed from the TSXV pursuant to the de-listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by GTI with the TSXV prior to the date hereof and the approval of the TSXV thereof.

Spin-Out and Reorganization Transactions

- (d) the Transfer Agreement will become effective, and in connection therewith, GTI will transfer the Portfolio Assets to Spinco, and Spinco will assume the Assumed Liabilities in accordance with the terms of the Transfer Agreement in each case, as part of the consideration for the issuance to GTI of the number of Spinco Common Shares as is equal to the number of GTI Shares issued and outstanding immediately prior to the Effective Time (less the number of GTI Shares transferred to GTI pursuant to Section 2.3(a) above), and GTI shall be added to the register of Spinco Common Shares maintained by or on behalf of Spinco, and in connection therewith, in accordance with the OBCA, Spinco shall add to the stated capital account maintained by Spinco for the Spinco Common Shares an amount that shall equal the fair market value of the Spinco Common Shares issued to GTI;
- (e) the authorized capital and the articles of GTI shall be amended to re-designate the common shares of GTI as class A common shares and to increase the authorized capital by creating an unlimited number of class B common shares without par value. After giving effect to the foregoing, the authorized capital of GTI shall be an unlimited number of Class A common shares (the "**Class A Common Shares**") and an unlimited number class B common shares (the "**New GTI Shares**", and together with the Class A Common Shares, the "**Common Shares**"), having the following rights, privileges, restrictions and conditions:

- (i) **Voting.** The holders of the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 1 vote for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. The holders of the New GTI Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 2 votes for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. Except as otherwise required by law, the holders of the Class A Common Shares and the holders of the New GTI Shares will vote together as if they were a single class;
 - (ii) **Dividends.** The holders of the Common Shares shall be entitled to receive and GTI shall pay thereon, as and when declared by the board of directors of GTI such non-cumulative dividends on either class of the Common Shares as a class individually or on both of such classes, as the directors may from time to time declare, in their absolute discretion;
 - (iii) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding up of GTI, whether voluntary or involuntary, or any other distribution of assets of GTI among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall be entitled to receive the remaining property and assets of GTI and shall participate rateably share for share in any distribution thereof without preference or distinction as to the class of Common Share held;
- (f) GTI shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, and in the following order:
- (i) each issued and outstanding Class A Common Share (other than any Class A Common Shares held by Dissenting Holders) shall be deemed to be exchanged for: (A) one New GTI Share, and (B) one Spinout Common Share, and the names of the GTI Shareholders shall be added to (and GTI removed from) the register of Spinco Common Shares maintained by or on behalf of Spinco, in respect of the number of Spinco Common Shares held by them;
 - (ii) each GTI Option and GTI RSU shall be deemed to have been amended such that each GTI Option or GTI RSU, as applicable, will be exercisable to acquire New GTI Shares in place of GTI Shares, but will otherwise remain unchanged;
 - (iii) the stated capital of the New GTI Shares shall be equal to the excess, if any, of (A) the paid-up capital of the GTI Shares immediately prior to the Effective Time (other than those GTI Shares held by GTI Shareholders that are Dissenting Holders) less (B) the fair market value of the Spinco Common Shares;

Amalgamation of Yooma and GTI

- (g) *Amalgamation* – Yooma and GTI shall be amalgamated under the OBCA and continue as one corporation (“**Amalco**”) on the terms prescribed in this Plan of Arrangement (the “**Amalgamation**”) as follows:
- (i) the name of Amalco shall be “Yooma Wellness Inc.”;

- (ii) Amalco shall be authorized to issue an unlimited number of common shares without par value ("**Amalco Shares**");
- (iii) the registered office of Amalco will be the register office of Yooma;
- (iv) there shall be no restrictions on the business Amalco may carry on or on the powers Amalco may exercise;
- (v) the directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one and a maximum number of ten;
- (vi) the directors of Amalco following the Amalgamation shall be the following individuals: Lorne Abony, Anthony Lacavera, Anthony Costanzo, Michael Young and Jordan Greenberg
- (vii) the officers of Amalco following the Amalgamation shall be the following individuals: Jordan Greenberg (President, Chief Financial Officer and Corporate Secretary) and Ron Wardle (Chief Executive Officer):
- (viii) the auditor of Amalco following the Amalgamation shall be RSM Canada LLP, who shall continue in office until the close of business of the first annual meeting of the holders of Amalco Shares, and the board of directors of Amalco shall be authorized to fix the remuneration of such auditors;
- (ix) the provisions of subsections 179(a), (a.1), (b), (c), (d) and (e) of the OBCA will apply to the Amalgamation with the result that:
 1. Yooma and GTI are amalgamated and continue as one corporation under the terms and conditions prescribed in this Plan of Arrangement;
 2. Yooma and GTI cease to exist as entities separate from Amalco;
 3. Amalco possesses all the property, rights, privileges and franchises, and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts, of each of Yooma and GTI;
 4. a conviction against, or ruling, order or judgment in favour or against, Yooma or GTI may be enforced by or against Amalco;
 5. the Articles of Arrangement are deemed to be the articles of incorporation of Amalco and, except for the purposes of subsection 117(1) of the OBCA, the Certificate of Arrangement is deemed to be the certificate of incorporation of Amalco; and
 6. Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against Yooma or GTI before the Amalgamation has become effective; and
- (x) the by-laws of Amalco shall be the same as those of Yooma, *mutatis mutandis*.
- (h) *Exchange and Cancellation of Securities* – Pursuant to the Amalgamation:
 - (i) each GTI Share shall be converted into one Amalco Share;

- (ii) each Yooma Share shall be converted into such number of Amalco Shares equal to the product of (i) the number of Yooma Shares held by such Yooma Shareholder; and (ii) the Yooma Exchange Ratio;
- (iii) the stated capital of the Amalco Shares shall be equal to the total of the aggregate paid-up capital (as such term is defined in the Tax Act) of the Yooma Shares and the GTI Shares immediately prior to the Amalgamation (excluding, for greater certainty, (A) any Yooma Shares owned by GTI, or GTI Shares owned by Yooma, in each case immediately prior to the Amalgamation, and (B) any GTI Shares or Yooma Shares held by Dissenting Holders and dealt with under Sections 2.3(a) or 2.3(b));
- (iv) each GTI Option and GTI RSU shall become exercisable for Amalco Shares on and subject to the terms and conditions thereof; and
- (v) the Amalco Option Plan shall be adopted.

Amalco CSE Listing

- (i) The Amalco Shares shall be listed and posted for trading on the CSE pursuant to the listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by Yooma with the CSE prior to the date hereof and the approval of the CSE thereof.

2.4 Tax Treatment.

The Transaction Parties intend for the transaction set forth in Section 2.3(h) of this Plan of Arrangement (collectively, the “**Reorganization**”), to qualify as a reorganization within the meaning of Section 368(a) of the Code, and will report it as such for United States federal, state and local income tax purposes. None of the Transaction Parties will knowingly take any action or fail to take any action, which action or failure to act would cause the Reorganization to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code. This Plan of Arrangement is intended to constitute a plan of reorganization with respect to the Reorganization for U.S. federal income tax purposes.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Rights of Dissent.

Each registered holder of GTI Shares and Yooma Shares may exercise dissent rights with respect to any GTI Shares and Yooma Shares, as applicable, held by such holder (“**Dissent Rights**”) in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 3.1 of this Plan of Arrangement; provided, that, notwithstanding subsection 185(6) of the OBCA, the written objection to the GTI Resolutions or Yooma Resolutions, as applicable, must be received by the relevant holder not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the applicable Shareholder Meeting (as such Shareholder Meeting may be adjourned or postponed from time to time). Each Dissenting Holder that duly exercises such Dissenting Holder’s Dissent Rights shall be deemed to have transferred the Shares held by such Dissenting Holder and in respect of which Dissent Rights have been validly exercised to the Resulting Issuer for cancellation, as applicable, free and clear of all Liens (other than the right to be paid fair value for such Shares, as set out in this Section 3.1 of this Plan of Arrangement), and if they:

- (a) ultimately are entitled to be paid fair value for such Shares: (i) shall be deemed not to have participated in the transactions in Article 2 of this Plan of Arrangement; (ii) will be entitled to be paid the fair value of such Shares by the Resulting Issuer, which fair value, notwithstanding anything to the contrary contained in Part XIV of the OBCA shall be determined as of the close of business on the Business Day before the Arrangement Resolutions were adopted; and (iii) will

not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Holder not exercised its Dissent Rights in respect of such Shares; or

- (b) ultimately are not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as a Shareholder that is not a Dissenting Holder, and shall be entitled to receive only the securities contemplated by Section 2.3 of this Plan of Arrangement, as applicable, that such Dissenting Holder would have received pursuant to the Arrangement if such Dissenting Holder had not exercised its Dissent Rights.

3.2 Recognition of Dissenting Holders.

- (a) In no circumstances shall the Transaction Parties or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Transaction Parties or any other Person be required to recognize Dissenting Holders as holders of Shares, as applicable, in respect of which Dissent Rights have been validly exercised after the completion of the transactions contemplated by Section 2.3. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of GTI Options or GTI RSUs; and (ii) Shareholders that vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolutions (but only in respect of such Shares).

ARTICLE 4 CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration.

- (a) Immediately upon the consummation of the transactions contemplated by Section 2.3 of this Plan of Arrangement, each Yooma Shareholder immediately prior to the Effective Time (other than Yooma Shareholders which have validly exercised and not withdrawn their Dissent Rights) shall be entitled, without any further action on the part of such Yooma Shareholder, to such number of Amalco Shares as is equal to the number of Yooma Shares held by such Yooma Shareholder immediately prior to the Effective Time multiplied by the Yooma Exchange Ratio. All certificate(s) representing the Yooma Shares held by such Yooma Shareholder shall be cancelled without any further action on the part of such Yooma Shareholder and such Yooma Shareholder shall be automatically entered into the share register of the Resulting Issuer by the Transfer Agent for such number of Amalco Shares as such Yooma Shareholder has become entitled in accordance with the foregoing. In lieu of physical certificates, all Yooma Shareholders entered onto the share register of the Resulting Issuer will receive a DRS Advice Statement in respect of the Amalco Shares registered in their name.
- (b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) and which were cancelled or transferred pursuant to Section 2.3 of this Plan of Arrangement, as applicable, together with a duly completed and executed Letter of Transmittal (and such additional documents and instruments as the Resulting Issuer and/or the Depositary may reasonably require), the GTI Shareholder represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such GTI Shareholder, a certificate representing the number of Amalco Shares which such GTI Shareholder is entitled to receive under the Arrangement, which Amalco Shares will be registered in such GTI Shareholder's name and either (i) delivered to the address as such GTI Shareholder directed in its Letter of Transmittal or (ii) made

available for pick-up at the offices of the Depositary, in either case, in accordance with the instructions of the GTI Shareholder set out in the Letter of Transmittal, and any certificate representing GTI Shares so surrendered shall forthwith thereafter be cancelled.

- (c) Until surrendered as contemplated by this Section 4.1 of this Plan of Arrangement, each certificate that immediately prior to the Effective Time represented GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), shall be deemed after the Effective Time to represent only the right to receive upon such surrender the consideration in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3, if applicable. Any such certificate formerly representing GTI Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any GTI Shareholder of any kind or nature against the Resulting Issuer.

4.2 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the consideration that such Shareholder has the right to receive in accordance with Section 2.3 of this Plan of Arrangement and, as applicable, such Shareholder's Letter of Transmittal. When authorizing such exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Resulting Issuer and the Depositary (each acting reasonably) in such sum as the Resulting Issuer (acting reasonably) may direct, or otherwise indemnify each of the Transaction Parties in a manner satisfactory to the Resulting Issuer (acting reasonably) against any claim that may be made against any Party with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights.

The Transaction Parties and/or the Transfer Agent or Depositary, as applicable, shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including any amounts payable pursuant to Section 3.1), such amounts as such they determine, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the Code or any provision of any other Laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made; provided, that such amounts are actually remitted to the appropriate Governmental Entity.

4.4 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third Persons of any kind.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement.

- (a) The Transaction Parties, each acting reasonably, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided, that each such amendment, modification and/or supplement must: (i) be set out in writing; (ii) be approved by each of the Transaction Parties, subject to the Arrangement Agreement, each acting

reasonably; (iii) filed with the Court and, if made following the Shareholder Meetings, approved by the Court; and (iv) communicated to the Shareholders if and as required by the Court.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Transaction Parties at any time prior to the Shareholder Meetings; provided, that each of the Transaction Parties, subject to the Arrangement Agreement, as applicable, shall have consented thereto, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Shareholders Meetings (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Shareholder Meetings shall be effective only if: (i) it is consented to in writing by each of the Transaction Parties, each acting reasonably; and (ii) if required by the Court, it is consented to by some or all of Shareholders, as applicable, voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by the Transaction Parties; provided, that it concerns a matter which, in the reasonable opinion of the Transaction Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Shareholder or any holder of GTI Options or GTI RSUs.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances.

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each Party shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either Party in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.

EXHIBIT "A"
TRANSFER AGREEMENT

See attached.

FORM OF TRANSFER AGREEMENT
(LEGACY ASSET SPIN-OUT)

This transfer agreement (the “**Agreement**”) is between Globalive Technology Inc. (the “**Transferor**”) and [SpinCo] (the “**Transferee**”, and together with the Transferor, the “**Parties**”) and is dated [●].

The Transferor and Yooma Corp. (“**Yooma**”) are party to an arrangement agreement dated [●] (the “**Arrangement Agreement**”) pursuant to which Yooma will complete a reverse takeover of the Transferor. The reverse takeover transaction and the terms of the Arrangement Agreement are being implemented through a plan of arrangement under s.182 of the *Business Corporations Act* (Ontario) (the “**Plan of Arrangement**”).

As a condition to the completion of the reverse takeover transaction under the Arrangement Agreement, and as a step in the Plan of Arrangement, the Transferor wishes to transfer and assign to the Transferee, and the Transferee wishes to receive and assume from the Transferor, certain property of the Transferor in consideration of the assumption of certain liabilities of the Transferor and the issuance of non-voting common shares in the capital of the Transferee to the Transferor.

The Parties therefore agree as follows:

ARTICLE 1
INTERPRETATION

1.1. **Defined Terms** – The following terms shall have the following meanings, respectively:

- (a) “**Assumed Liabilities**” means any obligations or liabilities of the Transferor to any of the Investee Companies of any kind whatsoever, that are now due or that may in the future arise out of any fact or circumstance that exists as at the Effective Time, including for greater certainty any obligations or liabilities listed on **Schedule C** to this Agreement;
- (b) “**Closing Date**” means the date of this Agreement, or such other date as the Parties may agree in writing;
- (c) “**Effective Time**” means the beginning of the day on the Closing Date;
- (d) “**Investee Companies**” means any entity in which the Transferor held debt or equity securities during the period from June 8, 2018 through to the Closing Date, including the entities listed on **Schedule A** to this Agreement;
- (e) “**ITA**” means the *Income Tax Act* (Canada);
- (f) “**Person**” means an individual, corporation, partnership, association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality; and
- (g) “**Transferred Assets**” means all right, title and interest of the Transferor in and to any assets, property or undertaking of any nature or kind whatsoever in or relating to any of the Investee Companies, whether real or personal, tangible or intangible, fixed or contingent (including for greater certainty the property, assets and undertaking listed on **Schedule B** to this Agreement) and including any cash, securities, contractual rights or other proceeds received by the Transferor

upon the realization of any of the foregoing assets, property and undertaking prior to the Closing Date, but excluding any cash required by the Transferor to satisfy its obligations under the Arrangement Agreement.

1.2. **Currency** – All dollar amounts referred to in this agreement are in Canadian dollars unless otherwise expressly indicated.

ARTICLE 2 TRANSFER OF THE ASSETS

2.1 **Transfer of the Purchased Assets** – Subject to the terms and conditions set out in this Agreement, the Transferor hereby sells, conveys, assigns, transfers and delivers to the Transferee, and the Transferee hereby purchases and receives from the Transferor, free and clear of any encumbrances, all right, title, benefit and interest, legal or equitable, in the Transferred Assets for an aggregate purchase price equal to their fair market value, which the parties hereto estimate in good faith to be \$[●] (the “**Transfer Price**”).

2.2 **Payment of the Transfer Price** – The Transferee shall pay and satisfy the Transfer Price by (a) issuing to the Transferor [●] non-voting common shares of the Transferee (the “**Share Consideration**”), as fully paid non-assessable shares of the Transferee, for an aggregate fair market value of \$[●] (the “**Share Value**”); and (b) assuming the Assumed Liabilities of the Transferor.

2.3 **Assignment and Assumption of Liabilities** – For greater certainty, subject to the terms and conditions of this Agreement and as partial consideration for the Transferred Assets conveyed by this Agreement, the Transferor hereby assigns to the Transferee, and the Transferee hereby assumes from the Transferor, the Assumed Liabilities for an aggregate fair market value of \$[●] (the “**Liability Value**”).

2.4 **Transfer Price Allocation** – The Parties shall allocate the Transfer Price and the Liability Value in accordance with Schedules B and C to this Agreement and shall report the transfer of the Transferred Assets and Assumed Liabilities for all tax purposes in a manner consistent with that allocation.

2.5 **Restricted Assets** – To the extent that any of the Transferred Assets are not capable of being sold or assigned without the prior approval of one or more third-parties (“**Restricted Assets**”), nothing in this Agreement will be construed as a sale or assignment of those Restricted Assets without first obtaining the necessary approvals. The Parties will make commercially reasonable efforts to obtain any necessary approvals and will sell or assign the Restricted Assets only when they have been obtained. If a Restricted Asset is not assignable or consents cannot or have not been obtained, the Transferor will, to the extent permitted by applicable law, hold that Restricted Asset in trust for the Transferee; the Transferee will perform the covenants and obligations under and in respect of the Restricted Assets in the name of the Transferor; and the Transferor will hold all benefits relating to the Restricted Assets for the account of the Transferee.

2.6 **Conditions to Closing** – The transfer of the Transferred Assets and the assumption of the Assumed Liabilities under this Agreement are subject to the following conditions in favour of both Parties: (i) the Arrangement Agreement has been validly executed and delivered by each of the parties to that agreement, and all of the closing conditions described in the Arrangement Agreement have been satisfied or waived by the applicable parties, (ii) the Plan of Arrangement has received the necessary approval of the directors and shareholders of the Transferor, Yooma and any other applicable party; (iii) the Plan of Arrangement has received the approval of a court of competent jurisdiction; and (iv) the Arrangement Agreement, the Plan of Arrangement and this Agreement have received any necessary approvals from the

TSX Venture Exchange, the Canadian Securities Exchange and any other regulatory body or other governmental authority with jurisdiction over such matters.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Transferor – The Transferor represents and warrants to the Transferee that:

- (a) The Transferor is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) the Transferred Assets are legally and beneficially owned by the Transferor, with good and marketable title, free and clear of all mortgages, charges, liens, pledges, security interests or other encumbrances;
- (c) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets and Assumed Liabilities to the Transferee and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;
- (d) no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Transferor of any of the Transferred Assets;
- (e) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferor is a party to or by which it is bound; and
- (f) this Agreement has been duly executed and delivered by the Transferor and is a valid and binding obligation of the Transferor enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

3.2 Representations and Warranties of the Transferee – The Transferee represents and warrants to the Transferor that:

- (a) The Transferee is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets, the assumption of the Assumed Liabilities, the issuance of the Share Consideration to the Transferor, and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;

- (c) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferee is a party to or by which it is bound;
- (d) this Agreement has been duly executed and delivered by the Transferee and is a valid and binding obligation of the Transferee enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and
- (e) the Transferee hereby acknowledges and agrees that, except for the representations and warranties set out in Section 3.1, the Transferred Assets are being sold and purchased on an "as-is, where-is" basis as of the Effective Time.

ARTICLE 4 TAXES

4.1 **Taxes** – Each Party shall be responsible for its own taxes of any nature or kind whatsoever, together with any interest, fees or penalties payable in respect of such taxes, arising out of the transactions contemplated by this Agreement.

4.2 **Effective Time** – Subject to the terms and conditions of this Agreement, the transfer of the Transferred Assets and the assumption of the Assumed Liabilities shall be deemed to take place at the Effective Time. Where requested by one of the Parties, the Parties shall file an election under Section 256(9) of the ITA to give effect to such Effective Time.

ARTICLE 5 POST-CLOSING

5.1 **Proceeds & Realizations on Transferred Assets** – If, after the Effective Time, the Transferor receives any proceeds, realizations or other property in respect of or traceable to the Transferred Assets it will hold such property in trust for the Transferee and, as soon as reasonably practicable, take commercially reasonable steps to transfer such property to the Transferee.

5.2 **Indemnification** – The Transferee shall indemnify and save harmless the Transferor, its directors, officers, employees, agents and representatives from and against any losses, liabilities, damages or out-of-pocket expenses (including reasonably legal fees and expenses) which it may suffer or incur as a result of, in respect of, connected with, or arising out of, the Transferred Assets or the Assumed Liabilities on or after the Effective Time, including for greater certainty any expenses reasonably incurred by the Transferor under Section 5.1.

ARTICLE 6 GENERAL

6.1 **Survival of Representations** – The representations of the Parties in this Agreement shall not survive the closing of the Transaction and shall expire and be terminated on the Effective Time.

6.2 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and assigns.

6.3 **Entire Agreement** – This Agreement, and any documents or instruments delivered pursuant to or in connection with the terms of this Agreement, constitute the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, the Parties do not make any representation, warranty or condition express or implied, statutory or otherwise to one another. This agreement may not be amended or modified except by written instrument executed by both parties.

6.4 **Waiver** – No provision of this Agreement shall be deemed waived by a course of conduct, including the transfer of the Transferred Assets or the assumption of the Assumed Liabilities, unless such waiver is in writing signed by the party purporting to waive such provision, and stating specifically that it is intended to modify this Agreement.

6.5 **Governing Law** – This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties irrevocably attorn to the jurisdiction of the courts of such province.

6.6 **Time of the Essence** – Time shall be in all respects of the essence in this Agreement.

6.7 **Further Assurances** – Each of the Parties agree to do any and all further acts and to deliver any and all further assurances, whether before or after the Closing Date, including, without limitation, any conveyance, bill of sale, deed, transfer, assignment or other instrument in writing, as may, in the opinion of any of them, be necessary or desirable to give effect to the matters provided for and contemplated by this Agreement and to take all such other action as may be required or desirable to more effectually and completely vest the Transferred Assets in the Transferee for the purpose of registration, to issue the Share Consideration to the Transferor or to otherwise carry out the purpose and intent of this Agreement.

6.8 **Counterparts** – This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute one and the same instrument.

[Signatures follow on next page.]

THIS TRANSFER AGREEMENT is dated as of the date first set forth above.

GLOBALIVE TECHNOLOGY INC.

Per: _____

Name:

Title:

I have authority to bind the Company.

[SPINCO]

Per: _____

Name:

Title:

I have authority to bind the Company.

SCHEDULE A

INVESTEES COMPANIES

The Investee Companies include the following:

Present/Former Subsidiaries:

1. Globalive Exchange Services Inc.
2. Globalive Exchange Services (UK) Ltd.
3. Neighbor Billing Inc.

Present/Former Investees:

1. 2629331 Ontario Inc.
2. Acorn Biolabs Inc.
3. Business Instincts Group Inc.
4. CDL Blockchain-AI Fund Investees:
5. Civic Resource Group Exchange, Inc.
6. Civic Resource Group International Inc.
7. CryptoStar Inc.
8. Eigen Innovations Inc.
9. FastForward Innovations Limited
10. Flexiti Financial Inc.
11. FLX Holding Corp.
12. FutureVault Inc.
13. Globalive BIG Dev Inc.
14. HyperBlock Inc.
15. Kognitiv Corporation
16. Mantle Technology Inc.
17. Pitchpoint Solutions Inc.
18. Timeplay Inc.
19. TouchBistro Inc.
20. VIDL News Corp.
21. WENN Digital Inc. (Kodak Coin)

SCHEDULE B

TRANSFERRED ASSETS

The Transferred Assets include the following:

<u>Transferred Assets</u>	<u>Transfer Price Allocation</u>
Globalive Exchange Services (UK) Ltd. 1. 1 Ordinary Share (100%)	[●]
Neighbor Billing Inc. 2. 50 Common Shares (100%) 3. Rights and obligations under the following agreements: a. Shareholder Agreement in respect of Neighbor Billing Inc. between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018. b. Software Development and License Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018. c. Termination Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019. d. Mutual Release between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019.	[●]
2629331 Ontario Inc. 1. Senior Secured Convertible Debentures in the principal amount of \$7,500,000 dated May 1, 2018. 2. Promissory Note in the principal amount of \$3,000,000 dated February 22, 2019. 3. Rights and obligations under the following agreements: a. Intercreditor and Collateral Agency Agreement appointing 2630313 Ontario Inc. as collateral agent of the holders of the Senior and Junior Debentures of 2629331 Ontario Inc. dated May 1, 2018. b. Debenture Purchase Agreement between Globalive Technology and JJR Private Capital II Limited Partnership dated October 18, 2018.	[●]

<ul style="list-style-type: none"> c. Debenture Purchase Agreements between Globalive Technology Inc. and each of the following parties dated November 11, 2018: <ul style="list-style-type: none"> i. 0916855 BC Ltd. ii. Domenica Fiore Corporation iii. LG Family Office LLC iv. Quiet Cove Investment Corp. d. Letter Agreement between Globalive Technology Inc. and JJR Private Capital II Limited Partnership dated November 11, 2019. e. General Security Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019. f. Pledge Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019. 	
<p>Acorn Biolabs Inc.</p> <ul style="list-style-type: none"> 1. 9,399,908 Seed Preferred Series 2 Shares 2. SAFE (Simple Agreement for Future Equity) for \$100,000 dated November 29, 2019. 	<p>●</p>
<p>Business Instincts Group Inc.</p> <ul style="list-style-type: none"> 1. Debenture in the principal amount of \$1,250,000 dated August 1, 2019. 2. Rights and obligations under the following agreements: <ul style="list-style-type: none"> a. Unanimous Shareholder Agreement in respect of Globalive BIG Dev Inc. between Globalive Technology Inc., Business Instincts Group Inc., Globalive BIG Dev Inc. and Globalive BIG Dev (U.S.) Inc. dated May 24, 2018. b. Master Services Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated May 24, 2018. c. Termination Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated August 1, 2019. 	<p>●</p>
<p>CDL Blockchain-AI Fund Investees:</p> <ul style="list-style-type: none"> 1. SAFEs (Simple Agreements for Future Equity) with the following investees in the following amounts (representing the face value of the SAFEs): 	<p>●</p>

<ul style="list-style-type: none"> a. 10789844 Canada Inc. (The Lake Project) [US\$ 16,666.67] b. 10991759 Canada Inc. (Analyticly) [US\$ 8,333.34] c. Blockable Inc. [US\$ 16,666.67] d. BlocKardia Technologies Inc. [US\$ 8,333.34] e. Bountey Inc. [US\$ 16,666.67] f. Carbon-Block, Inc. [US\$ 16,666.67] g. Consilium Crypto Inc. [US\$ 16,666.67] h. Consumer Ledger, Inc. [US\$ 8,333.34] i. DataX Research Inc. [US\$ 8,333.34] j. DVR Enerjee Technologies Inc. [US\$ 8,333.34] k. Cuore Platform Inc. [US\$ 16,666.67] l. Glossifi Inc. [US\$ 8,333.34] m. Govrn Inc. [US\$ 8,333.34] n. Grassland Inc. [US\$ 16,666.67] o. Humaniti Inc. [US\$ 8,333.34] p. Lagatos Inc. [US\$ 16,666.67] q. Loop Network Inc. [US\$ 8,333.34] r. Ontab Inc. [US\$ 8,333.34] s. Poket Inc. [US\$ 16,666.67] t. SDLT Solutions Inc. [US\$ 16,666.67] u. Tag Loyalty Inc. [US\$ 16,666.67] 	
<p>Civic Resource Group Exchange, Inc.</p> <ul style="list-style-type: none"> 1. 354,217 Preferred Exchangeable Shares 2. Rights and obligations under any shareholder agreement for the investee company 	<p>【●】</p>
<p>Civic Resource Group International Inc.</p> <ul style="list-style-type: none"> 1. 137,732 Common Shares 2. 214,873 Series A-1 Preferred Shares 3. 348,783 Series A-2 Preferred Shares 4. Warrant for 89,123 Series A-2 Preferred Shares 5. Convertible Promissory Note in the principal amount of US\$ 235,000 dated January 10, 2020 6. Convertible Promissory Note in the principal amount of US\$ 250,000 dated March 2020 7. Rights and obligations under the following agreements: <ul style="list-style-type: none"> a. Mutual Confidentiality Agreement between Globalive Technology Inc. and Civic Resource Group International, Inc. dated February 7, 2018. b. Any shareholder agreement for the investee company. 	<p>【●】</p>

<p>Eigen Innovations Inc.</p> <ol style="list-style-type: none"> 1. 578,795 Common Shares 2. 967,118 Series A Preferred Shares 3. Rights and obligations under any shareholder agreement for the investee company 	<p>[●]</p>
<p>Flexiti Financial Inc.</p> <ol style="list-style-type: none"> 1. 1,000 Class A Shares 	<p>[●]</p>
<p>FLX Holding Corp.</p> <ol style="list-style-type: none"> 1. 448,218 Class A Common Shares 2. 109,155 Class B Common Shares 3. 357,143 Class D Common Shares 4. 1,607,142 Series 2 Class B Preferred Shares 5. Warrants for 120,000 Class D Common Shares 6. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Fifth Amendment to the Unanimous Shareholder Agreement in respect of FLX Holding Corp. 	<p>[●]</p>
<p>FutureVault Inc.</p> <ol style="list-style-type: none"> 1. 833,334 Common Shares 2. 277,778 Subscription Rights for Common Shares 3. Rights and obligations under any shareholder agreement for the investee company 	<p>[●]</p>
<p>HyperBlock Inc.</p> <ol style="list-style-type: none"> 1. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Mining-as-a-Service Joint Venture Agreement between Globalive Technology Inc. and HyperBlock Inc. dated June 11, 2018 (as amended July 11, 2018). b. Asset Purchase Agreement between Globalive Technology Inc. and HyperBlock Inc. dated April 16, 2019. 	<p>[●]</p>
<p>Kognitiv Corporation</p> <ol style="list-style-type: none"> 1. 13,310 Common Shares 2. Rights and obligations under any shareholder agreement for the investee company 	<p>[●]</p>
<p>Pitchpoint Solutions Inc.</p> <ol style="list-style-type: none"> 1. 811,557 Common Shares 2. Warrants for 100,000 Common Shares 	<p>[●]</p>

3. Rights and obligations under any shareholder agreement for the investee company	
Timeplay Inc. <ol style="list-style-type: none">1. 36,527 Common Shares2. Warrants for 27,556 Common Shares3. 898,760 Series A Preferred Shares4. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Non-Disclosure Agreement between Globalive Technology Inc. and Timeplay Inc. dated March 17, 2020.b. Any shareholder agreement for the investee company.	[●]
WENN Digital Inc. (Kodak Coin) <ol style="list-style-type: none">1. SAFT (Simple Agreement for Future Tokens) for 1,000,000 Kodak Tokens	[●]

SCHEDULE C

ASSUMED LIABILITIES

The Assumed Liabilities include the following, which are valued at \$[●] in aggregate as at the Effective Time:

1. Any obligations of the Transferor under or in respect of any of the Transferred Assets described in Schedule B.

SCHEDULE B-1
GTI ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

- A. The arrangement (the “**Arrangement**”) under Section 182 of the *Business Corporations Act* (Ontario) involving Globalive Technology Inc. (“**GTI**”) and Yooma Corp. (“**Yooma**” or together with GTI, the “**Parties**”), pursuant to the arrangement agreement between GTI and Yooma dated December 16, 2020, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), as more particularly described and set forth in the joint management information circular of the Parties dated ●, 2020 (the “**Circular**”), and all transactions contemplated thereby (including, for greater certainty, the Spin-Out and Reorganization Transactions (as defined in the Arrangement Agreement)), are hereby authorized, approved and adopted.
- B. The plan of arrangement contemplated in the Arrangement Agreement (as it has been or may be modified, supplemented or amended from time to time in accordance with the Arrangement Agreement) and its terms (the “**Plan of Arrangement**”), the full text of which is set out as Appendix A to the Circular, is hereby authorized, approved and adopted.
- C. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of GTI in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of GTI in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by GTI of its obligations thereunder, are hereby ratified and approved.
- D. GTI is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).
- E. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of GTI (the “**GTI Shareholders**”) entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of GTI are hereby authorized and empowered, without further notice to or approval of the GTI Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
- F. Any officer or director of GTI is hereby authorized and directed for and on behalf of GTI to execute and deliver for filing with the Director under the *Business Corporations Act* (Ontario) articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
- G. Any officer or director of GTI is hereby authorized and directed, for and on behalf of GTI, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of GTI or otherwise, all such other documents and instruments

and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

**SCHEDULE B-2
GTI DELISTING RESOLUTION**

WHEREAS:

- A. Globalive Technology Inc. ("**GTI**") entered into an arrangement agreement dated December 16, 2020 with Yooma Corp. ("**Yooma**"), pursuant to which GTI will, among other things, amalgamate with Yooma and continue as one corporation (the "**Resulting Issuer**") by way of a statutory plan of arrangement (the "**Plan of Arrangement**") pursuant to the provisions of Section 182 of the Business Corporations Act (Ontario) (the "**Arrangement**");
- B. the common shares in the capital of GTI (the "**GTI Shares**") are listed on the TSX Venture Exchange (the "**TSXV**"); and
- C. in connection with the Arrangement, GTI desires to voluntarily delist the GTI Shares from the TSXV and to list the common shares of the Resulting Issuer on the Canadian Securities Exchange.

BE IT RESOLVED THAT:

- 1. GTI is hereby authorized to apply to the TSXV for delisting of the GTI Shares, such delisting to take effect on or about the time that the Arrangement becomes effective, as set out in the Plan of Arrangement, and is hereby authorized to file with the TSXV all applications, documents and other things as may be necessary in connection therewith; and
- 2. any officer or director of GTI is hereby authorized and directed, for and on behalf of GTI, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of GTI or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

**SCHEDULE B-3
YOOMA RESOLUTION**

BE IT RESOLVED THAT:

- A. The arrangement (the “**Arrangement**”) under Section 182 of the *Business Corporations Act* (Ontario) involving Yooma Corp. (“**Yooma**”) and Globalive Technology Inc. (“**GTI**”, or together with Yooma, the “**Parties**”), pursuant to the arrangement agreement among Yooma and GTI dated December 16, 2020, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), as more particularly described and set forth in the joint management information circular of the Parties dated ●, 2020 (the “**Circular**”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
- B. The plan of arrangement contemplated in the Arrangement Agreement (as it has been or may be modified, supplemented or amended from time to time in accordance with the Arrangement Agreement) and its terms (the “**Plan of Arrangement**”), the full text of which is set out as Appendix A to the Circular, is hereby authorized, approved and adopted.
- C. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of Yooma in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of Yooma in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by Yooma of its obligations thereunder, are hereby ratified and approved.
- D. Yooma is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).
- E. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of Yooma (the “**Yooma Shareholders**”) entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of Yooma are hereby authorized and empowered, without further notice to or approval of the Yooma Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
- F. Any officer or director of Yooma is hereby authorized and directed for and on behalf of Yooma to execute and deliver for filing with the Director under the *Business Corporations Act* (Ontario) articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
- G. Any officer or director of Yooma is hereby authorized and directed, for and on behalf of Yooma, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of Yooma or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts and things as,

in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

**SCHEDULE C-1
GTI REPRESENTATIONS AND WARRANTIES**

See attached.

SCHEDULE C-1
GTI REPRESENTATIONS AND WARRANTIES

- (a) Organization. GTI is a corporation duly organized and validly existing and in good standing under the Laws of the jurisdiction of its incorporation, has full corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. GTI is duly qualified, licensed or registered to carry on business and is in good standing in each jurisdiction where such qualification, licensing or registration is necessary, and has all Authorizations required to own, lease and operate its properties and to carry on its business as now conducted. True and complete copies of the constating documents of GTI have been disclosed in the Data Room, and no action has been taken to amend or supersede such documents.
- (b) Authorization; Validity of Agreement; Company Action. GTI has all necessary corporate power and authority to execute and deliver this Agreement and the agreements and other documents to be entered into by it hereunder, to perform its obligations hereunder and thereunder and, subject to obtaining the GTI Shareholder Approval in the manner required by the Interim Order and approval of the Court, to consummate the transactions contemplated hereunder and thereunder. The execution, delivery and performance by GTI of this Agreement, the Arrangement and the agreements and other documents to be entered into by it hereunder and the consummation by GTI of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the GTI Board, and no other corporate proceeding on the part of GTI is necessary to authorize the execution, delivery and performance by GTI of this Agreement and the agreements and other documents to be entered into by it hereunder or the consummation of the Arrangement, other than obtaining the approval by the GTI Board of the Information Circular and the GTI Shareholder Approval in the manner required by the Interim Order and approval by the Court. This Agreement has been duly and validly executed and delivered by GTI and, assuming due and valid authorization, execution and delivery of this Agreement by Yooma, is a valid and binding obligation of GTI enforceable against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) Board Approvals. The GTI Board, at a meeting duly called and held, has unanimously (i) determined that this Agreement, the Arrangement and the other transactions contemplated by this Agreement are advisable, fair to and in the best interests of GTI and the GTI Shareholders; (ii) approved this Agreement, the Arrangement and the other transactions contemplated by this Agreement in all respects; (iii) made the GTI Board Recommendation; and (iv) directed that the approval of the adoption of this Agreement be submitted for the consideration of the GTI Shareholders at the GTI Meeting. As of the date hereof, none of the aforesaid actions by the GTI Board has been amended, rescinded or modified.
- (d) No Conflict; Required Filings and Consent.
- (i) The execution and delivery by GTI of this Agreement and the performance by GTI of its obligations hereunder and the completion of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
- (A) violate, conflict with or result in a breach of:

- (1) any provision of the articles, by-laws or other constating documents of GTI or any of its Subsidiaries;
- (2) any Contract to which GTI or any of its Subsidiaries is a party or by which GTI or any of its Subsidiaries is bound; or
- (3) any Law to which GTI or any of its Subsidiaries is subject or by which GTI or any of its Subsidiaries is bound;

in each case, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect in respect of GTI (a “**GTI Material Adverse Effect**”);

- (B) other than the Material Contracts listed in Section (d)(i)(B) of the GTI Disclosure Letter, give rise to any right of termination, allow any Person to exercise any rights, or cause or permit the termination, cancellation, acceleration or other change of any material right or material obligation or the loss of any benefit to which GTI is entitled, under any Material Contract or Authorization to which GTI or any of its Subsidiaries is a party, except as would not, individually or in the aggregate, have or reasonably be expected to have a GTI Material Adverse Effect; or
 - (C) other than the Material Contracts listed in Section (d)(i)(C) of the GTI Disclosure Letter, give rise to any rights of first refusal or rights of first offer, trigger any change of control provision or any restriction or limitation, or require any consent or other action by any Person under, any Material Contract or Authorization, or result in the imposition of any Lien upon any of GTI’s assets or the assets of any of its Subsidiaries, except as would not, individually or in the aggregate, have or reasonably be expected to have a GTI Material Adverse Effect.
- (e) No Filings. Other than compliance with applicable Laws, stock exchange rules and policies, the Interim Order and the Final Order and the filing of the Certificate of Arrangement and the Articles of Arrangement, no Authorization of, or other action by or in respect of, or filing, recording, registering or publication with, or notification to, any Governmental Entity is necessary on the part of GTI for the consummation by GTI of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement, except for such Authorizations and filings as to which the failure to obtain or make would not, individually or in the aggregate, have or reasonably be expected to have a GTI Material Adverse Effect.
- (f) Subsidiaries.
- (i) All of the Subsidiaries of GTI or GTI’s interests (whether registered or beneficial) in any Person are set forth in Section (f)(i) of the GTI Disclosure Letter, each of which shall be transferred or otherwise divested by GTI pursuant to the Spin-Out and Reorganization Transactions at or prior to the Effective Time. The following information with respect to each Subsidiary of GTI is accurately set out in Section (f)(i) of the GTI Disclosure Letter: (i) its name; (ii) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of capital stock or other equity interests; and (iii) its jurisdiction of

incorporation, organization or formation. GTI does not otherwise own, directly or indirectly, any capital stock or other equity securities of any Person or have any direct or indirect equity or ownership interest in any business.

- (ii) Upon completion of the Spin-Out and Reorganization Transactions, GTI shall have no Subsidiaries or interests (whether registered or beneficial) in any Person.

(g) Compliance with Laws and Constating Documents.

- (i) Except as would not, individually or in the aggregate, have had or reasonably be expected to have a GTI Material Adverse Effect, GTI and its Subsidiaries have complied with all applicable Laws. No notice, charge, claim or action has been received by GTI or any of its Subsidiaries or has been filed, commenced or, to the knowledge of GTI, brought, initiated or threatened against GTI or any of its Subsidiaries alleging any violation of any such Laws.
- (ii) Other than non-compliance or violations which, individually or in the aggregate, have had or would reasonably be expected to have a GTI Material Adverse Effect, none of GTI or any of its Subsidiaries is in conflict with, or in default under or in violation of its articles or by-laws or equivalent organizational documents.

- (h) Required Vote. The GTI Shareholder Approval is the only vote or consent of holders of GTI Shares necessary to authorize this Agreement or to consummate the Arrangement and the other transactions contemplated by this Agreement.

- (i) Authorizations. Except as it has not had and would not, individually or in the aggregate, have a Material Adverse Effect in respect of GTI, GTI and its Subsidiaries have obtained all Authorizations necessary for the ownership, operation and use of the assets of GTI and its Subsidiaries or otherwise in connection with carrying on the business and operations of GTI and its Subsidiaries in compliance in all respects with all applicable Laws. Except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect in respect of GTI, (i) such Authorizations are in full force and effect in accordance with their terms; (ii) GTI and its Subsidiaries, since January 1, 2019, have fully complied with and are in compliance with all Authorizations; (iii) there is no action, investigation or proceeding pending or, to the knowledge of GTI, threatened, regarding any Authorization; and (iv) none of GTI or any of its Subsidiaries or, to the knowledge of GTI, any of their respective officers or directors has received any notice, whether written or oral, of revocation or non-renewal or material amendments of any such Authorizations, or of any intention of any Person to revoke or refuse to renew or to materially amend any of such Authorizations and all such Authorizations continue to be effective in order for GTI and its Subsidiaries to continue to conduct their respective businesses as they are currently being conducted. To the knowledge of GTI, no Person other than GTI or a Subsidiary thereof owns or has any proprietary, financial or other interest (direct or indirect) in any such Authorizations, except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to GTI and its Subsidiaries, taken as a whole.

(j) Capitalization.

- (i) The authorized share capital of GTI consists of an unlimited number of GTI Shares. As of the close of business on the Business Day prior to the date of

this Agreement, there were (A) 6,977,073 GTI Shares validly issued and outstanding as fully-paid and non-assessable shares of GTI; (B) 130,662 outstanding GTI Options providing for the issuance of up to 130,662 GTI Shares upon the exercise thereof; and (C) GTI RSUs that will result in the issuance of up to 579,590 GTI Shares upon the vesting thereof. All outstanding GTI Shares have been, and all GTI Shares issuable upon the exercise or vesting of rights under the GTI Options and the GTI RSUs in accordance with their terms have been duly authorized in accordance with the respective terms thereof, validly issued, fully paid and nonassessable.

- (ii) Except for the GTI Options and the GTI RSUs and other than as disclosed in Section (j)(ii) of the GTI Disclosure Letter, (A) there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, restricted share awards, restricted share unit awards, deferred share unit awards, performance share unit awards, agreements, arrangements, understandings or commitments of any kind relating to the issued or unissued capital stock of, or other equity interests in, GTI or any of its Subsidiaries obligating GTI or such Subsidiary to issue, transfer, register or sell or cause to be issued, transferred, registered or sold any shares of capital stock, or other equity interest in, GTI or such Subsidiary or securities convertible into or exchangeable for such shares or equity interests or other securities, or obligating GTI or such Subsidiary to grant, extend or enter into any such option, warrant, call, subscription or other right, restricted share award, restricted stock share award, agreement, arrangement, understanding or commitment; (B) there are no outstanding agreements, arrangements, understandings or commitments of GTI or any of its Subsidiaries to repurchase, redeem or otherwise acquire any GTI Shares or such Subsidiary or qualify securities for public distribution in Canada or elsewhere, or with respect to the voting or disposition of any securities of GTI or any of its Subsidiaries; (C) there are no outstanding agreements or binding commitments of GTI or any of its Subsidiaries requiring it to provide any amount of funds or to make any investment (in the form of a loan, capital contribution or otherwise) in any Person; and (D) there are no outstanding or authorized share appreciation, phantom share, restricted share units, deferred share units, performance-based awards, profit participation or other similar rights with respect to GTI or any of its Subsidiaries.
- (iii) Section (j)(iii) of the GTI Disclosure Letter sets forth, with respect to each GTI Option outstanding as of the close of business on the Business Day prior to the date of this Agreement, (A) the holder of each GTI Option; (B) the number of GTI Shares issuable therefor; (C) the purchase price payable therefor upon the exercise of each such GTI Option; and (D) the date on which such GTI Option was granted. All of the GTI Options have been granted solely to employees, consultants (who are individuals) or directors of GTI or its Subsidiaries. The exercise price of each GTI Option is not (and is not deemed to be) less than the fair market value of a GTI Share as of the date of grant of such GTI Option. All grants of GTI Options were validly issued and properly approved by the GTI Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. Section (j)(iii) of the GTI Disclosure Letter sets forth, with respect to each GTI RSU, as of the date of this Agreement, (A) the holder of each GTI RSU; (B) the number of GTI Shares subject to the award; (C) the date on which such GTI RSU was granted; and (D) the expiry date of the GTI RSUs. As of the close of business on the Business Day prior to the date of this Agreement, no

GTI Options, GTI RSU or any other equity or equity-based awards were granted and are outstanding other than those granted under the GTI Equity Incentive Plan and set forth on Section (j)(iii) of the GTI Disclosure Letter. GTI has provided to Yooma all forms of option award agreements and all forms of restricted shares agreements governing GTI Options and GTI RSUs.

- (iv) The GTI Equity Incentive Plan and the issuance of GTI Shares under such plans (including all outstanding GTI Options and GTI RSUs) have been recorded on GTI's financial statements in accordance with IFRS, and no such grants involved any "back dating," "forward dating," "spring loading" or similar practices.
 - (v) There are no shareholder agreements, voting trusts or other agreements or understandings to which GTI or any of its Subsidiaries is a party relating to the voting or disposition of any shares of GTI or any of its Subsidiaries.
 - (vi) All dividends or distributions on securities of GTI or any of its Subsidiaries that have been declared or authorized have been paid in full.
- (k) Reporting Issuer Status and Stock Exchange Compliance.
- (i) As of the date hereof, GTI is a reporting issuer not in default (or the equivalent) under Canadian Securities Laws in the provinces of British Columbia, Alberta and Ontario. There is no Order delisting, suspending or cease trading any securities of GTI. The GTI Shares are listed and posted for trading on the Exchange, and are not listed on any market other than the Exchange, and GTI is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Exchange.
 - (ii) GTI has not taken any action to cease to be a reporting issuer in any jurisdiction, province or territory nor has GTI received notification from any applicable Securities Authority seeking to revoke GTI's reporting issuer status. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of GTI is pending, in effect, has been threatened, or is expected to be implemented or undertaken, and GTI is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction, other than the suspension of the trading of the GTI Shares on the TSXV since June 4, 2020 in connection with the announcement of the proposed transaction between GTI and Socati.
- (l) Reports. Since January 1, 2018, GTI has timely filed true and correct copies of GTI Public Documents that GTI is required to file under Canadian Securities Laws (including "documents affecting the rights of securityholders" and "material contracts" required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*), and at the time filed the GTI Public Documents (A) (1) did not contain any misrepresentation and (2) complied in all material respects with the applicable requirements of Canadian Securities Laws; and (B) (1) did not contain any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Any amendments to the GTI Public Documents required to be made have been filed on a timely basis with the applicable Governmental Entity. GTI has not filed any confidential material change report with

any Governmental Entity which at the date hereof remains confidential or any other confidential filings (including redacted filings) filed under Canadian Securities Laws or with any Governmental Entity.

- (m) Comments, Review, Audits, Etc. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of the GTI Public Documents and, to the knowledge of GTI, neither GTI nor any of the GTI Public Documents is the subject of an ongoing audit, review, comment or investigation by any Securities Authority or the Exchange.
- (n) Financial Statements.
 - (i) The audited consolidated financial statements for GTI as of and for each of the fiscal years ended on December 31, 2019 and December 31, 2018 (including any notes or schedules thereto, the auditor's report thereon and related management's discussion and analysis) and the interim unaudited consolidated financial statements for GTI for the nine-month period ended September 30, 2020 (including any notes or schedules thereto and related management's discussion and analysis) have been, and all financial statements of GTI (including any notes or schedules thereto and related management's discussion and analysis) which are publicly disseminated by GTI in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of GTI and its Subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto), subject to normal year-end adjustments and the absence of notes in the case of any interim financial statements.
 - (ii) There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of GTI or any of its Subsidiaries with unconsolidated entities or other Persons.
 - (iii) The financial books, records and accounts of GTI and each of its Subsidiaries: (A) have been maintained, in all material respects, in accordance with IFRS, and (B) accurately and fairly reflect the basis for GTI's financial statements in all material respects.
 - (iv) GTI maintains internal control over financial reporting (as such term is defined in National Instrument 52-109 - *Certification of Disclosure in Issuers' Annual and Interim Filings*). To the knowledge of GTI, as of the date of this Agreement (A) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of GTI that are reasonably likely to adversely affect the ability of GTI to record, process, summarize and report financial information; and (B) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of GTI.
 - (v) None of GTI, any of its Subsidiaries or, to the knowledge of GTI, any director, officer, employee, auditor, accountant or representative of GTI or any of its

Subsidiaries has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of GTI or any of its Subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that GTI or any of its Subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the GTI Board.

- (o) Undisclosed Liabilities. Except for liabilities and obligations (A) reflected or to the extent reserved against on the unaudited consolidated balance sheet of GTI as of September 30, 2020, or (B) for which GTI and its Subsidiaries will be fully released and discharged in connection with the Spin-Out and Reorganization Transactions, neither GTI or any of its Subsidiaries has incurred any liabilities or obligations of any nature, whether or not accrued, contingent, absolute or otherwise and whether or not required to be disclosed in the liabilities column of a balance sheet prepared in accordance with IFRS.
- (p) GTI Cash. As of the date hereof, GTI and its Subsidiaries have approximately US\$4,500,000 in cash.
- (q) Indebtedness. As of the date hereof, no indebtedness for borrowed money was owing or guaranteed by GTI or its Subsidiaries.
- (r) Real Property. Neither GTI nor any of its Subsidiaries owns any real or immovable property and, upon completion of the Spin-Out and Reorganization Transactions, neither GTI nor any of its Subsidiaries will be party to any lease, sublease, license or occupancy agreement in respect of real or immovable property.
- (s) Environmental Matters. GTI and each of its Subsidiaries is in compliance in all material respects with all Environmental Laws, and, to the knowledge of GTI, no material expenditures are or will be required in order to comply with any such Environmental Laws.
- (t) Intellectual Property.
 - (i) Upon completion of the Spin-Out and Reorganization Transactions, GTI and its Subsidiaries will have no material Intellectual Property.
 - (ii) GTI and its Subsidiaries own, or have a valid right to use, all Intellectual Property material to the conduct of its business as it is currently conducted, and to the knowledge of GTI, the use of GTI's and its Subsidiaries' Intellectual Property as currently used by GTI or its Subsidiaries, and the conduct of the business of GTI or its Subsidiaries as currently conducted does not infringe, misappropriate or otherwise violate the Intellectual Property of any other Person.
 - (iii) (A) No actual claims, before any court or Governmental Entity, are pending or threatened in writing, or, to the knowledge of GTI, otherwise threatened, against GTI or any of its Subsidiaries with respect to the ownership, scope, validity, enforceability, infringement or misappropriation of any Intellectual Property owned by GTI or any of its Subsidiaries; and (B) to GTI's knowledge, no actual claims, before any court or Governmental Entity, are pending or threatened in writing, or otherwise threatened, against GTI or any of its Subsidiaries with respect to the ownership, scope (as to patent claims),

validity, enforceability, infringement or misappropriation of any Intellectual Property licenced by GTI or any of its Subsidiaries.

(u) Employment Matters.

- (i) GTI and its Subsidiaries are in compliance in all material respects with all terms and conditions of employment and all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, workers' compensation, human rights, immigration, Tax withholding, labour relations, wage and hour, including pay equity, and there are no current, pending, or to the knowledge of GTI, threatened proceedings before any court, Governmental Entity, board or tribunal with respect to any of the areas listed herein, except for such proceedings which individually or in the aggregate would not be reasonably expected to have a GTI Material Adverse Effect.
- (ii) None of GTI or any of its Subsidiaries are, or have been, engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of GTI, threatened against GTI or any of its Subsidiaries.
- (iii) GTI has provided or made available to Yooma current and complete copies of all employment Contracts to which GTI or a Subsidiary thereof is a party or otherwise bound. No employee of GTI or any of its Subsidiaries has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results by Law from the employment of an employee without an agreement as to notice or severance and there are no (A) retention or change of control agreements or any other agreements providing for retention, severance, change of control or termination payments to any director or executive officer or employee of GTI and its Subsidiaries, or (B) plans, programs, bonus pools or other arrangement that would entitle any GTI employee to a payment in circumstances involving a change of control of GTI.
- (iv) Except as provided in this Agreement or in Section (u)(iv) of the GTI Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (whether alone or in conjunction with any other event, such as a termination of employment) (A) result in any payment (including bonus, golden parachute, retirement, severance, unemployment compensation, or other benefit) becoming due or payable to any of the GTI employees, (B) increase the compensation or benefits otherwise payable to any GTI employee, including under any Benefit Plan, (C) result in the acceleration of the time of payment or vesting of any benefits or entitlements otherwise available pursuant to the GTI Equity Incentive Plan (except for outstanding GTI Options and GTI RSUs), (D) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in 280G(b)(1) of the Code, (E) entitle the recipient of any payment or benefit to receive "gross up" payment for any income or other Taxes that might be owed with respect to such payment or benefit payments, or (F) result in the triggering or imposition of any restrictions or limitations on the rights of GTI to amend or terminate any Benefit Plan.
- (v) None of GTI or any of its Subsidiaries (A) is a party to any collective

bargaining agreement with respect to any GTI employees or any contract with any employee association, or (B) is subject to any application for certification or, to the knowledge of GTI, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement and no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of GTI by way of certification, interim certification, voluntary recognition or succession rights. There is no labour strike, dispute, work slowdown or stoppage pending or involving, or to the knowledge of GTI threatened against GTI or any of its Subsidiaries and no such event has occurred within the last two (2) years.

- (vi) None of GTI or any of its Subsidiaries is subject to any current, pending or, to the knowledge of GTI, threatened claim, complaint or proceeding for wrongful dismissal, constructive dismissal, discrimination or retaliation, or any other tort claim relating to employment or termination of employment of employees or independent contractors, or under any applicable Law with respect to employment and labour.
 - (vii) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation and there are no Orders under applicable occupational health and safety Laws relating to GTI or its Subsidiaries which are currently outstanding.
- (v) Absence of Certain Changes or Events. Except as specifically contemplated by this Agreement or set forth in Section (v) of the GTI Disclosure Letter, since December 31, 2019:
- (i) through the date of this Agreement, GTI and its Subsidiaries have conducted their business in all material respects in the ordinary course of business consistent with past practice;
 - (ii) GTI has not suffered a GTI Material Adverse Effect; and
 - (iii) there has been no effect, change, development, event or occurrence that would, individually or in the aggregate, reasonably be expected to cause a GTI Material Adverse Effect.
- (w) Litigation; Orders. Except as it would not reasonably be expected to have a GTI Material Adverse Effect, as of the date of this Agreement, there are no actions, suits or proceedings in progress, pending or, to the knowledge of GTI, threatened, or, to the knowledge of GTI, investigations by Governmental Entities in progress, pending or threatened, in each of the foregoing cases in this Section (w) against GTI, any of its Subsidiaries, or any of their respective property or assets or, to the knowledge of GTI, any of their current or former directors or officers (in their capacities as such). No Order is outstanding against GTI, any of its Subsidiaries or any of their respective properties or assets that (i) has been, or would reasonably be expected, individually or in the aggregate, to be material to GTI and its Subsidiaries, taken as a whole or (ii) as of the date of this Agreement, has impaired, or would reasonably be expected, individually or in the aggregate to impair, in any material respect, the ability of GTI to perform its obligations under this Agreement or to consummate the Arrangement, or prevent or materially delay the consummation of any of the Arrangement and the other transactions contemplated by this Agreement. As of the date hereof, GTI and

its Subsidiaries do not have any material suit, claim, action, charge, proceeding, including arbitration proceeding or alternative dispute resolution proceeding, or investigation pending against any other Person.

(x) Taxes.

- (i) Each of GTI and its Subsidiaries has duly and in a timely manner made or prepared all material Tax Returns required to be made or prepared by it, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, and all such Tax Returns were complete and correct in all material respects. Neither GTI nor any of its Subsidiaries is currently a beneficiary of any extension of time within which to file any Tax Return other than extensions that are automatically granted.
- (ii) GTI and each of its Subsidiaries have paid all material Taxes, including instalments required by applicable Law on account of Taxes for the current year, which are due and payable by it (whether or not assessed by the appropriate Governmental Entity), and GTI has provided adequate accruals in accordance with IFRS in the most recently published financial statements of GTI for any Taxes of GTI and each of its Subsidiaries that have not been paid with respect to the period covered by such financial statements whether or not shown as being due on any Tax Returns. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a GTI Material Adverse Effect, no liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.
- (iii) Each of GTI and its Subsidiaries has duly and timely withheld all material Taxes required by Law to be withheld by it (including material Taxes required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.
- (iv) Except as set forth on Section [(w)(iv)] of the GTI Disclosure Letter, each of GTI and its Subsidiaries has duly and timely collected all material amounts on account of any material sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial sales taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.
- (v) There are no proceedings, investigations, audits or claims now pending against GTI or any of its Subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
- (vi) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, GTI or any of its Subsidiaries.

- (vii) For the purposes of the Tax Act and any other relevant Tax purposes:
 - (A) GTI has at all times during its existence been resident in Canada and has never been resident in any other country;
 - (B) each of its Subsidiaries has at all times during its existence been resident in the jurisdiction in which it was formed, and has never been resident in any other country; and
 - (C) neither GTI nor any of its Subsidiaries has, or had, a permanent establishment in a country other than its country of residence.
- (viii) Neither GTI nor any of its Subsidiaries has ever been a member of an affiliated group of corporations filing a Tax Return on a consolidated, affiliated, unitary, or similar basis, or is party to, or otherwise bound by or subject to, any Tax sharing, allocation, indemnification or similar agreement or arrangement.
- (ix) There are no Liens for Taxes upon any properties or assets of GTI or any of its Subsidiaries (other than Permitted Liens).
- (x) GTI, and each of its Subsidiaries are, and have been at all relevant times, in compliance in all material respects with all applicable transfer pricing Laws, and have maintained, in all material respects, required documentation (as required under Section 482 of the Code, paragraphs 247(4)(a) to (c) of the Tax Act, or any similar provision of applicable Tax Law), if any, for all transfer pricing arrangements.
- (xi) Neither GTI nor any of its Subsidiaries has received any notice or inquiry in writing from any Governmental Entity outside of the country in which GTI or the Subsidiary, respectively, was formed, to the effect that GTI or any of its Subsidiaries is subject to net basis taxation or is tax resident or tax domiciled in any country other than the country in which GTI or the Subsidiary, respectively, was formed.
- (xii) There are no circumstances existing which could result in the application of Section 17, Section 78, Section 79, or Sections 80 to 80.04 or Section 160 of the Tax Act to each of GTI and its Subsidiaries.
- (y) Books and Records. The corporate records and minute books of GTI are currently maintained in accordance with applicable Laws and are complete and accurate in all material respects.
- (z) Assets. Upon completion of the Spin-Out and Reorganization Transactions, GTI and its Subsidiaries will have no material assets other than cash and cash equivalents.
- (aa) Insurance. Section (aa) of the GTI Disclosure Letter lists all material insurance policies maintained by or on behalf of GTI and its Subsidiaries as of the date of this Agreement. All such policies are in full force and effect and will not terminate by virtue of the transactions contemplated hereby, all premiums due thereon have been paid by GTI or one of its Subsidiaries, and GTI and its Subsidiaries are otherwise in compliance in all material respects with the terms and provisions of such policies. Furthermore, since January 1, 2019 through the date of this Agreement, (a) GTI and its Subsidiaries have not received any written or, to the knowledge of GTI, oral notice

of cancellation or non-renewal of any such policy or arrangement, other than in connection with the normal renewal process, nor is the termination of any such policies, to the knowledge of GTI, threatened; and (b) there is no claim pending under any of such policies or arrangements as to which coverage has been denied or disputed by the underwriters of such policies or arrangements.

- (bb) Non-Arm's Length Transactions. Other than employment or compensation agreements entered into in the ordinary course of business, no director, officer, employee or agent of, or independent contractor to, GTI or any of its Subsidiaries or holder of record or beneficial owner of 10% or more of the GTI Shares, or associate or affiliate of any such officer, director or beneficial owner, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transactions with GTI or any of its Subsidiaries.
- (cc) Benefit Plans. Except as set forth on Section (cc) of the GTI Disclosure Letter, and other than the GTI Equity Incentive Plan, GTI does not maintain or contribute to any Benefit Plan. The GTI Equity Incentive Plan was adopted by GTI in accordance with the requirements of the Exchange and complies in all material respects with the applicable policies of the Exchange.
- (dd) Restrictions on Business Activities. There is no Contract or Order binding upon GTI or any of its Subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any material business practice of GTI or any of its Subsidiaries or the conduct of business by GTI or any of its Subsidiaries as currently conducted (including following the transactions contemplated by this Agreement) other than Contracts or Orders which would not, individually or in the aggregate, reasonably be expected to have a GTI Material Adverse Effect.
- (ee) Contracts.
 - (i) Section (ee)(i) of the GTI Disclosure Letter sets forth a list as of the date of this Agreement of the GTI Material Contracts, each of which will be transferred, assigned or terminated at or prior to the Effective Time pursuant to the Spin-Out and Reorganization Transactions.
 - (ii) Except as would not, individually or in the aggregate, have or reasonably be expected to have a GTI Material Adverse Effect, none of GTI, its Subsidiaries or, to the knowledge of GTI, any other party, is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Contracts to which GTI is a Party (each, a "**GTI Material Contract**"), and, to the knowledge of GTI, there has not occurred any event that, with the lapse of time or giving of notice or both, would constitute such a default.
 - (iii) Neither GTI nor its Subsidiaries are party to or bound by any Contract that provides for any payment as result of the termination, transfer or assignment of such Contract or the consummation of any of the matters contemplated by this Agreement or that cannot be terminated without notice.
- (ff) Corrupt Practices Legislation. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a GTI Material Adverse Effect, (i) GTI and its Subsidiaries have been and are in full compliance with all applicable anti-corruption Laws, including the United States *Foreign Corrupt Practices Act* and the *Corruption of Foreign Public Officials Act* (Canada) and (ii) neither GTI or its

Subsidiaries nor, to the knowledge of GTI, any director, officer, agent or employee of GTI or any of its Subsidiaries has, directly or indirectly, given, made, offered or received or agreed to give, make, offer or receive any payment, gift, contribution, expenditure or other advantage: (A) which would violate any applicable Law; or (B) to or for a Public Official with the intention of: (1) improperly influencing any act or decision of such Public Official; (2) inducing such Public Official to do or omit to do any act in violation of his lawful duty; or (3) securing any improper advantage, in each case in order to obtain or retain business or any business advantage. For the purposes of this Section (cc), "**Public Official**" includes any Person holding, representing or acting on behalf of a Person holding a legislative, administrative or judicial office, and any Person employed by, representing or acting on behalf of a Governmental Entity or enterprise thereof, public international organization, any political party or party official, or any candidate for any political office or any official or employee of any public hospital, agency or health care institution.

- (gg) Brokers. Neither GTI nor any of its affiliates has employed any broker, finder, investment banker, financial advisor or other person or incurred any liability for any brokerage fees, commissions, finder's fees, financial advisory fees or other similar fees in connection with the transactions contemplated by this Agreement.
- (hh) No "Collateral Benefit". To the knowledge of GTI, no related party of GTI (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding GTI Shares, except for related parties who will not receive a "collateral benefit" (within the meaning of such instrument) as a consequence of the transactions contemplated by this Agreement.
- (ii) Directors and Officers.
 - (i) None of the directors or officers of GTI or any of its Subsidiaries is now, or has ever been, subject to an order or ruling of any Securities Authority or stock exchange prohibiting such individual from acting as a director or officer of a company.
 - (ii) None of the directors or officers of GTI or any of its Subsidiaries is or has been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
 - (iii) There has not been, and there is not currently, any material disagreement or other material dispute between GTI or any of its Subsidiaries, on the one hand, and any director, officer, employee or independent contractor of GTI or any of its Subsidiaries, on the other hand, which is adversely affecting or would reasonably be expected to have a GTI Material Adverse Effect.
- (jj) Full Disclosure. GTI has made available to Yooma all information concerning GTI, its Subsidiaries and their respective businesses through information disclosed to Yooma or in the GTI Disclosure Letter, and all such information as made available to Yooma is accurate, true and correct in all material respects. None of the foregoing representations and warranties, and no document furnished by or on behalf of GTI to Yooma in connection with the negotiation of the transactions contemplated by this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary to make any such statement or representation not misleading.

**SCHEDULE C-2
YOOMA REPRESENTATIONS AND WARRANTIES**

See attached.

SCHEDULE C-2
YOOMA REPRESENTATIONS AND WARRANTIES

- (a) Organization. Yooma is a corporation duly organized and validly existing and in good standing under the Laws of the jurisdiction of its incorporation, has full corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Yooma is duly qualified, licensed or registered to carry on business and is in good standing in each jurisdiction where such qualification, licensing or registration is necessary, and has all Authorizations required to own, lease and operate its properties and to carry on its business as now conducted. True and complete copies of the constating documents of Yooma have been disclosed in the Data Room, and no action has been taken to amend or supersede such documents.
- (b) Authorization; Validity of Agreement; Company Action. Yooma has all necessary corporate power and authority to execute and deliver this Agreement and the agreements and other documents to be entered into by it hereunder, to perform its obligations hereunder and thereunder and, subject to obtaining the Yooma Shareholder Approval, to consummate the transactions contemplated hereunder and thereunder. The execution, delivery and performance by Yooma of this Agreement, the Arrangement and the agreements and other documents to be entered into by it hereunder and the consummation by Yooma of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the Yooma Board, and no other corporate proceeding on the part of Yooma is necessary to authorize the execution, delivery and performance by Yooma of this Agreement and the agreements and other documents to be entered into by it hereunder or the consummation of the Arrangement, other than obtaining the approval by the Yooma Board of the Information Circular and the Yooma Shareholder Approval. This Agreement has been duly and validly executed and delivered by Yooma and, assuming due and valid authorization, execution and delivery of this Agreement by GTI, is a valid and binding obligation of Yooma enforceable against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) No Conflict; Required Filings and Consent.
- (i) The execution and delivery by Yooma of this Agreement and the performance by Yooma of its obligations hereunder and the completion of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition)
- (A) violate, conflict with or result in a breach of:
- (1) any provision of the articles, by-laws or other constating documents of Yooma or any of its Subsidiaries;
- (2) any Contract to which Yooma or any of its Subsidiaries is a party or by which Yooma or any of its Subsidiaries is bound; or
- (3) any Law to which Yooma or any of its Subsidiaries is subject or by which Yooma or any of its Subsidiaries is bound;

in each case, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect in respect of Yooma (a “**Yooma Material Adverse Effect**”);

- (B) give rise to any right of termination, allow any Person to exercise any rights, or cause or permit the termination, cancellation, acceleration or other change of any material right or material obligation or the loss of any benefit to which Yooma is entitled, under any Material Contract or Authorization to which Yooma or any of its Subsidiaries is a party, except as would not, individually or in the aggregate, have or reasonably be expected to have a Yooma Material Adverse Effect; or
 - (C) other than the Material Contracts listed in Section (c)(i)(C) of the Yooma Disclosure Letter, give rise to any rights of first refusal or rights of first offer, trigger any change of control provision or any restriction or limitation, or require any consent or other action by any Person under, any Material Contract or Authorization, or result in the imposition of any Lien upon any of Yooma’s assets or the assets of any of its Subsidiaries, except as would not, individually or in the aggregate, have or reasonably be expected to have a Yooma Material Adverse Effect.
- (d) No Filings. Other than compliance with applicable Laws, stock exchange rules and policies, the Interim Order and the Final Order, no Authorization of, or other action by or in respect of, or filing, recording, registering or publication with, or notification to, any Governmental Entity is necessary on the part of Yooma for the consummation by Yooma of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement, except for such Authorizations and filings as to which the failure to obtain or make would not, individually or in the aggregate, have or reasonably be expected to have a Yooma Material Adverse Effect.
- (e) Litigation. Except as it would not reasonably be expected to have a Yooma Material Adverse Effect, as of the date of this Agreement, there are no actions, suits or proceedings in progress, pending or, to the knowledge of Yooma, threatened, or, to the knowledge of Yooma, investigations by Governmental Entities in progress, pending or threatened, in each of the foregoing cases in this Section (e), against Yooma, or any of its property or assets or, to the knowledge of Yooma, any of its current or former directors or officers (in their capacities as such).
- (f) Subsidiaries.
- (i) All of the Subsidiaries of Yooma or Yooma’s interests (whether registered or beneficial) in any Person are set forth in Section (f)(i) of the Yooma Disclosure Letter. The following information with respect to each Subsidiary of Yooma is accurately set out in Section (f)(i) of the Yooma Disclosure Letter: (i) its name; (ii) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of capital stock or other equity interests; and (iii) its jurisdiction of incorporation, organization or formation. Yooma does not otherwise own, directly or indirectly, any capital stock or other equity securities of any Person or have any direct or indirect equity or ownership interest in any business.
 - (ii) Each Subsidiary of Yooma that is a corporation is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and, except

where it has not had and would not, individually or in the aggregate, be reasonably expected to have a Yooma Material Adverse Effect, has the corporate power and authority to own its assets and conduct its business as now owned and conducted. Each Subsidiary of Yooma is duly qualified to carry on business in each jurisdiction in which its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities make such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Yooma Material Adverse Effect.

- (iii) Yooma is, directly or indirectly, the registered and beneficial owner of all of the issued and outstanding securities of each Yooma Subsidiary, free and clear of all Liens (other than Permitted Liens), and all such securities have been duly and validly authorized and issued, are fully paid, and if the Subsidiary is a corporation, are non-assessable. No such securities have been issued in violation of any Law or pre-emptive or similar rights.
- (iv) True and complete copies of the constating documents or equivalent organizational documents of each of the Subsidiaries of Yooma have been disclosed in the Data Room, and no action has been taken to amend or supersede such documents.

(g) Compliance with Laws and Constating Documents.

- (i) Except as would not, individually or in the aggregate, have had or reasonably be expected to have a Yooma Material Adverse Effect, Yooma and its Subsidiaries have complied with all applicable Laws. No notice, charge, claim or action has been received by Yooma or any of its Subsidiaries or has been filed, commenced or, to the knowledge of Yooma, brought, initiated or threatened against Yooma or any of its Subsidiaries alleging any violation of any such Laws.
- (ii) Other than non-compliance or violations which, individually or in the aggregate, have had or would reasonably be expected to have a Yooma Material Adverse Effect, none of Yooma or any of its Subsidiaries is in conflict with, or in default under or in violation of its articles or by-laws or equivalent organizational documents.

(h) Required Vote. The Yooma Shareholder Approval is the only vote or consent of holders of Yooma Shares necessary to authorize this Agreement or to consummate the Arrangement and the other transactions contemplated by this Agreement.

- (i) Authorizations. Except as it has not had and would not, individually or in the aggregate, have a Material Adverse Effect in respect of Yooma, Yooma and its Subsidiaries have obtained all Authorizations necessary for the ownership, operation and use of the assets of Yooma and its Subsidiaries or otherwise in connection with carrying on the business and operations of Yooma and its Subsidiaries in compliance in all respects with all applicable Laws. Except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect in respect of Yooma, (i) such Authorizations are in full force and effect in accordance with their terms; (ii) Yooma and its Subsidiaries, since January 1, 2019, have fully complied with and are in compliance with all Authorizations; (iii) there is no action, investigation or proceeding pending or, to the knowledge of Yooma, threatened, regarding any Authorization; and (iv) none of Yooma or any of its Subsidiaries or, to the knowledge of Yooma, any of their respective officers or directors has received

any notice, whether written or oral, of revocation or non-renewal or material amendments of any such Authorizations, or of any intention of any Person to revoke or refuse to renew or to materially amend any of such Authorizations and all such Authorizations continue to be effective in order for Yooma and its Subsidiaries to continue to conduct their respective businesses as they are currently being conducted. To the knowledge of Yooma, no Person other than Yooma or a Subsidiary thereof owns or has any proprietary, financial or other interest (direct or indirect) in any such Authorizations, except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to Yooma and its Subsidiaries, taken as a whole.

(j) Capitalization.

- (i) The authorized share capital of Yooma consists of an unlimited number of Yooma Shares. As of the close of business on the Business Day prior to the date of this Agreement, there were (A) 33,831,330 Yooma Shares validly issued and outstanding as fully-paid and non-assessable shares of Yooma. All outstanding Yooma Shares have been validly issued, fully paid and nonassessable.
- (ii) There is no indebtedness having general voting rights (or convertible into securities having such rights) ("**Voting Debt**") of Yooma or any of its Subsidiaries issued and outstanding.
- (iii) Except as set forth in Section (j)(iii) of the Yooma Disclosure letter, (A) there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, restricted share awards, restricted share unit awards, agreements, arrangements, understandings or commitments of any kind relating to the issued or unissued capital stock of, or other equity interests in, Yooma or any of its Subsidiaries obligating Yooma or such Subsidiary to issue, transfer, register or sell or cause to be issued, transferred, registered or sold any shares of capital stock or Voting Debt of, or other equity interest in, Yooma or such Subsidiary or securities convertible into or exchangeable for such shares or equity interests or other securities, or obligating Yooma or such Subsidiary to grant, extend or enter into any such option, warrant, call, subscription or other right, restricted share award, restricted stock share award, agreement, arrangement, understanding or commitment; (B) there are no outstanding agreements, arrangements, understandings or commitments of Yooma or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Yooma Shares or such Subsidiary or qualify securities for public distribution in Canada or elsewhere, or with respect to the voting or disposition of any securities of Yooma or any of its Subsidiaries; (C) there are no outstanding agreements or binding commitments of Yooma or any of its Subsidiaries requiring it to provide any amount of funds or to make any investment (in the form of a loan, capital contribution or otherwise) in any Person; and (D) there are no outstanding or authorized share appreciation, phantom share, restricted share units, performance-based awards, profit participation or other similar rights with respect to Yooma or any of its Subsidiaries.
- (iv) Except as set forth in Section (j)(vi) of the Yooma Disclosure Letter, there are no shareholder agreements, voting trusts or other agreements or understandings to which Yooma or any of its Subsidiaries is a party relating to the voting or disposition of any shares of Yooma or any of its Subsidiaries.

- (v) All dividends or distributions on securities of Yooma or any of its Subsidiaries that have been declared or authorized have been paid in full.

(k) Financial Statements.

- (i) The audited consolidated financial statements for Yooma as of and for each of the fiscal years ended on December 31, 2019 and December 31, 2018 (including any notes or schedules thereto, the auditor's report thereon and related management's discussion and analysis) and the interim unaudited consolidated financial statements for Yooma for the nine-month period ended September 30, 2020 (including any notes or schedules thereto and related management's discussion and analysis) have been prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of Yooma and its Subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto), subject to normal year-end adjustments and the absence of notes in the case of any interim financial statements.
- (ii) Except as set forth in the financial statements described in Section (k)(i), there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of Yooma or any of its Subsidiaries with unconsolidated entities or other Persons.
- (iii) The financial books, records and accounts of Yooma and each of its Subsidiaries: (A) have been maintained, in all material respects, in accordance with IFRS, and (B) accurately and fairly reflect the basis for Yooma's financial statements in all material respects.
- (iv) To the knowledge of Yooma, as of the date of this Agreement (A) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Yooma that are reasonably likely to adversely affect the ability of Yooma to record, process, summarize and report financial information; and (B) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Yooma.
- (v) None of Yooma, any of its Subsidiaries or, to the knowledge of Yooma, any director, officer, employee, auditor, accountant or representative of Yooma or any of its Subsidiaries has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Yooma or any of its Subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that Yooma or any of its Subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the Yooma Board.

(l) Undisclosed Liabilities.

- (i) Except for liabilities and obligations (A) reflected or to the extent reserved against on the unaudited consolidated balance sheet of Yooma as of September 30, 2020, (B) incurred in the ordinary course of business

consistent with past practice since September 30, 2020 or (C) that would not, and would not reasonably be expected to have, individually or in the aggregate, a Yooma Material Adverse Effect, neither Yooma or any of its Subsidiaries has incurred any liabilities or obligations of any nature, whether or not accrued, contingent, absolute or otherwise and whether or not required to be disclosed in the liabilities column of a balance sheet prepared in accordance with IFRS.

- (ii) Except as disclosed in Section (l)(ii) of the Yooma Disclosure Letter, as of the date hereof, neither Yooma nor any of its Subsidiaries is a party to any agreement, note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, nor is it party to any material loans 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 with Yooma and its Subsidiaries.

(m) Real Property.

- (i) Neither Yooma nor any of its Subsidiaries owns any real or immovable property.
- (ii) Each lease, sublease, license or occupancy agreement for real or immovable property leased, subleased, licensed or occupied by Yooma or its Subsidiaries (collectively, the “**Yooma Leases**”) is valid, legally binding and enforceable against Yooma or its Subsidiary, as applicable, in accordance with its terms and in full force and effect un-amended by oral or written agreement, true and complete copies of which (including all related amendments, supplements, notices and ancillary agreements) have been provided in the Yooma Data Room, and none of Yooma or any of its Subsidiaries is in material breach of, or default under, any such Yooma Lease, and no event has occurred which, with notice, lapse of time or both, would constitute such a material breach or default by Yooma or any of its Subsidiaries or permit termination, modification or acceleration by any third party thereunder.
- (iii) The performance of obligations pursuant to and in compliance with the terms of this Agreement will not afford any of the parties to the Yooma Leases or any other Person the right to terminate any such Yooma Lease or result in any additional or more onerous obligations under any such Yooma Lease or Yooma losing the benefit thereof.

(n) Environmental Matters. Yooma and each of its Subsidiaries is in compliance in all material respects with all Environmental Laws, and, to the knowledge of Yooma, no material expenditures are or will be required in order to comply with any such Environmental Laws.

(o) Intellectual Property.

- (i) Section (o)(i) of the Yooma Disclosure Letter sets forth a true, complete and correct list, as of the applicable date set out in the Yooma Disclosure Letter, of all pending applications and issued and granted registrations for Intellectual Property material to the business of Yooma and/or its Subsidiaries, in each case that are owned, co-owned or filed by Yooma or

any of its Subsidiaries, with the owner, country(ies) or region, registration and application numbers, as applicable, and applicable dates indicated.

- (ii) Yooma and its Subsidiaries own, or have a valid right to use, all Intellectual Property material to the conduct of its business as it is currently conducted, and to the knowledge of Yooma, the use of Yooma's and its Subsidiaries' Intellectual Property as currently used by Yooma or its Subsidiaries, and the conduct of the business of Yooma or its Subsidiaries as currently conducted does not infringe, misappropriate or otherwise violate the Intellectual Property of any other Person.
 - (iii) (A) No actual claims, before any court or Governmental Entity, are pending or threatened in writing, or, to the knowledge of Yooma, otherwise threatened, against Yooma or any of its Subsidiaries with respect to the ownership, scope (as to patent claims), validity, enforceability, infringement or misappropriation of any Intellectual Property owned by Yooma or any of its Subsidiaries; and (B) to Yooma's knowledge, no actual claims, before any court or Governmental Entity, are pending or threatened in writing, or otherwise threatened, against Yooma or any of its Subsidiaries with respect to the ownership, scope (as to patent claims), validity, enforceability, infringement or misappropriation of any Intellectual Property licenced by Yooma or any of its Subsidiaries.
 - (iv) To the knowledge of Yooma, there is no unauthorized use, disclosure, infringement, misappropriation, or other violation of Yooma's or its Subsidiaries' Intellectual Property by any third party, and no such claims have been asserted or threatened against any third party by Yooma or any of its Subsidiaries.
 - (v) Neither Yooma nor any of its Subsidiaries owns, licences or uses any material third party software. The computer software, computer firmware, computer hardware (whether general purpose or special purpose), electronic data processing, information, record keeping, communications, telecommunications, third party software, networks, peripherals and computer systems, including any outsourced systems and processes, and other similar or related items of automated, computerized and/or software systems that are used or relied on by Yooma or its Subsidiaries are adequate for the operation of its business as currently conducted.
 - (vi) No Intellectual Property owned by Yooma or any of its Subsidiaries and currently utilized and material to its business, as currently conducted, is being used or enforced by Yooma or any of its Subsidiaries in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of any such Intellectual Property.
- (p) Employment Matters.
- (i) Yooma and its Subsidiaries are in compliance in all material respects with all terms and conditions of employment and all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, workers' compensation, human rights, immigration, Tax withholding, labour relations, wage and hour, including pay equity, and there are no current, pending, or to the knowledge of Yooma, threatened proceedings before any court, Governmental Entity, board or tribunal with respect to any of the areas listed herein, except for such

proceedings which individually or in the aggregate would not be reasonably expected to have a Yooma Material Adverse Effect.

- (ii) None of Yooma or any of its Subsidiaries are, or have been, engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of Yooma, threatened against Yooma or any of its Subsidiaries.
- (iii) Yooma has provided or made available to GTI current and complete copies of all employment Contracts to which Yooma or a Subsidiary thereof is a party or otherwise bound. No employee of Yooma or any of its Subsidiaries has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results by Law from the employment of an employee without an agreement as to notice or severance and there are no (A) retention or change of control agreements or any other agreements providing for retention, severance, change of control or termination payments to any director or executive officer or employee of Yooma and its Subsidiaries, or (B) plans, programs, bonus pools or other arrangement that would entitle any Yooma employee to a payment in circumstances involving a change of control of Yooma.
- (iv) Except as provided in this Agreement or in Section (p)(iv) of the Yooma Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (whether alone or in conjunction with any other event, such as a termination of employment) (A) result in any payment (including bonus, golden parachute, retirement, severance, unemployment compensation, or other benefit) becoming due or payable to any of the Yooma employees, (B) increase the compensation or benefits otherwise payable to any Yooma employee, (C) result in the acceleration of the time of payment or vesting of any benefits or entitlements otherwise available to any of the Yooma employees, (D) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in 280G(b)(1) of the Code, or (E) entitle the recipient of any payment or benefit to receive "gross up" payment for any income or other Taxes that might be owed with respect to such payment or benefit payments.
- (v) None of Yooma or any of its Subsidiaries (A) is a party to any collective bargaining agreement with respect to any Yooma employees or any contract with any employee association, or (B) is subject to any application for certification or, to the knowledge of Yooma, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement and no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of Yooma by way of certification, interim certification, voluntary recognition or succession rights. There is no labour strike, dispute, work slowdown or stoppage pending or involving, or to the knowledge of Yooma threatened against Yooma or any of its Subsidiaries and no such event has occurred within the last two (2) years.
- (vi) None of Yooma or any of its Subsidiaries is subject to any current, pending or, to the knowledge of Yooma, threatened claim, complaint or proceeding for wrongful dismissal, constructive dismissal, discrimination or retaliation, or any other tort claim relating to employment or termination of employment of

employees or independent contractors, or under any applicable Law with respect to employment and labour.

(vii) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation and there are no Orders under applicable occupational health and safety Laws relating to Yooma or its Subsidiaries which are currently outstanding.

(q) Absence of Certain Changes or Events. Except as specifically contemplated by this Agreement, since December 31, 2019:

(i) through the date of this Agreement, Yooma and its Subsidiaries have conducted their business in all material respects in the ordinary course of business consistent with past practice;

(ii) Yooma has not suffered a Yooma Material Adverse Effect; and

(iii) there has been no effect, change, development, event or occurrence that would, individually or in the aggregate, reasonably be expected to cause a Yooma Material Adverse Effect.

(r) Taxes.

(i) Each of Yooma and its Subsidiaries has duly and in a timely manner made or prepared all material Tax Returns required to be made or prepared by it, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, and all such Tax Returns were complete and correct in all material respects. Neither Yooma nor any of its Subsidiaries is currently a beneficiary of any extension of time within which to file any Tax Return other than extensions that are automatically granted.

(ii) Yooma and each of its Subsidiaries have paid all material Taxes, including instalments required by applicable Law on account of Taxes for the current year, which are due and payable by it (whether or not assessed by the appropriate Governmental Entity), and Yooma has provided adequate accruals in accordance with IFRS in the most recently published financial statements of Yooma for any Taxes of Yooma and each of its Subsidiaries that have not been paid with respect to the period covered by such financial statements whether or not shown as being due on any Tax Returns. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Yooma Material Adverse Effect, no liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(iii) Each of Yooma and its Subsidiaries has duly and timely withheld all material Taxes required by Law to be withheld by it (including material Taxes required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.

- (iv) Each of Yooma and its Subsidiaries has duly and timely collected all material amounts on account of any material sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial sales taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.
- (v) There are no proceedings, investigations, audits or claims now pending against Yooma or any of its Subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
- (vi) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, Yooma or any of its Subsidiaries.
- (vii) For the purposes of the Tax Act and any other relevant Tax purposes:
 - (A) Yooma has at all times during its existence been resident in Canada and has never been resident in any other country;
 - (B) each of its Subsidiaries has at all times during its existence been resident in the jurisdiction in which it was formed, and has never been resident in any other country; and
 - (C) neither Yooma nor any of its Subsidiaries has, or had, a permanent establishment in a country other than its country of residence.
- (viii) Neither Yooma nor any of its Subsidiaries has ever been a member of an affiliated group of corporations filing a Tax Return on a consolidated, affiliated, unitary, or similar basis, or is party to, or otherwise bound by or subject to, any Tax sharing, allocation, indemnification or similar agreement or arrangement.
- (ix) There are no Liens for Taxes upon any properties or assets of Yooma or any of its Subsidiaries (other than Permitted Liens).
- (x) Yooma, and each of its Subsidiaries are, and have been at all relevant times, in compliance in all material respects with all applicable transfer pricing Laws, and have maintained, in all material respects, required documentation (as required under Section 482 of the Code, paragraphs 247(4)(a) to (c) of the Tax Act, or any similar provision of applicable Tax Law), if any, for all transfer pricing arrangements.
- (xi) Neither Yooma nor any of its Subsidiaries has received any notice or inquiry in writing from any Governmental Entity outside of the country in which Yooma or the Subsidiary, respectively, was formed, to the effect that Yooma or any of its Subsidiaries is subject to net basis taxation or is tax resident or tax domiciled in any country other than the country in which Yooma or the Subsidiary, respectively, was formed.
- (xii) There are no circumstances existing which could result in the application of Section 17, Section 78, Section 79, or Sections 80 to 80.04 or Section 160 of the Tax Act to each of Yooma and its Subsidiaries.

- (s) Books and Records. The corporate records and minute books of Yooma and its material Subsidiaries are currently maintained in accordance with applicable Laws and are complete and accurate in all material respects.
- (t) Assets. The only business operations carried on by Yooma and its Subsidiaries is as has been disclosed to GTI. The assets of Yooma and its Subsidiaries include all rights and property necessary to enable it to conduct such business after the Effective Time substantially in the same manner as it was conducted by Yooma and its Subsidiaries prior to the Effective Time. Each of Yooma and its Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property and assets, free of all Liens, and no other property rights are necessary for the conduct of the business of Yooma and its Subsidiaries as currently conducted, and there is no claim or, to the knowledge of Yooma, any basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights, and neither Yooma nor its Subsidiaries has any responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the property rights thereof. The buildings, structures, vehicles, equipment, technology and communications hardware and other tangible personal property owned or leased by Yooma are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. None of such buildings, structures, vehicles, equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost.
- (u) Suppliers. No supplier (or group of suppliers) that was, is or will be significant to Yooma has, to the knowledge of Yooma, given notice or taken any other action that has given Yooma any reason to believe that such supplier (or group of suppliers) will cease to supply, restrict the amount supplied, or materially adversely change its prices or terms to Yooma of any products or services.
- (v) Insurance. Neither Yooma nor any of its Subsidiaries maintain any material insurance policies as of the date hereof.
- (w) Non-Arm's Length Transactions. Except as set forth in Section (w) of the Yooma Disclosure letter or in respect of employment or compensation agreements entered into in the ordinary course of business, no director, officer, employee or agent of, or independent contractor to, Yooma or any of its Subsidiaries or holder of record or beneficial owner of 10% or more of the Yooma Shares, or associate or affiliate of any such officer, director or beneficial owner, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transactions with Yooma or any of its Subsidiaries.
- (x) Benefit Plans. Yooma does not maintain or contribute to any Benefit Plan.
- (y) Restrictions on Business Activities. There is no Contract or Order binding upon Yooma or any of its Subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any material business practice of Yooma or any of its Subsidiaries or the conduct of business by Yooma or any of its Subsidiaries as currently conducted (including following the transactions contemplated by this Agreement) other than Contracts or Orders which would not, individually or in the aggregate, reasonably be expected to have a Yooma Material Adverse Effect.
- (z) Material Contracts.

- (i) Except as would not, individually or in the aggregate, have or reasonably be expected to have a Yooma Material Adverse Effect, (i) neither Yooma or any of its Subsidiaries nor, to the knowledge of Yooma, any other party, is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Contracts to which Yooma is a Party (each, a “**Yooma Material Contract**”), and, to the knowledge of Yooma, there has not occurred any event that, with the lapse of time or giving of notice or both, would constitute such a default; and (ii) each of the Yooma Material Contracts is a valid and binding obligation of Yooma or one of its Subsidiaries, and, to the knowledge of Yooma, each other party thereto, enforceable against Yooma or such Subsidiary and, to the knowledge of Yooma each other party thereto in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors’ rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
 - (ii) Section (z)(ii) of the Yooma Disclosure Letter sets forth a list as of the date of this Agreement of the Yooma Material Contracts. Yooma has made available to GTI a true, complete and correct copy (including any material amendment, modification, extension or renewal with respect thereto) of each Yooma Material Contract.
- (aa) Corrupt Practices Legislation. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Yooma Material Adverse Effect, (i) Yooma and its Subsidiaries have been and are in full compliance with all applicable anti-corruption Laws, including the United States *Foreign Corrupt Practices Act* and the *Corruption of Foreign Public Officials Act* (Canada) and (ii) neither Yooma or its Subsidiaries nor, to the knowledge of Yooma, any director, officer, agent or employee of Yooma or any of its Subsidiaries has, directly or indirectly, given, made, offered or received or agreed to give, make, offer or receive any payment, gift, contribution, expenditure or other advantage: (A) which would violate any applicable Law; or (B) to or for a Public Official with the intention of: (1) improperly influencing any act or decision of such Public Official; (2) inducing such Public Official to do or omit to do any act in violation of his lawful duty; or (3) securing any improper advantage, in each case in order to obtain or retain business or any business advantage. For the purposes of this Section (cc), “**Public Official**” includes any Person holding, representing or acting on behalf of a Person holding a legislative, administrative or judicial office, and any Person employed by, representing or acting on behalf of a Governmental Entity or enterprise thereof, public international organization, any political party or party official, or any candidate for any political office or any official or employee of any public hospital, agency or health care institution.
- (bb) Brokers. Neither Yooma nor any of its affiliates has employed any broker, finder, investment banker, financial advisor or other person or incurred any liability for any brokerage fees, commissions, finder’s fees, financial advisory fees or other similar fees in connection with the transactions contemplated by this Agreement.
- (cc) No “Collateral Benefit”. To the knowledge of Yooma, no related party of Yooma (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding Yooma Shares, except for related parties who will not receive a “collateral benefit” (within the meaning of such instrument) as a consequence of the transactions contemplated by this Agreement.

(dd) Securities Law Matters.

- (i) Yooma is not a reporting issuer in any province or territory of Canada and none of its securities are listed or quoted for trading on any stock exchange, over-the-counter market or other quotation system.
- (ii) No order prohibiting the sale or ceasing the trading of the securities of Yooma or its Subsidiaries has been issued by any Securities Authority and is continuing in effect, and no proceedings for such purpose is pending or, to the knowledge of Yooma, is contemplated or threatened by any Securities Authority

(ee) Directors and Officers.

- (i) None of the directors or officers of Yooma or any of its Subsidiaries is now, or has ever been, subject to an order or ruling of any Securities Authority or stock exchange prohibiting such individual from acting as a director or officer of a company.
- (ii) None of the directors or officers of Yooma or any of its Subsidiaries is or has been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
- (iii) There has not been, and there is not currently, any material disagreement or other material dispute between Yooma or any of its Subsidiaries, on the one hand, and any director, officer, employee or independent contractor of Yooma or any of its Subsidiaries, on the other hand, which is adversely affecting or would reasonably be expected to have a Yooma Material Adverse Effect.

(ff) Full Disclosure. Yooma has made available to GTI all information concerning Yooma, its Subsidiaries and their respective businesses through information disclosed to GTI or in the Yooma Disclosure Letter, and all such information as made available to GTI is accurate, true and correct in all material respects. None of the foregoing representations and warranties, and no document furnished by or on behalf of Yooma to GTI in connection with the negotiation of the transactions contemplated by this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary to make any such statement or representation not misleading.

**SCHEDULE D
FORM OF VOTING SUPPORT AGREEMENT**

See attached.

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of December 16, 2020

AMONG:

The person executing this Agreement as “the Shareholder” (the “**Shareholder**”)

- and -

GLOBALIVE TECHNOLOGY INC., a corporation existing under the laws of Ontario (“**GTI**”)

- and -

YOOMA CORP., a corporation existing under the laws of Ontario (“**Yooma**”, or together with GTI, the “**Transacting Parties**”)

RECITALS:

WHEREAS, in connection with an arrangement agreement between the Transacting Parties dated the date hereof (as may be amended, modified or supplemented from time to time in accordance with its terms, the “**Arrangement Agreement**”), a copy of which has been provided to the Shareholder, the Transacting Parties propose to consummate a statutory plan of arrangement (the “**Arrangement**”) under the provisions of the *Business Corporations Act* (Ontario), subject to the terms and conditions set forth in the Arrangement Agreement;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of, or exercises control or direction over, the Subject Securities (as defined below) listed in Schedule A;

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

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties (as defined below) agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

“**affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “**control**” and any derivation thereof means the

holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

“**Agreement**” means this voting support agreement, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Arrangement**” has the meaning ascribed thereto in the recitals hereof;

“**Arrangement Agreement**” has the meaning ascribed thereto in the recitals hereof;

“**Common Shares**” means common shares or shares of common stock in the capital of any of the Transacting Parties, as applicable;

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

“**Notice**” has the meaning ascribed thereto in Section 4.8;

“**Parties**” means the Shareholder, GTI and Yooma and “**Party**” means any one of them; and

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

1.2 Gender and Number

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

1.3 Headings

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

1.4 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Eastern Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Eastern Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted

to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

1.5 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.6 Incorporation of Schedules

Schedule A, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to the Transacting Parties (and acknowledges that the each of the Transacting Parties is relying on its representations and warranties contained in this Agreement in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

- (a) The Shareholder, if not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.
- (b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) Other than the Subject Securities, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional or other securities, or any securities convertible or exchangeable into any additional or other securities, of any of the Transacting Parties or any of their respective affiliates.
- (d) The Shareholder is, and immediately prior to the Effective Time will be, the sole beneficial owner of, or exercises control or direction over, the Subject Securities, with good and marketable title thereto, free and clear of all Encumbrances.
- (e) The Shareholder has, and immediately prior to the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will continue to have control or direction over, and the sole right to sell and vote or direct the sale and voting of the Subject Securities set forth in Schedule A.

- (f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (i) None of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Transacting Parties' securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) as applicable, any constating document of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Authority; or (iv) any Law.

2.2 Representations and Warranties of the Transaction Parties

Each of the Transaction Parties, severally and not jointly, represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on its representations and warranties contained in this Agreement in completing the transactions contemplated hereby) the matters set out below:

- (a) It is a corporation incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding agreement of it, enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

- (b) None of the execution and delivery by it of this Agreement or the compliance by it with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of it; (ii) any contract to which it is a party or by which it is bound; (iii) any judgment, decree, order or award of any Governmental Authority; or (iv) any Law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by it in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by it of the Arrangement, other than those which are contemplated by the Arrangement Agreement.
- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of it, threatened against or affecting it or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on its' ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder

- (a) The Shareholder hereby covenants with the Transacting Parties that from the date of this Agreement until the termination of this Agreement in accordance with its terms as set forth in Section 4.1 (the "**Expiry Time**"), the Shareholder will not:
 - (i) without having first obtained the prior written consent of each of the Transacting Parties, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or to one or more corporations directly or indirectly wholly-owned by the Shareholder without affecting beneficial ownership or control or direction over the Subject Securities;
 - (ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Securities; or
 - (iii) requisition or join in the requisition of any meeting of any of the securityholders of any of the Transacting Parties for the purpose of considering any resolution which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful and timely completion of the Arrangement.

- (b) The Shareholder hereby covenants, undertakes and agrees at any time until the Expiry Time to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Securities listed opposite its name on Schedule A:
- (i) at any meeting of any of the securityholders of any of the Transacting Parties at which the Shareholder or any beneficial owner of the Subject Securities is entitled to vote, including at any of the Shareholder Meetings, as applicable; and
 - (ii) in any action by written consent of the securityholders of any of the Transacting Parties,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (including the Plan of Arrangement) and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement (including under the Plan of Arrangement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit and to cause any beneficial owners of Subject Securities eligible to be voted to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities eligible to be voted as soon as practicable following the mailing of the Information Circular and in any event at least five (5) Business Days prior to the applicable Shareholder Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Securities eligible to be voted in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (including the Plan of Arrangement) and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement (including under the Plan of Arrangement). The Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, revoke, change, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Shareholder will provide copies of each such proxy or voting instruction form referred to above to each of the Transacting Parties at their respective addresses below concurrently with its delivery as provided for above.

- (c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.
- (d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Securities

against any proposed action by any shareholder or other Person (or group of Persons, including any Transacting Party or its affiliates): (i) in respect of any Acquisition Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving a Transacting Party or any Subsidiary of such Transacting Party, other than the Arrangement and the Spin-Out and Reorganization Transactions; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful and timely completion of the Arrangement, including without limitation any amendment to the articles or by-laws of a Transacting Party or any of its Subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would reasonably be expected to lead to or result in a breach of any representation, warranty, covenant or other obligation of such Transacting Party under the Arrangement Agreement if such action, agreement or breach requires securityholder approval.

- (e) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, trustee, representative or agent or otherwise:
 - (i) solicit proxies or become a participant in a solicitation in opposition to the Arrangement;
 - (ii) act jointly or in concert with any other Person (or group of Persons) with respect to voting securities of any Transacting Party for the purpose of opposing the Arrangement; or
 - (iii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person (or group of Persons) to do or seek to do any of the foregoing.
- (f) The Shareholder will not, and the Shareholder will ensure that no beneficial owner of Subject Securities will, exercise or seek to exercise any dissent rights in respect of the Arrangement.
- (g) The Shareholder hereby consents to:
 - (i) details of this Agreement being set out in any press release, information circular, including the Information Circular, and court documents produced by the Transacting Parties in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.
- (h) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of each of the Transacting Parties and shall provide each of the

Transacting Parties with reasonable advanced notice of and opportunity to comment on such draft documentation and shall accept all reasonable comments of each of them.

ARTICLE 4 GENERAL

4.1 Termination

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

- (a) the mutual agreement in writing of the Parties;
- (b) written notice by the Shareholder to each of the Transacting Parties if:
 - (i) any representation or warranty of a Transacting Party under this Agreement is untrue or incorrect in any material respect;
 - (ii) without the prior written consent of the Shareholder, the Arrangement Agreement is amended in a manner that is materially adverse to the Shareholder; or
 - (iii) any Transacting Party has not complied in any material respect with any of its covenants contained herein,

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

- (c) joint written notice by the Transacting Parties to the Shareholder if:
 - (i) any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or
 - (ii) the Shareholder has not complied in any material respect with its covenants contained herein;

provided that at the time of such termination, no Transacting Party has breached this Agreement in any material respect or is in material default in the performance of its obligations under this Agreement;

- (d) the Arrangement Agreement has been terminated in accordance with its terms; and
- (e) the consummation of the Arrangement.

For greater certainty, the representations and warranties set forth in this Agreement shall not survive the termination of this Agreement.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Effect of Termination

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

4.4 Equitable Relief

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

4.5 Fiduciary Duty

If the Shareholder or any securityholder, director or officer (or equivalent) of the Shareholder or any of its affiliates is also an officer or a director of any Transacting Party, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of such Transacting Party or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement. Each of the Transacting Parties further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as securityholder.

4.6 Waiver; Amendment

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

4.7 Entire Agreement

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

4.8 Notices

Any notice, direction or other communication given pursuant to this Agreement (each a “**Notice**”) must be in writing, sent by hand delivery, courier, facsimile or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:30 p.m. (Eastern Time), and otherwise on the next Business Day; or (ii) if sent by facsimile (with facsimile machine confirmation of transmission) or email (where the sender receives an email from the recipient acknowledging receipt, provided a “read receipt” does not constitute acknowledgment of an email) on the date of transmission if it is a Business Day and transmission was made prior to 4:30 p.m. (Eastern Time) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

(a) if to GTI:

Globalive Technology Inc.
48 Yonge Street, Suite 1200
Toronto, Ontario
M5E 1G6

Attention: Anthony Lacavera, Chief Executive Officer
Tel: [REDACTED]
Email: [REDACTED]

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

Borden Ladner Gervais LLP
Bay Adelaide Centre
22 Adelaide St. W, Suite 3400
Toronto, Ontario
M5H 4E3

Attention: Jason Saltzman
Tel: 416-367-6196
Email: JSaltzman@blg.com

(b) if to Yooma:

Yooma Corp.
135 Yorkville Avenue, Suite 900
Toronto, Ontario
M5R 0C7

Attention: Jordan Greenberg, Chief Financial Officer
Tel: [REDACTED]
Email: [REDACTED]

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Donald Belovich
Email: DBelovich@stikeman.com

- (c) if to the Shareholder, at the address set forth in Schedule A,

Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

4.9 Severability

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

4.10 Successors and Assigns

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

4.11 Expenses

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

4.12 Independent Legal Advice

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.13 Further Assurances

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

4.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

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

IN WITNESS OF WHICH the Parties have executed this Agreement.

GLOBALIVE TECHNOLOGY INC.

By:

Name:

Title:

YOOMA CORP.

By:

Name:

Title:

SHAREHOLDER:

Accepted and agreed to with effect from the _____ day of _____, 2020.

[NAME OF SHAREHOLDER]

By:

Name:

Title:

SCHEDULE A

Name of Registered Shareholder	Name of Issuer	Number of Common Shares	Number and Description of Securities Convertible into Common Shares

Address for Notice:

Address:

Telephone:

Email:

Facsimile: