
MERGER AGREEMENT

Made as of March 19, 2021

BETWEEN

YOOMA WELLNESS INC.

and

SOCATI CORP.

and

YOOMA ACQUISITION INC.

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MERGER AGREEMENT

This Agreement (the "**Agreement**") is made as of March 19, 2021 between

YOOMA WELLNESS INC., a corporation incorporated under the laws of the Province of Ontario
("**Yooma**")

and

SOCATI CORP., a corporation incorporated under the laws of the State of Delaware
("**Socati**")

and

YOOMA ACQUISITION INC. a corporation incorporated under the laws of the State of Delaware
("**Subco**")

(together with Yooma and Socati, the "**Parties**" and each a "**Party**")

WHEREAS:

- A. Yooma is a publicly-listed Canadian company that operates a business involving the marketing, distribution and sale of wellness products with a particular focus on markets in Asia.
- B. Subco is a newly incorporated, wholly-owned subsidiary of Yooma.
- C. It is intended that, on the terms and conditions set forth herein and conditional on obtaining any necessary approvals, Subco will be merged into and with Socati and their separate corporate existences shall cease, with Socati continuing on as the surviving entity (collectively, the "**Transaction**").
- D. The Parties have entered into this Agreement to provide for the matters referred to above and other matters related thereto.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the following meanings, and grammatical variations of those terms will have corresponding meanings:

“Accredited Investor” means an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“Agreement”, “hereof”, “herein”, “hereunder” and similar expressions mean this agreement, including the recitals and Schedules hereto and includes any amendment or agreement or instrument supplementary or ancillary hereto;

“Ancillary Agreements” means, collectively, all other agreements, certificates and instruments delivered or given pursuant to this 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;

“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 any employee share plans of such Party);

“Blue Marble Agreement” means the asset purchase agreement between Socati, Socati Montana LLC, the Blue Marble Shareholders and the other parties thereto dated April 26, 2019, pursuant to which the Blue Marble Shareholders are entitled to receive 6,250,000 Socati Shares at the moment immediately prior to the Effective Time, subject to the terms and conditions set out therein;

“Blue Marble Shareholders” means Blue Marble Energy Corporation and Hidden Lake LLC or their permitted transferees;

“Business Day” means a day which is not a Saturday, Sunday or a statutory holiday in Toronto, Ontario;

“Canadian Securities Laws” means the *Securities Act* (Ontario), 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;

“**CDS**” has the meaning ascribed to such term in Section 2.3;

“**Certificate of Merger**” has the meaning ascribed to such term in Section 2.2(b);

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

“**Confidential Information**” means in relation to a Party (the “**Discloser**”):

- (a) all information, in whatever form communicated or maintained, that the Discloser discloses to, or that is gathered by inspection by, a Party (the “**Recipient**”) or any of the Recipient’s Representatives in the course of the Recipient’s review of the Merger or the other transactions contemplated herein, whether provided before or after the date of this Agreement, that contains or otherwise reflects information concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities;
- (b) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information, regardless of the identity of the Person preparing the same; and
- (c) any matter relating to this Agreement or its terms;

but does not include any information that:

- (d) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient’s Representatives in breach of this Agreement;
- (e) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives, if such source is not prohibited from disclosing the information to the Recipient by a contractual, fiduciary or other legal confidentiality obligation to the Discloser; or
- (f) was known by the Recipient prior to disclosure in connection with the Merger or the other transactions contemplated herein and was not subject to any contractual, fiduciary or other legal confidentiality obligation on the part of the Recipient;

“**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;

“**COVID-19**” means the COVID-19 novel coronavirus disease;

“**Crown**” means Her Majesty in right of Canada or any province or territory of Canada;

“**Data Room**” means, as the context requires, the virtual data room of Socati and of Yooma, the index of documents of which is appended to the Parties’ respective Disclosure Letters;

“**DGCL**” means the General Corporation Law of the State of Delaware;

“Discloser” has the meaning ascribed to the term in the definition of Confidential Information;

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

“Effective Date” means March 19, 2021 or such other date as the Parties may agree in writing;

“Effective Time” means the date and time set forth in the Certificate of Merger issued in respect of the Merger;

“Environmental Laws” means any federal, state, regional or local law, statute, rule, code, regulation, ordinance, or judicial or administrative decision, common law doctrine, requirement, environmental permit, or order relating to (a) manufacture, transport, use, handling, labeling, treatment, storage, recycling, disposal, Release or threatened Release, or remediation or removal of, or exposure to or injury caused by, Hazardous Substances, (b) the protection of human health or safety, protection of the environment, conservation or land use (including with respect to air, surface or subsurface land and waters, cultural resources and natural resources) or (c) the prevention of pollution or the remediation of contamination;

“Escrow Agent” means Odyssey Trust Company, or any duly appointed successor or assignee under the Escrow Agreement;

“Escrow Agreement” means an escrow agreement between Yooma, the Shareholder Representative and the Escrow Agent to be entered into at the Effective Time concerning the escrow and release of the Indemnity Shares and the other Yooma Shares placed into escrow under Section 4.1;

“Exchange” means the Canadian Securities Exchange;

“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 the 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;

“Hazardous Substances” means (a) petroleum or petroleum products, radioactive materials, radon, urea formaldehyde, or polychlorinated biphenyls (“PCBs”) or PCB-containing materials or fluids, (b) any chemical, material, waste, or substance defined, listed, classified or described under any Environmental Law or by any Governmental Entity as radioactive, toxic, hazardous, acutely hazardous, noxious, a contaminant, a hazardous or toxic pollutant or otherwise a danger or threat to health or the environment, including under any Environmental Law, all substances listed as hazardous substances pursuant to the *Comprehensive Environmental Response, Compensation, and Liability Act of 1980*, as amended, or defined as a hazardous waste pursuant to the federal *Resource Conservation and Recovery Act of 1976*, as amended, (c) any asbestos or any material which contains any hydrated mineral silicate, including chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable and (d) any chemical, materials, waste or substance, whether by its nature or use, which is in any way regulated by any Governmental Entity or under any Environmental Law or with respect to which any Environmental Laws or Governmental Entity requires environmental investigation, monitoring or remediation;

“**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;

“**Indemnity Shares**” has the meaning ascribed to the term in Section 7.4;

“**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;

“**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 Change**” or “**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 Merger and the other transactions contemplated by this Agreement; except that 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 or any variants thereof;
- (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 each of the other Parties (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 Yooma Disclosure Letter and the Socati Disclosure Letter, respectively;

“Merger” has the meaning ascribed thereto in Section 2.2;

“MI 61-106” 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*;

“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 22, 2021, or such later date as the Parties may agree in writing;

“Parties” means Yooma, Socati and Subco, and **“Party”** means any one of them;

“PCBs” has the meaning ascribed to the term in the definition of Hazardous Substances;

“Per Share Exchange Consideration” means (i) the Socati Valuation, divided by (ii) the number of Socati Shares issued and outstanding immediately prior to the Effective Time, including any Socati Shares issuable, convertible or exchangeable upon completion of a Socati Conversion Event deemed to be completed immediately prior to the Effective Time but excluding, for greater certainty, the Yooma Shares issuable under the Socati Settlements, divided by (iii) the Yooma Share Price;

“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 (l)(ii) of the Party's respective Disclosure Letter;

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, 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;

"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;

"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;

"Recipient" has the meaning ascribed to the term in the definition of Confidential Information;

"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 Merger as set forth in such Party’s Disclosure Letter;

“Securities Act” means the *Securities Act* (Ontario), as now in effect and as it may be amended from time to time prior to the Effective Date;

“Securities Authorities” means the Ontario Securities Commission and the applicable securities regulator or authority in each of the other provinces and territories of Canada, collectively;

“Securities Laws” means the Canadian Securities Laws and the U.S. Securities Laws;

“Shareholder Representative” means Joshua Epstein;

“Socati Board” means the board of directors of Socati as the same may be constituted from time to time;

“Socati Concurrent Financing” means the convertible note financing of Socati completed on or about March 15, 2021, pursuant to which Socati has issued notes that are convertible into Socati Shares in consideration for not less than \$3,000,000 in aggregate proceeds;

“Socati Conversion Event” means any debt or equity security, option, warrant, contractual right or other document, instrument or agreement of Socati that is convertible, exercisable or exchangeable for Socati Shares, or that would or could require Socati or any of its Subsidiaries to issue securities between the date of this Agreement and the Effective Time, including for greater certainty the Socati Convertible Notes, the Socati Employee Equity Entitlements and the Blue Marble Agreement, but excluding the Socati Options and the Socati Settlements;

“Socati Converted Shareholders” means the Socati Shareholders, together with any person who receives or is deemed, for the purposes of this Agreement, to receive Socati Shares upon completion of a Socati Conversion Event on or prior to the Effective Time;

“Socati Convertible Notes” means the convertible notes issued by Socati in the Socati Concurrent Financing;

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

“Socati Employee Equity Entitlements” means the entitlement of certain employees of Socati to receive Socati Shares pursuant to their employment agreements with Socati, as described in Section (j)(vi) of the Socati Disclosure Letter, which entitlement shall vest and be settled for Socati Shares at the moment immediately prior to the Effective Time;

“Socati Financial Statements” means the audited financial statements of Socati for the years ended December 31, 2018, 2019, and the unaudited financial statements of Socati for the year ended December 31, 2020;

“Socati Option Plan” means the Socati equity incentive plan(s) under which the Socati Options were issued;

“Socati Options” means all stock options exercisable to acquire Socati Shares outstanding immediately prior to the Effective Date;

“Socati Parties” means, collectively and taken as a whole, Socati and each of its subsidiaries, including without limitation Asbury LLC, Socati Technologies-Oregon, LLC, 5840 EXPY MGR LLC, 5840 EXPY BLDG LLC, Socati Agriscience, LLC, Socati Talent, LLC, Socati Montana LLC and Socati Technologies LLC, and **“Socati Party”** means either of them;

“Socati Payables” means the outstanding liabilities or obligations of Socati to each of the creditors identified in Section (l)(i) of the Socati Disclosure Letter;

“Socati Settlements” means the settlement agreements entered into between Socati and each of the creditors identified in Section (j)(vii) of the Socati Disclosure Letter, which provide for the issuance of Yooma Shares immediately after the Effective Time;

“Socati Shareholder” means a holder of Socati Shares;

“Socati Shares” means shares of the common stock of Socati;

“Socati Stockholder Agreement” means the stockholder agreement in respect of Socati dated August 30, 2018, as amended from time to time;

“Socati Valuation” means \$24,004,635, converted to Canadian dollars at an exchange rate of US\$1.00 to CAD\$1.25;

“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;

“Subco Board” means the board of directors of Subco;

“Subco Shareholder” means a holder of Subco Shares;

“Subco Shares” means shares in the common stock of Subco;

“Subscription Documents” means a shareholder representation letter, an accredited investor certificate and the applicable US Tax forms, in form and substance satisfactory to the Parties, each acting reasonably, to be executed and delivered by each party entitled to receive Yooma Shares under this Agreement;

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

“Surviving Entity” means the surviving entity of the Merger of Socati and Subco;

“Tax” or **“Taxes”** means: (i) any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and those levied on, or measured by, or referred to as, income, gross receipts, profits, 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 duties, all license, franchise and registration fees and all employment insurance, health insurance government pension plan premiums or contributions;

“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;

“Transaction” has the meaning ascribed thereto in the Recitals to this Agreement;

“U.S. Person” means a “U.S. person” as such term is defined in Regulation S promulgated under the U.S. Securities Act;

“U.S. Securities Act” means the *Securities Act, 1933* (United States) as now in effect and as it may be amended from time to time prior to the Effective Date;

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

“United States”, **“US”** or **“U.S.”** means the United States of America;

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

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

“Yooma Equity Plan” means the equity incentive plan of Yooma adopted on January 29, 2021;

“Yooma Option” means options exercisable for Yooma Shares issued under the Yooma Equity Plan;

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

“Yooma RSU” means restricted share units issued under the Yooma Equity Plan;

“Yooma Share Price” means CAD\$1.34; and

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

1.2 Interpretation not Affected by Headings, Etc.

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an “**Article**” or “**Section**” followed by a number and/or a letter refer to the specified Article or Section of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**” and “**hereunder**” and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. The word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope. The word “or” is not exclusive.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words used herein importing the singular include the plural and *vice versa* and words importing gender include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto 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 Currency

Unless otherwise stated, all currency amounts in this Agreement are expressed in lawful money of the United States.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after having made due and reasonable inquiry.

1.7 Statutory References

Any reference in this Agreement to a statute includes all rules and regulations made thereunder, all amendments to that statute or the rules and regulations made thereunder in force from time to time, and any statute or rule or regulation that supplements or supersedes that statute or the rules or regulations made thereunder.

1.8 Entire Agreement

This Agreement and the Ancillary Agreements constitute the entire agreement between the Parties hereto pertaining to the terms of the Merger and ancillary arrangements and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto with respect to the terms of the Merger and such arrangements.

1.9 Deemed Actions

Where this Agreement contemplates a notice, consent or authorization being given or received by Subco, such notice, consent or authorization shall be deemed to have been given or received (as the case may be) by Subco if the same notice, consent or authorization is given or received (as the case may be) by Yooma, whether on its own behalf or on behalf of Subco.

1.10 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 hereunder in respect of any Party shall be made in a manner consistent with IFRS as historically applied by such Party.

1.11 Disclosure Letters

The Disclosure Letters form an integral part of this Agreement for all purposes hereof. The Disclosure Letters themselves and all information contained therein, are Confidential Information and subject to the confidentiality agreements between the Socati and Yooma.

1.12 Schedules

The following are the Schedules to this Agreement, which form an integral part hereof:

- Schedule "A" - Representations & Warranties
- Schedule "B" - Disclosure Letters

ARTICLE 2 MERGER OF SOCATI AND SUBCO

2.1 Agreement to Merge

Upon the terms and subject to the conditions contained in this Agreement, the Parties hereby agree that Subco shall merge with and into Socati at the Effective Time on the Effective Date and Socati shall be the surviving corporation of the merger (the "**Merger**").

2.2 Merger of Socati and Subco

On the Effective Date, subject to the terms and conditions of this Agreement, the following shall take place sequentially:

- (a) The Socati Conversion Events shall be completed or deemed to be completed in accordance with their terms and, for greater certainty, any Socati Shares issuable thereunder shall be deemed to be issued for the purpose of calculating each person's entitlement to receive any Yooma Shares under this Agreement;
- (b) The Parties shall arrange to file a certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware to implement the Merger with the effects and consequences as set forth in Section 2.3 and the DGCL, as applicable;

- (c) Yooma will subscribe for 1,000 shares of the common stock of the Surviving Entity (the “**Subscribed Shares**”) for a subscription price of \$25,000,000 (the “**Subscription Price**”); and
- (d) The Surviving Entity will direct Yooma to satisfy the Subscription Price by (i) issuing Yooma Shares at the Yooma Share Price, with an aggregate value equal to the Socati Valuation, to the Socati Converted Shareholders or to the Escrow Agent as provided for in Section 4.1; and (ii) issuing Yooma Shares at the Yooma Share Price, with an aggregate value equal to \$995,365.25, to the Escrow Agent to be released to the parties entitled to receive Yooma Shares under the Socati Settlements, subject to receipt of duly executed Subscription Documentation from such parties.

2.3 Effect of Merger

At the Effective Time by virtue of the Merger and without any action on the part of the Yooma, Subco and Socati, or any holder of Yooma Shares:

- (a) Vesting: All of the rights, privileges and powers of Socati, and all property, real, personal and mixed, and all debts due to Socati, shall continue to be vested in Socati, as the Surviving Entity, and the title to any real property vested by deed or otherwise, in Socati shall not be in any way impaired; but all rights of creditors and all liens upon any property of Socati shall be preserved unimpaired, and all debts, liabilities and duties of Socati shall continue.
- (b) Name: The name of the Surviving Entity shall continue to be “Socati Corp.”
- (c) Registered Office: The registered office of Socati, shall continue be the registered office of the Surviving Entity.
- (d) Organizational Documents: The by-laws of Socati shall continue to be the by-laws of the Surviving Entity until amended or altered. The certificate of incorporation of Socati, as amended by the Certificate of Merger, shall remain the certificate of incorporation of the Surviving Entity.
- (e) Directors and Officers: The directors and officers of Socati immediately prior to the Effective Time will remain the directors and officers of the Surviving Entity and will hold office until the earlier of their respective death, resignation or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Entity or as otherwise provided in the DGCL.
- (f) Authorized Capital: The authorized capital of the Surviving Entity immediately after the Effective Time shall be 5000, with a par value of \$.0001 each, all of which shall be common stock.
- (g) Exchange of Securities:
 - (i) Each Socati Share issued and outstanding (or deemed to be issued and outstanding) immediately prior to the Effective Time shall be cancelled and its holder shall receive in exchange therefor a right to receive a number of Yooma

Shares equal to the Per Share Exchange Consideration, subject to delivery of duly executed Subscription Documents as required by Section 4.1;

- (ii) Each Subco Share issued and outstanding immediately prior to the Effective Time shall be cancelled and its holder shall receive \$1.00 in exchange therefor; and
- (iii) No fractional Yooma Shares will be issued under Section 2.3(g)(i). Any fractional Yooma Share that would be issued to a person, after aggregating all of the Yooma Shares that said person is entitled to receive under this Agreement, with the first decimal place being less than five shall be cancelled without payment of any consideration, and any such fractional share with the first decimal place being greater than or equal to five shall be rounded up to one whole Yooma Share.

2.4 Share Certificates

At the Effective Time:

- (a) the original stock certificate of Subco registered in the name of Yooma shall be cancelled and Yooma shall be issued a stock certificate for the Subscribed Shares;
- (b) certificates or other evidence representing the Socati Shares shall cease to represent any claim upon or interest in Socati other than the right of the holder to receive, pursuant to the terms hereof, Yooma Shares in accordance with Section 2.3(g)(i); and
- (c) upon the delivery and surrender by the holder thereof to Yooma of certificates representing the Socati Shares, which have been converted into the right to receive Yooma Shares in accordance with the provisions of Section 2.3(g)(i), together with duly executed Subscription Documents from the registered holder of such certificates or other evidence of ownership of Socati Shares, Yooma shall deliver to each such holder certificates representing the number of Yooma Shares to which such holder is entitled, provided that the same may be either in certificated or uncertificated form registered in the name of CDS Clearing and Depository Services Inc. (“**CDS**”) or its nominee and held by, or on behalf of, CDS, as depository for the participants of CDS; provided, further, that notwithstanding anything to the contrary contained herein, all Yooma Shares issued to former holders of Socati Shares in the United States or otherwise holding Socati Shares that bear a legend describing transfer restrictions imposed by the U.S. Securities Act shall bear a U.S. Securities Act legend.

2.5 Restrictions on Securities

The Parties acknowledge and agree that the Yooma Shares to be issued to the Socati Shareholders pursuant to this Agreement will be subject to compliance with applicable Securities Laws. The issuance of the Yooma Shares to persons in the United States in connection with the Merger shall be conditional on the availability of an exemption from the registration requirements of the U.S. Securities Act, and such shares shall be “restricted securities” as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and shall bear a legend to that effect. In addition, the Yooma Shares to be issued to the Socati Converted Shareholders will be subject to escrow arrangements including the greater of (i) an eighteen (18) month escrow period, with the Yooma Shares releasing from escrow in tranches of one-

third (1/3) after 6 months, one-third (1/3) after 12 months and one-third (1/3) after 18 months; or (ii) such other escrow arrangements or resale restrictions as are required by applicable Securities Laws and the policies of the Exchange.

2.6 Announcements

No Party shall: (a) issue any press release or otherwise make public announcements with respect to this Agreement, the Transaction or the transactions contemplated hereby without the consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed); or (b) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Law or requirement of any Governmental Entity having jurisdiction provided that the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.7 Yooma Guarantee

Yooma hereby unconditionally and irrevocably guarantees the due and punctual performance by Subco of each and every covenant and obligation of Subco arising under this Agreement. Yooma hereby agrees that Socati shall not have to proceed first against Subco before exercising its rights under this guarantee against Yooma.

2.8 Dissenting Shares

For purposes of this Agreement, "**Dissenting Shares**" means Socati Shares held as of the Effective Time by a Socati Shareholder who has not voted such Socati Shares in favor of the adoption of this Agreement and the Merger. Under Section 262 of the DGCL, such shareholders have the right to demand an appraisal of its shares. Socati represents and warrants to Yooma that, pursuant to Section 3.1 of the Socati Stockholder Agreement, each Socati Shareholder has forfeited his, her or its right to dissent from the Merger and demand an appraisal of Dissenting Shares, and thus as of the Effective Time, any Dissenting Shares shall be converted into and represent the right to receive the Yooma Shares issuable in respect of Socati Shares pursuant to Section 2.3 and the other terms and conditions of this Agreement.

2.9 US Tax Treatment

For U.S. federal income tax purposes, this Agreement is intended to constitute, and the Parties hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Each Party agrees that, for U.S. federal income tax purposes, (a) it shall treat the Merger as a tax-free reorganization within the meaning of Section 368(a) of the Code; (b) that it shall report the Merger as a "reorganization" within the meaning of Section 368(a) of the Code and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) Socati, Yooma and Subco are "parties to a reorganization" within the meaning of Section 368(b) of the Code; (d) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Merger; and (e) it shall otherwise use its best efforts to cause the Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. No Party shall take any action, fail to take any action, cause any action to be taken or cause any action to be taken or cause any action to fail

to be taken that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code. Each Party hereto agrees to act in good faith, consistent with the intent of the Parties and the intended U.S. federal income tax treatment of the Merger as set forth in this Section 2.9. Notwithstanding the foregoing, no Party makes any representation, warranty or covenant to any other party or to any Socati Shareholder or other holder of Socati securities (including, without limitation, stock options, warrants, subscription receipts, debt instruments or other similar rights or instruments) that the Merger will each qualify as a tax-free reorganization within the meaning of Section 354(a) of the Code.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Socati

- (a) Socati represents and warrants to Yooma as set forth in Schedule A-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 Socati contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated on the earlier of the twelve (12) month anniversary of the Effective Date or, if the Merger is not completed, on 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 Socati as set forth in Schedule A-2, and acknowledges and agrees that Socati 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 survive the execution and delivery of this Agreement and shall expire and be terminated on the earlier of the twelve (12) month anniversary of the Effective Date or, if the Merger is not completed, on the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 ESCROW ARRANGEMENTS

4.1 Securities Law Matters & Escrow Arrangements

If Yooma has not received Subscription Documents from a person that is otherwise entitled to receive Yooma Shares under this Agreement, or is not satisfied, in Yooma’s sole discretion, that the issuance of Yooma Shares to such person is exempt from, or not subject to, the registration requirements of the U.S. Securities Act, then at the Effective Time, Yooma shall issue such Yooma Shares to the Escrow Agent to be held in escrow pending the receipt by Yooma of such Subscription Documents or other satisfactory evidence. Upon receipt of executed Subscription Documents or other satisfactory evidence in respect of Yooma Shares held in escrow under this Section 4.1, Yooma shall direct the Escrow Agent to release such Yooma Shares to such person (less any Yooma Shares that are subject to additional escrow requirements pursuant to Article 7) as soon as reasonably practicable, provided that

Yooma shall not be obligated to issue such directions to the Escrow Agent more frequently than once per quarter. If on the sixth anniversary of the Effective Date any Yooma Shares remain in escrow under this Section 4.1, Yooma shall direct the Escrow Agent to release such Yooma Shares back to Yooma for cancellation and Yooma shall have no further obligation to issue any Yooma Shares to the Socati Converted Shareholders who have not yet submitted their Subscription Documents.

4.2 Rights of Shares in Escrow

While any Yooma Shares are held in escrow under the Escrow Agreement, those Yooma Shares shall be registered in the name of the Escrow Agent. No person shall have any right to exercise voting rights in respect of such Yooma Shares, or to receive any dividend or distribution in respect of such Yooma Shares. In the event that any dividend or distribution is declared or paid on any shares held in escrow under the Escrow Agreement, the Escrow Agent will be instructed to hold such amounts in escrow to be released to the person entitled to receive the underlying Yooma Shares when they are released from escrow.

ARTICLE 5 CONDITIONS AND CLOSING DELIVERABLES

5.1 Mutual Conditions Precedent

The respective obligations of each of Socati, Yooma and Subco to complete the Merger and any ancillary or related transactions contemplated by this Agreement will be subject to the fulfillment, or mutual waiver in writing by each of Yooma and Socati, of each of the following conditions on or before the Effective Time:

- (a) 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 Merger illegal or otherwise preventing or prohibiting consummation of the Merger.
- (b) 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 Merger, 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 Merger; or
 - (ii) materially delay the consummation of the Merger, or if the Merger is consummated, result in a Material Adverse Effect.
- (c) Certificate of Merger. The Certificate of Merger to be filed with the Secretary of State of the State of Delaware to implement the Merger shall be in form and substance satisfactory to each of the Parties, each acting reasonably.
- (d) Exchange Approval. Yooma shall continue to be listed on the Exchange and shall have been granted any necessary approvals or conditional approvals of the Exchange required to implement the Merger, which approvals shall not have been revoked. There

shall not be in force or threatened any order or decree of any Governmental Entity or other Person that has the effect of ceasing or restricting trading in the Yooma Shares.

5.2 Additional Conditions Precedent to the Obligations of Socati

The obligation of Socati to complete the Merger 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 Socati and may be waived by Socati, in whole or in part at any time, each in its sole discretion, without prejudice to any other rights which Socati may have):

- (a) Representations and Warranties. The representations and warranties of Yooma in this Agreement, including those contained in Schedule B-2, shall be true and correct as of the Effective 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.
- (b) Performance by Other Parties. Yooma shall have complied in all material respects with its covenants and other obligations herein.
- (c) Yooma Board Approval. Yooma shall have obtained and delivered to Socati evidence satisfactory to Socati, acting reasonably, that the Yooma Board has approved the entry into this Agreement and the reservation and issuance of the Yooma Shares on the terms and conditions set out in this Agreement.
- (d) Subco Board Approval. Yooma shall have obtained and delivered to Socati evidence satisfactory to Socati, acting reasonably, that the Subco Board has approved the entry into this Agreement and the consummation of the Merger on the terms and conditions set out in this Agreement.
- (e) Subco Shareholder Approval. Yooma shall have obtained and delivered to Socati evidence satisfactory to Socati, acting reasonably, that the Subco Shareholder has approved the consummation of the Merger on the terms and conditions set out in this Agreement.
- (f) Escrow Agreement. Yooma and the Escrow Agent shall have duly executed and delivered the Escrow Agreement.
- (g) Required Consents. Each of the Required Consents of Yooma shall have been given or obtained on terms acceptable to Socati, acting reasonably.

Socati may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Socati with its obligations under this Agreement if the condition precedent would have been satisfied but for a default by Socati in complying with its obligations hereunder.

5.3 Additional Conditions Precedent to the Obligations of Yooma

The obligations of Yooma to complete the Merger and any ancillary or related transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective

Time, of each of the following conditions precedent (each of which is for the exclusive benefit of Yooma and may be waived by Yooma, and any one or more of which, if not satisfied or waived, will relieve Yooma of any obligation under this Agreement):

- (a) Representations and Warranties. The representations and warranties of Socati in this Agreement, including those contained in Schedule B-1, shall be true and correct with respect to Socati and its Subsidiaries as of the Effective 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 Socati.
- (b) Performance by Other Parties. Socati shall have complied in all material respects with its covenants and other obligations herein.
- (c) Socati Board Approval. Socati shall have obtained and delivered to Yooma evidence satisfactory to Yooma, acting reasonably, that the Socati Board has approved the entry into this Agreement and the consummation of the Merger on the terms and conditions set out in this Agreement.
- (d) Socati Shareholder Approval. Socati shall have obtained and delivered to Yooma a written consent of the required number of Socati Shareholders in order to effect the Merger by way of written resolution in accordance with the Socati Stockholder Agreement, the Socati by-laws and all applicable Laws.
- (e) Required Consents. Each of the Required Consents of Socati shall have been given or obtained on terms acceptable to Yooma, acting reasonably.
- (f) Financial Statements: The draft unaudited financial statements of Socati for the financial year ended December 31, 2020 shall have been delivered to Yooma and shall be in form and substance satisfactory to Yooma, acting reasonably.
- (g) Tax Returns: Socati shall be in "good standing" in the State of Delaware and shall have delivered to Yooma a certificate from the Secretary of State from the State of Delaware confirming the same.
- (h) Socati Minimum Cash. Socati shall have cash of not less than (i) \$1,000,000; plus (ii) an amount equal to the cash that Socati is or will be required to pay in connection with each Socati Payable set out in Section (I)(i) of the Socati Disclosure Letter, to the extent that each such Socati Payable has not already been paid at the Effective Time; and shall have delivered to Yooma evidence satisfactory to Yooma, acting reasonably, of the same and a certificate of the Chief Executive Officer of Socati confirming the same.
- (i) Option Cancellation. Socati shall have redeemed all issued and outstanding Socati Options pursuant to redemption agreements signed by the holders of the Socati Options in form and substance satisfactory to Yooma, acting reasonably.
- (j) Dissent Rights. To the knowledge of Socati, no dissent or appraisal rights in respect of the Merger shall have been asserted by any person.

- (k) Exchange Requirements. The Socati Shareholders shall have delivered all documents and information required by the Exchange in connection with the Merger, this Agreement and the transactions contemplated hereby.
- (l) U.S. Securities Laws Exemption Requirements. Subscription Documents, excluding applicable tax forms, representing not less than 70% of the Socati Shares, excluding any Socati Shares issuable in connection with any Socati Conversion Events and Socati Settlements, shall have been executed and delivered to Yooma.
- (m) Liabilities: On the Effective Date, Socati will have no material outstanding liabilities except for the Socati Payables, the Socati Settlements, the Socati Convertible Notes, the liabilities shown on the Socati Financial Statements, and the liabilities disclosed in the Socati Disclosure Letter.
- (n) Resignations: Socati shall have delivered to Yooma a fully executed resignation and release of Joshua Epstein, in form reasonably satisfactory to Yooma, resigning from his appointment as a director and Chief Executive Officer of Socati at the Effective Time.

Yooma may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Yooma with its obligations under this Agreement if the condition precedent would have been satisfied but for a default by Yooma in complying with its obligations hereunder.

5.4 Satisfaction of Conditions

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

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 Effective Time:
 - (i) by mutual written agreement of Yooma and Socati;
 - (ii) by either Yooma or Socati, if:
 - (l) 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)(l) shall not be available to any Party whose failure to perform any of its covenants or agreements or whose 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 the Outside Date; or

- (II) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Merger illegal or otherwise prohibits or enjoins Yooma or Socati from consummating the transactions contemplated by this Agreement and such applicable Law or enjoinder shall have become final and non-appealable; provided, however, that the Party seeking to terminate this Agreement shall have used its commercially reasonable efforts to have such applicable Law lifted or rescinded;
- (b) the Party desiring to terminate this Agreement pursuant to this Section 6.2 (other than pursuant to Section 6.2(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right; and
- (c) for greater certainty, this Agreement may not be terminated unilaterally by Subco.

6.3 Transaction Costs

It is understood by the Parties that all costs incurred in connection with pursuing and implementing the transactions contemplated herein will be borne by the Party incurring the costs.

6.4 Amendment

Subject to the provisions of applicable Law and Section 8.7, this Agreement may, at any time and from time to time, be amended by the Parties in writing without further notice to or authorization on the part of the Socati 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; or
- (d) waive compliance with or modify any mutual conditions precedent herein contained;

provided that no such amendment returns or materially adversely affects the considerations to be received by a Socati Shareholder without approval by the affected Socati Shareholder.

6.5 Waiver

Either Yooma, on the one hand, or Socati, on the other, 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 any of the other Party's agreements or the fulfillment 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 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.

ARTICLE 7 INDEMNITY

7.1 Additional Definitions

In this Article 7, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the following meanings, and grammatical variations of those terms will have corresponding meanings:

- (a) **“Damages”** means any and all losses, liabilities, damages, penalties, fines, claims, judgements, debts, Taxes, interest and diminution in value, contingent or otherwise, whether resulting from a claim that is instituted or asserted by a third party, including a Governmental Entity, or otherwise, and including (i) all indirect and consequential damages, and (ii) all costs incurred in investigating or pursuing any of the foregoing or any Proceeding relating to any of the foregoing (including reasonable legal fees and expenses);
- (b) **“Direct Claim”** means an Indemnity Claim concerning only the Parties and their Subsidiaries;
- (c) **“Indemnified Party”** means, with respect to any particular Indemnity Claim, the party having the benefit of the indemnity with respect to that claim;
- (d) **“Indemnifying Party”** means, with respect to any particular Indemnity Claim, the party who has given the indemnity with respect to that claim;
- (e) **“Indemnity Claim”** means a claim for indemnity under this Article 7;
- (f) **“Indemnity Period”** means the period beginning on the date of this Agreement and ending on the date which falls 12 months from the Effective Time or, if the Merger is not completed, on the date this Agreement is terminated in accordance with its terms;
- (g) **“Notice of Claim”** means a written notice, delivered by an Indemnified Party to an Indemnifying Party, asserting an Indemnity Claim; and
- (h) **“Third Party Claim”** means an Indemnity Claim concerning any action, claim or Proceeding brought or threatened against an Indemnified Party by a person who is not a Party or a Subsidiary of a Party.

7.2 Indemnification by the Socati Shareholders

The Socati Converted Shareholders shall indemnify and save harmless Yooma and its Subsidiaries, and their respective directors, officers, employees, agents and Representatives from, and will pay for, any Damages suffered by, imposed upon or asserted against them as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any material breach or material inaccuracy of any representation or warranty given by Socati in Schedule B-1 or elsewhere in this Agreement; and
- (b) any failure of Socati to perform or fulfil any of its covenants or obligations under this Agreement, the Ancillary Agreements or otherwise in respect of the Merger.

The right to indemnification under this Section 7.2 exists notwithstanding any representation or warranty in this Agreement.

7.3 Indemnification by Yooma

Yooma shall indemnify and save harmless the Socati Converted Shareholders and their directors, officers, employees, agents and Representatives from, and will pay for, any Damages suffered by, imposed upon or asserted against them as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any material breach or material inaccuracy of any representation or warranty given by Yooma in Schedule B-2 or elsewhere in this Agreement; and
- (b) any failure of Yooma or Subco to fulfil any of their covenants or obligations under this Agreement, the Ancillary Agreements or otherwise in respect of the Merger.

The right to indemnification under this Section 7.3 exists notwithstanding any representation or warranty in this Agreement. Notwithstanding the foregoing, the Parties hereto agree that the Socati Converted Shareholders shall have no obligation with respect to indemnification arising in connection with any notice requirements under the Socati Concurrent Financing.

7.4 Escrow of Securities

At the Effective Time, Yooma shall cause 10% of the Yooma Shares that are to be issued to the Socati Converted Shareholders under this Agreement (collectively, the “**Indemnity Shares**”) to be deposited with the Escrow Agent pursuant to the Escrow Agreement. The Indemnity Shares shall be applied, as necessary, in accordance with this Article 7, to satisfy the indemnity obligations of the Socati Shareholders, and shall be released to the applicable Socati Converted Shareholder, returned to Yooma for cancellation, sold to a third-party or sold through the facilities of the Exchange in accordance with the terms of this Agreement and the Escrow Agreement.

7.5 Indemnification Period

The rights and obligations of the Parties in respect of the indemnities granted in this Article 7 shall expire at the end of the Indemnity Period, save and except in respect of any Indemnity Claim for which a Notice of Claim has been delivered on or before the end of the Indemnity Period.

7.6 Indemnification Procedure

- (a) An Indemnified Party that wishes to assert a Direct Claim shall promptly deliver a Notice of Claim to the Indemnifying Party setting out in reasonable detail the nature of the Indemnity Claim. The failure to give, or a delay in giving, a Notice of Claim in respect of a Direct Claim shall not relieve the Indemnifying Party of its obligations hereunder, except and only to the extent of any prejudice caused to the Indemnifying Party by that failure or delay. Following receipt of a Notice of Claim in respect of a Direct Claim, the Indemnifying Party shall have sixty (60) days to make such investigation of the Indemnity Claim as is considered necessary or desirable. For the purpose of that investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied on by the Indemnified Party to substantiate the Indemnity Claim, together with such information as the Indemnifying Party may reasonably request. If

the parties to the Indemnity Claim agree, on or before the expiry of this sixty (60) day period, as to the validity and amount of the Indemnity Claim, the Indemnity Claim shall be considered fully and finally determined in the amount agreed upon, failing which the matter shall be referred to binding arbitration. Any such arbitration shall be administered in accordance with its Canadian Arbitration Rules. There shall be no appeal of an award of the arbitrator. The number of arbitrators shall be one. The place of arbitration shall be Toronto, Ontario, Canada. The language of the arbitration shall be English. The arbitrator shall not, without the written consent of the parties to the arbitration, appoint any expert or other consultant or retain any counsel. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by applicable Law. Judgment upon any award may be entered in any court having jurisdiction or application may be made to the court for a judicial recognition of the award or an order of enforcement, as the case may be.

- (b) An Indemnified Party that becomes aware of any Third Party Claim shall promptly deliver a Notice of Claim to the Indemnifying Party setting out in reasonable detail (to the extent the information is available) the factual basis for the Third Party Claim and the amount of any associated obligations or liabilities, if known. The failure to give, or a delay in giving, a Notice of Claim in respect of a Third Party Claim shall not relieve the Indemnifying Party of its obligations hereunder, except and only to the extent of any prejudice caused to the Indemnifying Party by that failure or delay.
- (c) The Indemnifying Party will have the right to assume control of the defense, compromise or settlement of any Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (i) the Indemnifying Party notifies the Indemnified Party in writing, within 30 days after receipt of the Third Party Claim, that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any adverse consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (ii) settlement of, or an adverse judgment with respect to the Third Party Claim will not establish a precedential custom or practice adverse in any material respect to the continuing business interests of the Indemnified Party; and (iii) the Indemnifying Party conducts the defense, compromise or settlement of the Third Party Claim actively and diligently.
- (d) So long as the Indemnifying Party is conducting the defense of the Third Party Claim: (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, and (ii) the Indemnifying Party may not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably or arbitrarily withheld, delayed or conditioned.
- (e) In the event any condition set forth in Sections 7.6(c) or 7.6(d) is or becomes unsatisfied, (i) the Indemnified Party, acting reasonably, may assume control of the defence, compromise and settlement of the Third Party Claim and shall be entitled to retain such

counsel as in its sole discretion may appear advisable, the whole at the Indemnifying Party's sole cost and expense, (ii) the Indemnifying Party shall not have the right to control but may participate in the defense, compromise or settlement of the Third Party Claim at its sole cost and expense, and (iii) the Indemnified Party may not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned.

- (f) A Third Party Claim shall be considered fully and finally resolved when the underlying third-party claim has been resolved or abandoned and any applicable rights of appeal or limitation periods have been exhausted.

7.7 Limitations

- (a) The sole recourse of the indemnified parties under Section 7.2 of this Agreement shall be for Yooma and the Shareholder Representative to jointly instruct the Escrow Agent to return for cancellation or to sell that number of Indemnity Shares that is required in order to satisfy the indemnity obligations of the Socati Converted Shareholders.
- (b) The sole recourse of the indemnified parties under Section 7.3 shall be to set-off the amount of any indemnity obligation of Yooma against the indemnity obligations of the Socati Converted Shareholders under Section 7.2.
- (c) Notwithstanding anything to the contrary in this Agreement, the Socati Converted Shareholders shall not have any indemnity obligation under Section 7.2 in respect of the Socati Payables, unless the aggregate Damages of Yooma in respect of the Socati Payables exceeds the aggregate amount owing in respect of the Socati Payables as described in Section (I)(i) of the Socati Disclosure Letter by more than \$500,000, and then only with respect to any Damages in excess of \$500,000 to a maximum aggregate of \$500,000.

7.8 Resolution of Claims

No instructions shall be delivered to the Escrow Agent under this Article 7 until the Indemnity Period has expired and all Indemnity Claims for which a Notice of Claim has been delivered during the Indemnity Period have been fully and finally determined. At such time, Yooma and the Shareholder Representative shall instruct the Escrow Agent to release the Indemnity Shares to the Socati Converted Shareholders, return the Indemnity Shares to Yooma for cancellation, or sell the Indemnity Shares to third parties arranged by Yooma or through the facilities of the Exchange in order to satisfy the indemnity obligations of the Parties. Indemnity Shares to be returned to Yooma for cancellation or sold to satisfy Indemnity Claims shall be taken *pro rata* from each Socati Converted Shareholder to the extent reasonably practicable.

7.9 Shareholder Representative

- (a) In order to efficiently administer the determination of any Indemnity Claims under this Agreement, the Shareholder Representative shall be the sole and exclusive representative of the Socati Converted Shareholders in respect of their indemnity rights and obligations under this Agreement. The Parties shall be entitled to rely on the Shareholder Representative as having the authority to make all decisions and take all

actions relating to the respective rights, obligations and remedies of the Socati Converted Shareholders under this Agreement, and deal exclusively with the Shareholder Representative in respect of all such matters, including to deliver or receive any Notice of Claim or other notices or instructions in respect of an Indemnity Claim, to investigate, negotiate, settle, pursue and defend any Indemnity Claims, to give releases and discharges in respect of any Indemnity Claim on behalf of the Socati Converted Shareholders and to take all other actions that are either (i) necessary or appropriate in the judgement of the Shareholder Representative for the accomplishment of the foregoing, or (ii) specifically mandated by this agreement.

- (b) All decisions, instructions and actions to be taken by the Socati Converted Shareholders, or any one of them, under this Agreement shall be deemed to be taken by such Socati Converted Shareholders if such decisions, instructions or actions are taken by the Shareholder Representative, and such decisions, consents, instructions or actions shall be final, binding and conclusive upon such Socati Converted Shareholders. Yooma and Subco may rely upon any such decision, consent, instruction or action by the Shareholder Representative as being the decision, consent, instruction or action of the Socati Converted Shareholders.
- (c) The Shareholder Representative will incur no liability of any kind with respect to any action or omission by the Shareholder Representative with respect to its services under this Agreement and any Ancillary Agreements, except in the event of liability resulting from the Shareholder Representative's gross negligence, bad faith, fraud or wilful misconduct. The Shareholder Representative shall not be liable for any action or omission pursuant to the advice of its legal counsel. The Socati Converted Shareholders shall jointly and severally indemnify, defend and hold harmless the Shareholder Representative from and against all claims, liabilities, losses, damages, costs, penalties, fines, forfeitures and expenses (including reasonable expenses relating to legal counsel, experts and their staff) arising out of or in connection with the Shareholder Representative's role under this Agreement (the "**Representative Losses**").
- (d) The Shareholder Representative shall be entitled recover any Representative Losses out of the Indemnity Shares that would otherwise be released to the Socati Converted Shareholders at the end of the Indemnity Period, and Yooma and the Shareholder Representative shall instruct the Escrow Agent accordingly.

7.10 One Recovery

An Indemnified Party is not entitled to double recovery for any claims, even though they may have resulted from the breach, inaccuracy or failure to perform of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party under this Agreement.

7.11 Duty to Mitigate

Nothing in this Agreement in any way restricts or limits the general obligation at Law of an Indemnified Party to mitigate any loss which it may suffer or incur by reason of the breach, inaccuracy or failure to perform of any representation, warranty, covenant or obligation of the Indemnifying Party under this Agreement. If any claim can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the Indemnified Party shall take all appropriate steps to enforce such

recovery, settlement or payment and the amount of any Indemnity Claim of the Indemnified Party will be reduced by the amount of insurance proceeds actually recoverable by the Indemnified Party.

ARTICLE 8 GENERAL PROVISIONS

8.1 Notices

All notices, consents, requests, demands, waivers and other communications hereunder will be deemed to have been duly given and made, if in writing and if served by personal delivery upon the Party for whom it is intended or delivered, or if sent by electronic mail, upon receipt of confirmation that the transmission has been received, to the Person at the address set forth below, or any other address as may be designated in writing hereafter, in the same manner, by that Person:

(i) if to Socati:

Socati Corp.
1250 S. Capital of Texas Highway
Building 3, Suite 400
Austin, Texas
78746

Attention: Josh Epstein
Email: *[redacted – personal information]*

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

Laflamme Legal Professional Corporation
7 St. Thomas Street
Suite 402
Toronto, ON M5S 2B7

Attention: Peter Laflamme
Email: peter@laflammelegal.com

(ii) if to Yooma or Subco:

Yooma Wellness Inc.
135 Yorkville Ave., Suite 900
Toronto, Ontario M5R 0C7

Attention: Jordan Greenberg, President
Email: *[redacted – personal information]*

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

Owens Wright LLP
20 Holly Street, Suite 300
Toronto, Ontario M5S 3B1

Attention: James Szumski
Email: jszumski@owenswright.com

8.2 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated and the Parties hereto will negotiate in good faith to modify the Agreement to preserve each Party's anticipated benefits under the Agreement.

8.3 Assignment

No Party may assign this Agreement or any of its rights hereunder without the prior written consent of the other Parties, which consent may be withheld without reason.

8.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario (and, if necessary, the Supreme Court of Canada) in respect of all matters arising under or in relation to this Agreement and agrees not to commence any action, suit or Proceeding relating thereto except in such courts.

8.5 Binding Effect

This Agreement will be binding upon and will enure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

8.6 Investigation by Parties

No investigation pursuant to this Agreement or otherwise made by or on behalf of Yooma and Subco, on the one hand, or Socati, on the other hand, or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant by the other in or pursuant to this Agreement.

8.7 Amendments; Waivers

This Agreement may not be modified, amended, altered or supplemented except in the manner contemplated herein and upon the execution and delivery of a written agreement executed by each Party. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

8.8 Further Assurances

The Parties hereby agree that each will promptly furnish to the other any further documents and take or cause to be taken any further action as may reasonably be required by any of the other Parties in order to give effect to this Agreement, and to execute and deliver any instruments and

documents as the other Parties may reasonably require in order to carry out the intent of this Agreement.

8.9 Time of Essence

Time is of the essence of this Agreement.

8.10 No Liability

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

8.11 Counterparts

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 PDF (via electronic mail) or similar executed electronic copy of this Agreement, and such PDF (via electronic mail) or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the date first written above.

YOOMA WELLNESS INC.

By: “Jordan Greenberg”

Name: Jordan Greenberg

Title: President

YOOMA ACQUISITION INC.

By: “Jordan Greenberg”

Name: Jordan Greenberg

Title: President

SOCATI CORP.

By: “Joshua Epstein”

Name: Joshua Epstein

Title: Chief Executive Officer

SCHEDULE A-1
REPRESENTATIONS AND WARRANTIES OF SOCATI

- (a) Organization. Socati 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. Socati 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 Socati 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. Socati 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 written consent of more than 50% of the Socati Shareholders, to consummate the transactions contemplated hereunder and thereunder. The execution, delivery and performance by Socati of this Agreement and the agreements and other documents to be entered into by it hereunder and the consummation by Socati of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the Socati Board, and no other corporate proceeding on the part of Socati is necessary to authorize the execution, delivery and performance by Socati of this Agreement and the agreements and other documents to be entered into by it hereunder or the consummation of the Merger, other than obtaining the approval by the Socati Board and the written consent of more than 50% of the Socati Shareholders. This Agreement has been duly and validly executed and delivered by Socati and, assuming due and valid authorization, execution and delivery of this Agreement by Yooma and Subco, is a valid and binding obligation of Socati 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 Socati of this Agreement and the performance by Socati of its obligations hereunder and the completion of the Merger 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 Socati or any of its Subsidiaries;
- (2) any Contract to which Socati or any of its Subsidiaries is a party or by which Socati or any of its Subsidiaries is bound; or

- (3) any Law to which Socati or any of its Subsidiaries is subject or by which Socati 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 Socati (a "**Socati Material Adverse Effect**");

- (B) give rise to any material 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 material benefit to which Socati is entitled, under any Material Contract or Authorization to which Socati 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 Socati Material Adverse Effect; or
- (C) give rise to any material rights of first refusal or rights of first offer, trigger any material change of control provision or any material 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 Socati'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 Socati Material Adverse Effect.
- (d) No Filings. Other than compliance with applicable Laws, stock exchange rules and policies, 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 Socati for the consummation by Socati of its obligations in connection with the Merger or the other transactions contemplated by this Agreement and any Ancillary Agreements, 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 Socati Material Adverse Effect.
- (e) Litigation. Other than as set out in Section (e) of the Socati Disclosure Letter, except as would not reasonably be expected to have a Socati 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 Socati, threatened, or, to the knowledge of Socati, investigations by Governmental Entities in progress, pending or threatened, in each of the foregoing cases in this Section (e), against Socati, or any of its property or assets or, to the knowledge of Socati, any of its current or former directors or officers (in their capacities as such).
- (f) Subsidiaries.
- (i) All of the Subsidiaries of Socati or Socati's interests (whether registered or beneficial) in any Person are set forth in Section (f)(i) of the Socati Disclosure Letter. The following information with respect to each Subsidiary of Socati is accurately set out in Section (f)(i) of the Socati 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. Socati 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 Socati 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 Socati 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 Socati 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 Socati Material Adverse Effect.
- (iii) Except as disclosed in Section 1.1(f)(iii) of the Socati Disclosure Letter, Socati is, directly or indirectly, the registered and beneficial owner of all of the issued and outstanding securities of each Socati 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 of each of the Subsidiaries of Socati 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) Other than as set out in Section (g)(i) of the Socati Disclosure Letter, and except as would not, individually or in the aggregate, have had or reasonably be expected to have a Socati Material Adverse Effect, Socati and its Subsidiaries have complied with all applicable Laws. No notice, charge, claim or action has been received by Socati or any of its Subsidiaries or has been filed, commenced or, to the knowledge of Socati, brought, initiated or threatened against Socati or any of its Subsidiaries alleging any material 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 Socati Material Adverse Effect, none of Socati 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 written consent of more than 50% of the Socati Shareholders is the only vote or consent of holders of Socati Shares necessary to authorize this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement.

(i) Authorizations. Except as have not and would not, individually or in the aggregate, have a Material Adverse Effect in respect of Socati, Socati and its Subsidiaries have obtained all material Authorizations necessary for the ownership, operation and use of the assets of Socati and its Subsidiaries or otherwise in connection with carrying on the business and operations of Socati and its Subsidiaries in compliance in all material 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 Socati, (i) such Authorizations are in full force and effect in accordance with their terms; (ii) Socati and its Subsidiaries, since January 1, 2020, 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 Socati, threatened, regarding any Authorization; and (iv) none of Socati or any of its Subsidiaries or, to the knowledge of Socati, 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 Socati and its Subsidiaries to continue to conduct their respective businesses as they are currently being conducted. To the knowledge of Socati, no Person other than Socati 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 Socati and its Subsidiaries, taken as a whole.

(j) Capitalization.

- (i) The authorized share capital of Socati consists of an unlimited number of Socati Shares. As of the close of business on the Business Day prior to the date of this Agreement, there are (A) 47,054,545 Socati Shares validly issued and outstanding as fully-paid and non-assessable shares of Socati; (B) no outstanding Socati Options, (C) Socati Convertible Notes in the aggregate principal amount of \$4,437,061, convertible into Socati Shares at the moment immediately prior to the Effective Time in accordance with their terms, (D) rights under the Blue Marble Agreement providing for the issuance of 6,250,000 Socati Shares to the Blue Marble Shareholders or their permitted transferee(s) (against delivery of required subscription agreements) at the moment immediately prior to the Effective Time; and (E) rights under the Socati Employee Equity Entitlements providing for the issuance of Socati Shares valued in aggregate at \$230,000 to certain employees of Socati at the moment immediately prior to the Effective Time. All outstanding Socati Shares have been validly issued, fully paid and nonassessable, and all Socati Shares issuable upon the exercise or vesting of rights under the Socati Convertible Notes, the Blue Marble Agreement and the Socati Employee Equity Entitlements have been duly authorized in accordance with the respective terms thereof and will be 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 Socati or any of its Subsidiaries issued and outstanding.

- (iii) Except for the Socati Options, the Socati Convertible Notes, the Blue Marble Agreement and the Socati Employee Equity Entitlements, (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, Socati or any of its Subsidiaries obligating Socati 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, Socati or such Subsidiary or securities convertible into or exchangeable for such shares or equity interests or other securities, or obligating Socati 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 Socati or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Socati 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 Socati or any of its Subsidiaries; (C) there are no outstanding agreements or binding commitments of Socati 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 Socati or any of its Subsidiaries.
- (iv) All grants of Socati Options were validly issued and properly approved by the Socati Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. As of the Effective Time, no Socati Options or any other equity or equity-based awards will be outstanding. No current or formerly issued Socati Option has ever been exercised or otherwise converted or exchanged for Socati Shares.
- (v) Section (j)(v) of the Socati Disclosure Letter sets forth, with respect to each Socati Convertible Note outstanding as of the close of business on the Business Day prior to the date of this Agreement, (A) the holder of each Socati Convertible Note; (B) the number of Socati Shares issuable therefor at the Effective Time; (C) and the principal amount due in respect of the Socati Convertible Note. All of the Socati Convertible Notes have been issued to accredited investors within the meaning of applicable Securities Laws. All issuances of Socati Convertible Notes were validly issued and properly approved by the Socati Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws and Socati has received all of the consideration it was entitled to receive in respect of the issuance of the Socati Convertible Notes. As of the close of business on the Business Day prior to the date of this Agreement, no Socati Convertible Notes or other similar securities were granted and are outstanding other than those granted under the Socati Concurrent Financing and set forth on Section (j)(v) of the Socati Disclosure Letter.

- (vi) Section (j)(vi) of the Socati Disclosure Letter sets forth, with respect to the Blue Marble Agreement and the Socati Employee Equity Entitlements, (A) the holder the right to acquire Socati Shares under each such agreement; (B) the number of Socati Shares issuable under each such agreement at the Effective Time; and (C) the subscription price of the Socati Shares issuable under each such agreement. The Blue Marble Agreement and the Socati Employee Equity Entitlements, and the Socati Shares issuable under each such agreement, were properly approved by the Socati Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. As of the close of business on the Business Day prior to the date of this Agreement, no other equity-based contractual rights were granted by Socati or any of its Subsidiaries and are outstanding which provide for the issuance of any securities of Socati or any of its Subsidiaries, other than those set forth on Section (j)(vi) of the Socati Disclosure Letter. Socati has provided to Yooma all of the material documentation in respect of the Blue Marble Agreement and the Socati Employee Equity Entitlements.
- (vii) Section (j)(vii) of the Socati Disclosure Letter sets forth, with respect to each Socati Settlement, (A) the holder with the right to acquire Yooma Shares under each such agreement; (B) the number of Yooma Shares issuable under each such agreement at the Effective Time; and (C) the value of the Yooma Shares issuable under each such agreement. The persons entitled to receive Yooma Shares under the Socati Settlements are Accredited Investors within the meaning of applicable U.S. Securities Laws. The Socati Settlements were properly approved by the Socati Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. As of the close of business on the Business Day prior to the date of this Agreement, no other equity-based contractual rights were granted by Socati or any of its Subsidiaries and are outstanding which provide for the issuance of any Yooma Shares or other Yooma securities, other than those set forth on Section (j)(vii) of the Socati Disclosure Letter. Socati has provided to Yooma all of the material documentation in respect of the Socati Settlements.
- (viii) The Socati Option Plan and the issuance of Socati Shares under such plans (including all outstanding Socati Options) have been recorded on Socati's financial statements in accordance with IFRS, and no such grants involved any "back dating," "forward dating," "spring loading" or similar practices.
- (ix) There are no shareholder agreements, voting trusts or other agreements or understandings to which Socati or any of its Subsidiaries is a party relating to the voting or disposition of any shares of Socati or any of its Subsidiaries.
- (x) All dividends or distributions on securities of Socati 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 Socati 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) 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 Socati 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 Socati or any of its Subsidiaries with unconsolidated entities or other Persons which are not reflected in the statements referred to in section (k)(i) above.
- (iii) The financial books, records and accounts of Socati 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 Socati's financial statements in all material respects.
- (iv) To the knowledge of Socati, 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 Socati that are reasonably likely to adversely affect the ability of Socati 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 Socati.
- (v) None of Socati, any of its Subsidiaries or, to the knowledge of Socati, any director, officer, employee, auditor, accountant or representative of Socati or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Socati or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion, or claim that Socati or any of its Subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the Socati Board.

(I) Undisclosed Liabilities.

- (i) Section (I)(i) of the Socati Disclosure Letter describes the amounts that are or will be due by Socati at the Effective Time in respect of each of the Socati Payables and Socati Settlements, such that upon payment of such amounts on the Effective Date, all of the obligations and liabilities of Socati and its Subsidiaries to each such party would be fully satisfied.
- (ii) Except for (A) the Socati Payables and Socati Settlements, in each case in amounts no more than the amounts disclosed in Section (I)(i) of the Socati Disclosure Letter, (B) liabilities and obligations reflected or to the extent

reserved against on the unaudited consolidated balance sheet of Socati as of December 31, 2020, (C) liabilities and obligations incurred in the ordinary course of business consistent with past practice since December 31, 2020, or (C) liabilities or obligations that would not, and would not reasonably be expected to have, individually or in the aggregate, a Socati Material Adverse Effect, neither Socati or any of its Subsidiaries has incurred any material 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.

- (iii) Except as disclosed in Section (l)(iii) of the Socati Disclosure Letter, as of the date hereof, neither Socati 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 Socati and its Subsidiaries.

(m) Real Property.

- (i) Except as disclosed in Section (m)(i) of the Socati Disclosure Letter, neither Socati nor any of its Subsidiaries owns any real or immovable property.
- (ii) Except as disclosed in Section (m)(ii) of the Socati Disclosure Letter, each lease, sublease, license or occupancy agreement for real or immovable property leased, subleased, licensed or occupied by Socati or its Subsidiaries (collectively, the "**Socati Leases**") is valid, legally binding and enforceable against Socati 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 Socati Data Room, and none of Socati or any of its Subsidiaries is in material breach of, or default under, any such Socati Lease, and no event has occurred which, with notice, lapse of time or both, would constitute such a material breach or default by Socati 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 Socati Leases or any other Person the right to terminate any such Socati Lease or result in any additional or more onerous obligations under any such Socati Lease or Socati losing the benefit thereof.

(n) Environmental Matters. Socati and each of its Subsidiaries is in compliance in all material respects with all Environmental Laws, and, to the knowledge of Socati, 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 Socati Disclosure Letter sets forth a true, complete and correct list, as of the applicable date set out in the Socati Disclosure Letter, of all material pending applications and issued and granted registrations for Intellectual Property material to the business of Socati and/or its Subsidiaries, in each case that are owned, co-owned or filed by Socati or any of its Subsidiaries, with the owner, country(ies) or region, registration and application numbers, as applicable, and applicable dates indicated.
- (ii) Socati 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 Socati, the use of Socati's and its Subsidiaries' Intellectual Property as currently used by Socati or its Subsidiaries, and the conduct of the business of Socati or its Subsidiaries as currently conducted does not materially 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 Socati, otherwise threatened, against Socati 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 Socati or any of its Subsidiaries; and (B) to Socati's knowledge, no actual claims, before any court or Governmental Entity, are pending or threatened in writing, or otherwise threatened, against Socati or any of its Subsidiaries with respect to the ownership, scope (as to patent claims), validity, enforceability, infringement or misappropriation of any material Intellectual Property licenced by Socati or any of its Subsidiaries.
- (iv) To the knowledge of Socati, there is no unauthorized use, disclosure, infringement, misappropriation, or other violation of Socati's or its Subsidiaries' Intellectual Property by any third party, and no such claims have been asserted or threatened against any third party by Socati or any of its Subsidiaries.
- (v) Neither Socati nor any of its Subsidiaries owns, licenses 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 Socati or its Subsidiaries are adequate for the operation of its business as currently conducted.
- (vi) No Intellectual Property owned by Socati or any of its Subsidiaries and currently utilized and material to its business, as currently conducted, is being used or enforced by Socati 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) Socati 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 Socati, 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 Socati Material Adverse Effect.
- (ii) None of Socati 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 Socati, threatened against Socati or any of its Subsidiaries.
- (iii) Socati has provided or made available to Yooma current and complete copies of all employment Contracts to which Socati or a Subsidiary thereof is a party or otherwise bound. Except as set forth in Section (p)(iii) of the Socati Disclosure Letter, no employee of Socati 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 Socati and its Subsidiaries, or (B) plans, programs, bonus pools or other arrangement that would entitle any Socati employee to a payment in circumstances involving a change of control of Socati.
- (iv) Except as provided in this Agreement or in Section (p)(iv) of the Socati Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation the Merger 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 Socati employees, (B) increase the compensation or benefits otherwise payable to any Socati 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 any Socati Option Plan (except for outstanding Socati Options), (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 a "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 Socati to amend or terminate any Benefit Plan.

- (v) None of Socati or any of its Subsidiaries (A) is a party to any collective bargaining agreement with respect to any Socati employees or any contract with any employee association, or (B) is subject to any application for certification or, to the knowledge of Socati, 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 Socati 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 Socati threatened against Socati or any of its Subsidiaries and no such event has occurred within the last two (2) years.
 - (vi) None of Socati or any of its Subsidiaries is subject to any current, pending or, to the knowledge of Socati, 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) Other than as set forth in Section (p)(vii) of the Socati Disclosure Letter, there are no material 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 Socati or its Subsidiaries which are currently outstanding.
- (q) Absence of Certain Changes or Events. Except as specifically contemplated by this Agreement or set forth in Section (q) of the Socati Disclosure Letter, since December 31, 2020:
- (i) through the date of this Agreement, Socati and its Subsidiaries have conducted their business in all material respects in the ordinary course of business consistent with past practice;
 - (ii) Socati has not suffered a Socati 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 Socati Material Adverse Effect.
- (r) Taxes.
- (i) Except as set forth in Section (r)(i) of the Socati Disclosure Letter, each of Socati 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. Except as set forth in Section (r)(i) of the Socati Disclosure Letter, neither Socati 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) Except as set forth in Section (r)(ii) of the Socati Disclosure Letter, Socati 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 Socati has provided adequate accruals in accordance with IFRS in the most recently published financial statements of Socati for any Taxes of Socati 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 Socati 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 Socati 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 Socati and its Subsidiaries has duly and timely collected all material 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 Socati 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) Except as set forth on Section (r)(vi) of the Socati Disclosure Letter, 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, Socati or any of its Subsidiaries.
- (vii) For the purposes of the Tax Act, the Code and any other relevant Tax purposes:
 - (A) Socati has at all times during its existence been resident in the United States 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 Socati nor any of its Subsidiaries has, or had, a permanent establishment in a country other than its country of residence and has not received a claim from a Government Entity from any other jurisdiction that it is, or may be, subject to tax by that jurisdiction.
- (viii) Neither Socati 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 Socati or any of its Subsidiaries (other than Permitted Liens).
- (x) Socati, 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.
- (s) Books and Records. The corporate records and minute books of Socati 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 Socati and its Subsidiaries is as has been disclosed to Yooma. The assets of Socati 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 Socati and its Subsidiaries prior to the date of this Agreement. Each of Socati 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 material property rights are necessary for the conduct of the business of Socati and its Subsidiaries as currently conducted, and there is no material claim or, to the knowledge of Socati, any basis for any material claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights, and neither Socati nor its Subsidiaries has any material responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the property rights thereof. To the knowledge of Socati, the buildings, structures, vehicles, equipment, technology and communications hardware and other tangible personal property owned or leased by Socati 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 Socati has, to the knowledge of Socati, given notice or taken any other action that has given Socati 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 Socati of any products or services.

- (v) Insurance. Section (v) of the Socati Disclosure Letter lists all material insurance policies maintained by or on behalf of Socati 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 Socati or one of its Subsidiaries, and Socati 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) Socati and its Subsidiaries have not received any written or, to the knowledge of Socati, 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 Socati, 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.
- (w) Non-Arm's Length Transactions. Except as set out in section (w) of the Socati Disclosure Letter, 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, Socati or any of its Subsidiaries or holder of record or beneficial owner of 10% or more of the Socati 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 Socati or any of its Subsidiaries.
- (x) Benefit Plans. Other than the Socati Option Plan, Socati does not maintain or contribute to any Benefit Plan.
- (y) Restrictions on Business Activities. There is no Contract or Order binding upon Socati 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 Socati or any of its Subsidiaries or the conduct of business by Socati 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 Socati Material Adverse Effect.
- (z) Material Contracts.
- (i) Other than as set out in Section (z)(i) of the Socati Disclosure Letter, except as would not, individually or in the aggregate, have or reasonably be expected to have a Socati Material Adverse Effect, (i) neither Socati or any of its Subsidiaries nor, to the knowledge of Socati, 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 Socati is a Party (each, a "**Socati Material Contract**"), and, to the knowledge of Socati, 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 Socati Material Contracts is a valid and binding obligation of Socati or one of its Subsidiaries, and, to the knowledge of Socati, each other party thereto, enforceable against Socati or such Subsidiary and, to the knowledge of Socati 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 Socati Disclosure Letter sets forth a list as of the date of this Agreement of the Socati Material Contracts. Socati has made available to Yooma a true, complete and correct copy (including any material amendment, modification, extension or renewal with respect thereto) of each Socati 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 Socati Material Adverse Effect, (i) Socati 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 Socati or its Subsidiaries nor, to the knowledge of Socati, any director, officer, agent or employee of Socati 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).
- (bb) Brokers. Other than as may be the case in respect of the Socati Concurrent Financing, neither Socati 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 Socati, no related party of Socati (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 Socati 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) Socati 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 Socati 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 Socati, is contemplated or threatened by any Securities Authority.

- (iii) None of Socati, any of its predecessors, any director, executive officer, or other officer of Socati participating in the Merger, any beneficial owner of 20% or more of Socati's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Socati in any capacity at the time of sale is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D under the U.S. Securities Act, except for a any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D under the U.S. Securities Act.

- (iv) Socati understands that it is the intention of the Parties that the Yooma Shares to be issued pursuant to the Merger be exempt from the registration requirements of the U.S. Securities Act and all applicable state securities laws pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act for the issuance of Yooma Shares to Persons in the United States and that are U.S. Persons, and (ii) pursuant to Regulation S under the U.S. Securities Act for the issuance of Yooma to Persons outside the United States and that are non-U.S. Persons. Socati has informed each Socati Shareholder that the Yooma Shares have not been and will not be registered under the U.S. Securities Act and all applicable state securities laws, and that the Yooma Shares issued to Persons in the United States will be "restricted securities" as such term is defined in Rule 144(a)(3) under the U.S. Securities Act. Socati has determined that each such Socati Shareholder (i) alone, or with the assistance of Socati's professional advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Yooma Shares and is able, without impairing such Socati Shareholder's financial condition, to hold such Yooma Shares for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment, and (ii) has had the opportunity to discuss the Yooma's business, management and financial affairs with Socati's management and has had access to such additional information, if any, concerning Yooma and Socati as it has considered necessary in connection with its investment decision to acquire the Yooma Shares. Socati has not offered or sold the Yooma Shares by any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

- (ee) Directors and Officers.
 - (i) None of the directors or officers of Socati 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 Socati 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 Socati or any of its Subsidiaries, on the one hand, and any director, officer, employee or independent contractor of Socati or any of its Subsidiaries, on the other hand, which is adversely affecting or would reasonably be expected to have a Socati Material Adverse Effect.

- (ff) Full Disclosure. Socati has made available to Yooma all material information concerning Socati, its Subsidiaries and their respective businesses through information disclosed to Yooma or in the Socati Disclosure Letter or in the Data Room, 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 Socati 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 A-2
REPRESENTATIONS AND WARRANTIES OF YOOMA

Yooma Corp. and Globalive Technology Inc., each a predecessor of Yooma, completed a reverse takeover transaction on February 10, 2021 (the “RTO Date”) which involved, among other things, their amalgamation to form Yooma. For the purpose of the following representations and warranties “Yooma” shall mean Yooma Corp., for the period prior to the RTO Date, and Yooma for the period following the RTO Date.

- (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 to Socati, and no action has been taken to amend or supersede such documents.

- (b) Authorization; Validity of Agreement; Company Action. Each of Yooma and Subco 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 to consummate the transactions contemplated hereunder and thereunder. The execution, delivery and performance by Yooma and Subco of this Agreement, the Merger and the agreements and other documents to be entered into by either of them hereunder and the consummation by Yooma and Subco of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the Yooma Board, the Subco Board and the Subco Shareholders, as applicable, and no other corporate proceeding on the part of Yooma or Subco is necessary to authorize the execution, delivery and performance by Yooma and Subco of this Agreement and the agreements and other documents to be entered into by them hereunder or the consummation of the Merger. This Agreement has been duly and validly executed and delivered by Yooma and Subco and, assuming due and valid authorization, execution and delivery of this Agreement by Socati, is a valid and binding obligation of each of Yooma and Subco enforceable against them 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 and Subco of this Agreement and the performance by Yooma and Subco of their obligations hereunder and the completion of the Merger 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 or Subco (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 or Subco 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) 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, 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 or Subco for the consummation by each of Yooma and Subco of its obligations in connection with the Merger under this Agreement or for the completion of the Merger, 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 Subco, or any of their property or assets or, to the knowledge of Yooma, any of their 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 preemptive 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 Material Adverse Effect on Yooma or Subco, 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 written consent of Yooma, as the sole shareholder of Subco, is the only vote or consent of holders of any securities of Yooma or Subco necessary to authorize this Agreement or to consummate the Merger 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 on Yooma or Subco, 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, 2020, 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) 52,219,869 Yooma Shares validly issued and outstanding as fully-paid and non-assessable shares of Yooma; (B) 1,930,662 outstanding Yooma Options providing for the issuance of 1,930,662 Yooma Shares upon the exercise thereof; and (C) no outstanding Yooma RSUs. All outstanding Yooma Shares have been validly issued, fully paid and nonassessable, and all Yooma Shares issuable upon the exercise, vesting or settlement of rights under the Yooma Options in accordance with their terms have been duly authorized and will be 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 for the Yooma Options and the Yooma RSUs or as contemplated by the Agreement, (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) Section (j)(iv) of the Yooma Disclosure Letter sets forth, with respect to each Yooma Option outstanding as of the close of business on the Business Day prior to the date of this Agreement, (A) the holder of each Yooma Option; (B) the number of Yooma Shares issuable therefor; (C) the purchase price payable therefor upon the exercise of each such Yooma Option; (D) the date on which such Yooma Option was granted and (E) the date on which such Yooma Option will expire. All of the Yooma Options have been granted solely to employees, consultants (who are individuals) or directors of Yooma or its Subsidiaries. The exercise price of each Yooma Option is not (and is not deemed to be) less than the fair market value of a Yooma Share as of the date of grant of such Yooma Option. All grants of Yooma Options were validly issued and properly approved by the Yooma Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. As of the close of business on the Business Day prior to the date of this Agreement, no Yooma Options or any other equity or equity-based awards were granted and are outstanding other than those granted under the Yooma Equity Plan and set forth on Section (j)(iv) of the Yooma Disclosure Letter. Yooma has provided to Socati all forms of option and restricted share unit award agreements governing the Yooma Options.
- (v) 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.
- (vi) 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) Reporting Issuer Status and Stock Exchange Compliance.

- (i) As of the date hereof, Yooma 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 Yooma. The Yooma Shares are listed and posted for trading on the Exchange, and are not listed on any market other than the Exchange, and Yooma is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Exchange.
- (ii) Yooma has not taken any action to cease to be a reporting issuer in any jurisdiction, province or territory nor has Yooma received notification from any applicable Securities Authority seeking to revoke Yooma's reporting issuer status. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of Yooma is pending, in effect, has been threatened, or is expected to be implemented or undertaken, and Yooma is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction.

- (l) Reports. Since February 10, 2021, Yooma has timely filed true and correct copies of Yooma Public Documents that Yooma 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 Yooma 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 Yooma Public Documents required to be made have been filed on a timely basis with the applicable Governmental Entity. Yooma 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 Yooma Public Documents and, to the knowledge of Yooma, neither Yooma nor any of the Yooma 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 Yooma as of and for each of the fiscal years ended on December 31, 2019 (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 (n)(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.

- (o) 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 (I)(I)(iii) 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.

- (p) 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 to Socati, 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.

- (q) 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.
- (r) Intellectual Property.
- (i) Section (o)(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.

(s) 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 Material Adverse Effect on Yooma or Subco.
- (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 Socati 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) The execution, delivery and performance of this Agreement and the consummation of the Merger 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.
- (t) Absence of Certain Changes or Events. Except as specifically contemplated by this Agreement or as set out in Section (q) of the Yooma Disclosure Letter, since December 31, 2020:
 - (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.
- (u) 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 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 and has not received a claim from a Government Entity from any other jurisdiction that it is, or may be, subject to tax by that jurisdiction.
- (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) 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.

- (v) 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.
- (w) Assets. The only business operations carried on by Yooma and its Subsidiaries is as has been disclosed to Socati. 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.
- (x) 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.
- (y) Insurance. Except as disclosed in the Data Room, neither Yooma nor any of its Subsidiaries maintain any material insurance policies as of the date hereof.
- (z) Non-Arm's Length Transactions. Except as set forth in Section (z) 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.
- (aa) Benefit Plans. Yooma does not maintain or contribute to any Benefit Plan.
- (bb) Restrictions on Business Activities. Except as set forth in Section (bb) of the Yooma Disclosure Letter, 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.

- (cc) 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 (cc)(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 Socati a true, complete and correct copy (including any material amendment, modification, extension or renewal with respect thereto) of each Yooma Material Contract.
- (dd) 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.
- (ee) 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.
- (ff) No “Collateral Benefit”. To the knowledge of Yooma, except as disclosed in Section 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.

- (gg) 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.
- (hh) Globalive Technology RTO. On the RTO Date, Globalive Technology Inc. completed a reverse takeover transaction with Yooma Corp. under which Globalive Technology Inc. and Yooma Corp. were amalgamated to form Yooma. Except as set forth in Section (hh) of the Yooma Disclosure Letter, at the time of amalgamation, Globalive Technology did not have any material assets or liabilities.
- (ii) Full Disclosure. Yooma has made available to Socati all information concerning Yooma, its Subsidiaries and their respective businesses through information disclosed to Socati or in the Yooma Disclosure Letter, and all such information as made available to Socati 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 Socati 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.