

## AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 3rd day of September, 2021.

### BETWEEN:

**PROSPECT PARK CAPITAL CORP.**, a corporation existing under the laws of Ontario (“**PPK**”);

-and-

**PPK ACQUISITION CORP.**, a corporation existing under the laws of British Columbia (“**PPK Sub**”);

-and-

**DIITALK COMMUNICATIONS INC.**, a corporation existing under the laws of British Columbia (“**Diitalk**”);

**WHEREAS** PPK, Diitalk and PPK Sub entered into an amalgamation agreement dated March 1, 2021 (the “**Original Amalgamation Agreement**”), pursuant to which Diitalk and PPK Sub agreed to amalgamate pursuant to Division 3 of Part 9 of the BCBCA (as defined below), and for such purpose PPK agreed to issue certain of its securities to the securityholders of Diitalk;

**AND WHEREAS** PPK, Diitalk and PPK Sub entered into a termination agreement date April 7, 2021, pursuant to which the parties thereto agreed to terminate the Original Amalgamation Agreement pursuant to Section 7.2 thereof.

**AND WHEREAS** Diitalk and PPK Sub have agreed to enter into this new Agreement, pursuant to which such parties hereto propose to amalgamate pursuant to Division 3 of Part 9 of the BCBCA, and for such purpose PPK has agreed to issue certain of its securities to the securityholders of Diitalk;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

### ARTICLE I DEFINITIONS

1.1 **Definitions.** In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

- (a) “**Affiliate**” means an affiliated body corporate within the meaning of the OBCA;
- (b) “**Agreement**” means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**” and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and “**Article**”, “**Section**”, “**clause**” or “**subclause**” means and refers to the specified article, section, clause or subclause of this Agreement;
- (c) “**Amalco**” has the meaning specified in Section 2.2 hereof;
- (d) “**Amalgamating Corporations**” means, collectively, Diitalk and PPK Sub;

- (e) “**Amalgamation**” means the amalgamation of Diitalk and PPK Sub pursuant to this Agreement and in accordance with the BCBCA;
- (f) “**Applicable Securities Laws**” means collectively, the applicable securities laws of each of the provinces of Canada, the respective regulations, rules and orders made and forms prescribed thereunder together with all applicable published rules, policy statements, blanket orders and rulings of the securities commissions in such provinces;
- (g) “**Arm’s Length**” has the same meaning ascribed thereto in the Tax Act;
- (h) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (i) “**Business Day**” means a day other than a Saturday or Sunday on which the principal commercial banks located in Toronto, Ontario and Vancouver, British Columbia, are open for business during normal banking hours;
- (j) “**Closing**” means the completion of the Amalgamation set forth herein, including the issuance of securities of PPK to Diitalk securityholders, which shall take place on the Effective Date;
- (k) “**Closing Date**” means the day of the Closing;
- (l) “**Content**” means all articles, posts, blogs, top ten lists, reviews, independent content, stories in any format, forum posts and answers, text, data, information and graphics, including all marks, artwork, photography, video, feeds, links, layout, design, features, functionality, "look and feel" characteristics, graphical user interface elements and designs, templates, characteristic artistic elements and aspects, HTML-formatted pages, on-line products and services, bulletin board content, chat line content, news group content and e-mail content, in any form, format or medium whatsoever, and all related documentation;
- (m) “**Deposit**” has the meaning set out in Section 6.1(j) of this Agreement;
- (n) “**Director**” means the Director appointed under the BCBCA;
- (o) “**Diitalk**” means Diitalk Communications Inc., a corporation existing under the laws of British Columbia;
- (p) “**Diitalk’s Assets**” means all of Diitalk’s material assets including but not limited to those assets set out in Diitalk’s Financial Statements and those listed in Schedule 1.1(p);
- (q) “**Diitalk’s Business**” means the business previously and heretofore carried on by Diitalk, namely, the business of operating a rewards-based communication platform and the provision of services in connection therewith, including, without limitation, VOIP calling, SMS messaging, analytics engine, mobile apps and add engines;
- (r) “**Diitalk’s Financial Statements**” means the audited financial statements for the financial years ended August 31, 2020, 2019, and 2018;
- (s) “**Diitalk Shareholder Approval Date**” has the meaning set out in Section 5.2 of this Agreement;
- (t) “**Diitalk Shareholders**” means all of the shareholders of the Diitalk Shares;
- (u) “**Diitalk Shares**” means the fully paid and non-assessable common shares in the capital of Diitalk;
- (v) “**Diitalk Warrants**” means the outstanding warrants of Diitalk to purchase 3,096,834 Diitalk Shares;

- (w) **“Dissent Right”** means the rights of dissent in respect of the Amalgamation in accordance with Sections 237-247 of the BCBCA;
- (x) **“Dissenting Shares”** means the Diitalk Shares held by the Dissenting Shareholders;
- (y) **“Dissenting Shareholders”** means the Diitalk Shareholders who exercise the Dissent Right;
- (z) **“Domain Names”** means those Internet domain names listed in Schedule 4.11.1(II) hereto which have been registered or acquired by or on behalf of Diitalk and which relate to or are used in connection with Diitalk’s Business;
- (aa) **“Effective Date”** means the date of amalgamation as set forth in the certificate of amalgamation for Amalco;
- (bb) **“Exchange”** means the Canadian Securities Exchange;
- (cc) **“Exchange Ratio”** means the ratio representing the number of Exchange Shares into which each Diitalk Share is exchangeable in accordance with this Agreement, being (i) the number of Exchange Shares, divided by (ii) the number of Diitalk Shares issued and outstanding on the Effective Date other than Dissenting Shares that remain outstanding as at such date.
- (dd) **“Exchange Shares”** means 15,000,000 PPK Shares less, if applicable, the product obtained by multiplying 15,000,000 by the percentage of all Diitalk Shares as at the Diitalk Shareholder Approval Date that are Dissenting Shares;
- (ee) **“Governmental Entity”** means any: (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (ff) **“IFRS”** means the International Financial Reporting Standards, being the International Financial Reporting Standards of accounting, applicable as at the date on which such calculation is made or required to be made in accordance with such standards;
- (gg) **“Intellectual Property”** means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications (the **“Patents”**); (ii) proprietary and non-public business information, including inventions (whether patentable or not) (the **“Inventions”**), 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 (the **“Information”**); (iii) copyrights, copyright registrations and applications for copyright registration (the **“Copyrights”**); (iv) mask works, mask work registrations and applications for mask work registrations (the **“Works”**); (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 (the **“Trademarks”**); (vii) computer systems, software, data and related documentation (the **“Software”**); (viii) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property; (ix) all databases and database layouts (the **“Databases”**); and (x) any other intellectual property and industrial property (the **“Other Property”**);

- (hh) **“Intellectual Property Rights”** means: (a) all common law rights and registrations, pending applications for registration and rights to file applications for Trademarks and Patents, including all rights of priority; (b) all Copyright and other rights and all registrations, pending applications for registration and rights to file applications for the Works; (c) all Patents, pending patent applications and rights to file applications for the Inventions, including all rights of priority and rights in continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents; (d) all rights in the Information; (e) all moral rights or the benefits of all waivers of moral rights if Diitalk is not the author in the Works; (f) all rights in the Other Property; (g) all license and other contractual rights in the foregoing (a) to (f); and (h) all rights to enforce rights and obtain remedies, including compensation for violation, in the foregoing (a) to (f) against third parties, in each case related specifically to Diitalk’s Business;
- (ii) **“Material Adverse Change”** or **“Material Adverse Effect”** means, when used in connection with a company, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company and its subsidiaries, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of the company (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof; (ii) resulting from conditions affecting the healthcare industry generally in jurisdictions in which the company or its subsidiaries carry on business; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere);
- (jj) **“Material Fact”** in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;
- (kk) **“OBCA”** means the *Business Corporations Act* (Ontario), as amended, including the regulations promulgated thereunder;
- (ll) **“Person”** means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (mm) **“Personally Identifiable Information”** means any information that alone or in combination with other information held a person or entity can be used to specifically identify a person including but not limited to a natural person’s name, street address, telephone number, e-mail address, photograph, social insurance number, driver’s license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as “Personally Identifiable Information” under any applicable laws, including, without limiting the generality of the foregoing, User Data;
- (nn) **“PPK”** means Prospect Park Capital Corp., a corporation existing under the laws of Ontario;
- (oo) **“PPK Broker Warrants”** means 1,565,724 broker warrants outstanding as at the date hereof, each exercisable to acquire one PPK Share;
- (pp) **“PPK’s Business”** means a publicly listed investment company;
- (qq) **“PPK’ Financial Statements”** means the audited consolidated financial statements of PPK most recently filed on SEDAR;
- (rr) **“PPK Options”** means the 95,088 incentive stock options outstanding as at the date hereof, each exercisable to acquire one PPK Share;

- (ss) **“PPK Replacement Warrants”** means warrants to acquire PPK Shares to be issued to former holders of Diitalk Warrants, which warrants will be substantially on the same terms and conditions as the Diitalk Warrants except for the right to receive such number of PPK Shares determined with reference to the Exchange Ratio in lieu of Diitalk Shares upon, among other things, payment of the applicable exercise price, which exercise price shall also be adjusted by multiplying the exercise price of the Diitalk Warrants by the Exchange Ratio;
- (tt) **“PPK Securities”** means, collectively, the PPK Shares, PPK Warrants, PPK Broker Warrants, and PPK Options;
- (uu) **“PPK Shares”** means the common shares in the capital of PPK of which 32,347,074 are issued and outstanding as at the date hereof;
- (vv) **“PPK Sub”** means PPK Acquisition Corp., a corporation existing under the laws of the Province of British Columbia;
- (ww) **“PPK Sub Shareholder”** means the shareholders of the PPK Sub Shares;
- (xx) **“PPK Sub Shares”** means the common shares in the capital of PPK Sub;
- (yy) **“PPK Warrants”** means the 7,631,139 warrants outstanding as at the date hereof, each exercisable to acquire one PPK Share;
- (zz) **“Proposed Transaction”** means the completion of the Amalgamation as contemplated herein, together with receipts by PPK of all required regulatory approvals;
- (aaa) **“Public Record”** means all information filed with the securities commissions, including without limitation, the documents and any other information filed with any securities commissions in compliance, or intended compliance, with any Applicable Securities Laws;
- (bbb) **“Services”** means the services provided by Diitalk including, without limitation, the provision of a rewards-based communication platform and services in connection therewith, including, without limitation, VOIP calling, SMS messaging, analytics engine, mobile apps and add engines;
- (ccc) **“Site Content and Technology”** means all material aspects and components of the Sites, including all Content, Technology, and Intellectual Property Rights incorporated in, distributed through, used in connection with, or otherwise relating to such Sites, which have been developed or acquired by, or are otherwise owned by, Diitalk;
- (ddd) **“Sites”** means (i) the websites located at each of the URLs listed in Schedule 4.11.1(II) hereto or any sub-domains thereof (whether actually located at such domain names, sub-domains or URLs or masked to appear to be so located), including the Domain Names and all Content incorporated in, displayed on, accessible or distributed through such websites, as well as any other Internet pages through which Diitalk distributes any such Content in association with Diitalk’s Intellectual Property Rights; (ii) all derivative, localized, international, beta, predecessor and successor versions of the foregoing websites; (iii) all hardware, Software, equipment, systems and other technology incorporated in or used in connection with the development, testing, operation, maintenance or enhancement of the foregoing websites; and (iv) all data generated by the site or collected in connection with the operation of the foregoing websites, including User Data;
- (eee) **“Software”** means the software and databases owned or licensed by Diitalk, including such software that is resident on or physically embedded in Diitalk’s Assets and any additions and/or enhancements to such software or functionally superior replacements to such software effected by Diitalk prior to the Closing Date;

- (fff) “**Tax Act**” means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto. Any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (ggg) “**Tax Laws**” shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto; and
- (hhh) “**Third Party**” means any Person other than the parties to this Agreement;
- (iii) “**URL**” means a universal resource locator, which designates a unique Internet protocol address for locating and accessing an Internet website, page, or location within a website or page;
- (jjj) “**User Data**” means all statistics, information and data collected by or on behalf of Diitalk from or relating to any users of the Sites, including: (a) name, address, e-mail address, telephone number, and any other personal, demographic or financial information relating to such user; and (b) all statistics, information or data relating to the access, use or activities of users of the Services, including any information relating to the number or frequency of visits, nature and duration of the activities of users on the site, and the purchase of goods or services by users;
- (kkk) “**U.S. AI Supporting Documents**” has the meaning set out in Section 3.4 of this Agreement;
- (lll) “**U.S. Holder**” has the meaning set out in Section 3.4 of this Agreement;
- (mmm) “**U.S. Person**” has the meaning set out in Regulation S under the U.S. Securities Act; and
- (nnn) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and vice versa, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. The following Schedule is attached hereto:

Schedule 1.1(p)	Diitalk Assets
Schedule 2.4	Amalgamation Application
Schedule 2.6	Articles of Amalco
Schedule 4.1(g)	Taxes
Schedule 4.1(n)	Indebtedness
Schedule 4.1(u)	Material Agreements
Schedule 4.11.1(II)	Intellectual Property
Schedule 4.1(tt)	Employment Matters

1.7 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with IFRS.

## ARTICLE II AMALGAMATION

2.1 **Agreement to Amalgamate.** The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of section Division 3 of Part 9 of the BCBCA as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.2 **Name.** The name of the amalgamated corporation shall be “Diitalk Communications Inc.”, or such other name as may be accepted by the relevant regulatory authorities and approved by the directors (“**Amalco**”).

2.3 **Registered Office.** The registered office of Amalco shall be 10<sup>th</sup> Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5.

2.4 **Amalgamation Application.** The amalgamation application shall be in the form set out in Schedule 2.4.

2.5 **Initial Directors.** The first directors of Amalco shall be the persons whose name and residential address appears below:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Toby Pierce	2158 W 3rd Ave, Vancouver BC V6K 1L1	Yes
Anthony Zelen	1406 Mine Hill Lane, Kelowna, BC V1P 1S5	Yes
David Weinkauff	192 Sierra Morena Landing SW, Calgary, AB T3H 4K4	Yes

Such director shall hold office until the next annual meeting of shareholders of Amalco or until his successor is elected or appointed.

2.6 **Articles.** The articles of Amalco, until repealed, amended or altered, shall be in the form set out in Schedule 2.6.

2.7 **Filing of Documents.** Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the BCBCA, the Amalgamating Corporations shall jointly file with the Director articles of amalgamation and such other documents as may be required.

2.8 **Stated Capital.** The stated capital of Amalco, immediately after the amalgamation becomes effective shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

## ARTICLE III ISSUANCE OF SECURITIES

3.1 **Issuance of Shares.** In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein, on the Effective Date:

- (a) the Diitalk Shares (other than those held by any Dissenting Shareholder) issued and outstanding shall be exchanged for fully paid and non-assessable Exchange Shares free and clear of any and all encumbrances, liens, charges, demands if any kind and nature, and thereafter all of the Diitalk Shares shall be cancelled without any repayment of capital in respect thereof;
- (b) each PPK Sub Share issued and outstanding shall be exchanged for one fully paid and non-assessable Amalco Share, and thereafter all PPK Subco Shares shall be cancelled without any repayment of capital in respect thereof;
- (c) in consideration of the issuance of Exchange Shares pursuant to Section 3.1(a), Amalco shall issue to PPK one Amalco Share for each Exchange Share issued;

- (d) PPK shall add to the stated capital maintained in respect of the PPK Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the Diitalk Shares immediately prior to the Amalgamation (less the paid-up capital of any Diitalk Shares held by Dissenting Shareholders who do not exchange their Diitalk Shares for Exchange Shares on the Amalgamation);
- (e) Amalco shall add to the stated capital maintained in respect of the Alamco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the Tax Act of the PPK Subco Shares and Diitalk Shares immediately prior to the amalgamation;
- (f) each Dissenting Shareholder shall cease to have any rights as a shareholder other than the right to be paid the fair value of the Diitalk Shares held by the Dissenting Shareholder in accordance with Section 237 to 247 of the BCBCA;
- (g) each holder of Diitalk Warrants shall receive such number of PPK Replacement Warrants for each Diitalk Warrant determined with regard to the Exchange Ratio, following which all such Diitalk Warrants shall be cancelled, which PPK Replacement Warrants shall be exercisable for PPK Shares and shall have an exercise price of \$0.25 per share; and
- (h) the holders of Diitalk Shares need not surrender certificates representing such securities in order to receive the aforementioned replacement securities. Instead, following completion of the Amalgamation, PPK Shares will be issued to each registered holder of Diitalk Shares (and if applicable, delivery by such registered holder to any underlying beneficial holder) and any outstanding certificates representing Diitalk Shares will be deemed to be null and void.

3.2 **Fractional Shares.** No fractional securities shall be issued by PPK pursuant to Section 3.1. In lieu of any fractional entitlement, the number of Exchange Shares to be issued to each former Diitalk Shareholder shall be rounded up to the next greater whole number of Exchange Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Exchange Shares if the fractional entitlement is less than 0.5.

3.3 **Exchange Conditions or Restrictions.** The parties acknowledge and agree that the Exchange may impose extended hold periods or escrow imposed in respect of the Exchange Shares issued to the Diitalk Shareholders in connection with this Agreement and the transactions contemplated hereby.

3.4 **Accredited Investor Status of U.S. Holders.** Each holder of Diitalk Shares or Diitalk Warrants who is resident in the United States or otherwise a “U.S. Person”, is in the United States, or consents to the Amalgamation from within the United States (in each case, a “**U.S. Holder**”), will, as a condition of receiving Exchange Shares or PPK Replacement Warrants as applicable, upon completion of the Amalgamation, be required to deliver a certificate in a form satisfactory to PPK and Diitalk as to their status as a U.S. Accredited Investor, together with any supporting information as reasonably requested by PPK or Diitalk in order to confirm their status or information regarding the availability of an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of such securities of PPK to such holder (collectively, the “**U.S. AI Supporting Documents**”) and any certificate representing such securities delivered to such holder including, without limitation, Exchange Shares or, PPK Replacement Warrants issued to a U.S. Holder shall bear a U.S. legend substantially in the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (I) RULE 144A OF THE U.S. SECURITIES ACT, IF



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

All PPK Replacement Warrants issued to a U.S. Holder will also bear the following legend:

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

3.5 **Dissent for PPK Sub Shareholder.** The PPK Sub Shareholder may exercise Dissent Rights in respect of the Amalgamation pursuant to, in the manner set forth in, and in strict compliance with Section 242 of the BCBCA. PPK, being the sole PPK Sub Shareholder and having full notice and knowledge of the Dissent Rights and the details of the Amalgamation, hereby waives its Dissent Rights in respect of the Amalgamation in accordance with Section 239 of the BCBCA.

3.6 **Dissent for Diitalk Shareholders.** The Diitalk Shareholders may exercise Dissent Rights in respect of the Amalgamation pursuant to, in the manner set forth in, and in strict compliance with Section 242 of the BCBCA. The Diitalk Shareholders who duly exercise their Dissent Rights with respect to their Diitalk Shares shall:

- (a) if they are ultimately entitled to be and are paid fair value for their Dissenting Shares, be deemed to have transferred their Dissenting Shares to Diitalk immediately prior to the Effective Time for cancellation without any repayment of capital in respect thereof and the certificates representing same shall cease to represent any right or claim of any nature or kind; or
- (b) if they are not ultimately entitled, for any reason, to be paid fair value for their Dissenting Shares, be deemed to have participated in the Amalgamation on the same basis as a Diitalk Shareholder who did not exercise the Dissent Rights, and shall receive Exchange Shares in exchange for their Diitalk Shares on the same basis as every other Diitalk Shareholder in accordance with subsection 3.1(a),

always provided that in no case shall PPK or Amalco be required to recognize such persons as holding Diitalk Shares at or after the Effective Time.

Diitalk shall provide prompt notice to PPK of any Diitalk Shareholder's exercise or purported exercise of Dissent Rights.

In no circumstances shall PPK, Diitalk or any other person be required to recognize a person exercising Dissent Rights unless such person is a registered holder of those Diitalk Shares in respect of which such rights are sought to be exercised. For greater certainty, in no case shall PPK, Diitalk or any other person be required to recognize Dissenting Shareholders as holders of Diitalk Shares after the Effective Time, and the names of such Dissenting Shareholders shall be deleted from the register of Diitalk Shareholders as of the Effective Time. In addition to any

other restrictions under the BCBCA, Diitalk Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the special resolution approving this Agreement shall not be entitled to exercise Dissent Rights.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

4.1 **Representations and Warranties of Diitalk.** Diitalk represents and warrants as at the date of this Agreement to and in favour of PPK as follows, and acknowledges that PPK is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Diitalk is a corporation duly existing under the laws of British Columbia and is a valid and subsisting corporation under the BCBCA and is in compliance, in all material respects, with the requirements of the BCBCA, and has all requisite power and authority to carry on its business and to carry out the provisions hereof;
- (b) Diitalk does not have any subsidiaries;
- (c) Diitalk has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth;
- (d) the authorized capital of Diitalk consists of an unlimited number of Class A Common Shares, without par value, and an unlimited number of Class B Preferred Shares without par value, of which 75,321,388.33 Diitalk Shares and no Class B Preferred Shares are outstanding as at the date hereof;
- (e) except for Diitalk Warrants exercisable for up to 3,096,834 Diitalk Shares, no Person has any agreement, option or right, understanding, warrant call, conversion right, commitment or right or privilege of any kind to acquire or capable of becoming an agreement for the allotment, purchase or acquisition of any of the unissued share capital of Diitalk, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of Diitalk;
- (f) Diitalk has not incurred any legal liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement;
- (g) except as set out in Schedule 4.1(g), Diitalk is not liable, in any material respects, for any foreign or Canadian federal, provincial, municipal or local taxes, assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved;
- (h) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Diitalk, pending or threatened against or relating to Diitalk, or affecting the assets of Diitalk which if determined adversely to Diitalk might have or might reasonably be expected to have a Material Adverse Effect on the properties, business, future prospects or the financial condition of Diitalk and there is no circumstance, matter or thing known to Diitalk which might give rise to any such proceeding or to any governmental investigation relative to Diitalk and there is not outstanding against Diitalk any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator;
- (i) Diitalk is a taxable Canadian corporation as defined in the Tax Act and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax

assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by Diitalk, in all material respects. Diitalk is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and Diitalk has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;

- (j) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Diitalk in connection with the execution and delivery of this Agreement by Diitalk, the performance of its obligations hereunder or the consummation by Diitalk of the transactions contemplated hereby, other than: (a) the approval of the Amalgamation and the Amalgamation Agreement by the shareholders of Diitalk and the approval of the Amalgamation by the Director; (b) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; (c) any filings with the Director; and (d) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Diitalk or prevent or materially impair Diitalk's ability to perform its obligations hereunder;
- (k) since August 31, 2018, other than as disclosed in Diitalk's Financial Statements, there has not been any Material Adverse Change in the condition or operation of Diitalk or in its respective assets, liabilities or financial condition;
- (l) Diitalk's Financial Statements, are true and correct and present fairly, in all material respects, the financial position of Diitalk, as at such dates and the results of its operations and changes in financial position for the periods indicated in the said statements, and have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods;
- (m) there is no pending disagreement between Diitalk and its auditors which could materially affect the financial situation of Diitalk;
- (n) except as set out in Schedule 4.1(n), and other than amounts owing to reimburse individuals for business expenses incurred in the ordinary course of business and approved on behalf of Diitalk and remuneration for services in the ordinary course of business, Diitalk is not indebted to:
  - (i) any director, officer, employee or shareholder of Diitalk; or
  - (ii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsection 4.1(n)(i) hereof;
- (o) none of those Persons referred to in subsections 4.1(n)(i) or 4.1(n)(ii) hereof is indebted to Diitalk;
- (p) to the best of the knowledge of Diitalk (after due inquiry), none of the proposed directors or officers of Diitalk is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere;
- (q) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from Diitalk of any of its assets;

- (r) the entering into and performance of this Agreement and the transactions contemplated therein by Diitalk will not violate:
  - (i) the constating documents or by-laws of Diitalk;
  - (ii) any material agreement to which Diitalk is a party, and will not give any Person any right to terminate or cancel any material agreement or any right enjoyed by Diitalk because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against Diitalk, or any of their respective assets; or
  - (iii) any statute, regulation, by-law, order, judgment or decree by which Diitalk is bound, except for such violations which would not have a Material Adverse Effect on the financial condition, assets or affairs of Diitalk;
- (s) Diitalk is not a party to any loan agreement, credit agreement, hypothec agreement or other agreement of the same nature, other than as disclosed in Diitalk's Financial Statements;
- (t) except as set out in Schedule 4.1(n) or in Diitalk's Financial Statements, Diitalk has no material liabilities, contingent or otherwise, or, thereafter, incurred in the ordinary course of business, and except in the ordinary course of business, Diitalk has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person;
- (u) Schedule 4.1(u) contains a list of all material contracts, agreements and commitments (whether written or oral) to which Diitalk is a party, and all of such material contracts, agreements and commitments are in full force and effect and Diitalk is not and will not be at Closing, in default under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived in writing by the other party to such contract, agreement or commitment;
- (v) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of Diitalk under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.1(u) hereof;
- (w) the corporate records and minute books of Diitalk contain, in all material respects, complete and accurate minutes of all material decisions made at any meeting of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;
- (x) Diitalk is duly licensed, registered and qualified, in all material respects, and possesses all material certificates, authorizations, permits or licences issued by the appropriate regulatory authorities in the jurisdictions necessary to enable its business to be carried on as now conducted and to enable its property and assets to be owned, leased and operated as they are now, and all such licences, registrations and qualifications are in good standing, in all material respects and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on the business of Diitalk, as now conducted;
- (y) any and all operations of Diitalk, including, without limitation, Diitalk's Business, and to the best of Diitalk's knowledge, any and all operations by third parties on or in respect of the assets and properties of Diitalk, have been conducted in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities except where the failure to so conduct the operations would not have a Material Adverse Effect on Diitalk;

- (z) in respect of the assets and properties of Diitalk that are operated by it, if any, Diitalk holds all valid licenses, permits and similar rights and privileges that are required and necessary under applicable law to operate the assets and properties of Diitalk as presently operated except where the failure to hold such licenses, permits and similar rights would not have a Material Adverse Effect on Diitalk;
- (aa) to the best of the knowledge, information and belief of Diitalk, after due inquiry, the activities and operations of Diitalk and all of its respective directors, officers, agents, employees, affiliates or Persons acting on behalf of any such Persons, are and have been conducted at all times in compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency to which they are subject (collectively, the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Entity or any arbitrator involving Diitalk with respect to the Anti-Money Laundering Laws is, to the knowledge of Diitalk, pending or threatened;
- (bb) to the best of the knowledge, information and belief of Diitalk, after due inquiry, Diitalk has not, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property of Diitalk or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or any official of any public international organization; or (ii) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the Canada Corruption of *Foreign Public Officials Act* (Canada), *U.S. Foreign Corrupt Practices Act of 1977*, the *Proceeds of Crime* (Money Laundering) and the *Terrorist Financing Act* (Canada), or Title 18 United States Code Section 1956 and 1957 (U.S.), or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Diitalk and its operations, and Diitalk has instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such laws; and the operations of the Diitalk are and have been conducted at all times in compliance, in all material respects, with such laws and no suit, action or proceeding by or before any governmental authority or any arbitrator involving Diitalk with respect to such legislation is in progress, pending or, to the knowledge of Diitalk, threatened;
- (cc) to the best of the knowledge of Diitalk, there does not currently exist any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of Diitalk;
- (dd) Diitalk has provided PPK with copies of all material agreements, other than any agreements in the ordinary course of business, with any officer, director, employee, shareholder or any other Person not dealing at Arm’s Length with Diitalk and Diitalk has no benefit plans, bonus plans or deferred compensation plans;
- (ee) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of Diitalk and this Agreement constitutes a valid and binding obligation of Diitalk enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction and no other corporate proceedings on its part are required to authorize this Agreement, other than the approval by special resolution of the shareholders of Diitalk of the Amalgamation and this Agreement;
- (ff) the board of directors of Diitalk has endorsed the Amalgamation and approved this Agreement, has determined that the Amalgamation and this Agreement are in the best interests of Diitalk and

its shareholders, and have resolved to recommend approval of the Amalgamation by applicable shareholders;

- (gg) no consents, registrations, approvals, permits, waivers or authorizations are required to be obtained by Diitalk from, any governmental or regulatory authority in connection with the execution and delivery of this Agreement by Diitalk and the consummation of the transactions contemplated herein by Diitalk, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on the consolidated financial condition of Diitalk, or could prevent, materially delay or materially burden the transactions contemplated herein;
- (hh) Diitalk is not a “reporting issuer” in any jurisdiction of Canada, and is not subject to any regulatory decision or order prohibiting or restricting trading in any of its securities;
- (ii) no cease trade order has been issued against Diitalk or the Diitalk Shares in any jurisdiction, and to the knowledge of Diitalk, no cease trade order is pending or threatened;
- (jj) Diitalk has no reasonable grounds for believing that a creditor of Diitalk will be prejudiced by the Amalgamation;
- (kk) Diitalk is conducting Diitalk’s Business in compliance with all applicable laws;
- (ll) Schedule 4.1(ll) sets out all registered or pending Intellectual Property and Intellectual Property Rights (including particulars of registrations or applications for registration) and all licenses, registered user agreements and other contracts which comprise or relate to Intellectual Property. The Intellectual Property comprises, without limitation, all Trademarks, Software, Sites, Site Content and Technology, Domain Names, Databases, Works, Inventions, Designs, Information and Other Property necessary to conduct Diitalk’s Business as currently conducted by Diitalk, without any conflict with, or infringement of, in any material respect, the Intellectual Property Rights of others. Diitalk owns, free and clear of any liens or encumbrances, or possesses sufficient legal rights to use, all Intellectual Property used by it in connection with Diitalk’s Business. Diitalk has not granted to any person any interest in or right to use all or any portion of the Intellectual Property. Diitalk’s conduct of Diitalk’s Business does not infringe upon the industrial or Intellectual Property Rights, domestic or foreign, of any other person. Diitalk has provided to PPK a true and complete copy of all contracts and amendments thereto which comprise or relate to the Intellectual Property;
- (mm) Diitalk has not received any communications alleging that they have violated or, by conducting their business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, rights of privacy, rights in personal data, moral rights, trade secrets or other proprietary rights or processes of any other person or entity. To the best of Diitalk’s knowledge, no product or service marketed or sold (or presently contemplated to be marketed or sold) by Diitalk violate any license to which they are a party or infringes any Intellectual Property Rights of any other person or entity. No claim is pending or, to Diitalk’s knowledge, threatened to the effect that any operations of Diitalk infringe upon or conflict with the asserted rights of any other person to any Intellectual Property and, to Diitalk’s knowledge, there is no basis for any such claim (whether or not pending or threatened);
- (nn) Diitalk is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee’s best efforts to promote the interest of Diitalk or that would conflict with Diitalk’s Business. Neither the execution or delivery of this Agreement, nor the carrying on of the Diitalk Business by the employees of Diitalk, nor the conduct of Diitalk’s Business as proposed, will, to Diitalk’s knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated;

- (oo) all persons then involved in the development of the Diitalk's owned Intellectual Property were at all times employees, consultants or independent contractors of Diitalk and, for greater certainty, Diitalk owns the Intellectual Property arising from their work. All persons involved in the development of Diitalk's owned Intellectual Property will be employees, consultants or independent contractors of Diitalk, and Diitalk will own all such Intellectual Property arising from their work. Diitalk does not believe it is or will be necessary to use any inventions of any of its employees (or persons it currently intends to hire) made prior to their employment by Diitalk;
- (pp) Diitalk owns or has been granted all necessary rights (including Intellectual Property Rights) in and to all Site Content and Technology to develop, test, operate, maintain, market, promote, distribute and enhance the Sites (including all Site Content and Technology) and to otherwise carry on Diitalk's Business as presently conducted by Diitalk, free of any restrictions or liens or encumbrances or obligation to make payment to any other person;
- (qq) the Diitalk and its employees, have: (i) complied at all times and in all material respects with all applicable privacy laws and regulations and contractual obligations regarding the collection, processing, disclosure and use of all data consisting of Personally Identifiable Information that is, or is capable of being, associated with specific individuals; (ii) complied in all material respects with Diitalk's privacy policies with respect to Personally Identifiable Information; and (iii) taken all appropriate and industry standard measures to protect from unauthorized disclosure any Personally Identifiable Information that Diitalk has collected or otherwise acquired. No person has made a claim in writing to Diitalk or any governmental authority that Diitalk has violated any applicable privacy laws, consumer protection legislation, regulations or other legal requirements or any contractual obligations regarding the collection, processing, disclosure and use of all data consisting of Personally Identifiable Information;
- (rr) Diitalk is and has been in material compliance with all applicable laws relating to employment and labour matters, including any provision thereof relating to wages, hours of work, vacation pay, pay equity, employment equity, overtime pay, occupational health and safety, workers' compensation, human rights and freedoms and conditions of employment and there are no outstanding claims, complaints, investigations or orders under any such laws. Except as set out in Schedule 4.1(g), Diitalk has withheld all amounts required by Law to be withheld from payments made to employees, contractors and consultants, including without limitation, those with respect to income tax withholdings, Canada Pension Plan contributions and employment or unemployment insurance premiums and remittances, and Diitalk has remitted such amounts to the appropriate governmental authority within the times required by law;
- (ss) Furthermore:
  - (i) there is no collective agreement in force with respect to the employees of Diitalk, no collective agreement is currently being negotiated by Diitalk, no union or employee bargaining agent holds bargaining rights with respect to any employees of Diitalk, and there are no current or threatened attempts to organize or establish any trade union or employee association with respect to Diitalk;
  - (ii) Diitalk is not engaged in any unfair labour practice, as defined by any applicable labour law. There is no unfair labour practice complaint, grievance or arbitration proceeding pending or threatened against Diitalk and there is no labour strike, slow down, work stoppage or lockout in effect or threatened against Diitalk;
  - (iii) except as set out in Schedule 4.1(n), all amounts owing to current and former employees of Diitalk for all salary, wages, overtime, bonuses, commissions, profit sharing, vacation pay, or other employee benefits have been paid or, if accrued but not yet owing and payable as of the close of business on the day immediately preceding the Closing Date;

- (iv) there are no pending claims against Diitalk for wrongful dismissal, constructive dismissal or any other claim, grievance, complaint or litigation relating to employment, discrimination or termination of employment of any of its employees or former employees or relating to any failure to hire a candidate for employment or any claim, grievance, complaint or litigation relating to harassment of any employee or former employee;
- (v) Diitalk has paid in full all amounts owing under the *Workplace Safety and Insurance Act* (British Columbia ) or comparable provincial legislation in other relevant jurisdictions, and there are no circumstances, related to the workers' compensation claims experience of Diitalk, which would permit or require a reassessment, penalty, surcharge or other additional payment under such legislation; and
- (vi) there is no order pursuant to any law requiring Diitalk to take any action or refrain from taking any action in respect of any employee or former employee of Diitalk.
- (tt) Schedule 4.1(tt) contains a correct and complete list of each current director, officer, employee, independent contractor and consultants (including brokers and advisors) of Diitalk, actively at work, listed by their name, including their title, description of role, salaries, wage rates, commissions and consulting fees, bonus arrangements, profit sharing, benefits, positions, status as full-time or part-time employees, length of service and information as to whether any such is or on a leave of absence with the reasons for any leave of absence and expected return to work date. Schedule 4.1(tt) also contains a list (if any) of all employment agreements and all service agreements between Diitalk and its employees, directors, officers, independent contractors and consultants (including brokers and advisors) as the case may be, as well as all confidentiality agreements, change of control agreements, retention agreements or similar agreements.

4.2 **Representations and Warranties of PPK.** PPK represents and warrants as at the date of this Agreement to and in favour of Diitalk as follows, and acknowledges that Diitalk is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) PPK is a corporation duly existing under the laws of the Province of Ontario and is a valid and subsisting corporation under the OBCA and is in compliance, in all material respects, with the requirements of the OBCA and has all requisite power and authority to carry on its business and to carry out the provisions hereof;
- (b) PPK has no subsidiaries, other than PPK Sub;
- (c) PPK is a "reporting issuer" as that term is defined under Applicable Securities Laws in each of the provinces of Alberta, British Columbia and Ontario and is not in default of the requirements of the Applicable Securities Laws in such jurisdictions;
- (d) PPK is in material compliance with all of its obligations as a reporting issuer in the jurisdictions where it is a reporting issuer, including those imposed pursuant to Applicable Securities Laws, and the regulations and policies thereunder;
- (e) no cease trade order is currently issued against PPK or the PPK Shares in any jurisdiction, and, to the knowledge of PPK, no cease trade order is pending or threatened;
- (f) PPK has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth;
- (g) the authorized capital of PPK consists of an unlimited number of common shares, without nominal or par value, of which 32,347,074 PPK Shares are issued and outstanding and all such shares are validly issued and outstanding as fully paid and non-assessable shares;



- (h) other than the PPK Options, the PPK Warrants the PPK Broker Warrants, no Person has any agreement, option or right, understanding, warrant call, conversion right, commitment or right or privilege of any kind to acquire or capable of becoming an agreement for the allotment, purchase or acquisition of any of the unissued share capital of PPK, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of PPK, other than the PPK Options, the PPK Warrants the PPK Broker Warrants;
- (i) PPK has not incurred any legal liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement;
- (j) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of PPK, pending or threatened against or relating to PPK or affecting the assets of PPK which if determined adversely to PPK might have or might reasonably be expected to have a Material Adverse Effect on the properties, business, future prospects or the financial condition of PPK and there is no circumstance, matter or thing known to PPK which might give rise to any such proceeding or to any governmental investigation relative to PPK and there is not outstanding against PPK any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator;
- (k) PPK is a taxable Canadian corporation as defined in the Tax Act and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved against. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by PPK, in all material respects. PPK is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and PPK has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;
- (l) the entering into and performance of this Agreement and the transactions contemplated herein by PPK will not violate:
  - (i) the constating documents or by-laws of PPK;
  - (ii) any agreement to which PPK is a party and will not give any Person any right to terminate or cancel any agreement or any right enjoyed by PPK because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against PPK or the assets of PPK; or
  - (iii) any statute, regulation, by-law, order, judgment, or decree by which PPK is bound, except for such violations which would not have a Material Adverse Effect on the financial condition, assets or affairs of PPK;
- (m) there is no pending disagreement between PPK and its auditors which could materially affect the financial condition of PPK;
- (n) other than as disclosed in the Public Record, since September 30, 2020, there has not been any Material Adverse Change in the condition or operation of PPK or in its assets, liabilities or financial condition;

- (o) PPK' Financial Statements, are true and correct and present fairly, in all material respects, the financial position of PPK as at such dates and the results of its operations and changes in financial position for the periods indicated in the said statements, and have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods;
- (p) PPK has no material liabilities, contingent or otherwise, except those set out in PPK's Financial Statements or otherwise disclosed in the Public Record, or, thereafter, incurred in the ordinary course of business, and except in the ordinary course of business, PPK has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person;
- (q) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from PPK of any of its assets;
- (r) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of PPK and this Agreement constitutes a valid and binding obligation of PPK enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction and no other corporate proceedings on its part are required to authorize this Agreement;
- (s) the board of directors of PPK entitled to vote have endorsed the Amalgamation and approved this Agreement, have determined that the Amalgamation and this Agreement are in the best interests of PPK and its shareholders, and have resolved to recommend approval of the Amalgamation by applicable shareholders;
- (t) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to PPK in connection with the execution and delivery of this Agreement by PPK, the performance of its obligations hereunder or the consummation by PPK of the transactions contemplated hereby other than: (a) the approval of the Amalgamation and the Amalgamation Agreement by the shareholders of PPK Sub; (b) the approval of the Amalgamation by the Director; (c) the approval of the Amalgamation by the Exchange, if applicable; (d) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; (e) any filings with the Director; and (f) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on PPK or prevent or materially impair PPK' ability to perform its obligations hereunder;
- (u) the documents filed under the Public Record complied in all material respects with Applicable Securities Laws in the jurisdictions they were filed at the time they were filed, and PPK has not filed any confidential filings with any securities authorities which continue to be confidential;
- (v) there is no "material fact" or "material change" (as those terms are defined in Applicable Securities Laws) in the affairs of PPK that has not been generally disclosed to the public;
- (w) the Public Record discloses all material contracts, agreements and commitments (whether written or oral) to which PPK is a party, and all of such material contracts, agreements and commitments are in full force and effect and PPK is not and will not be at Closing, in default under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived in writing by the other party to such contract, agreement or commitment;

- (x) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of PPK under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.2(y) hereof;
- (y) the corporate records and minute books of PPK contain, in all material respects, complete and accurate minutes of all material decisions made at any meeting of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;
- (z) to the best of the knowledge of PPK, there does not currently exist any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of PPK;
- (aa) PPK has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities legislation or otherwise, with the applicable securities commissions (the “**Disclosure Documents**”). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the Applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a Material Fact or omitted to state a Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (bb) PPK has no reasonable grounds for believing that a creditor of PPK will be prejudiced by the Amalgamation; and
- (cc) Computershare Investor Services Inc. has been duly appointed as the registrar and transfer agent of PPK.

## ARTICLE V COVENANTS

5.1 **General Covenants of PPK.** PPK covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
  - (i) approve this Agreement and the Amalgamation; and
  - (ii) approve such actions as the other parties hereto may determine to be necessary or desirable for the purposes hereof;
- (b) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers as a group and to maintain its business relationships;
- (c) give its consent (and provide such other reasonable assurances as may be required) and use its commercially reasonable efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;

- (d) upon PPK receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the counsel for Diitalk;
- (e) in consultation with Diitalk and its counsel, forthwith use its commercially reasonable efforts to obtain all necessary regulatory approvals, and if deemed necessary in consultation with the Exchange, to make application to the Exchange for listing the Exchange Shares on the Exchange following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (f) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (g) use its reasonable commercial efforts to maintain its status as a reporting issuer in Alberta, British Columbia and Ontario;
- (h) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with this Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with this Amalgamation;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by PPK of its obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (i) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which PPK may become liable on or after the Closing Date, except as set out in PPK's Financial Statements or otherwise disclosed in the Public Record and except for those public company and transactional costs incurred prior to Closing;
- (j) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an

extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency; and

- (k) neither declare nor pay any dividends or other distributions or returns of capital on PPK Shares from the date of this Agreement until the Closing Date without the prior consent of Diitalk, acting reasonably.

5.2 **General Covenants of Diitalk.** Diitalk covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
  - (i) approve this Agreement and the Amalgamation;
  - (ii) obtain the requisite approval of the Amalgamation from the Diitalk Shareholders on or before the Termination Date (the “**Diitalk Shareholder Approval Date**”); and
  - (iii) approve such actions as PPK may determine to be necessary or desirable for the purposes hereof;
- (b) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain its business relationships;
- (c) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (d) upon Diitalk receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for PPK;
- (e) in consultation with PPK and its counsel, forthwith use its commercially reasonable efforts to assist PPK in meeting its obligations pursuant to Section 5.1 hereof;
- (f) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (g) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the amalgamation

and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;

- (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by Diitalk of its obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (h) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Diitalk may become liable on or after the Closing Date, except as set out in Diitalk's Financial Statements and except for those costs in the ordinary course of business and transactional costs incurred prior to Closing;
  - (i) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;
  - (j) not issue or grant any additional securities of Diitalk, including, without limitation, any Diitalk Shares, Diitalk Warrants, or securities convertible or exchangeable into any of the foregoing, except any Diitalk Shares issued upon the due exercise of Diitalk Warrants outstanding as at the date hereof, which Diitalk Shares shall be taken into account when determining the "Exchange Ratio" in accordance with the terms hereof; and
  - (j) neither declare nor pay any dividends or other distributions or returns of capital on Diitalk Shares from the date of this Agreement until the Closing Date without the prior written consent of PPK.

## ARTICLE VI CONDITIONS TO CLOSING

6.1 **Conditions Precedent to Obligations of Diitalk.** The obligations of Diitalk to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Diitalk and may be waived by Diitalk in whole or in part on or before the Closing Date):

- (a) Diitalk shall on or before the Closing Date have received from PPK all documents and instruments as Diitalk may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations and warranties of PPK made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Diitalk shall have received certificates dated as at the Closing Date in form satisfactory to Diitalk and their solicitors, acting reasonably, signed by a senior officer or director of PPK on behalf of PPK, certifying the truth and

correctness in all material respects of the representations and warranties of PPK set out in this Agreement;

- (c) PPK will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;
- (d) at the Closing Date, there shall have been no change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of PPK from that shown on or reflected in PPK's Financial Statements or otherwise disclosed in the Public Record which would constitute a Material Adverse Effect;
- (e) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by PPK in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, or from the shareholders of Diitalk, if necessary, shall have been obtained on or before the Closing Date;
- (f) PPK shall be a reporting issuer in good standing in the provinces of Alberta, British Columbia and Ontario and neither PPK nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (g) upon Closing, all regulatory requirements shall have been or are capable of being satisfied, including approval, if necessary, of the Exchange for the Amalgamation;
- (h) PPK shall deliver, or cause to be delivered to Diitalk on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Diitalk or its solicitors, acting reasonably, to give full effect to this Agreement;
- (i) at or prior to Closing, PPK shall have filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax installments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at such time. All such tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of Diitalk in the relevant period and the liability of PPK for the collection, payment and remittance of tax under applicable Tax Laws;
- (j) within three business days of the date of this Agreement, PPK shall make a cash payment to Diitalk, by wire transfer, bank draft or by certified cheque, in the amount of \$50,000.00 (the "**Deposit**"); and
- (k) neither PPK nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction.

6.2 **Conditions Precedent to Obligations of PPK.** The obligation of PPK to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of PPK and may be waived by PPK in writing, in whole or in part, on or before the Closing Date):

- (a) PPK shall on or before the Closing Date have received from Diitalk all other documents and instruments as PPK may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) upon Closing, Diitalk shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any

taxable year or portion thereof up to and including: (i) August 31, 2020, in the event that Closing is on or before August 31, 2021; or (ii) August 31, 2021, in the event that Closing is after August 31, 2021;

- (c) all of the representations, warranties and covenants of Diitalk made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and PPK shall have received a certificate of Diitalk dated as at the Closing Date in form satisfactory to PPK and its solicitors, acting reasonably, certifying the truth and correctness in all material respects of the representations, warranties and covenants of Diitalk set out in this Agreement;
- (d) Diitalk will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;
- (e) at the Closing Date, there shall have been no change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of the Diitalk from that shown on or reflected in Diitalk's Financial Statements which would constitute a Material Adverse Effect;
- (f) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Diitalk in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing Date;
- (g) upon Closing, all regulatory requirements shall have been or are capable of being satisfied, including, if necessary, approval of the Exchange for the Amalgamation;
- (h) Diitalk shall deliver, or cause to be delivered to PPK on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by PPK or its solicitors, acting reasonably, to give full effect to this Agreement;
- (i) rights of dissent to the Amalgamation pursuant to sections 237-247 of the BCBCA shall not have been exercised, nor shall proceedings have been initiated to exercise such rights by Diitalk Shareholders that exceed 5% of the Diitalk Shares or such other amounts which in the opinion of the board of directors of Diitalk, acting reasonably, may have a Material Adverse Effect upon the business, property or financial condition of PPK or Diitalk;
- (j) neither Diitalk nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (k) Diitalk shall have received the requisite approvals by the Diitalk Shareholders to complete the Amalgamation;
- (l) Diitalk shall not have issued or granted any securities since the date of this Agreement, including, without limitation, any Diitalk Shares, Diitalk Warrants, or securities convertible or exchangeable into any of the foregoing, except any Diitalk Shares issued upon the due exercise of Diitalk Warrants outstanding as at the date hereof, which Diitalk Shares shall be taken into account when determining the "Exchange Ratio" in accordance with the terms hereof; and
- (m) PPK shall have received U.S. AI Supporting Documents from each U.S. Holder in form satisfactory to PPK.



**ARTICLE VII  
AMENDMENT AND TERMINATION OF AGREEMENT**

7.1 **Amendment.** This Agreement may, at any time and from time to time, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of PPK and securityholders of Diitalk without approval by such securityholders of PPK and Diitalk given in the same manner as required for the approval of the Amalgamation.

7.2 **Rights of Termination.** If any of the conditions contained in Article VI shall not be fulfilled or performed by December 31, 2021 (the "**Termination Date**") and such condition is contained in:

- (a) Section 6.1 hereof, Diitalk may terminate this Agreement by notice to PPK; or
- (b) Section 6.2 hereof, PPK may terminate this Agreement by notice to Diitalk.

If this Agreement is terminated as aforesaid, the Deposit shall be immediately returned to PPK without deduction, regardless of which party terminates this Agreement, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition the non-performance of which has caused such party to terminate this Agreement was reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

7.3 **Notice of Unfulfilled Conditions.** If PPK or Diitalk shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, PPK or Diitalk, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

7.4 **Mutual Termination.** This Agreement may, at any time, but no later than the last Business Day immediately preceding the Effective Date, be terminated by mutual agreement of the directors of PPK and Diitalk without further action on the part of the shareholders of PPK or Diitalk, and, if the Amalgamation does not become effective on or before the Termination Date, either PPK or Diitalk may unilaterally terminate this Agreement, which termination will be effective upon a resolution to that effect being passed by its directors and notice thereof being given to the other of them. In the event that this Agreement is terminated as aforesaid, the Deposit shall be immediately returned to PPK without deduction.

7.5 **Return of Deposit Upon Termination.** For clarity and notwithstanding anything to the contrary contained herein, if this Agreement is terminated for any reason whatsoever, the Deposit shall be immediately returned to PPK without deduction.

## ARTICLE VIII GENERAL

8.1 **Stand Still Agreement.** As long as this Agreement is in effect and except as contemplated herein, Diitalk (including its respective directors, officers and agents) will not solicit any discussions, expressions of interest, proposals or accept any offers from any Person relating to a possible merger, amalgamation, arrangement or relating to the sale of substantially all of the shares or assets, or any controlling equity interest of Diitalk (other than as contemplated under this Agreement), as applicable, provided however that the board of directors of Diitalk, as applicable, may take action or refrain from taking action as is appropriate to satisfy applicable fiduciary duties and further provided that Diitalk (including its directors, officers and agents) may solicit and accept offers if the articles of amalgamation are not filed with the Director on or before the Termination Date.

8.2 **Disclosure of Alternative Transaction.** In the event either Diitalk shall receive an unsolicited proposal, offer or expression of interest in connection with any of those matters referred to in Section 8.1 on or before the Termination Date, the recipient of such proposal, offer or expression of interest shall notify PPK and shall provide details of such proposal, offer or expression of interest to PPK.

8.3 **Confidentiality & Public Notices.** Except where compliance with this Section 8.3 would result in a breach of applicable law, notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Diitalk, who when required, shall use its best efforts to provide such authorization and approval to PPK in a timely manner as shall permit compliance by PPK with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. PPK and Diitalk shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the issuance of the Exchange Shares provided for in this Agreement is not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. Diitalk agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to PPK or PPK's Business discovered or acquired by it, its representatives or accountants as a result of PPK making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to PPK or PPK's Business and Diitalk agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. PPK agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Diitalk discovered or acquired by it, its representatives or accountants as a result of Diitalk making available to it any information, books, accounts, records or other data and information relating to Diitalk and PPK agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

8.4 **Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by electronic communication addressed to the recipient as follows:

**To PPK:**

Prospect Park Capital Corp.  
Suite 6000, 1 First Canadian Place  
PO Box 367, 100 King St W  
Toronto, ON M5X 1E2

Attention: James Greig  
Email: james\_greig@hotmail.com

**with a copy to:**

DuMoulin Black LLP  
10<sup>th</sup> Floor, 595 Howe Street  
Vancouver, BC V6C 2T5

Attention: Garrett Lee  
Email: glee@dumoulinblack.com

**To Diitalk:**

Diitalk Communications Inc.  
909 – 938 Howe Street, Vancouver, British Columbia V6Z 1N9  
Attention: Anthony Zelen  
Email: azelen@diitalk.com

**with a copy to:**

Bergerman Smith LLP  
Financial Building  
Suite 800, 230 22nd Street East  
Saskatoon SK S7K 0E9

Attention: Michael Wright  
Email: mwright@bergermanlaw.com

or to such other address or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by email, shall be deemed given and received on the date of such transmission if received during the normal business hours of the recipient and on the next Business Day if it is received after the end of such normal business hours on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or email.

8.5 **Expenses.** Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.6 **Time of the Essence.** Time shall be of the essence hereof.

8.7 **Further Assurances.** The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

8.8 **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the Courts of Ontario in any dispute that may arise hereunder.

8.9 **Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed portable document format (PDF) or other electronic copy of this Agreement shall be effective and valid proof of execution and delivery.

8.10 **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

8.11 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.12 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.13 **Waivers.** The parties hereto may, by written agreement:

- (i) extend the time for the performance of any of the obligations or other acts of the parties hereto;
- (ii) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (iii) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.14 **Form of Documents.** All documents to be executed and delivered by PPK to Diitalk on the Closing Date shall be in form and substance satisfactory to Diitalk acting reasonably. All documents to be executed and delivered by Diitalk to PPK on the Closing Date shall be in a form and substance satisfactory to PPK, acting reasonably.

8.15 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty to be construed against any party hereto by reason of the authorship of any of the provisions hereof.

*~Signature Page Follows~*



## SCHEDULE 1.1(p)

### Assets

#### IP Asset Summary

##### Trademarks / Copyright / Business / Marketing

1. Website and domains (cloud hosted)
2. Social media capital (250,000+ users) Facebook, Twitter, Instagram
3. DiiTalk brand /trademark
4. DiiCoin Marketplace (incentive / loyalty program)
  - DiiCoins currency
  - DiiTalk exchange - PSTN calls, stickers w/option to integrate others
  - Design creatives - 2500 stickers and other artifacts Core system source code (subsystems)
5. Business logic code (framework that ties all the subsystems together)
6. VOIP server (cloud hosted)
7. VOIP proxy (cloud hosted)
8. Chat server (cloud hosted)
9. Push notification service
10. SMS messaging service (custom and cloud)
11. Customer database (100,000+)
12. Incentive Engine (DiiTalk coins, marketplace...)
  - User behavior analytics engine
  - User behavior data
  - Incentive processing service
13. Ad engine (Integrated with top 6 ad providers)
14. World wide termination provider service with contracts to over 200+ countries
15. App source code
  - Iphone / Android

#### Proposed Patent Candidates (see attached for details)

1. System & methods for sms-initiated phone calls generated via software
2. System & method for rewarding communication frequency across multiple channels
3. Call type selection system
4. System & method of separating advertisement audio & video for simultaneous playback via multiple separate channels
5. Disappearing message system
6. Seamless transmission of voice communication between multiple mediums
7. Seamless transmission of text communication between multiple mediums
8. System & method for real time text translation in messaging
9. Configuring message context in real time
10. System for connecting calls between random users based on interest
11. Instant audio augmentation over multiple channels simultaneously

#### Physical Assets Summary (see attached for details)

Description	Quantity	Est. Value	SubTotal
Workstation computers	16	\$800.00	\$12,800.00
Mac mini	1	\$600.00	\$600.00
Mac mini	1	\$300.00	\$300.00
LCD monitors for workstations	27	\$175.00	\$4,725.00
HP Envy laptop computer	1	\$600.00	\$600.00

Gateway laptop computer	1	\$200.00	\$200.00
Copier/Printer	1	\$5,000.00	\$5,000.00
iPad 4th gen (Cellular+WiFi)	1	\$400.00	\$400.00
iPhone 5s	1	\$300.00	\$300.00
iPod touch 6	1	\$200.00	\$200.00
iPhone 6	2	\$400.00	\$800.00
iPhone 7	1	\$800.00	\$800.00
Nexus 5	1	\$150.00	\$150.00
Nexus 5X	1	\$300.00	\$300.00
Legacy devices	5	\$120.00	\$600.00
Lucent PBX + 8 phones	1	\$550.00	\$550.00
Lingo Voice mail system	1	\$50.00	\$50.00
HP Proliant DL385 G7 server	1	\$1,500.00	\$1,500.00
Dell PowerEdge SC430	4	\$150.00	\$600.00
Cisco SFE2010 switch	1	\$200.00	\$200.00
D-Link DES-1024D switch	1	\$75.00	\$75.00
APC UPS with network card	2	\$500.00	\$1,000.00
Asus RT-N12 wireless router	1	\$25.00	\$25.00
APC XS 1300 UPS	1	\$100.00	\$100.00
Audiocodes VoIP gateway	1	\$100.00	\$100.00
Older ad-hoc servers	5	\$650.00	\$3,250.00
Sangoma D100-030 transcoder card	1	\$750.00	\$750.00
Falcom Tango GSM modem	2	\$20.00	\$40.00
Openvox GSM Gateway	1	\$2,000.00	\$2,000.00
OpenVox ACC1003 Antenna	8	\$15.00	\$120.00
Server racks	2	\$150.00	\$300.00
Filing Cabinets	4	\$200.00	\$800.00
Office Chairs	21	\$75.00	\$1,575.00
Stainless steel desks	11	\$850.00	\$9,350.00
Miscellaneous tools, shelves, h/w	1	\$500.00	\$500.00
<b>TOTAL</b>			<b>\$50,660.00</b>

**SCHEDULE 2.4**

**Amalgamation Application**

See attached.



# AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

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

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

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

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

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

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

What kind of company(ies) will be involved in this amalgamation?

(Check all applicable boxes.)

- BC company
- BC unlimited liability company

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

The name \_\_\_\_\_ is the name reserved for the amalgamated company. The name reservation number is: \_\_\_\_\_,

**OR**

The company is to be amalgamated with a name created by adding “B.C. Ltd.” after the incorporation number,

**OR**

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

The name of the amalgamating company being adopted is:

Diitalk Communications Inc.

The incorporation number of that company is: BC1143732

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

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

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

**OR**

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

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

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

YYYY / MM / DD

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

YYYY / MM / DD

The amalgamation is to take effect at \_\_\_\_\_  a.m. or  p.m. Pacific Time on \_\_\_\_\_  
being a date and time that is not more than ten days after the date of the filing of this application.

**E AMALGAMATING CORPORATIONS**

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. Diitalk Communications Inc.	BC1143732	
2. PPK Acquisition Corp.	BC1291439	
3.		
4.		
5.		

**F FORMALITIES TO AMALGAMATION**

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

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

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

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. Anthony Zelen	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. James Greig	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

## NOTICE OF ARTICLES

**A NAME OF COMPANY**

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

Diitalk Communications Inc.

**B TRANSLATION OF COMPANY NAME**

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

**C DIRECTOR NAME(S) AND ADDRESS(ES)**

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

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**D REGISTERED OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE  
10th Floor, 595 Howe Street, Vancouver

PROVINCE

POSTAL CODE

**BC**

V6C 2T5

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**F AUTHORIZED SHARE STRUCTURE**

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

**SCHEDULE 2.6**

**Articles of Amalco**

See attached.

Incorporation number: \_\_\_\_\_

**DIITALK COMMUNICATIONS INC.  
(the "Company")**

The Company has as its articles the following articles.

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## **1. INTERPRETATION**

### **1.1 Definitions**

In these Articles, unless the context otherwise requires:

- (1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;
- (2) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (4) "legal personal representative" means the personal or other legal representative of a shareholder;
- (5) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;
- (6) "seal" means the seal of the Company, if any.

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

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

## **2. SHARES AND SHARE CERTIFICATES**

### **2.1 Authorized Share Structure**

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

### **2.2 Form of Share Certificate**

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.



### **2.3 Shareholder Entitled to Certificate or Acknowledgment or Written Notice**

Unless the shares of which a shareholder is the registered owner are uncertificated shares, each shareholder is entitled, on request and at the shareholder's option, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all. Within a reasonable time after the issue or transfer of a share that is an uncertificated share, the Company must send to the shareholder a written notice containing the information required by the *Business Corporations Act*.

### **2.4 Delivery by Mail**

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

### **2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement**

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

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

### **2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment**

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, provided such person has complied with the requirements of the *Business Corporations Act*.

### **2.7 Splitting Share Certificates**

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

## **2.8 Certificate Fee**

There must be paid as a fee to the Company for the issuance of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any, determined by the directors, which must not exceed the amount prescribed under the *Business Corporations Act*.

## **2.9 Recognition of Trusts**

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

## **3. ISSUE OF SHARES**

### **3.1 Directors Authorized**

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

### **3.2 Commissions and Discounts**

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

### **3.3 Brokerage**

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

### **3.4 Conditions of Issue**

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

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
  - (a) past services performed for the Company;

- (b) property;
  - (c) money; and
- (2) the directors in their discretion have determined that the value of the consideration received by the Company is equal to or greater than the issue price set for the share under Article 3.1.

### **3.5 Share Purchase Warrants and Rights**

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

## **4. SHARE REGISTERS**

### **4.1 Central Securities Register and Any Branch Securities Register**

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

### **4.2 Closing Register**

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

## **5. SHARE TRANSFERS**

### **5.1 Registering Transfers**

A transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

- (1) a duly signed instrument of transfer in respect of the share;
- (2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;
- (3) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and

- (4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered.

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

## **5.2 Form of Instrument of Transfer**

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

## **5.3 Transferor Remains Shareholder**

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

## **5.4 Signing of Instrument of Transfer**

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificate(s) or set out in the written acknowledgments deposited with the instrument of transfer or, if the shares are uncertificated shares, then all of the uncertificated shares registered in the name of the shareholder:

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

## **5.5 Enquiry as to Title Not Required**

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

## **5.6 Transfer Fee**

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

## **6. TRANSMISSION OF SHARES**

### **6.1 Legal Personal Representative Recognized on Death**

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

### **6.2 Rights of Legal Personal Representative**

The legal personal representative of a shareholder has the same rights, privileges and obligations with respect to the shares as were held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

## **7. PURCHASE OF SHARES**

### **7.1 Company Authorized to Purchase Shares**

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

### **7.2 Purchase When Insolvent**

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

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

### **7.3 Redemption of Shares**

If the Company proposes to redeem some but not all of the shares of any class, the directors may, subject to any special rights and restrictions attached to such class of shares, determine the manner in which the shares to be redeemed shall be selected.

### **7.4 Sale and Voting of Purchased Shares**

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

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

## **8. BORROWING POWERS**

### **8.1 Powers of the Company**

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

### **8.2 Bonds, Debentures, Debt**

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

## **9. ALTERATIONS**

### **9.1 Alteration of Authorized Share Structure**

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

- (1) by directors' resolution or by ordinary resolution, in each case as determined by the directors:
  - (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
  - (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
  - (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
  - (d) if the Company is authorized to issue shares of a class of shares with par value:
    - (i) decrease the par value of those shares; or
    - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
  - (e) change all or any of its unissued shares with par value into shares without par value or any of its unissued shares without par value into shares with par value or change all or any of its fully paid issued shares with par value into shares without par value; or
  - (f) alter the identifying name of any of its shares; and
- (2) by ordinary resolution otherwise alter its shares or authorized share structure;

and, if applicable, alter its Notice of Articles and, if applicable, alter its Articles accordingly.

### **9.2 Special Rights and Restrictions**

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

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

and alter its Notice of Articles and Articles accordingly.

### **9.3 Change of Name**

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

### **9.4 Other Alterations**

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by directors' resolution or by ordinary resolution, in each case as determined by the directors, alter these Articles.

## **10. MEETINGS OF SHAREHOLDERS**

### **10.1 Annual General Meetings**

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

### **10.2 Resolution Instead of Annual General Meeting**

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

### **10.3 Calling of Meetings of Shareholders**

The directors may, at any time, call a meeting of shareholders.

### **10.4 Location of Meetings of Shareholders**

A meeting of the Company may be held:

- (1) in the Province of British Columbia;
- (2) at another location outside British Columbia if that location is:
  - (a) approved by resolution of the directors before the meeting is held; or
  - (b) approved in writing by the Registrar of Companies before the meeting is held.



### **10.5 Notice for Meetings of Shareholders**

Subject to Article 10.2, the Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

### **10.6 Notice of Resolution to which Shareholders May Dissent**

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days; or
- (2) otherwise, 10 days.

### **10.7 Record Date for Notice**

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

- (1) if and for so long as the Company is a public company, 21 days; or
- (2) otherwise, 10 days.

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

### **10.8 Record Date for Voting**

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the

meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

#### **10.9 Failure to Give Notice and Waiver of Notice**

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

#### **10.10 Notice of Special Business at Meetings of Shareholders**

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting or a circular prepared in connection with the meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
  - (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
  - (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

### **11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

#### **11.1 Special Business**

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

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
  - (a) business relating to the conduct of or voting at the meeting;
  - (b) consideration of any financial statements of the Company presented to the meeting;
  - (c) consideration of any reports of the directors or auditor;

- (d) the setting or changing of the number of directors;
- (e) the election or appointment of directors;
- (f) the appointment of an auditor;
- (g) the setting of the remuneration of an auditor;
- (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and
- (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

### **11.2 Special Majority**

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

### **11.3 Quorum**

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one person present or represented by proxy.

### **11.4 Persons Entitled to Attend Meeting**

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxyholder entitled to vote at the meeting.

### **11.5 Requirement of Quorum**

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

### **11.6 Lack of Quorum**

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

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

#### **11.7 Lack of Quorum at Succeeding Meeting**

If, at the meeting to which the meeting referred to in Article 11.6(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the meeting shall be terminated.

#### **11.8 Chair**

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

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

#### **11.9 Selection of Alternate Chair**

If, at any meeting of shareholders, there is no chair of the board or president willing to act as chair of the meeting or present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose a director, officer or corporate counsel to be chair of the meeting or if none of the above persons are present or if they decline to take the chair, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

#### **11.10 Adjournments**

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

#### **11.11 Notice of Adjourned Meeting**

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

#### **11.12 Decisions by Show of Hands or Poll**

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by

show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

#### **11.13 Declaration of Result**

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

#### **11.14 Motion Need Not be Seconded**

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

#### **11.15 Casting Vote**

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

#### **11.16 Manner of Taking Poll**

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

- (1) the poll must be taken:
  - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
  - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

#### **11.17 Demand for Poll on Adjournment**

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

### **11.18 Chair Must Resolve Dispute**

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

### **11.19 Casting of Votes**

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

### **11.20 No Demand for Poll on Election of Chair**

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

### **11.21 Demand for Poll Not to Prevent Continuance of Meeting**

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

### **11.22 Retention of Ballots and Proxies**

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

## **12. VOTES OF SHAREHOLDERS**

### **12.1 Number of Votes by Shareholder or by Shares**

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

- (1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

### **12.2 Votes of Persons in Representative Capacity**

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

### **12.3 Votes by Joint Holders**

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

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

### **12.4 Legal Personal Representatives as Joint Shareholders**

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

### **12.5 Representative of a Corporate Shareholder**

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

- (1) for that purpose, the instrument appointing a representative must be received:
  - (a) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
  - (b) by the chair of the meeting at the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;
- (2) if a representative is appointed under this Article 12.5:
  - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
  - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages. Notwithstanding the foregoing, a corporation that is a shareholder may appoint a proxy holder.

## **12.6 Proxy Provisions Do Not Apply to All Companies**

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

## **12.7 Appointment of Proxy Holders**

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

## **12.8 Alternate Proxy Holders**

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

## **12.9 When Proxy Holder Need Not Be Shareholder**

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

## **12.10 Deposit of Proxy**

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
- (2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or any adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.



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

**12.11 Validity of Proxy Vote**

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

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given or has been taken.

**12.12 Form of Proxy**

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

*[name of company]*  
(the "Company")

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

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

\_\_\_\_\_  
Signed [month, day, year]

\_\_\_\_\_  
[Signature of shareholder]

\_\_\_\_\_  
[Name of shareholder—printed]

**12.13 Revocation of Proxy**

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

- (1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

#### **12.14 Revocation of Proxy Must Be Signed**

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

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

#### **12.15 Production of Evidence of Authority to Vote**

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

### **13. DIRECTORS**

#### **13.1 First Directors; Number of Directors**

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;
- (2) if the Company is a public company, the greater of three and the most recently set of:
  - (a) the number of directors elected by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4;
- (3) if the Company is not a public company, the most recently set of:
  - (a) the number of directors elected by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4.

### **13.2 Change in Number of Directors**

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

- (1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

### **13.3 Directors' Acts Valid Despite Vacancy**

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

### **13.4 Qualifications of Directors**

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

### **13.5 Remuneration of Directors**

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

### **13.6 Reimbursement of Expenses of Directors**

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

### **13.7 Special Remuneration for Directors**

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

### **13.8 Gratuity, Pension or Allowance on Retirement of Director**

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director or to his or her spouse or

dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### **14. ELECTION AND REMOVAL OF DIRECTORS**

##### **14.1 Election at Annual General Meeting**

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

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) those directors whose term of office expires at the annual general meeting cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

##### **14.2 Consent to be a Director**

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

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

##### **14.3 Failure to Elect or Appoint Directors**

If:

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

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

- (3) when his or her successor is elected or appointed; and
- (4) when he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

#### **14.4 Places of Retiring Directors Not Filled**

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

#### **14.5 Directors May Fill Casual Vacancies**

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

#### **14.6 Remaining Directors' Power to Act**

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

#### **14.7 Shareholders May Fill Vacancies**

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

#### **14.8 Additional Directors**

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

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

#### **14.9 Ceasing to be a Director**

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

#### **14.10 Removal of Director by Shareholders**

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

#### **14.11 Removal of Director by Directors**

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

### **15. ALTERNATE DIRECTORS**

#### **15.1 Appointment of Alternate Director**

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

#### **15.2 Notice of Meetings**

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

#### **15.3 Alternate for More Than One Director Attending Meetings**

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

- (1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity; and
- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

#### **15.4 Consent Resolutions**

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

#### **15.5 Alternate Director Not an Agent**

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

#### **15.6 Revocation of Appointment of Alternate Director**

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

#### **15.7 Ceasing to be an Alternate Director**

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

#### **15.8 Remuneration and Expenses of Alternate Director**

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from

the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

## **16. POWERS AND DUTIES OF DIRECTORS**

### **16.1 Powers of Management**

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

### **16.2 Appointment of Attorney of Company**

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

## **17. INTERESTS OF DIRECTORS AND OFFICERS**

### **17.1 Obligation to Account for Profits**

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

### **17.2 Restrictions on Voting by Reason of Interest**

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

### **17.3 Interested Director Counted in Quorum**

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or



transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

#### **17.4 Disclosure of Conflict of Interest or Property**

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

#### **17.5 Director Holding Other Office in the Company**

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

#### **17.6 No Disqualification**

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

#### **17.7 Professional Services by Director or Officer**

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

#### **17.8 Director or Officer in Other Corporations**

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

### **18. PROCEEDINGS OF DIRECTORS**

#### **18.1 Meetings of Directors**

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

## **18.2 Voting at Meetings**

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

## **18.3 Chair of Meetings**

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

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board or if designated by the chair, the president, a director or other officer; or
- (3) any other director or officer chosen by the directors if:
  - (a) neither the chair of the board nor the president is present at the meeting within 15 minutes after the time set for holding the meeting;
  - (b) neither the chair of the board nor the president is willing to chair the meeting; or
  - (c) the chair of the board and the president have advised the secretary, if any, or any other director, that they will not be present at the meeting.

## **18.4 Meetings by Telephone or Other Communications Medium**

A director may participate in a meeting of the directors or of any committee of the directors:

- (1) in person;
- (2) by telephone; or
- (3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

## **18.5 Calling of Meetings**

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

### **18.6 Notice of Meetings**

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

### **18.7 When Notice Not Required**

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

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

### **18.8 Meeting Valid Despite Failure to Give Notice**

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

### **18.9 Waiver of Notice of Meetings**

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

### **18.10 Quorum**

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

### **18.11 Validity of Acts Where Appointment Defective**

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

### **18.12 Consent Resolutions in Writing**

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing;  
or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

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

## **19. EXECUTIVE AND OTHER COMMITTEES**

### **19.1 Appointment and Powers of Executive Committee**

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

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors;  
and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

### **19.2 Appointment and Powers of Other Committees**

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
  - (a) the power to fill vacancies in the board of directors;

- (b) the power to remove a director;
  - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
  - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

### **19.3 Obligations of Committees**

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

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times and in such manner and form as the directors may require.

### **19.4 Powers of Board**

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

### **19.5 Committee Meetings**

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

## **20. OFFICERS**

### **20.1 Directors May Appoint Officers**

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

### **20.2 Functions, Duties and Powers of Officers**

The directors may, for each officer:

- (1) determine the functions and duties of the officer;
- (2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

### **20.3 Qualifications**

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

### **20.4 Remuneration and Terms of Appointment**

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

## **21. INDEMNIFICATION**

### **21.1 Definitions**

In this Article 21:

- (1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
  - (a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the *Business Corporations Act*.

### **21.2 Mandatory Indemnification of Eligible Parties**

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

### **21.3 Indemnification**

Subject to any restrictions in the *Business Corporations Act* and these Articles, the Company may indemnify any person.

### **21.4 Non-Compliance with *Business Corporations Act***

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles or, if applicable, any former *Companies Act* or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part.

### **21.5 Company May Purchase Insurance**

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;  
or
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

## **22. DIVIDENDS**

### **22.1 Payment of Dividends Subject to Special Rights**

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

### **22.2 Declaration of Dividends**

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

### **22.3 No Notice Required**

The directors need not give notice to any shareholder of any declaration under Article 22.2.

### **22.4 Record Date**

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

### **22.5 Manner of Paying Dividend**

A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

### **22.6 Settlement of Difficulties**

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

### **22.7 When Dividend Payable**

Any dividend may be made payable on such date as is fixed by the directors.



## **22.8 Dividends to be Paid in Accordance with Number of Shares**

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

## **22.9 Receipt by Joint Shareholders**

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

## **22.10 Dividend Bears No Interest**

No dividend bears interest against the Company.

## **22.11 Fractional Dividends**

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

## **22.12 Payment of Dividends**

Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

## **22.13 Capitalization of Retained Earnings or Surplus**

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

## **23. ACCOUNTING RECORDS AND AUDITORS**

### **23.1 Recording of Financial Affairs**

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

## **23.2 Inspection of Accounting Records**

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

## **23.3 Remuneration of Auditors**

The directors may set the remuneration of the auditors. If the directors so decide, the remuneration of the auditors will be determined by the shareholders.

## **24. NOTICES**

### **24.1 Method of Giving Notice**

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record (for the purposes of this Article 24, a "record") required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
  - (a) for a record mailed to a shareholder, the shareholder's registered address;
  - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class; or
  - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
  - (a) for a record delivered to a shareholder, the shareholder's registered address;
  - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class; or
  - (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (5) making the record available for public electronic access in accordance with the procedures referred to as "notice-and-access" under National Instrument 54-101 and National

Instrument 51-102, as applicable, of the Canadian Securities Administrators, or in accordance with any similar electronic delivery or access method permitted by applicable securities legislation from time to time; or

- (6) physical delivery to the intended recipient.

#### **24.2 Deemed Receipt**

A notice, statement, report or other record that is:

- (1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;
- (2) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed;
- (3) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the date it was e-mailed; and
- (4) made available for public electronic access in accordance with the "notice-and-access" or similar delivery procedures referred to in Article 24.1(5) is deemed to be received by a person on the date it was made available for public electronic access.

#### **24.3 Certificate of Sending**

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

#### **24.4 Notice to Joint Shareholders**

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

#### **24.5 Notice to Legal Personal Representatives and Trustees**

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:
  - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

- (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

#### **24.6 Undelivered Notices**

If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

### **25. SEAL**

#### **25.1 Who May Attest Seal**

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

#### **25.2 Sealing Copies**

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

#### **25.3 Mechanical Reproduction of Seal**

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures

or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

## **26. PROHIBITIONS**

### **26.1 Definitions**

In this Article 26:

- (1) "designated security" means:
  - (a) a voting security of the Company;
  - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
  - (c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (2) "security" has the meaning assigned in the *Securities Act* (British Columbia);
- (3) "voting security" means a security of the Company that:
  - (a) is not a debt security, and
  - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

### **26.2 Application**

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

### **26.3 Consent Required for Transfer of Shares or Designated Securities**

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

**SCHEDULE 4.1(g)**

**Taxes**

CRA Source Deductions - \$46,697.00

**SCHEDULE 4.1(p)**

**Indebtedness**

<b>Diitalk Communications Inc.</b>		
<b><u>Company Debt</u></b>		
<b>Debt Type</b>	<b>Name</b>	<b>Amount (C\$)</b>
Small Business Loan/Interest Free	BMO	\$60,000
Payroll Arrears	Employees- Diitalk	\$197,184
Consulting	Mark Hughes	\$1,980
Bookkeeping	Joan Sparrow	\$7,000
Auditor	Sam Ma	\$11,775
<b>Company Debt</b>		<b>\$277,939</b>
<b>Credit:</b>		
SRED	Diitalk	\$55,000 (*est)
Cash	Diitalk	\$30,000 (January 1,2021)
Small Business Loan - Credit	BMO	\$20,000
<b>Cash and Credits:</b>		<b>\$105,000</b>

**SCHEDULE 4.1(u)**

**Material Agreements**

1. Asset Purchase Agreement effective as of February 12, 2018, between Dingaling Communications Inc. (as Vendor) and Diitalk Communications Inc. (as Purchaser).
2. Asset Purchase Agreement Amending Agreement effective July 1, 2020, between Dingaling Communications Inc. (as Vendor) and Diitalk Communications Inc. (as Purchaser).



## SCHEDULE 4.1(II)

### Intellectual Property and Intellectual Property Rights

#### Code / Algorithms and Creative Artefacts

##### Calling Platform

- DiiTalk Bridged Calling
- VOIP server (cloud hosted)
- VOIP proxy (cloud hosted)
- Push notification service
- DiiTalk Mobile Apps
  - Iphone / Android

##### Loyalty, incentives and Promotion Platform

- DiiTalk Marketplace
  - DiiTalk custom currency
  - Includes 2000+ creatives
- Messaging subsystem
  - SMS messaging service (custom and cloud)
- Ad Engine
  - Monetizes service by feeding ads to clients
  - Integrated with top 6 ad providers
- Analytics Engine
  - User behavior analytics engine
  - User behavior data with over 100,000+ users
- Viral Marketing Algorithm

#### Trade, Brand and Domain Names

- DiiTalk
- Dii Coins
- Dii Rewards
- Dingaling
- DLC WorldWide
- 2Click2Call
- APC - Advertiser paid calling
- DiiTalk.com (GoDaddy.com)
- Diitalk.ca (GoDaddy.com)
- Dingaling.com (GoDaddy.com)
- Dingaling.ca (GoDaddy.com)
- diicoins.com (GoDaddy.com)
- diitalkcoin.com (GoDaddy.com)
- diitalkcoins.com (GoDaddy.com)

**SCHEDULE 4.1(tt)**

**Employees and Management**

<b>Management:</b>	<b>Name</b>	<b>Salary (C\$)</b>	<b>Status</b>
President & CEO	Anthony Zelen	\$5,000 per month	On Hold
Director	Robert Birmingham	\$5,000 per month	On Hold
CFO	Simon Ma	\$1,000 per month	On Hold
CTO	Sean Dusome	\$72,000 (Annual)	On Hold
Director	David Weinkauff	TBD	On Hold

<b>Employees (Annual pay):</b>	<b>Name</b>	<b>Salary (C\$)</b>	<b>Status</b>
Head Developer	Chris Kostiuk	\$ 77,000.00	On Hold
Developer	Darvin Zhang	\$ 58,000.00	On Hold
Developer	Haifeng sun (Martin)	\$ 52,000.00	On Hold
Head Developer	Jason Zdan	\$ 79,000.00	On Hold