

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”), is entered into as of November 30, 2017, by and between (i) **CARL DATA SOLUTIONS INC.**, a corporation organized under the laws of the Province of British Columbia (“**Purchaser**”); and (ii) **AB EMBEDDED SYSTEMS LTD.**, a corporation organized under the laws of the Province of Alberta (“**Vendor**”).

WHEREAS, Vendor is engaged in the business of providing next generation information collection, storage and analytics solutions for data centric companies in the environmental monitoring industry; and

WHEREAS, Vendor currently owns certain Assets (as defined herein) and Vendor wishes to sell to Purchaser, and Purchaser desires to acquire, all of the Assets on the terms set forth in this Agreement.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 Definitions. For purposes of this Agreement:

(a) “**Applicable Securities Laws**” means all applicable securities laws in all jurisdictions relevant to the issuance of securities of Purchaser pursuant to the terms of this Agreement, including the published rules and policies of the CSE.

(b) “**Assets**” means the IP Assets and the Tangible Assets.

(c) “**Cause**” means the event Vendor or Attila Bene breaches the terms of the Consulting Agreement or habitually neglects the duties to be performed under the Consulting Agreement, engages in any conduct which is dishonest, damages the reputation or standing of Purchaser, or is convicted of any criminal act.

(d) “**Closing Date**” has the meaning ascribed thereto in Section 2.7(a).

(e) “**Confidential Information**” means any technical or business information disclosed by one party to the other party that under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; provided, however, that Confidential Information will not include information that (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

(f) “**Consulting Agreement**” has the meaning ascribed thereto in Section 5.7.

(g) “**Contracts**” means the third party license agreements set out in Schedule 2.1(e) under the heading “Contracts – Third Party Software”;

(h) “**CSE**” means the Canadian Securities Exchange.

(i) “**Disclosure Schedule**” means the schedule (dated as of the date of the Agreement) delivered to Purchaser by Vendor, a copy of which is attached to the Agreement as Schedule 3 and incorporated in the Agreement by reference.

(j) “**Encumbrance**” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, conditional sale or other security arrangement,

collateral assignment, claim, charge, adverse claim of title, or right to use, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the transfer or receipt of any income derived from any asset, (ii) the use of any asset, and (iii) the possession, exercise or transfer of any other attribute of ownership of any asset).

(k) “**ETA**” means Part IX of the *Excise Tax Act* (Canada).

(l) “**Governmental Authority**” means: (i) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission (including any securities commission), instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority and any ministry or department or agency of any of the foregoing; (ii) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; (iii) any self-regulatory organization or stock exchange, including the CSE; and (iv) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies.

(m) “**Indemnified Party**” has the meaning ascribed thereto in Section 7.1(a).

(n) “**Indemnitees**” means any of the following persons: (i) an Indemnified Party; (ii) the Indemnified Party’s respective current and future affiliates, (iii) the respective representatives (including directors, officers, employees, contractors and agents) of the persons referred to in clauses (i) and (ii) above; and the respective successors and assigns of the persons referred to in clauses (i), (ii) and (iii) above.

(o) “**Intellectual Property**” means intellectual property, regardless of form, including: (i) published and unpublished works of authorship, including without limitation audiovisual works, collective works, Software, compilations, databases, derivative works, literary works, mask works, and sound recordings (“**Works of Authorship**”); (ii) inventions and discoveries, including without limitation business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); and (iii) trade secrets and other information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, or patentable or unpatentable, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques, together with all rights under licence agreements and other agreements or instruments relating to any of the foregoing, that are owned by the Vendor or used in connection with the Assets, including without limitation, the Contracts.

(p) “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction worldwide, whether pending, registered or common law including without limitation: (i) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in databases and rights granted under the *Copyright Act (Canada)*; (ii) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the *Patent Act (Canada)*; (iii) rights in, arising out of, or associated with Confidential Information; and (iv) rights of attribution and integrity and other moral rights of an author.

(q) “**Law**” or “**Laws**” means any federal, provincial, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, order, judgment, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

(r) “**Litigation**” has the meaning ascribed thereto in Section 3.4.

(s) “**Open Source Materials**” means any software for which the source code is made freely available and may be modified.

(t) “**Public Record**” has the meaning ascribed thereto in Section 3.13.

(u) “**Securities Exchange Agreement**” means a securities exchange agreement dated effective March 3, 2017 between Purchaser, Vendor, Attila Bene and Neetu Bene.

(v) “**Software**” means computer programs of any type or form (including source code and object code) and all versions and interim iterations of such computer programs, including all bug fixes and patches, including without limitation code, scripts, applets, engines, generators, and macros, and related programmers’ comments, data files and structures, header and include files, macros, object libraries, programming tools not commercially available, technical specifications, flowcharts, and logic diagrams, annotations, and documentation.

(w) “**Tangible Assets**” means all tangible assets and intangible assets as set out in Schedule 2.1(e).

(x) “**Tax**” means (i) any federal, provincial, local or foreign tax, or other governmental assessment, impost or duty including, but not limited to, capital, franchise, excise, estimated, value-added, replacement, stamp, occupation, successor or similar taxes as well as taxes based on income, employment, property, sales or use tax (whether imposed directly or through withholding), including any interest, additions to tax, or penalties applicable thereto, (ii) any liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period, and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other person.

(y) “**Tax Act**” means the *Income Tax Act* (Canada).

(z) “**Tax Return**” means any federal, provincial, local or foreign Tax return, declaration, report, statement, schedule, attachment, notice, form, or information return (including any amendment to any of the foregoing) required to be filed with respect to Taxes including, but not limited to, any return, declaration, report, statement, schedule, attachment, notice, form, or information return related to taxes based on income, employment, property, sales or use tax.

(aa) “**Transaction**” means (i) the execution and delivery this Agreement, and (ii) all of the transactions contemplated by this Agreement and the performance of this Agreement.

2. SALE OF ASSETS; RELATED TRANSACTIONS

2.1 Sale of Assets. Subject to the terms and conditions hereof, at the Closing (as defined below), Vendor will cause to be sold, assigned, transferred and delivered to Purchaser, good, valid and marketable title to the Assets, free and clear of any and all Encumbrances. Without limiting the generality of the foregoing, the Assets will include:

(a) the Intellectual Property Rights relating to or used in connection with the IP Assets (the “**Transferred IP**”);

(b) all Software, source code and other items described in Schedule 2.1(b), and all technical and other documentation, including technical specifications and design documents, diagrams, work in progress, user and other databases, database backups, revision control repository histories, code reviews and analytics and the Software licensed under the Contracts;

(c) the tangible assets set forth in Schedule 2.1(b) hereto; and

(d) all user files, documentation, and data with respect to the foregoing;

(collectively “**the IP Assets**”); and

(e) the Tangible Assets.

2.2 No Liabilities. Purchaser shall not assume any liabilities or obligations of Vendor of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

2.3 Purchase Price. Subject to Section 2.4, the aggregate purchase price for the Assets shall be \$256,000 (the “**Purchase Price**”).

2.4 Payment of Purchase Price.

(a) Subject to the terms hereof, the Purchase Price shall be paid and satisfied by Purchaser:

(i) by allotting and issuing 400,000 common shares of Purchaser (the “**First Tranche Shares**”) at a deemed price of \$0.32 per First Tranche Share to Vendor on the Closing Date (as defined below);

(ii) by allotting and issuing 400,000 common shares of Purchaser (the “**Second Tranche Shares**” and, together with the First Tranche Shares, the “**Consideration Shares**”) at a deemed price of \$0.32 per Second Tranche Share to Vendor on the one year anniversary of the Closing Date (the “**Anniversary Date**”), if (A) the Consulting Agreement has been entered into on or before the Closing Date, (B) Vendor has not terminated the Consulting Agreement before the Anniversary Date and (C) Purchaser has not terminated the Consulting Agreement for Cause before the Anniversary Date;

(b) If the Consulting Agreement has been entered into on or before the Closing Date, but (i) Vendor terminates the Consulting Agreement before the Anniversary Date or (ii) Purchaser terminates the Consulting Agreement for Cause before the Anniversary Date, Purchaser shall not be obligated to issue any of the Second Tranche Shares and the Purchase Price will be automatically reduced by \$128,000.00, being the total number of the Second Tranche Shares multiplied by the deemed price of the Second Tranche Shares;

(c) Vendor acknowledges that Purchaser has advised Vendor that Purchaser is issuing the Consideration Shares to Vendor under exemptions from the registration and prospectus requirements of Applicable Securities Laws and, as a consequence, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to Vendor. Vendor acknowledges that the Consideration Shares issued pursuant to the terms and conditions set forth in this Agreement will have such hold periods as are required under Applicable Securities Laws, and, as a result, may not be sold, transferred or otherwise disposed of, except pursuant to an effective registration statement or prospectus, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirements of Applicable Securities Laws and in each case only in accordance with Applicable Securities Laws. Vendor shall abide by all applicable resale restrictions and hold periods imposed by Applicable Securities Laws with respect to the Consideration Shares.

(d) All certificates representing the Consideration Shares will be endorsed with a legend, substantially in the following form, pursuant to Applicable Securities Laws in order to reflect the fact that the Consideration Shares will be issued to Vendor pursuant to an exemption from the registration or prospectus requirements of Applicable Securities Laws:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [insert the date that is four month and one day from the distribution date].”

2.5 Allocation of Purchase Price.

(a) Purchaser and Vendor agree to allocate the Purchase Price among the Assets for all purposes (including tax and financial accounting) as follows:

- (1) to the Tangible Assets, \$200,000;
- (2) to the IP Assets and any other of the Assets purchased under this Agreement, the balance of the Purchase Price.

(b) Purchaser and Vendor shall file all Tax Returns (including amended returns and claims for refunds) and elections required or desirable under the Tax Act in a manner consistent with the foregoing allocation.

2.6 Sales, Use and Other Taxes.

(a) Vendor will be solely and exclusively responsible for bearing and paying any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets to Purchaser.

(b) Notwithstanding the foregoing, Vendor and Purchaser shall, on the Closing Date (as defined herein), elect jointly under Section 167 of the *Excise Tax Act* (Canada), in the form prescribed for the purposes of that section, in respect of the sale and transfer of the Assets hereunder (the “**ETA Election**”). Purchaser shall file such election with the Canada Revenue Agency not later than the day on which it is required to file its GST/HST return for its reporting period which includes the Closing Date.

2.7 Closing.

(a) The closing of the sale of the Assets to Purchaser (the “**Closing**”) will take place on the date of this Agreement, or such other dates as may be agreed by the parties (the “**Closing Date**”). Closing may occur by telephone, PDF, e-mail or facsimile, as mutually agreed by the parties.

- (b) At the Closing, Vendor will deliver to Purchaser:
- (i) a counterpart of this Agreement, duly executed by Vendor;
 - (ii) all Assets and all copies of the IP Assets;
 - (iii) copies of each consent, waiver, authorization and approval of any Governmental Authority or any other person necessary for Vendor to consummate the transactions contemplated by this Agreement;
 - (iv) a schedule containing the passcodes, passwords, and login information for the IP Assets, including for administration of the IP Assets and other passcodes, passwords, and login information for the IP Assets and relevant or necessary to the operation thereof after the Closing;
 - (v) an assignment assigning all rights in the Intellectual Property from the employees for Vendor to Vendor; and
 - (vi) all necessary deeds, conveyances, bills of sales, discharges, assurances, transfers, assignments and such other documents as may be

reasonably necessary to assign to Purchaser good and valid title to the Assets free and clear of any Encumbrances or to deliver to Purchaser possession and control of the Assets.

(c) At the Closing, Purchaser will allot and issue to Vendor the First Tranche Shares, which will be validly issued as fully paid and non-assessable common shares in the capital of Purchaser, and will execute and deliver to Vendor this Agreement.

(d) If (A) the Consulting Agreement has been entered into on or before the Closing Date, (B) Vendor has not terminated the Consulting Agreement before the Anniversary Date and (C) Purchaser has not terminated the Consulting Agreement for Cause before the Anniversary Date, Purchaser hereby covenants to allot and issue to Vendor the Second Tranche Shares on the Anniversary Date, which will be validly issued as fully paid and non-assessable common shares in the capital of Purchaser.

2.8 Further Assurances. In case at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto shall, at its own expense, execute and deliver such documents and other papers upon request and take such further actions as may be reasonably required to carry out the provisions of this Agreement including to effect fully and perfect the transfer to Purchaser of any and all of the Assets and to give effect to the Transaction. From and after the Closing Date, Vendor agrees to convey, transfer, and assign to Purchaser, free and clear of all Encumbrances, any tangible or intangible rights, properties or assets then held by Vendor, the conveyance, transfer or assignment of which would have been necessary for representations and warranties of Vendor herein to be true and correct as of the Closing Date, or the conveyance, transfer or assignment of which was or is required by the covenants of Vendor contained in this Agreement.

2.9 Tax Consequences. No party makes any representations or warranties to any other party regarding the Tax treatment of the Transaction, or any of the Tax consequences to the other party or to the other party's shareholders, under this Agreement or any of the other transactions or agreements contemplated hereby. Each party acknowledges that it is relying solely on its own Tax advisors in connection with this Agreement and the other transactions and agreements contemplated hereby.

3. REPRESENTATIONS AND WARRANTIES OF VENDOR.

Except as set forth on the Disclosure Schedule attached hereto as Schedule 3, Vendor represents, warrants and covenants to and for the benefit of Purchaser as follows:

3.1 Requisite Power and Authority. Vendor has all requisite power and authority to execute, deliver and perform this Agreement to which it is a party and to perform Vendor's obligations under this Agreement. Upon their execution and delivery, this Agreement will be valid and binding obligations of Vendor, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

3.2 No Consents or Violations. No consent, permit, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any Governmental Authority on the part of Vendor ("**Governmental Consents**") is required in connection with the execution, delivery or performance of this Agreement by Vendor and the consummation of the transactions contemplated thereby. All such Governmental Consents are effective as of the Closing Date. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions contemplated hereby, will: (a) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets or (b) conflict with or violate any Law applicable to Vendor.

3.3 Title to and Condition of Assets. Vendor owns, and has good, valid, and marketable title to all of the Assets. All of the Assets will be transferred to Purchaser at the Closing free and clear of all Encumbrances whatsoever. None of the Assets is licensed from a third party, and none of the Assets is licensed to any third party. Title to the Assets is freely transferable from Vendor to Purchaser free and clear of all Encumbrances without obtaining the consent or approval of any person, and without payment to any third party. All of the Assets are in good working condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently used. The current location of all Assets is set forth in Section 3.3 of the Disclosure Schedule. The Assets constitute all assets, properties and Intellectual Property Rights necessary to enable Purchaser to own, conduct, operate and continue business with the IP Assets and to otherwise enjoy full rights to commercial exploitation of the IP Assets without: (i) the need for Purchaser to acquire or license any other asset, property or Intellectual Property Right, and (ii) the breach or violation of any contract or commitment.

3.4 Litigation. There is no Litigation (as defined below) now pending before any court, or any federal, state, provincial or local administrative agency, or other Governmental Authority, or, to the knowledge of Vendor, threatened, against or involving Vendor relating to the Assets, and there is no basis for such a claim. There is no Litigation pending or, to the knowledge of Vendor, threatened, which seeks to prevent consummation of the Transaction or which seeks damages in connection with the Transaction. As used in this Agreement, the term “**Litigation**” shall mean any litigation, legal action, arbitration, proceeding, material demand, claim, cause of action or investigation heard in law or equity before any Governmental Authority or arbitrator or arbitration panel. Vendor is not a party to or subject to the provisions of any order, writ, injunction, judgment, investigation, audit or decree relating to, or potentially affecting the Assets, including any order writ, injunction, judgment or decree that would prevent or materially delay the consummation of the Transaction. There is no Litigation initiated by Vendor currently pending involving any of the Assets or any Litigation that Vendor intends to initiate involving the Assets.

3.5 Taxes. Vendor (i) has filed all Tax Returns required to be filed by Vendor, and (ii) has paid when due all Taxes required to be paid Vendor, and all Vendor’s Tax Returns are true, correct and complete. Vendor has no unpaid Taxes for which Purchaser would be liable as a transferee of the Assets. There are no Encumbrances for Taxes on the Assets, and no claims are being asserted with respect to any Taxes. There is no pending dispute or claim concerning any liability for Taxes of Vendor claimed or raised by any Governmental Authority. No audit or other examination of any Tax Return by any Tax authority is presently in progress, nor has Vendor been notified of any request for such an audit or other examination.

3.6 Intellectual Property.

(a) **Intellectual Property.** Schedule 2.1(b) contains a complete and accurate list of all Transferred IP. The Transferred IP includes all Intellectual Property owned or used by Vendor in connection with the IP Assets. Excluding the Contracts, Vendor owns free and clear of all Encumbrances and has good and valid title to all of the Transferred IP. Excluding the Contracts, Vendor has the full, free and unrestricted right to transfer title in and to the Transferred IP without restriction, and at the Closing such Transferred IP will be transferred by Vendor to Purchaser free and clear of all Encumbrances. The Contracts are fully assignable in accordance with their terms. The Transferred IP will provide Purchaser with all Intellectual Property Rights necessary to operate the IP Assets as contemplated by Purchaser. The execution, delivery and performance of this Agreement will not, in accordance with its terms, cause the forfeiture or termination of, or give rise to a right of forfeiture or termination of, any Transferred IP right, or impair the right of Purchaser to use, possess, sell or license the Transferred IP, the IP Assets or any portion thereof. Vendor has no registered Intellectual Property Rights in the IP Assets.

(b) Vendor owns or has the unrestricted right to use, sell, license, transfer and dispose of (as applicable), and, without limitation, otherwise exploit all the IP Assets without payment of any kind to any third party (other than license fees payable in respect of any Contracts (commercially-

available off-the-shelf software)). Vendor has not done nor failed to do any act or thing that may materially prejudice the validity or enforceability of such Vendor's rights in the Transferred IP, including but not limited to permitting any of the Transferred IP to enter the public domain.

(c) Vendor has taken best efforts to preserve the value and secrecy of, any trade secrets included in the IP Assets, which trade secrets include all trade secrets necessary to enable Purchaser to use the IP Assets as contemplated by Purchaser. No disclosure of any of the IP Assets has been made to a third party. This Section does not apply to the Software licensed under the Contracts.

(d) Vendor has not granted, and there are not outstanding, any options, licenses or agreements of any kind relating to any of the IP Assets, nor, with the exception of the Contracts, is Vendor bound by or a party to any option, license or agreement of any kind with respect to any of the IP Assets. Vendor has not licensed any of the Transferred IP or the IP Assets to any third party or allowed any third party the right to sublicense any Transferred IP or the IP Assets. Vendor is not obligated to pay any royalties or other payments to third parties with respect to the marketing, sale, distribution, development, manufacture, license or use of any of the IP Assets (other than license fees payable in respect of any Contracts (commercially-available off-the-shelf software)).

(e) Section 3.6(e) of the Disclosure Schedule contains a complete and accurate list of all contracts, agreements or arrangements in effect as of the date hereof: (i) pursuant to which a third party has licensed to Vendor, any Intellectual Property Rights or Intellectual Property (including Software) that is material to the operation of the IP Assets, including the Contracts; (ii) pursuant to which Vendor has received an express license, covenant, release, immunity, assignment, or other right to any of the patents owned by a third party which license is material to the operation of the IP Assets; or (iii) pursuant to which Vendor has granted a third party any license, covenant, release, immunity, assignment, or other right with respect to any Intellectual Property related to Transferred IP. To the extent that any third party Intellectual Property Rights are used by Vendor in the IP Assets, Vendor has a written agreement with such third party pursuant to which Vendor (i) has obtained complete, unencumbered and unrestricted ownership of, and is the exclusive Vendor of such Intellectual Property Rights by operation of law or by valid assignment, or (ii) has obtained licenses (sufficient for the operation of the IP Assets) to all such third party Intellectual Property Rights, which licenses are assignable to Purchaser without further action by such third party.

(f) The Transferred IP and the IP Assets have not, do not and will not infringe, misappropriate or violate any of the Intellectual Property Rights of any other person, and (ii) and no fact or circumstance exists that could reasonably be expected to result in a claim that the Transferred IP or the IP Assets infringes, misappropriates, or otherwise violates, any Intellectual Property Rights of any person, or that the use thereof constitutes unfair competition or unfair trade practices under the laws of any jurisdiction. Other than as set out in Section 3.6(f) of the Disclosure Schedule, Vendor has not received any written claim or notice of infringement or potential infringement of the Intellectual Property Rights of any other person by the Transferred IP or the IP Assets or that contests the validity, ownership or right of Vendor to exercise or exploit any Transferred IP or the IP Assets (as applicable). Vendor has not received any written communication of an offer to license or grant any other rights or immunities under any Intellectual Property Rights of a third party related to alleged infringement of such third party Intellectual Property Rights by the Transferred IP or the IP Assets. Vendor is not using any trade secrets of any third party or any of its past or present employees in material violation of any applicable Law or contractual obligation. There is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any of the Transferred IP by any third party. This Section does not apply to the Software licensed under the Contracts.

(g) No current or former employee, consultant or independent contractor of Vendor has any right, license, claim or interest whatsoever in or with respect to any of the Transferred IP or the IP Assets. All such employees, consultants and independent contractors have executed valid and binding assignments of their Intellectual Property Rights and have waived any moral rights in the Transferred IP.

No consultants, employees or independent contractors independently or jointly contributed to the conception, reduction to practice, creation or development of any of the Transferred IP or the IP Assets, and, in any event, no such third party has any rights or licenses with respect thereto. No third party has assigned ownership of any technology, software or other copyrightable, patentable or otherwise proprietary work product to Vendor that is included in the Transferred IP or the IP Assets and is subject to any agreement under which such third party has also assigned or otherwise granted to any other third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work product. At no time during the conception or reduction to practice of any invention that is a part of the Transferred IP or the IP Assets was any developer, inventor or other contributor to such invention operating under any grants from any Governmental Authority or private source (including universities or other educational institutions), performing research sponsored by any Governmental Authority or private source (including universities or other educational institutions) or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect Vendor's rights in the Transferred IP or the IP Assets or restrict the transfer of the Transferred IP or the IP Assets contemplated hereunder. No funding from any government, university, college or other educational institution or research center was used by Vendor in the development of the Transferred IP or the IP Assets. Vendor is not nor has ever been a member or promoter of, or a contributor to, any industry standards body or any similar organization that could reasonably be expected to require or obligate Vendor to grant or offer to any other person any license or right to any Transferred IP or the IP Assets. This Section does not apply to the Software licensed under the Contracts.

(h) Vendor has not disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any person, or permitted the disclosure or delivery to any escrow agent or other person of, any source code included in the Transferred IP (the "**Vendor Source Code**"). No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by Vendor or any person then acting on Vendor's behalf to any Person of any Vendor Source Code. Vendor has not deposited, and is not required to deposit, with an escrow holder or any other Person, any of Vendor Source Code. This Section does not apply to the Software licensed under the Contracts.

(i) Vendor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the IP Assets; (ii) distributed Open Source Materials in conjunction with any IP Assets; or (iii) used Open Source Materials, in such a way that IP Assets incorporated into, derived from or distributed with such Open Source Materials must be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge. This Section does not apply to the Software licensed under the Contracts.

3.7 Compliance with Legal Requirements. Vendor is in compliance with all requirements of applicable Law, including without limitation any applicable privacy and data security Laws relating to the use, collection, storage, disclosure and transfer of any personal information. Vendor has not received a complaint regarding Vendor's collection, use or disclosure of personal information. Vendor has implemented and maintained a comprehensive data security plan which (i) identifies internal and external risks; (ii) implements, monitors and improves adequate and effective administrative, electronic and physical safeguards to control those risks; and (ii) maintains notification procedures in compliance with applicable Laws in the case of any breach of security compromising unencrypted data containing personal information. Vendor has not experienced any breach of security or other unauthorized access by third parties. Vendor does not require any Permits for the operation of the IP Assets and no Permits are necessary to the ownership and operation of the Assets. As used in this Agreement, the term "**Permits**" shall mean as to any person, all licenses, permits, franchises, orders, approvals, concessions, registrations and any other authorizations and qualifications under any Laws with any and all Governmental

Authorities or with any and all industry or other nongovernmental self-regulatory organizations that are issued to such person.

3.8 Sale of Assets. The sale of the Assets pursuant to the Transaction constitutes (i) a sale of all or substantially of the property of the Vendor pursuant to section 190 of the *Business Corporations Act* (Alberta), RSA 2000, c B-9 and (ii) a sale of substantially all of the property necessary to carry on the business currently being carried on by Vendor.

3.9 Brokers. Vendor has not agreed or become obligated to pay, or has taken any action that might result in any person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Transaction.

3.10 Vendor not a Non-Resident. Vendor is not a non-resident of Canada within the meaning of the Tax Act.

3.11 Vendor is a GST Registrant. Vendor is a registrant for GST purposes in accordance with the provisions of the ETA, having GST registration number 815962618RT0001.

3.12 Full Disclosure. None of the representations or warranties made by Vendor in this Agreement, when all such documents are read together, contains any untrue statement of a material fact; or omits to state any material fact necessary to make any of the representations, warranties or other statements or information contained therein, in light of the circumstances under which they were made, not misleading. There is no material fact within the knowledge of Vendor (other than of general economic or industry conditions) that: (i) may have a material adverse effect on the Assets, or on the ability of Vendor to comply with or perform any covenant or obligation under this Agreement, or (ii) may have the effect of making illegal any of the Transaction.

3.13 Securities Laws. Vendor represents and warrants that:

- (a) the Assets have a fair value of not less than \$150,000;
- (b) the decision to execute this Agreement and to acquire the Consideration Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of Purchaser and such decision is based entirely upon a review of any public information which has been filed by Purchaser with any Canadian provincial securities commissions (collectively, the "**Public Record**");
- (c) Purchaser and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of Vendor contained in this Agreement and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, Vendor will promptly notify Purchaser;
- (d) there are risks associated with the purchase of the Consideration Shares, as more fully described in Purchaser's periodic disclosure forming part of the Public Record; and
- (e) Vendor and Vendor's advisor(s) have had a reasonable opportunity to ask questions of, and receive answers from, Purchaser in connection with the distribution of the Consideration Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about Purchaser.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants, to and for the benefit of Vendor, as follows:

4.1 Due Organization. Purchaser is a corporation duly formed, validly existing and in good standing under the laws of British Columbia.

4.2 Authority; Binding Nature of Agreements. Purchaser has the absolute and unrestricted right, power and authority to enter into and perform its obligations under this Agreement to which it is or may become a party; and the execution, delivery and performance of this Agreement to which it is or may become a party have been duly authorized by all necessary action on the part of Purchaser and its shareholders, board of directors and officers. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

4.3 No Consents or Violations. Purchaser is not required to obtain any consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or any third party in connection with the transactions contemplated hereby, except for (a) such filings as may be required to comply with federal and provincial securities laws and (b) such other consents, approvals, orders, authorizations, registrations, qualifications, designations, declarations or filings, which if not obtained or made, would not adversely affect the ability of Purchaser to consummate the transactions contemplated under this Agreement. Neither the execution and delivery of this Agreement, nor the consummation transactions contemplated thereby by Purchaser, will directly or indirectly (with or without notice or lapse of time) result in any breach of or constitute a default under the Certificate of Incorporation or Bylaws of Purchaser or conflict with or violate any Law applicable to Purchaser.

4.4 Purchaser not a Non-Resident. Purchaser is not a non-resident of Canada within the meaning of the Tax Act.

4.5 Purchaser is a GST Registrant. Purchaser is a registrant for GST purposes in accordance with the provisions of the ETA, having GST registration number 82144 7430 RT0001.

4.6 Public Record. As of their respective dates, the Public Record complied in all material respects with the requirements of Applicable Securities Laws. The Public Record constitutes all of the documents and reports that Purchaser was required to file under Applicable Securities Laws. As of the time filed on SEDAR (or, if amended or suspended by a filing prior to the date of this Agreement, then on the date of such filing), none of the Public Record 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.

4.7 Brokers. Purchaser has not become obligated to pay, and has not taken any action that might result in any person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Transaction.

5. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.

Purchaser's obligation to purchase the Assets and to take the other actions required to be taken by Purchaser at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Purchaser, in whole or in part, in writing):

5.1 Accuracy of Representations. All of the representations and warranties made by Vendor in this Agreement will be accurate in all material respects.

5.2 Performance of Obligations.

(a) Each of the documents referred to in Section 2.7 to be delivered to Purchaser will have been delivered to Purchaser.

(b) All of the covenants and obligations that Vendor is required to comply with or to perform pursuant to this Agreement at or prior to the Closing will have been complied with and performed in all material respects.

5.3 Additional Documents. Purchaser will have received the following documents:

(a) Evidence that Vendor has received all necessary board and shareholder approvals required to consummate the Transaction; and

(b) Such documents as Purchaser may request in good faith for the purpose of (i) evidencing the accuracy of any representation or warranty made by Vendor, (ii) evidencing the compliance by Vendor with, or the performance by Vendor of, any covenant or obligation set forth in this Agreement, and (iii) evidencing the satisfaction of any condition set forth in this Section 5 or (iv) otherwise required for the consummation or performance of the Transaction.

5.4 No Proceedings. There will not have been commenced or threatened against Purchaser or Vendor, or against any person affiliated with either of them, any proceeding (a) involving any challenge to, or seeking damages losses or other relief in connection with, the Transaction, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Transaction.

5.5 No Prohibition. Neither the consummation nor the performance of the Transaction will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause Purchaser or any person affiliated with Purchaser to suffer any adverse consequence under, any applicable legal requirement or order.

5.6 Termination of the Securities Exchange Agreement. The Securities Exchange Agreement will have been terminated.

5.7 Consulting Agreement. Purchaser and Attila Bene will have terminated the employment agreement between Purchaser and Attila Bene and Purchaser, Vendor and Attila Bene will have entered into a consulting agreement (the “**Consulting Agreement**”) on the form and substance acceptable to Purchaser.

6. CONDITIONS PRECEDENT TO VENDOR’S OBLIGATION TO CLOSE.

Vendor’s obligation to sell the Assets and to take the other actions required to be taken by Vendor at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

6.1 Accuracy of Representations. All of the representations and warranties made by Purchaser in this Agreement will be accurate in all material respects.

6.2 No Proceedings. There will not have been commenced or threatened against Purchaser or Vendor, or against any person affiliated with either of them, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, the Transaction, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Transaction.

6.3 Purchaser’s Performance.

(a) Each of the documents referred to in Section 2.7 to be delivered by Purchaser will have been delivered to Vendor, as applicable.

(b) All of the covenants and obligations that Purchaser is required to comply with or to perform pursuant to this Agreement at or prior to the Closing will have been complied with and performed in all material respects.

6.4 Additional Documents. Vendor will have received the following documents:

- (a) Evidence that Purchaser has received all necessary board approvals required to consummate the Transaction; and
- (b) Such other documents as Vendor may request in good faith for the purpose of (i) evidencing the accuracy of any representation or warranty made by Purchaser, (ii) evidencing the compliance by Purchaser with, or the performance by Purchaser of, any covenant or obligation set forth in this Agreement, and (iii) evidencing the satisfaction of any condition set forth in this Section 6 otherwise required for the consummation or performance of the Transaction.

6.5 No Prohibition. Neither the consummation nor the performance of the Transaction will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause Vendor to suffer any adverse consequence under, any applicable legal requirement or order.

7. INDEMNIFICATION.

7.1 Survival of Representations and Covenants.

(a) The representations and warranties contained in this Agreement will survive the Closing for a period of twenty-four (24) months (the “**Warranty Period**”); provided, however, that if a Claim Notice relating to any representation or warranty set forth in this Agreement is delivered by one party to this Agreement (the “**Indemnified Party**”) to the other party to this Agreement (the “**Indemnifying Party**”) on or prior to the end of such period, then, notwithstanding anything to the contrary contained in this Section 7.1(a), such representation or warranty will not so expire, but rather will remain in full force and effect until such time as each and every claim that is based directly or indirectly upon, or that relates directly or indirectly to, any breach or alleged breach of such representation or warranty, has been fully and finally resolved, either by means of a written settlement agreement executed on behalf of the Indemnifying Party and the Indemnified Party or by means of a final, non-appealable judgment issued by a court of competent jurisdiction, and provided further that, notwithstanding the foregoing, the parties hereto shall be entitled to seek recovery for fraud, willful breach and/or intentional misrepresentation until the expiration of the applicable statute of limitations period for any claim alleging fraud, willful breach or intentional misrepresentation.

(b) The covenants and agreement of the parties will survive in accordance with their respective terms.

(c) The representations, warranties, covenants and obligations of Vendor or Purchaser, as applicable, and the rights and remedies that may be exercised by the Indemnitees, will not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or any knowledge of, any of the Indemnitees or any of their representatives.

(d) For purposes of this Agreement, a “**Claim Notice**” relating to a particular representation, warranty, covenant or agreement will be deemed to have been given if any Indemnitee delivers to an Indemnifying Party a written notice stating that such Indemnitee believes that there is or has been a possible breach of such representation, warranty, covenant or agreement and containing (i) a brief description of the circumstances supporting such Indemnitee’s belief that there is or has been such a possible breach, and (ii) a non-binding, preliminary estimate of the aggregate dollar amount of the actual and potential damages that have arisen and may arise as a direct or indirect result of such possible breach.

7.2 Indemnification by Vendor. Vendor shall indemnify, defend and hold harmless Purchaser and other Indemnitees when Purchaser is an Indemnified Party (together, “**Purchaser Indemnitees**”) from and against any and all any and all claims, demands, actions, causes of actions, losses, costs, damages, liabilities and expenses including, without limitation, reasonable legal and expert fees (“**Purchaser Damages**”), asserted against, imposed on or suffered or anticipated by any of the Purchaser Indemnitees, directly or indirectly, by reason of, resulting from, arising out of, or incurred with

respect to, or (in the case of claims asserted against any of the Purchaser Indemnitees by a third party) alleged to result from, arise out of or have been incurred with respect to, (a) any breach of any representation or warranty of Vendor contained in this Agreement or the Disclosure Schedule, (b) any breach of any covenant or agreement made by Vendor in this Agreement or the Disclosure Schedule, (c) any claim brought against Purchaser that the IP Assets infringe the Intellectual Property Rights of any third party (with the exception of the Contracts), and (d) any liability to which the Purchaser Indemnitees may become subject and that arises directly or indirectly from or relates directly or indirectly to: (x) the IP Assets prior to the Closing or that otherwise arises prior to the Closing with respect or relating to the Assets, or (y) any federal, provincial and local Tax withholding obligations (including any penalties that may be assessed in connection therewith) of Purchaser due to the payment of any portion of the Purchase Price (including without limitation the issuance of any of the Consideration Shares).

7.3 Indemnification by Purchaser. Purchaser shall indemnify, defend and hold harmless Vendor and other Indemnitees when Vendor is an Indemnified Party (together, “**Vendor Indemnitees**”) from and against any and all any and all claims, demands, actions, causes of actions, losses, costs, damages, liabilities and expenses including, without limitation, reasonable legal and expert fees (“**Vendor Damages**” and together with Purchaser Damages, the “**Damages**”), asserted against, imposed on or suffered or anticipated by any of the Vendor Indemnitees, directly or indirectly, by reason of, resulting from, arising out of, or incurred with respect to, or (in the case of claims asserted against any of the Vendor Indemnitees by a third party) alleged to result from, arise out of or have been incurred with respect to, (a) any breach of any representation or warranty of the Purchaser contained in this Agreement or the Disclosure Schedule, and (b) any breach of any covenant or agreement made by the Purchaser in this Agreement or the Disclosure Schedule.

7.4 Non-Exclusivity of Indemnification Remedies. The indemnification remedies and other remedies provided in this Section 7 are not exclusive, and, accordingly, the exercise by any Indemnitee of any of its rights under this Section 7 will not be deemed to be an election of remedies and will not be deemed to prejudice, or to constitute or operate as a waiver of, any other right or remedy that such Indemnitee may be entitled to exercise (whether under this Agreement, under any other contract, under any statute, rule or other legal requirement, at common law, in equity or otherwise).

7.5 Defense of Third Party Claims. In the event of the assertion or commencement by any person of any claim or proceeding against any Indemnitee with respect to which an Indemnifying Party is or may become obligated to indemnify, hold harmless, compensate or reimburse such Indemnitee pursuant to this Section 7, upon receipt of written notice of such claim or proceeding, the Indemnifying Party will have the right, at its election, to assume the defense of such claim or proceeding at the sole expense of the Indemnifying Party, provided, however, that the Indemnifying Party shall be entitled to assume the defense of such action only to the extent the Indemnifying Party acknowledges its indemnity obligation hereunder and indemnify and holds the applicable Indemnitee harmless from, against and in respect of, and pays to such Indemnitee, the full amount of any Damages arising out of, relating to or resulting therefrom in accordance with and subject to the terms of this Agreement. The Indemnifying Party may not settle or consent to entry of a judgment of any action for which indemnification may be payable hereunder without the prior written consent of Indemnitee. If the Indemnifying Party does not notify the applicable Indemnitee of its intention to assume the defense of such claim or proceeding and its acknowledgement of its indemnity obligations in writing within 10 days of being notified of such a claim or proceeding, Indemnitee may proceed with the defense of such claim or proceeding at the Indemnifying Party’s expense.

8. CERTAIN POST-CLOSING COVENANTS.

8.1 Further Actions. From and after the Closing Date, Vendor will cooperate with Purchaser and Purchaser’s representatives, and will execute and deliver such documents and take such other actions as Purchaser may reasonably request, for the purpose of evidencing the Transaction and putting Purchaser in possession and control of all of the Assets. From and after the Closing Date,

Purchaser will cooperate with Vendor and Vendor's representatives, and will execute and deliver such documents and take such other actions as Vendor may reasonably request, for the purpose of evidencing the Transaction.

8.2 Publicity. Vendor will ensure that, on and at all times after the Closing Date, no press release or other publicity concerning the Transaction is issued or otherwise disseminated without Purchaser's prior consent and Vendor will keep the terms of this Agreement strictly confidential.

8.3 Confidentiality. Purchaser and Vendor recognize that the parties to this Agreement have received and will receive Confidential Information concerning the other during the course of the Transaction negotiations and preparations. Accordingly, the parties hereby agree: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any such Confidential Information for any purpose except to consummate the Transaction. Each party may disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the purpose of consummating the Transaction and related transactions, but solely to the extent necessary to consummate the Transaction and related transactions and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth in this Section 8.3. The provisions of this Section 8.3 will not restrict a party from disclosing the other party's Confidential Information to the extent required by any Law or regulation; provided that the party required to make such a disclosure uses reasonable efforts to give the other party reasonable advance notice of such required disclosure in order to enable the other party to prevent or limit such disclosure.

9. MISCELLANEOUS PROVISIONS.

9.1 Further Assurances. Each party to this Agreement will execute and/or cause to be delivered to each other party to this Agreement such instruments and other documents, and will take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing the Transaction.

9.2 Fees and Expenses. Each party will bear and pay all fees, costs and expenses (including all legal fees and expenses) that have been incurred or that are in the future incurred by, on behalf of or for the benefit of such party in connection with the negotiation and execution of this Agreement and the consummation and performance of the Transaction.

9.3 Currency. All monetary references in this Agreement refer to the currency of Canada.

9.4 Legal Fees. If any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party to this Agreement, the prevailing party will be entitled to recover reasonable legal fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

9.5 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement will be in writing and will be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the email, address or facsimile number set forth beneath the name of such party on the signature page below (or to such other e-mail, address or facsimile number as such party will have specified in a written notice given to the other parties to this Agreement).

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Headings; Construction. The underlined headings contained in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement and will not be referred to in connection with the construction or interpretation of this Agreement. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa;

the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, are not and will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections", "Appendices" and "Schedules" are intended to refer to Sections, Appendices, and Schedules of and to this Agreement.

9.8 Independent Legal Advice. Each of the parties acknowledges that Clark Wilson LLP has acted as counsel only to Purchaser. Vendor acknowledges and confirms that it has been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and other agreements and documents contemplated under this Agreement and that Clark Wilson LLP is not protecting the rights and interests of Vendor.

9.9 Counterparts. This Agreement may be executed and delivered in several counterparts, including PDF, facsimile and other electronic counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

9.10 Assignment. Neither party to this Agreement may assign this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld.

9.11 Governing Law; Venue. This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein without regard to applicable choice of law provisions thereof. The parties agree that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, Canada and each party irrevocably submits to the exclusive jurisdiction of such court.

9.12 Successors and Assigns; Parties in Interest. This Agreement will be binding upon Vendor, its successors and permitted assigns (if any), and Purchaser and its successors and permitted assigns (if any). This Agreement will inure to the benefit of Vendor, Purchaser, the other Indemnitees and the respective successors and permitted assigns (if any) of the foregoing. Except for the provisions of Section 7 of this Agreement, none of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the parties to this Agreement and their respective successors and assigns (if any). Without limiting the generality of the foregoing, no creditors of Vendor will have any rights under this Agreement.

9.13 Remedies Cumulative; Specific Performance. The rights and remedies of the parties to this Agreement will be cumulative (and not alternative). The parties agree that: (a) in the event of any breach or threatened breach by the other party of any covenant, obligation or other provision set forth in this Agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) the non-breaching party will not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or proceeding.

9.14 Waiver. No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No person will be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy

under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

9.15 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered Purchaser and Vendor.

9.16 Severability. In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, will be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by Law.

9.17 Entire Agreement. This Agreement and other agreements or documents contemplated under this Agreement set forth the entire understanding of the parties relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between any of the parties relating to the subject matter of this Agreement or other agreements or documents contemplated under this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties to this Asset Purchase Agreement have caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

CARL DATA SOLUTIONS INC.

AB EMBEDDED SYSTEMS LTD.

"Greg Johnston"

"Attila Bene"

Name: Greg Johnston

Name: Attila BENE

Title: CEO

Title: DIRECTOR

Address : 8331 Eastlake Dr. #106

Address : 110 - 3525 CHANDLER ST.

Burnaby BC V5A 4W2

COQUITLAM BC

V3E 0L9

Facsimile: _____

Facsimile: _____

Schedule 2.1(b)

IP Assets

Source Code developed by Vendor using third-party-licensed code:

unit_282
unit_335
unit_373_v1
unit_380
unit_383
unit_389
husky-v0
husky-v1
pbak-v0
pbak-v1
unit_325
unit_329
unit_335
unit_337
unit_338
unit_343
unit_349
unit_362
unit_363
unit_373
unit_373_v1
unit_VRU

Third-party software license: QP Single Product License and Support Agreement dated September 6, 2012 (License No. QPC-SP-120906A)

Source Code developed and owned by Vendor without any external license:

gp-cms-led
gpCmsLedMagPickup_ver1
gpCmsLed_ver1
gpOverspeedPot

All documentation related to any of the foregoing.

Schedule 2.1(e)

Tangible Assets

PCB prototyping, repair and manufacturing equipment
Pick and place semi-automated PCB assembly platform including control PC, vacuum and air compression systems
Pick and place manual prototyping platform
Re-flow oven including Nitrogen inert gas supply system and and control PC
Ultrasonic PCB after re-flow cleaning station
High pressure manual PCB after cleaner system
Stencil printer
Manual soldering station
Manual PCB repair station
LED PCB QC microscope station including magnifier lenses
PCB manufacturing fume extractor
PCB manufacturing, prototyping/testing and repair adjustable height, ESD safe custom design workbench with shelving and accessories (LED lighting with supply, power bars), 3 units
Material and accessory handling rubber wheel cart, 2 units
Adjustable height ergonomic chairs for electronics assembly industry, 2 units
ESD (electrostatic discharge control system) including mats, wrist bands
Hand tools, miscellaneous specialized for PCB repair and manufacturing

Hardware design and testing equipment
Multi-channel industrial grade certified power supply
Single channel high power industrial grade power supply
RF signal generator
High voltage, conductivity, ground continuity certified CSA compliance tester, calibrated
High speed, multi-channel PC oscilloscope including probes
Medium speed, multi-channel PC oscilloscope including probes and current, high voltage probe accessories
Process control calibrator and meter hand-held tool, certified/calibrated, 2 units
High precision hand-held general meter, certified/calibrated
Temperature (RTD and thermocouple) simulator, certified/calibrated
Bench tester dedicated PLC system including HMI for testing (program reliability, software stress testing) purposes
Hand tools, miscellaneous testing equipment, probes, wire leads

Hardware programming and development tools
JTAG servers, Segger Jlink 2 units, ST micro 1 unit
FPGA and CPLD chip programmer, Altera USB
Development boards, we use around 25-30 platforms currently

Electrical product/systems manufacturing equipment
General hand tools for electrical systems manufacturing
Table top precision drilling machine
10" high precision mitre saw
Portable 10" table saw
DIN rail mechanical hand cutter
Dremmel fine drill/brush tool set
Panduit high gauge wire cutter/crimp systems

WAGO DIN rail label printer system including plastic labels and tapes
Shrinkable electrical wire label printer, 2 units

Electrical product/systems manufacturing shop equipment
Portable shoplift
Portable assembly platform with adjustable height for fine wiring and precise assembly, smooth surface
Rough wiring and pre-assembly portable adjustable height table/platform systems, 2 units
Ladders, 2 units with and without top platform
Material handling movable on-wheels platform
High capacity, shop vacuum system
Hi pressure shop floor washing pump

Electrical, mechanical stock
Electrical wires inventory
Electrical low voltage industrial components inventory (DIN rail terminal block system, circuit breakers, smaller enclosures in very limited quantities, circuit overload switches and remote reset parts), panel switches
Industrial electrical panel demo including PLC, HMI switches and wiring

Certification fees
UL Intertek electrical systems certification for Canada, USA, Mexico

Office equipment
HP M551 networked colour laser printer
Epson 24" plotter
Intel Core i7, latest generation Apple Mac mini workstation
Lenovo ThinkPad P51 15" laptop
Lenovo ThinkPad, i7 15" laptop workstation
NEC 30" MultiSync graphical and 3D design monitor
BenQ 24" wide gamut graphical design monitor, 2 units
Solid state drive based 4TB NAS
General networking equipment
High resolution Epson scanner
Xrite display calibrator for graphical HMI and user interface design
Epson HD projector
Fujitsu ScanSnap S1500 vertical document scanner

Office furniture
Office cabinets, on wheels movable, 5 units

Contracts – Third Party Software

- IAR embedded workbench for ARM Cortex-M edition
- Rowley Crossworks for ARM
- Geomagic professional 3D design software
- Elecworks electrical design software
- PCB libraries footprint editor
- Pulsonix PCB design professional software

Schedule 3

Disclosure Schedule

In connection with that certain Asset Purchase Agreement dated as of November __, 2017 (the “**Agreement**”), by and between **Carl Data Solutions Inc.** (“**Purchaser**”), and AB Embedded Systems Ltd. (“**Vendor**”), Vendor hereby delivers this Disclosure Schedule to Vendor’s representations and warranties given in the Agreement. The Section numbers in this Schedule correspond to the Section numbers in the Agreement. Capitalized terms used but not defined in these schedules will have the same meanings given them in the Agreement.

Section 3.3: Location of the Assets:

#106 – 8331 Eastlake Dr.
Burnaby, British Columbia V5A 4H2

Section 3.6(e): Licenses of Third Party Intellectual Property and Licenses of Transferred Intellectual Property/IP Assets: See Schedule 2.1(b):

Section 3.6(f): Written Claim or Notice of Infringement or Potential Infringement of the Intellectual Property Rights:

Gaspro raised an allegation regarding the ownership of the software in Schedule 2.1(b) IP Assets on August 16, 2017 and consequently on September 15, 2017 via an email.

This allegation has been addressed and settled with the customer in form of providing documentation related to the listed items in Schedule 2.1(b) IP Assets on September 21, 2017.