SOFTLAB9
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NOTICES OF SPECIAL MEETINGS

AND

JOINT INFORMATION CIRCULAR

CONCERNING THE PLAN OF ARRANGEMENT INVOLVING

SOFTLAB9 TECHNOLOGIES INC. **AND** **CLEAN GO GREEN GO INC.**

January 25, 2021

Neither the Canadian Securities Exchange nor any securities regulatory authority has in any way passed upon the merits of the transaction described in this joint information circular.

These materials are important and require your immediate attention. The shareholders of both Softlab9 Technologies Inc. and Clean Go Green Go Inc. are required to make important decisions. If you have any questions with respect to the matters described in this document, please contact your tax, financial, legal or other professional advisor

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LETTER TO SOFTLAB9 TECHNOLOGIES SHAREHOLDERS

January 25, 2021

Dear Softlab9 Shareholders,

We are pleased to advise you of a special meeting (the "**Softlab9 Meeting**") of the shareholders (the "**Softlab9 Shareholders**") of Softlab9 Technologies Inc. ("**Softlab9**") to be held at Suite 1100-1111 Melville Street, Vancouver BC V6E3V6, on Monday February 22, 2021, commencing at 9:00 a.m. (Pacific time).

As part of Softlab9's efforts to protect the health and safety of the public and our team members in light of the COVID-19 situation, Softlab9 will still hold a physical meeting, but Softlab9 Shareholders will not be admitted to attend in person while the social distancing rules are in place. You may participate in the Softlab9 Meeting via audio conference call by calling the number provided in the accompanying Notice of Meeting. You will not be able to vote your shares at the Softlab9 Meeting in person and instead are asked to complete and deliver your proxy or voting information form ("**VIF**") in accordance with the instructions set out in the form of proxy or VIF and in the accompanying joint information circular (the "**Circular**") to ensure that your shares will be voted at the Meeting.

At the Softlab9 Meeting, you will be asked to consider and vote upon two principal pieces of business.

Fundamental Change – Acquisition of Clean Go Green Go Inc.

At the Softlab9 Meeting, you will be asked to consider and vote upon the proposed acquisition by Softlab9 of all of the issued and outstanding shares of Clean Go Green Go Inc. ("**CGGG**"), by way of a plan of arrangement under Section 193 of the *Business Corporations Act* (Alberta) (the "**Acquisition**"). CGGG is an Alberta based FDA and Health Canada approved manufacturer of a suite of green, non-toxic, and biodegradable cleaning products for industrial, commercial and consumer markets, and hand sanitizer gel and wipes sold in Canada and the United States. The Acquisition constitutes a fundamental change (the "**Fundamental Change**") for Softlab9 under the policies of the Canadian Securities Exchange (the "**CSE**"), which requires approval by the Softlab9 Shareholders by ordinary resolution.

As part of the Fundamental Change, Softlab9 Shareholders will also be asked to approve increasing the number of directors of Softlab9 from four to five and electing, with effect at the time of completion of the Acquisition, Anthony Sarvucci, Alnoor Nathoo, Dr. Darren Clarke, Eugene Chen and Morgan Rebrinsky as the directors who will form the new board of New Softlab9.

Softlab9 also intends to change its name to "CleanGo Innovations Inc." in connection with the Fundamental Change. Softlab9 upon completion of the Fundamental Change is referred to in the Circular as "CleanGo Innovations" or "New Softlab9".

The Softlab9 board of directors (the "**Board**") has unanimously determined that the Fundamental Change is in the best interests of Softlab9. **Accordingly, the Board recommends that Softlab9 Shareholders vote "FOR" the Fundamental Change.**

Softlab9 Continuation – Continue corporate jurisdiction to Alberta

Softlab9 is currently incorporated under the *Business Corporations Act* (British Columbia) ("**BCBCA**").At the Meeting, Softlab9 Shareholders will be asked to consider, and if thought fit, to pass, with or without variation, a special resolution approving, conditional upon completion of the Fundamental Change, the continuance of Softlab9 into the Province of Alberta, whereby it would become and be a corporation whose existence will be governed by the *Business Corporations Act* (Alberta).

The Board has unanimously determined that the Softlab9 Continuation is in the best interests of Softlab9. **Accordingly, the Board recommends that Softlab9 Shareholders vote "FOR" the Continuation.**

Voting and Covid-19

If you are not registered as the holder of your common shares (the "**Softlab9 Shares**") but hold your Softlab9 Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Softlab9 Shares. See the heading "*General Proxy Matters for Softlab9 and CGGG – Softlab9 – Beneficial Shareholders*" in the Circular.

If you are a registered Softlab9 Shareholder, you must deliver the completed form of proxy to the office of Softlab9's registrar and transfer agent, TSX Trust Company (Canada), by fax within North America at (416) 595-9593, or by mail to 301 - 100 Adelaide Street W., Toronto, Ontario M5H 4H1, or hand delivery to Suite 1250, 1066 West Hastings Street, Vancouver, BC V6E 3X1, not less than 48 hours (excluding Saturdays, Sundays, and holidays) before the scheduled time of the Softlab9 Meeting or any adjournment or postponement thereof.

Softlab9 Shareholders will not be able to attend the Meeting in person.

Completion of the Fundamental Change is subject to receipt of CSE approval.

Sincerely,

(Signed) "***Rahim Mohamed***"
Director & Chief Executive Officer
Softlab9 Technologies Inc.

LETTER TO CLEAN GO GREEN GO SHAREHOLDERS

January 25, 2021

Dear Clean Go Green Go Shareholders,

I am pleased to provide you with notice of special meeting of the shareholders of Clean Go Green Go Inc. At the upcoming meeting, you will be asked to approve the proposed acquisition transaction involving Clean Go Green Go Inc. and Softlab9 Technologies Inc. The proposed acquisition will be effected by way of a plan of arrangement under the *Business Corporations Act* (Alberta). On November 20, 2020, Clean Go Green Go and Softlab9 Technologies entered into an arrangement agreement (the "**Arrangement Agreement**") to give effect to the proposed acquisition. Under the terms of the Arrangement Agreement, Softlab9 Technologies has agreed to acquire all of the Class "A" Common Shares (the "**CGGG Shares**") of Clean Go Green Go in exchange for 0.75 of a Softlab9 Technologies common shares for each CGGG Share. The formal notice of meeting and joint information circular of Softlab9 Technologies and Clean Go Green Go accompanies this letter. The joint information circular contains a detailed description of the proposed acquisition, including a summary discussion of the process involved by the board of directors Clean Go Green Go in agreeing to the proposed acquisition, the recommendation of the Clean Go Green Go board of directors and the several conditions that need to be satisfied for the proposed transaction to be completed. Please give this material your careful consideration and, if you require assistance, consult your financial, income tax or other professional advisor.

Please ensure that your CGGG Share is represented and voted at the meeting. Regardless of the number of shares you hold, your vote is important. However, considering the ongoing COVID-19 situation and as part of our efforts to protect the health and safety of the public and our team members, CGGG will still hold a physical meeting but **YOU WILL NOT BE ALLOWED INTO THE MEETING. You may participate in the meeting via audio conference call by calling the number provided in the accompanying Notice of Special Meeting. PLEASE NOTE THAT YOU WILL NOT BE ABLE TO VOTE YOUR CGGG SHARES AT THE MEETING and instead we urge you to complete, sign and deliver the enclosed form(s) of proxy or the voting instruction form (as applicable) prior to the meeting.** For additional details, please see the heading "*General Proxy Matters for Softlab9 and CGGG - CGGG*" in this joint information circular.

The proposed acquisition transaction is a transformational and beneficial opportunity for Clean Go Green Go and for you as a shareholder and I request your support for this transaction.

Sincerely,

(Signed) "***Anthony Sarvucci***"

Director and Chief Executive Officer
Clean Go Green Go Inc.

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NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the special meeting (the "**Meeting**") of the shareholders of Softlab9 Technologies Inc. ("**Softlab9**") will be held at Suite 1100-1111 Melville Street, Vancouver BC V6E3V6, on Monday, February 22, at 9:00 AM (Pacific Time), for the following purposes:

(a) to consider and if thought advisable, to pass, with or without variation, an ordinary resolution (the "**Fundamental Change Resolution**") approving the "fundamental change" of Softlab9 resulting from the acquisition of Clean Go Green Go Inc. (the "**Acquisition**") and, conditional upon completion of the Acquisition, increasing the size of the board of directors of Softlab9 from four to five directors and electing Anthony Sarvucci, Alnoor Nathoo, Dr. Darren Clarke, Eugene Chen and Morgan Rebrinsky as directors of Softlab9, all as more particularly set out in the accompanying joint information circular (the "**Circular**");

(b) conditional and effective upon the closing of the Acquisition, to approve a special resolution (the "**Continuation Resolution**") approving the continuation of Softlab9 from British Columbia and the *Business Corporations Act* (British Columbia) ("**BCBCA**") to Alberta and the *Business Corporations Act* (Alberta) (the "**Continuation**"), including the adoption of a new set of bylaws, substantially in the form attached as Appendix I to the Circular; and

(c) to transact such other business as may be properly brought before the Meeting or any adjournment or postponement thereof.

As announced by Softlab9 by news release dated November 23, 2020, Softlab9 entered into an arrangement agreement dated November 20, 2020 (the "**Arrangement Agreement**") pursuant to which Softlab9 will acquire all of the outstanding shares of Clean Go Green Go Inc. ("**CGGG**"), an Alberta based FDA and Health Canada approved manufacturer of a suite of green, non-toxic, and biodegradable cleaning products for industrial, commercial and consumer markets, and hand sanitizer gel and wipes sold in Canada and the United States. The Acquisition is a "fundamental change" for Softlab9 as defined under Canadian Securities Exchange policies. A copy of the Arrangement Agreement is available under Softlab9's profile on SEDAR and under Appendix C of this Circular. The Fundamental Change Resolution and Continuation Resolution, which are presented in connection with the Acquisition require Softlab9 shareholder approval.

Take notice that, pursuant to the BCBCA, each registered Softlab9 shareholder has the right to dissent from the Continuation and, if the Continuation becomes effective, to be paid the fair value of the Softlab9 shares in respect of which the registered Softlab9 shareholder exercised the right of dissent, in accordance with the dissent procedures contained in the BCBCA. To exercise the right of dissent, (a) a written notice of dissent with respect to the Continuation from the registered Softlab9 shareholder must be received by Softlab9 at Suite 605, 815 Hornby Street, Vancouver, British Columbia V6Z 2E6, Attention: Rahim Mohamed, with a copy to its legal counsel, Segev LLP, at 6th Floor, 905 West Pender Street, Vancouver, British Columbia V6C 1L6, Attention: Evie Sheppard, by not later than 10:00 a.m. (Pacific

time) two days prior to any adjournment or postponement of the Softlab9 Meeting, and (b) the registered Softlab9 shareholder must have otherwise complied with the dissent procedures. The right to dissent regarding the Continuation is described in the Circular and as set forth in Appendix E to the Circular.

As part of our efforts to protect the health and safety of the public and our team members in light of the COVID-19 situation, Softlab9 will still hold a physical meeting, but Softlab9 Shareholders will not be admitted to attend while the social distancing rules are in place. Softlab9 Shareholders may participate in the Meeting via audio conference call by calling the number provided below. Softlab9 Shareholders will not be able to vote their shares at the Meeting in person and instead are asked to complete, date and sign the enclosed form of proxy, or another suitable form of proxy, and deliver it by fax or by mail in accordance with the instructions set out in the form of proxy and in the Circular to ensure that their shares will be voted at the Meeting. Softlab9 Shareholders will not be able to attend the Meeting in person.

THE BOARD OF DIRECTORS AND MANAGEMENT REQUEST THAT ALL SOFTLAB9 SHAREHOLDERS VOTE BY PROXY AND NOT ATTEND THE MEETING IN PERSON. THE LOGIN INFORMATION IS PROVIDED BELOW AND IT ENABLES SHAREHOLDERS TO PARTICIPATE IN A VOICE-ONLY CONFERENCE CALL. YOU WILL NOT BE ABLE TO VOTE VIA CONFERENCE CALL.

To Join the webinar please follow link and pre-register your attendance https://us02web.zoom.us/j/84686326077?pwd=NmpCRHV1dTVDeDRVbjdWZFpIZ1ZCQT09

Dial-in toll-free: 1 -855 703 8985 (Canada)
Dial-in toll-free: 888 788 0099 or 833 548 0276 (United States)
International Dial In Numbers: https://us02web.zoom.us/u/kdPt6KfEn2
Webinar ID: 846 8632 6077
Passcode: 958132

DATED at Vancouver, British Columbia, January 25, 2021.

BY ORDER OF THE BOARD OF DIRECTORS
OF SOFTLAB9 TECHNOLOGIES INC.

(signed) "***Rahim Mohamed***"
CEO, Chairman

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the "**CGGG Meeting**") of the holders ("**CGGG Shareholders**") of Class "A" Common Shares ("**CGGG Shares**") of Clean Go Green Go Inc. ("**CGGG**") will be held at Manulife Place, Suite 500, 707 – 5th Street SW, Calgary Alberta, T2P 0Y3, on Monday, February 22, 2021, at 11:00 a.m. (Mountain time) for the following purposes:

(a) to consider, pursuant to an interim order (the "**Interim Order**") of the Court of Queen's Bench of Alberta dated January 22, 2021, and, if deemed advisable, to approve, with or without variation, a special resolution to approve an arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**Act**") providing for the acquisition of CGGG by Softlab9 Technologies Inc., as more particularly described in the accompanying joint information circular of CGGG and Softlab9 Technologies Inc. dated January 25, 2021 (the "**Circular**"); and

(b) to transact such further and other business as may properly be brought before the CGGG Meeting or any adjournment(s) or postponement(s) thereof.

The Arrangement and specific details of all matters proposed to be put before the CGGG Meeting are described in the Circular. The full text of the special resolution to approve the Arrangement (the "**Arrangement Resolution**") is set forth in Appendix B to this Circular. For details surrounding the approval of the Arrangement Resolution, see heading, "*Details of the Acquisition - Key Approvals - CGGG Shareholders Approval*" in this Circular.

The record date for determination of CGGG Shareholders entitled to receive notice of and to vote at the CGGG Meeting is January 15, 2021. Registered CGGG Shareholders are requested to date, sign and return the accompanying form of proxy for use at the CGGG Meeting. To be effective, the applicable form of the enclosed proxy must be received by Odyssey Trust Company (i) by mail, at, Odyssey Trust Company, Proxy Department, 1230, 300 - 5th Avenue S.W., Calgary, Alberta, T2P 3C4; (ii) by facsimile, at 1-800-517-4553 within North America or 1-800-517-4553 outside North America; (iii) by internet, at https://login.odysseytrust.com/pxlogin at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for the CGGG Meeting or any adjournment(s) or postponement(s) thereof. For the CGGG Shares held by beneficial CGGG Shareholders (i.e. CGGG Shareholders whose CGGG Shares are registered in the name of a broker, investment dealer, bank, transit company, or other intermediary or nominee) to be voted at the CGGG Meeting, such CGGG Shareholders should complete and return the voting instruction form or other authorization form provided to them by their broker or intermediary in accordance with the instructions provided therein.

Registered holders of CGGG Shares have the right to dissent with respect to the Arrangement, and if the Arrangement is completed, to be paid the fair value of their CGGG Shares in accordance with the provisions of Section 191 of the Act, as modified by the Interim Order. The right to dissent of a registered holder of CGGG Shares is more particularly described in

the Circular. **Failure to strictly comply with the requirements set forth in Section 191 of the Act, as modified by the Interim Order, may result in the loss of any right of dissent that a registered holder of CGGG Shares may otherwise have.** See the heading "*Details of the Acquisition - Dissent Rights"* in this Circular.

Your vote is important. Please read the enclosed materials carefully. If you have questions or require assistance in completing your proxy form or voting instruction form, as applicable, please contact our transfer agent, Odyssey Trust Company, toll-free, at 1-888-290-1175 or online at https://odysseycontact.com.

CGGG SHAREHOLDERS WILL NOT BE ABLE TO ATTEND THE MEETING IN PERSON NOR VOTE VIA CONFERENCE CALL.

In light of the ongoing COVID-19 situation and as part of our efforts to protect the health and safety of the public and our team members, while CGGG will still plans to hold a physical meeting, CGGG Shareholders will not be allowed into the CGGG Meeting. CGGG Shareholders may participate in the CGGG Meeting via audio conference call by calling the number provided below. CGGG Shareholders will not be able to vote their CGGG Shares at the CGGG Meeting in person and instead are urged to complete, date, sign and deliver the enclosed form of proxy or the voting instruction form (as applicable) prior to the CGGG Meeting in accordance with the instructions set out therein to ensure their CGGG Shares will be voted at the CGGG Meeting.

THE BOARD OF DIRECTORS AND MANAGEMENT REQUEST THAT ALL CGGG SHAREHOLDERS VOTE BY PROXY AND NOT ATTEND THE MEETING IN PERSON. THE LOGIN INFORMATION IS PROVIDED BELOW AND IT ENABLES CGGG SHAREHOLDERS TO PARTICIPATE IN A VOICE-ONLY CONFERENCE CALL. YOU WILL NOT BE ABLE TO VOTE VIA CONFERENCE CALL.

To join, please follow link and pre-register your attendance:	https://us02web.zoom.us/j/89846545719?pwd=cmU0TnNCRGxEdVRHSEQ0blAzVmU4QT09
Webinar ID:	898 4654 5719
Passcode:	618675
Dial-in toll-free:	1-855-703-8985 **(Canada)** 888 788 0099 or 833 548 0276 **(United States)** https://us02web.zoom.us/u/kvTkSWMWt **(For International Callers)**

Dated at Calgary, Alberta this 25th day of January 2021.

BY ORDER OF THE BOARD OF DIRECTORS
OF CLEAN GO GREEN GO INC.

(Signed) "***Anthony Sarvucci***"

Chief Executive Officer
Clean Go Green Go Inc.

Court File No.: 2101-00397

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF SECTION 193 OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, C. B-9, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CLEAN GO GREEN GO INC., ITS SHAREHOLDERS AND SOFTLAB9 TECHNOLOGIES INC.

NOTICE OF ORIGINATING APPLICATION

NOTICE IS HEREBY GIVEN that an originating application (the "**Application**") has been filed with the Court of Queen's Bench of Alberta, Judicial Centre of Calgary (the "**Court**") on behalf of Clean Go Green Go Inc. ("**CGGG**") with respect to a proposed arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**Act**"), in respect of CGGG and the holders of Class "A" Common Shares of CGGG (the "**CGGG Shareholders**"). The Arrangement is described in greater detail in the joint information circular dated January 25, 2021 (the "**Circular**") accompanying this Notice of Originating Application.

At the hearing of the Application, CGGG intends to seek:

1. a declaration that the Arrangement is an "arrangement" within the meaning of the Act and that the application for approval of the Arrangement shall be conducted under the process set forth in Section 193 of the Act;
2. a declaration that it is impracticable to effect the result contemplated by the Arrangement under the Act other than Section 193 of the Act;
3. the establishment of a procedure by which the CGGG Meeting (as defined in the Circular) will be called and conducted for the CGGG Shareholders to consider and vote upon the proposed Arrangement;
4. a declaration that the registered CGGG Shareholders shall have the right to dissent in respect of the Arrangement in accordance with the provisions of Section 191 of the Act, as modified by the Interim Order (as defined in the Circular) and the Plan of Arrangement (as defined in the Circular);
5. the return of this Application and such other matters as may be required for the proper consideration of the Arrangement;
6. an order establishing the procedures to be followed by any interested party desiring to be heard at the Application for Final Order (as defined below); and
7. such other and further orders, declarations or directions as the Court may deem just,

(collectively, the "**Final Order**").

AND NOTICE IS FURTHER GIVEN that the said Application is directed to be heard before a Justice of the Court, at the Calgary Court Centre via Webex on Monday, February 22, 2021 at 2:00 p.m. (Calgary time) or as soon thereafter as counsel may be heard. **Any CGGG Shareholder or other interested party desiring to support or oppose the Application is required to file with the Court and serve upon CGGG on or before 2:00 p.m.**

(Calgary time) on February 19, 2021, a notice of intention to appear (the "Notice of Intention to Appear") setting out such CGGG Shareholder's or interested party's address for service and indicating whether such CGGG Shareholder or interested party intends to support or oppose the Application or make submissions at the Application, together with a summary of the position such CGGG Shareholder or interested party intends to advocate before the Court and any evidence or materials which are to be presented to the Court. Service on CGGG is to be effected by delivery to its solicitors at the address set forth below.

AND NOTICE IS FURTHER GIVEN that, at the hearing and subject to the foregoing, CGGG Shareholders and any other interested parties will be entitled to make representations as to, and the Court will be requested to consider, the fairness of the Arrangement. If you do not attend, either in person or by counsel, at that time, the Court may approve or refuse to approve the Arrangement as presented or may approve it subject to such terms and conditions as the Court may deem fit, without any further notice.

AND NOTICE IS FURTHER GIVEN that no notice of the Application will be given by CGGG and that in the event the hearing of the Application is adjourned, only those persons who have appeared before the Court for the Application at the hearing, or who have filed a Notice of Intention to Appear as described above, shall be served with notice of the adjourned date.

AND NOTICE IS FURTHER GIVEN that the Court, by an interim order dated January 22, 2021 (the "**Interim Order**"), has given directions as to the calling and holding of a special meeting of the CGGG Shareholders for the purposes of such shareholders voting upon a special resolution to approve the Arrangement and, in particular, has directed that registered CGGG Shareholders have the right to dissent under the provisions of Section 191 of the Act, as modified by the terms of the Interim Order and the Plan of Arrangement (as defined in the Circular).

AND NOTICE IS FURTHER GIVEN that a copy of the said Application and other documents in the proceedings will be furnished to any CGGG Shareholder or other interested party requesting the same by the undermentioned solicitors for CGGG upon written request delivered to such solicitors as follows:

Solicitors for CGGG:

McLeod Law LLP
Suite 500, 707 5th Street SW
Calgary, Alberta T2P 0Y3
Attention: Spencer Chimuk
Facsimile: (403) 271-1769

DATED at the City of Calgary, in the Province of Alberta, this 25th day of January, 2021.

BY ORDER OF THE BOARD OF DIRECTORS
OF CLEAN GO GREEN GO INC.

(Signed) "***Anthony Sarvucci***"

Chief Executive Officer
Clean Go Green Go Inc.

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JOINT INFORMATION CIRCULAR

January 25, 2021

JOINT INFORMATION CIRCULAR

For the meaning assigned to certain capitalized terms in this Circular, please see the heading "*Glossary of Terms*" in the Circular. Unless otherwise indicated, references herein to "**$**" or "**dollars**" are to Canadian dollars. All financial information in this Circular has been presented in Canadian dollars and in accordance with IFRS.

INTRODUCTORY INFORMATION

This Circular is furnished in connection with the solicitation of proxies by and on behalf of management of each of Softlab9 and CGGG for use at the Softlab9 Meeting and the CGGG Meeting, respectively, and any adjournment(s) or postponement(s) thereof. No person has been authorized to give any information or make any representation in connection with the Acquisition, the Arrangement Agreement and the Plan of Arrangement and related matters other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by either CGGG or Softlab9.

Softlab9 Shareholders and CGGG Shareholders should not construe the contents of this Circular as constituting legal, tax or financial advice with respect to the matters described in this Circular and instead encouraged to consult with their own legal, tax, financial and other professional advisors if they have any questions or concerns.

The information concerning CGGG contained in this Circular has been provided by CGGG. Although Softlab9 has no knowledge that would indicate that any of the information provided by CGGG is untrue or incomplete, Softlab9 does not assume any responsibility for the accuracy or completeness of such information or the failure by CGGG to disclose events which may have occurred or may affect the completeness or accuracy of such information.

The information concerning Softlab9 contained or incorporated by reference in this Circular has been provided by Softlab9 or publicly filed by Softlab9. Although CGGG has no knowledge that would indicate that any of such information is untrue or incomplete, CGGG does not assume any responsibility for the accuracy or completeness of such information or the failure by Softlab9 to disclose events which may have occurred or may affect the completeness or accuracy of such information.

All summaries of, and references to, the Arrangement and the Arrangement Agreement in this Circular are qualified in their entirety by reference to the Arrangement Agreement, a copy of which is attached as Appendix C to this Circular, and the complete text of the Plan of Arrangement, a copy of which is attached as Schedule A to the Arrangement Agreement. **Readers are urged to carefully read the full text of this Circular, the Arrangement Agreement and the Plan of Arrangement.**

Information contained in this Circular is given as of January 25, 2021, unless otherwise specifically stated.

Forward-looking Statements

The Acquisition is a proposed transaction. Throughout this Circular, the description of the Acquisition, its completion and its effect on Softlab9 and CGGG are made on a prospective basis and, in certain cases, are made as if the Acquisition is completed. The completion of the Acquisition is subject to a number of conditions which are described in this Circular and neither

Softlab9 nor CGGG can give any assurance or guarantee that the Acquisition will be completed even if Softlab9 Shareholders and CGGG Shareholders approve the Acquisition. See the heading "*Risk Factors*" in this Circular.

This Circular, including documents incorporated by reference herein, contains forward-looking statements and information. The use of any of the words "expect", "anticipate", "continue", "estimate", "objective", "ongoing", "may", "will", "project", "should", "believe", "plans", "intends", "potential" and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the expected completion date of the Acquisition and satisfaction of the conditions thereto, the satisfactory completion of the Private Placement, including obtaining approval of the Softlab9 Shareholders and the CGGG Shareholders at the Meetings, the anticipated timing of filing submissions to the CSE and receipt of CSE approval for listing of the Softlab9 Shares to be issued pursuant to the Arrangement, and receipt of the Final Order, the anticipated expenses of the Arrangement, the anticipated tax consequences of the Arrangement on CGGG Shareholders, the performance of CGGG's and Softlab9's respective businesses, the prospects of CGGG should it continue as a stand-alone entity or pursue an alternative transaction, certain combined financial information of Softlab9 and CGGG, New Softlab9's assets, cost structure, financial position, cash flow, strategy and growth prospects following the completion of the Acquisition, the ability of New Softlab9 to realize the anticipated benefits from the Acquisition, including growth prospects, cost savings, improved operating and capital efficiencies and integration opportunities, the board of directors and executive leadership team of Softlab9 following the completion of the Arrangement, and their ownership interest in Softlab9 following the Arrangement and other statements that are not historical facts.

Furthermore, the combined and/or *pro forma* information set forth in this Circular should not be interpreted as indicative of the financial position or other results of operations had Softlab9 and CGGG operated as a combined entity as at or for the periods presented, and such information does not purport to project Softlab9's results of operations for any future period. As such, undue reliance should not be placed on such combined and/or *pro forma* information.

The forward-looking statements and information included and incorporated by reference in this Circular are based on certain expectations and assumptions made by Softlab9 and CGGG, including expectations and assumptions concerning:

- the timely receipt of regulatory, Shareholders and Court approval and the satisfaction of closing conditions for the completion of the Acquisition;
- the expected benefits from the Acquisition;
- taxes and capital, operating, general and administrative and other costs;
- foreign currency exchange rates and interest rates;
- general economic and business conditions;
- the ability of New Softlab9 to obtain the required capital to finance its operations and meet its commitments and financial obligations following the Acquisition;
- the ability of Softlab9 to obtain equipment, services, supplies and personnel in a timely manner and at an acceptable cost to carry out its activities following the Acquisition;
- the timely receipt of required governmental and regulatory approvals;
- anticipated timelines and budgets being met in respect of operations; and

- general business, economic and market conditions.

Although Softlab9 and CGGG believe that the expectations and assumptions on which such forward-looking statements and information are based are reasonable, undue reliance should not be placed on these forward-looking statements and information because Softlab9 and CGGG can give no assurance that they will prove to be correct.

Forward-looking statements and information are based on expectations, estimates and projections that involve a number of risks and uncertainties which could cause actual results to differ materially from those anticipated due to a number of factors and risks. These material risks and uncertainties related to the Acquisition include, but are not limited to:

- the Acquisition may not be completed on the terms anticipated or at all;
- the conditions to and approvals for the completion of the Acquisition not being satisfied and obtained;
- the Arrangement Agreement may be terminated in certain circumstances;
- if the Acquisition is not completed, Softlab9's and CGGG's future business and operations could be harmed;
- Softlab9 and CGGG will incur costs in connection with the Acquisition even if the Acquisition is not completed;
- the pending Acquisition may divert the attention of Softlab9's and CGGG's management;
- there are risks related to the integration of Softlab9's and CGGG's existing businesses; and
- some or all of the expected benefits of the Acquisition not being realized.

The foregoing list of material risks and uncertainties is not exhaustive and does not include the risks related to the business of CGGG, Softlab9 or the companies on a combined basis. See the heading "*Risk Factors*" in this Circular. As a result, readers should not place undue reliance on the forward-looking statements and information contained in this Circular. For more information relating to the risk that Softlab9 is subject to, see Softlab9's management's discussion and analysis, copies of which are available on SEDAR at www.sedar.com under Softlab9's profile.

The forward-looking statements and information contained herein are expressly qualified in their entirety by this cautionary statement. The forward-looking statements and information included in this Circular are made as of the date of this Circular and CGGG and Softlab9 undertake no obligation to publicly update such information to reflect new information, subsequent events or otherwise, except as required by applicable securities law.

Information for United States Shareholders

THE ARRANGEMENT AND THE CONSIDERATION ISSUABLE TO CGGG SHAREHOLDERS PURSUANT TO THE ARRANGEMENT, HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR OR THE FAIRNESS OR MERITS OF THE PLAN OF ARRANGEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

The issuance of the Consideration to the CGGG Shareholders in the United States in exchange for their CGGG Shares pursuant to the Arrangement, have not been and will not be registered under the 1933 Act, or any U.S. state securities Laws, and will be issued to the CGGG Shareholders in the United States in reliance upon the Section 3(a)(10) Exemption. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been determined by a court of competent jurisdiction, expressly authorized by Law to grant such approval, substantively and procedurally as fair to the recipients of the securities, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court issued the Interim Order on January 22, 2021 and, subject to the approval of the Arrangement by the CGGG Shareholders, a hearing for the Final Order approving the Arrangement is scheduled to be held at 2:00 p.m. (Calgary time) on February 22, 2021, or as soon thereafter as counsel may be heard. Accordingly, the Final Order, if granted by the Court, will constitute a basis for the Section 3(a)(10) Exemption with respect to the Consideration to be issued in connection with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order.

The Consideration to be issued under the Arrangement will not be registered under the 1933 Act or the securities laws of any state of the United States. The Consideration will instead be issued in reliance upon the Section 3(a)(10) Exemption. The Consideration to be issued under the Arrangement will be freely transferable under United States federal securities laws, except that the 1933 Act imposes restrictions on the resale of the Consideration received pursuant to the Arrangement by persons who are, become after the consummation of the Arrangement or within 90 days of the Effective Time have been, "affiliates" of Softlab9. See the heading "*Details of the Acquisition – Securities Law Matters*" in this Circular.

CGGG is a corporation organized and existing under the laws of the Province of Alberta, Canada. Softlab9 is a company organized and existing under the laws of the BCBCA. Each of CGGG and Softlab9 is a "foreign issuer", as such term is defined in Rule 405 of Regulation C under the 1933 Act. The solicitation of proxies and the transactions contemplated in this Circular involve securities of Alberta and British Columbia entities that are being effected in accordance with applicable corporate and securities laws of the Province of Alberta and British Columbia, and is not subject to the requirements of Section 14(a) of the 1934 Act based on exemptions from the proxy solicitation rules for "foreign private issuers" (as such term is defined in Rule 405 of Regulation C under the 1933 Act). Accordingly, Softlab9 Shareholders and CGGG Shareholders residing in the United States should be aware that this Circular has been prepared in accordance with the disclosure requirements under applicable Canadian securities laws, which may be different from the requirements under U.S. securities laws. Similarly, Softlab9 Shareholders and CGGG Shareholders residing in the United States should also be aware that requirements under the corporate and securities laws of the Provinces of Alberta, and British Columbia may differ from the requirements under U.S. corporate and securities laws.

The enforcement by investors of civil liabilities under U.S. securities laws may be affected adversely by the fact that Softlab9 and CGGG exist under the laws of, respectively, British Columbia and Alberta, that their respective officers and directors are not residents of the United States and that all or a substantial portion of each of their assets are located outside the United States. As a result, it may be difficult or impossible Softlab9 Shareholders and CGGG Shareholders in the United States to effect service of process within the United States upon CGGG, Softlab9, their respective directors or officers or such experts, or to realize, against them, upon judgments of courts of the United States predicated upon civil liabilities

under the federal securities Laws of the United States or "blue sky" Laws of any state within the United States. In addition, Softlab9 Shareholders and CGGG Shareholders in the United States should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities Laws of the United States or "blue sky" Laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities Laws of the United States or "blue sky" Laws of any state within the United States.

CGGG Shareholders should be aware that the transactions contemplated herein may have tax consequences both in Canada and in the United States. CGGG Shareholders who are subject to United States federal taxation should note that the United States tax consequences that may apply to them for participating in the Arrangement are not described in this Circular. Certain information concerning the Canadian tax consequences of the Arrangement for CGGG Shareholders who are residents of the United States is set forth under the heading "*Certain Canadian Federal Income Tax Considerations*" in this Circular, but such consequences may not be described fully in this Circular. **All CGGG Shareholders should consult with their legal, tax, financial and accounting advisors to determine the tax consequences to them resulting from the transactions contemplated by the Arrangement**.

Financial statements of Softlab9 and CGGG included or incorporated by reference in this Circular have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board. IFRS differs in certain material respects from U.S. generally accepted accounting principles ("**U.S. GAAP**") and, as such, the financial statements of Softlab9 and CGGG and the financial information derived therefrom may not be comparable to the financial statements and financial information of U.S. companies prepared in accordance with U.S. GAAP. As the SEC has adopted rules to accept, from foreign private issuers financial statements prepared in accordance with IFRS without reconciliation to U.S. GAAP, this Circular does not include an explanation of the principal differences between, or any reconciliation of, IFRS and U.S. GAAP. The audited financial statements included or incorporated by reference herein were audited in accordance with Canadian auditor independence standards, which differ from United States auditor independence standards.

GLOSSARY OF TERMS

Unless already defined in the applicable sections within this Circular, capitalized terms in this Circular has the following meaning:

"**1933 Act**" means the *United States Securities Act* of 1933, including the rules and regulations promulgated thereunder, as amended from time to time;

"**1934 Act**" means the Unites States Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder, as amended from time to time;

"**Acquisition**" means the proposed combination of Softlab9 and CGGG wherein in exchange for the Consideration and pursuant to the terms of the Arrangement Agreement, Softlab9 has agreed to acquire all of the CGGG Shares in exchange for Softlab9 Shares;

"**Act**" means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended from time to time;

"**Application**" means the originating application filed with the Court on behalf of CGGG with respect to the Arrangement under Section 193 of the Act;

"**Arrangement**" means the arrangement under the provisions of Section 193 of the Act on the terms and conditions set forth in the Plan of Arrangement as modified or amended in accordance with the terms of the Arrangement Agreement or the direction of the Court, a copy of which is attached as Schedule A to Appendix C of this Circular to give effect to the Acquisition;

"**Arrangement Agreement**" means the arrangement agreement dated November 20, 2020 between Softlab9 and CGGG, a copy of which is attached as Appendix C to this Circular;

"**Arrangement Resolution**" means the special resolution of CGGG Shareholders approving the Arrangement to be considered at the CGGG Meeting, the full text of which is attached as Appendix B to this Circular;

"**Articles of Arrangement**" means the articles of arrangement of CGGG in respect of the Arrangement required by the Act to be filed with the Registrar after the Final Order has been granted;

"**BCBCA**" the *Business Corporations Act* (British Columbia), SBC 2002 Chapter 57, as amended from time to time;

"**Boards**" means the Softlab9 Board and the CGGG Board;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**CGGG**" means Clean Go Green Go Inc.;

"**CGGG Board**" means the board of directors of CGGG as it may be comprised from time to time;

"**CGGG Meeting**" means the special meeting of CGGG Shareholders (including any adjournment(s) or postponement(s) thereof) to be called and held to consider and, if thought fit, to approve the Arrangement Resolution;

"**CGGG Shares**" means the Class "A" Common Shares of CGGG;

"**CGGG Shareholders**" means the holders of CGGG Shares;

"**Circular**" means this joint information circular of Softlab9 and CGGG dated January 25, 2021 to be sent to the Softlab9 Shareholders and CGGG Shareholders, respectively, in connection with the Meetings;

"**Consideration**" means the issuance of an aggregate of 24,000,000 Softlab9 Shares in exchange of the total issued and outstanding CGGG Shares as of the Effective Time, for an effective exchange ratio of 0.75 of a Softlab9 Share for each CGGG Share;

"**Continuation**" means the continuation of Softlab9 out of the Province of British Columbia under the BCBCA and into the Province of Alberta under the Act;

"**Continuation Resolution**" means the special resolution of Softlab9 Shareholders to approve the Continuation;

"**Court**" means the Court of Queen's Bench of Alberta;

"**CRA**" means the Canada Revenue Agency;

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

"**Depositary**" means Odyssey Trust Company;

"**Dissent Rights**" means the rights of dissent provided for in Article IV of the Plan of Arrangement;

"**Dissenting Shareholders**" means the registered holders of CGGG Shares who exercise, and do not prior to the Effective Date withdraw or otherwise relinquish, the Dissent Rights;

"**Effective Date**" means the date on which the Arrangement becomes effective under the Act;

"**Effective Time**" means the time at which the Plan of Arrangement becomes effective on the Effective Date pursuant to the Act;

"**FDA**" means the United States Food and Drug Administration, a federal agency of the Department of Health and Human Services of the United States government;

"**Final Order**" means the final order of the Court approving the Arrangement pursuant to subsection 193(9) of the Act, as such order may be amended or modified at any time prior to the Effective Time;

"**Fundamental Change**" means the fundamental change (as defined in CSE Policy 8 – *Fundamental Changes and Changes of Business*) to Softlab9 that will result from completion of the Acquisition;

"**Fundamental Change Resolution**" means the ordinary resolution of Softlab9 Shareholders to authorize and approve the Fundamental Change and conditional upon completion of the Acquisition, to increase the size of the Softlab9 Board from four to five and to elect Anthony Sarvucci, Alnoor Nathoo, Dr. Darren Clarke, Eugene Chen and Morgan Rebrinsky as directors of New Softlab9, in the form set out in Appendix A to this Circular;

"**Interim Order**" means the interim order of the Court concerning the Arrangement pursuant to subsection 193(4) of the Act, providing for, among other things, the calling and holding of the CGGG Meeting, a copy of which is attached as Appendix D to this Circular;

"**Law**" means with respect to any person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a governmental entity that is binding upon or applicable to such person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any governmental entity, as amended, unless expressly specified otherwise;

"**Letter of Transmittal**" means the letter of transmittal provided to registered holders of CGGG Shares by CGGG pursuant to which such holders are required to deliver certificates representing their CGGG Shares to receive Softlab9 Shares issuable pursuant to the Arrangement;

"**Liens**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory or otherwise), or restriction or adverse right or claim, or other third-party interest or encumbrance of any kind, in each case, whether contingent or absolute;

"**Loan**" means the bridge loan advanced by Softlab9 to CGGG in the aggregate amount of $800,000 following the signing of the letter of intent dated May 20, 2020;

"**Meetings**" means the Softlab9 Meeting and the CGGG Meeting;

"**New Softlab9**" means Softlab9 following the completion of the Acquisition;

"**New Softlab9 Board**" means the board of directors of New Softlab9 as it may be comprised from time to time;

"**New Softlab9 Shares**" means the common shares of New Softlab9;

"**Non-Resident Holder**" means a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty convention, is not, and is not deemed to be, resident in Canada and does not use or hold, and is not deemed to use or hold, the CGGG Shares or Softlab9 Shares received under the Arrangement in a business carried on in Canada;

"**Notice of Intention to Appear**" has the meaning ascribed in the Notice of Originating Application;

"**Notice of Originating Application**" means the notice of originating application by CGGG to the Court for the Final Order which accompanies this Circular;

"**person**" means an individual, partnership, association, body corporate, trust, unincorporated organization, government, regulatory authority, or other entity;

"**Plan of Arrangement**" means the plan of arrangement as set out in Schedule A to the Arrangement Agreement and any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement or the direction of the Court in the Final Order;

"**Private Placement**" means the proposed non-brokered private placement of securities of Softlab9 as determined by the Softlab9 Board;

"**Proposed Amendments**" means all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof;

"**RDSP**" means a registered disability savings plan;

"**Resident Dissenter**" means a registered CGGG Shareholder who validly exercises Dissent Rights in respect of the Arrangement and is entitled to be paid the fair value of their CGGG Shares by New Softlab9;

"**Resident Holder**" means a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty convention, is, or is deemed to be, resident in Canada;

"**Rule 144**" means Rule 144 under the 1933 Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the 1933 Act provided by section 3(a)(10) thereof;

"**Section 85 Election**" means an election pursuant to section 85 of the Tax Act;

"**SEDAR**" means the Canadian System for Electronic Document Analysis and Retrieval;

"**Side Letter Agreement**" means the letter agreement set forth in Schedule "D" of the Arrangement Agreement;

"**Softlab9**" means Softlab9 Technologies Inc.;

"**Softlab9 Board**" means the board of directors of Softlab9 as it may be comprised from time to time;

"**Softlab9 Meeting**" means the special meeting of Softlab9 Shareholders (including any adjournment(s) or postponement(s) thereof) to be called and held to consider and, if thought fit, to approve the Fundamental Change Resolution and the Continuation Resolution;

"**Softlab9 Shares**" means common shares of Softlab9;

"**Softlab9 Shareholders**" means the holders of Softlab9 Shares;

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations for the Province of Alberta, duly appointed under the Act;

"**Shareholders**" means the Softlab9 Shareholders and the CGGG Shareholders;

"**Tax Act**" means the *Income Tax Act*, (Canada) R.S.C. 1985 c.1 (5th Supp.) and the regulations promulgated thereunder, each as amended; and

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

All dollar amounts in this Circular are expressed in Canadian dollars, unless otherwise noted.

SUMMARY

The following is a summary of the contents of this Circular. This summary is provided for convenience only and the information contained in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information contained in this Circular including the appendices which are incorporated herein and form part of this Circular. Certain terms used herein and not otherwise defined are defined in the "Glossary of Terms".

The Meetings

Softlab9 Meeting will be held at Suite 1100 - 1111 Melville Street, Vancouver BC V6E3V6, on Monday, February 22, at 9:00 a.m. (Pacific Time). CGGG Meeting will be held at Manulife Place, Suite 500, 707 – 5th Street SW, Calgary Alberta, T2P 0Y3, on Monday, February 22, at 11:00 a.m. (Mountain Time).

Softlab9 Meeting has been called to consider, and if thought advisable, to pass the Fundamental Change Resolution and the Continuation Resolution. The CGGG Meeting has been called to consider, and if thought advisable, to pass the Arrangement Resolution.

The Acquisition

Pursuant to the Arrangement Agreement between Softlab9 and CGGG, Softlab9 will acquire 100% of the CGGG Shares by means of a share exchange between the CGGG Shareholders and Softlab9. Softlab9 will issue 0.75 of a Softlab9 Share for each CGGG Share owned by a CGGG Shareholder. Upon completion, CGGG will be a 100% wholly-owned subsidiary of Softlab9. The Acquisition is a "fundamental change" under Policy 8 of the CSE and is subject to CSE and Softlab9 Shareholders' approval. The Arrangement is subject to CGGG Shareholder approval.

As part of the Acquisition, Softlab9 intends to change its name to "CleanGo Innovations Inc." and to continue its corporate existence out of British Columbia and into Alberta to become an Alberta corporation.

Softlab9

Softlab9 is a public company listed on the CSE that operates as a technology incubator, specializing in launching, acquiring, and vertically integrating technology companies on a global basis. Past focuses of endeavour have been in the areas of distributed ledger technology, cryptocurrency, fintech, and mobile applications. With the Acquisition, Softlab9 is directing its activities into the markets for green cleansers and disinfectant and the markets for personal protective equipment and sanitizing products that have been driven by the COVID-19 pandemic.

Softlab9 is incorporated under the BCBCA and its registered and head office is located at Suite 610 - 700 West Pender Street, Vancouver BC V6C 1G8.

For a more detailed description of Softlab9 and other relevant information, see Appendix F – "*Information Concerning Softlab9 Technologies Inc.*"

CGGG

CGGG is an FDA and Health Canada approved manufacturer of green, non-toxic, and biodegradable suite of cleaning products for industrial, commercial and consumer markets.

CGGG, also manufactures hand sanitizer gel and wipes which are sold throughout the USA and Canada.

CGGG is incorporated under the Act and its head and registered office is located at Unit#422 234-5149 Country Hills Blvd, Calgary, Alberta, T3A 5K8. CGGG is a privately held company. CGGG is not a reporting issuer in any province or territory of Canada.

For a more detailed description of CGGG and other relevant information, see Appendix G – "*Information Concerning Clean Go Green Go Inc.*"

Recommendations of the Boards of Directors

The Softlab9 Board unanimously recommends that the Softlab9 Shareholders vote "FOR" the Fundamental Change Resolution and the Continuation Resolution.

The CGGG Board unanimously recommends that the CGGG Shareholders vote "FOR" the Arrangement Resolution.

Details of the Acquisition

The following is a summary only of the Acquisition and reference should be made to the full text of the Arrangement Agreement and the Plan of Arrangement set forth in Appendix C to this Circular, including Schedule A thereto.

Procedure for the Arrangement to Become Effective

Procedural Steps

The following procedural steps must be concluded for the Arrangement to become effective:

(a) the Arrangement Resolution must be approved by the CGGG Shareholders at the CGGG Meeting in the manner set forth in the Interim Order;

(b) the Fundamental Change Resolution must be approved by the Softlab9 Shareholders at the Softlab9 Meeting in the manner set forth under the rules of the CSE;

(c) the Arrangement must be approved by the Court pursuant to the Final Order;

(d) all other material consents shall have been obtained on terms and conditions acceptable to Softlab9 and CGGG;

(e) the Private Placement shall have been completed;

(f) all conditions precedent to the Arrangement as set forth in the Arrangement Agreement must be satisfied or waived by the appropriate parties; and

(g) the Final Order and Articles of Arrangement must be filed with the Registrar.

The Arrangement will become effective on the Effective Date.

CGGG Shareholder Approval

For the Arrangement to be implemented (subject to further order of the Court), the Arrangement Resolution approving the Arrangement must be approved by at least $66^{2/3}$% of the votes cast by all CGGG Shareholders by proxy at the CGGG Meeting.

See the heading "*Details of the Acquisition - Key Approvals - CGGG Shareholder Approval*".

Softlab9 Shareholder Approval

The Acquisition constitutes a Fundamental Change for Softlab9 and requires the approval of more than 50% of the Softlab9 Shareholders who vote at the Softlab9 Meeting. The Continuation requires the approval of $66^{2/3rd}$of the votes cast by the Softlab9 Shareholders who vote at the Softlab9 Meeting.

See the heading "*Details of the Acquisition - Key Approvals - Softlab9 Shareholder Approval*".

Court Approval

Pursuant to the Act, the implementation of the Arrangement is subject to approval by the Court. Prior to the mailing of this Circular, CGGG obtained the Interim Order providing for the calling and holding of the CGGG Meeting and other procedural matters. Subject to approval of the Arrangement by the CGGG Shareholders at the CGGG Meeting, the hearing in respect of the Final Order is scheduled to take place on February 22, 2021 at 2:00 p.m. (Calgary time) in the Court or as soon thereafter as counsel may be heard. At the hearing of the application in respect of the Final Order, the Court will consider, among other things, the fairness of the Arrangement to the CGGG Shareholders. The Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit.

See the heading "*Details of the Acquisition - Key Approvals - Court Approval*".

Stock Exchange Approval

It is a mutual condition to the completion of the Acquisition that the CSE shall have conditionally approved the listing of the Softlab9 Shares issuable pursuant to the Arrangement on the CSE. While the CSE has yet to conditionally approve the listing of the additional Softlab9 Shares, management of Softlab9 expects to receive a conditional approval from the CSE.

See the heading "*Details of the Acquisition - Key Approvals - Stock Exchange Approval*".

Timing

If the Meetings are held as scheduled and are not adjourned or postponed and the other necessary conditions of the Arrangement are satisfied or waived, CGGG will apply to the Court for the Final Order approving the Arrangement on February 22, 2021. If the Final Order is obtained in form and substance satisfactory to Softlab9 and CGGG, and all other conditions specified are satisfied or waived, Softlab9 and CGGG expect the Acquisition will be completed on or about February 25, 2021. However, it is not possible to state conclusively when the closing will occur. See the heading "*Details of the Acquisition - Timing*".

Certain Canadian Federal Income Tax Considerations

This Circular contains a summary of certain Canadian federal income tax considerations generally applicable to certain CGGG Shareholders who, under the Arrangement, dispose of CGGG Shares. See the heading "*Other Information Relating to the Acquisition* - Certain Canadian Federal Income Tax Considerations".

CGGG Shareholders should consult their own tax advisors for advice with respect to the Canadian income tax consequences to them in respect of the Arrangement.

Summary of Certain United States Federal Income Tax Considerations

This Circular contains a summary of certain U.S. federal income tax considerations generally applicable to certain U.S. Holders that transfer CGGG Shares pursuant to the Arrangement. See the heading "*Other Information Relating to the Acquisition - Certain United States Federal Income Tax Considerations*".

U.S. Holders are urged to consult their own tax advisors regarding the specific tax consequences of the Arrangement to them.

Other Tax Considerations

This Circular discusses certain Canadian and United States federal income tax considerations applicable to certain CGGG Shareholders. Tax consequences to CGGG Shareholders who are resident in jurisdictions other than Canada or the United States are not discussed and such CGGG Shareholders should consult their tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning Softlab9 Shares after the Arrangement. All CGGG Shareholders should consult their tax advisors regarding the provincial, state, local and territorial tax consequences of the Arrangement and of holding Softlab9 Shares.

Letter of Transmittal

Enclosed with this Circular is a Letter of Transmittal, which, when properly completed and returned together with the certificate or certificates representing CGGG Shares and all other required documents, will enable each CGGG Shareholder to obtain the certificates or similar documents representing the Softlab9 Shares to which they are entitled under the Arrangement. Additional copies of the Letter of Transmittal are available by contacting the Depositary at the numbers listed in the Letter of Transmittal. The Letter of Transmittal is also filed under Softlab9's SEDAR profile at www.sedar.com.

Any certificates formerly representing CGGG Shares that are not deposited with all other documents as required by the Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or a claim of any kind or nature as a shareholder of Softlab9. On such date, the Softlab9 Shares to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered to Softlab9, together with all entitlements to dividends or distributions thereon held for such former registered holder, for no consideration, and such shares and rights shall thereupon be cancelled and the name of the former registered holder shall be removed from the register of holders of such shares.

CGGG Shareholders whose CGGG Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee must contact such person for instructions and assistance in delivering certificates representing their CGGG Shares to the Depositary.

See the heading "*Details of the Acquisition - Procedure for Exchange of CGGG Shares for Softlab9 Shares*".

Rights of Dissenting Shareholders - Softlab9

The Continuation provides Dissent Rights as set forth in sections 237 to 247 of the BCBCA (which provisions are provided in Appendix E to this Circular). In general, any registered Softlab9 Shareholder who dissents from the Continuation in compliance with sections 237 to 247 of the BCBCA will be entitled, in the event that the Continuation becomes effective, to be paid by Softlab9 the fair value of the Softlab9 Shares held by the dissenting registered Softlab9 Shareholder. Registered Softlab9 Shareholders considering exercising Dissent Rights should seek the advice of their own legal counsel and tax and investment advisors and should carefully review the description of such rights set forth in this Circular, and comply with the provisions of the Dissent Rights, the full text of which is set out on Appendix E to this Circular.

Rights of Dissenting Shareholders - CGGG

Under the Plan of Arrangement and pursuant to the Interim Order, a registered CGGG Shareholder is entitled to dissent in respect of the Arrangement Resolution and, if the Arrangement is completed, to be paid by New Softlab9 the fair value of that Dissenting Shareholder's CGGG Shares as determined by the Court, if CGGG has received from that Dissenting Shareholder a written objection to the Arrangement Resolution addressed to CGGG at Suite 500, 707 5th Street SW, Calgary, Alberta T2P 0Y3, Attention: Spencer Chimuk by February 19, 2021 being the second business day immediately preceding the date of the CGGG Meeting, or the second business day immediately preceding the date of any adjournment(s) or postponement(s) of the CGGG Meeting and that Dissenting Shareholder has otherwise complied with the procedures set forth in Section 191 of the Act.

Provided that the Arrangement becomes effective, each Dissenting Shareholder will be entitled to be paid by New Softlab9 the fair value of the CGGG Shares in respect of which that Dissenting Shareholder dissents in accordance with the procedures set forth in Section 191 of the Act. The Arrangement Agreement provides that Softlab9's obligation to complete the Arrangement is subject to CGGG Shareholders holding not more than 5% of the issued and outstanding CGGG Shares having exercised their right of dissent.

See the heading "*Details of the Acquisition - Dissent Rights*".

Risk Factors

There are risks associated with the Arrangement and in holding New Softlab9 Shares following the Arrangement. Shareholders should carefully consider the risk factors listed in this Circular and the risk factors in the documents which are incorporated herein by reference.

See the heading "*Other Information Relating to the Acquisition - Risk Factors*". See also, Appendix F – "*Information Concerning Softlab9 Technologies Inc.*" and Appendix G – "*Information Concerning Clean Go Green Go Inc.*"

THE ACQUISITION

Overview

On November 20, 2020, Softlab9 and CGGG entered into the Arrangement Agreement which provides for the Acquisition of CGGG by Softlab9 by way of a Plan of Arrangement. The purpose of the Acquisition is to combine the businesses of Softlab9 and CGGG. Pursuant to the Arrangement Agreement, Softlab9 will acquire all of the CGGG Shares in exchange for Softlab9 Shares, and the CGGG Shareholders will receive the Consideration. Following the completion of the Acquisition, CGGG will become a wholly-owned subsidiary of Softlab9 and Softlab9 will continue the business of CGGG under the name "CleanGo Innovations Inc."

The Arrangement Agreement, a copy of which is attached as Appendix C to this Circular, sets out the steps to be taken by the parties to the Arrangement Agreement to implement the Arrangement. The Arrangement Agreement contains covenants, representations and warranties of and from each of the parties to the Arrangement Agreement and contains various closing conditions which must be satisfied or waived for the Arrangement to be completed. The steps of the Arrangement are set forth in the Plan of Arrangement which is attached to the Arrangement Agreement under Schedule "A". The description in this Circular of the Acquisition and the Arrangement Agreement is qualified in its entirety by reference to the full text of the Plan of Arrangement and the Arrangement Agreement.

Background to the Acquisition

As part of its continuing mandate to strengthen the business of CGGG and enhance value and liquidity opportunities for its shareholders, the CGGG Board and senior management of CGGG have from time to time considered and assessed possible strategic and other opportunities to better realize the potential of CGGG's business and asset portfolio.

Similarly, as part of its continuing mandate to act as an incubator in developing early-stage businesses, acquiring vertically integrated companies and enhancing value for its shareholders, the Softlab9 Board and senior management of Softlab9 have from time to time considered and assessed possible strategic and other opportunities. In that regard, Softlab9 continually assesses and explores the possibility of strategic transactions with various high-growth businesses.

The Acquisition is a result of arm's length negotiations conducted among representatives of Softlab9 and CGGG.

In late February, 2020 as the Softlab9 Board were seeking opportunities for Softlab9 to develop its business and create shareholder value, the Softlab9 Board were presented with an opportunity to work with a group of individuals who had created a patent pending formulation they believed would be effective as a long-lasting disinfectant against the new strain of coronavirus, SARS-CoV-2, the virus causing COVID-19, that was coming to be seen as a serious international health risk. The Softlab9 Board spent several weeks exploring the possibility of working with this group and during due diligence learned that the formulation was a long way from the creation of a product that could be sold in Canada. Although the Softlab9 Board abandoned this possible transaction, their interest in the disinfectant and sanitizer space increased and they determined to continue their search for a business opportunity in that market and related markets, including personal protective equipment and medical technologies or devices useful in the fight against COVID-19.

In early April 2020, the chief executive officer of Softlab9, Rahim Mohamed, along with other senior members of Softlab9 met with the board of directors of CGGG to discuss CGGG's business and explore the long-term growth potential of the disinfectant market in North America in the context of the escalating Covid-19 pandemic. It was becoming evident that COVID-19 was not going to be a short-term problem, and the Boards believed that the pandemic was going to change people's attitudes and practices towards hygiene standards on a long-term basis.

As exploratory discussions progressed, the parties identified a number of synergies between CGGG and Softlab9, and in early May 2020, senior management of both companies, Rahim Mohamed and Anthony Sarvucci began discussing the possibility of a potential business combination of CGGG and Softlab9.

In early May, Mr. Mohamed provided an update on his initial investigations and discussions with CGGG to the Softlab9 Board and Mr. Sarvucci also apprised the CGGG Board of the same from CGGG's side.

During the subsequent days, representatives of Softlab9 and CGGG had several meetings and phone calls to learn about the business of CGGG, including its founding, development, business plans, and its progress over the last several years. Samples of CGGG products were provided to the Softlab9 Board. Management and board members of Softlab9 were invited to tour CGGG's warehouse and manufacturing facility located in northeast Calgary, Alberta. Finally, the parties determined to sign a letter of intent for a potential business combination of the two companies. The Softlab9 Board recognized that the business combination would constitute a "fundamental change" under the policies of the CSE and require CSE and Softlab9 Shareholder approval.

On May 20, 2020, Softlab9 and CGGG entered into a letter of intent that contemplated the Acquisition. Following execution of the letter of intent, Softlab9 and CGGG, in consultation with their respective financial and legal advisors worked to determine the appropriate structure for the Acquisition, and the parties carried on with their due diligence.

In early fall of 2020, on the advice of their respective financial and legal advisors, both parties determined that the appropriate structure for the Acquisition was by way of a plan of arrangement. Thereafter, the parties and their respective legal counsel began negotiating the terms of the Arrangement Agreement.

In early November 2020, the Softlab9 Board convened to review the status of the Acquisition, consider the pertinent issues in connection therewith and review the terms of the draft Arrangement Agreement.

In early November 2020, McLeod Law LLP, legal counsel to CGGG provided the CGGG Board with an update regarding the legal and fiduciary duties and responsibilities of the CGGG Board in evaluating the Acquisition. McLeod Law LLP provided an update on progress made in the negotiations with Softlab9 with respect to terms of the Arrangement Agreement, including the remaining business issues, due diligence review, the conditions to the Acquisition, including court and regulatory approvals, and dissent rights available to registered CGGG Shareholders.

Through mid-November, the parties and their respective representatives negotiated all outstanding issues under the draft Arrangement Agreement.

In the third week of November 2020, the Softlab9 Board held a meeting where it received updates from management and counsel on the terms of the Arrangement Agreement, the final share exchange ratios, as well as the duties and responsibilities of the Softlab9 Board in considering the Arrangement Agreement and the application of applicable CSE policies with respect to the Acquisition. Following discussions among Softlab9 Board members, the Softlab9 Board resolved unanimously to approve the Acquisition and the Arrangement Agreement and to seek shareholder and CSE approval for the Fundamental Change.

On November 20, 2020, the CGGG Board held a meeting where it received updates from legal counsel on the terms of the draft Arrangement Agreement, the final share exchange ratios and the duties and responsibilities of the CGGG Board in considering the Arrangement Agreement. Following discussions among CGGG Board members, the CGGG Board concluded that considering the terms of the Arrangement, the Consideration offered by Softlab9 was fair from a financial point of view to the CGGG Shareholders. CGGG Board resolved, unanimously to approve entering into the Arrangement Agreement with Softlab9.

On November 20, 2020, Softlab9 and CGGG entered into the Arrangement Agreement. On November 23, 2020, prior to the opening of markets in Toronto, Softlab9 issued a news release announcing the signing of the Arrangement Agreement with CGGG.

Anticipated Benefits of the Acquisition

CGGG and Softlab9 believe that the Acquisition will result in New Softlab9 having:

- an experienced, entrepreneurial Board with the combined expertise to drive the combined company's success;
- a strong balance sheet and an enhanced cash flow base;
- a clear identity and business focus that would be appreciated in the market; and
- a promising, growth-oriented business that is expected to create shareholder value.

Further information relating to the impact of the Acquisition on Softlab9 is set forth under the heading "*Information Relating to New Softlab9 after the Acquisition*" in this Circular.

CGGG Shareholders (who will become New Softlab9 Shareholders if the Arrangement is completed), will, in addition to the benefits outlined above, also benefit from the Acquisition as a result of their ownership in:

- a combined company with a strong balance sheet, liquidity, and access to capital;
- a public company with access to the public markets to raise additional capital; and
- liquidity for their investment.

Softlab9 Shareholders and CGGG Shareholders will both benefit from the New Softlab9 Shares being more widely held following the Acquisition, which is expected to result in more active market trading.

Recommendations by the Boards

Recommendation of the Softlab9 Board

After consulting with management and its legal and tax advisors, the Softlab9 Board unanimously approved the Fundamental Change resulting from this Acquisition and agreed that the Arrangement was in the best interests of Softlab9 and authorized the entering into by Softlab9 of the Arrangement Agreement and all other related agreements.

The Softlab9 Board unanimously recommends that the Softlab9 Shareholders vote "FOR" the Fundamental Change Resolution.

Reasons for the Recommendation of the Softlab9 Board

In reaching its conclusions and formulating its unanimous recommendation, the Softlab9 Board consulted with Softlab9's senior management and with legal, tax and other advisors and considered a number of factors (including the interests of affected stakeholders), including, among others:

(a) *Best-in-Class Leadership*. Management responsibilities following the completion of the Acquisition will be allocated among an experienced and sophisticated management team including members drawn from both CGGG and Softlab9. The new and reconstituted board of New Softlab9 following the completion of the Acquisition will have a wealth of industry experience and expertise to spearhead this transformational integration of the two entities and is expected to optimize New Softlab9's operations going forward;

(b) *Consideration of Alternatives*. The Softlab9 Board carefully considered current industry, economic and market conditions and outlooks in light of the prevailing Covid-19 pandemic, future prospects of its business, as well as the impact of the Arrangement on affected stakeholders. In light of the opportunity for Softlab9 to enter into a new long-term growth industry (i.e. the disinfectant market), an opportunity to generate potential cash flow, and the absence of other strategic alternatives, the Softlab9 Board determined that following the completion of the Acquisition, Softlab9 will be better positioned to pursue a growth and value maximizing strategy as a result of the anticipated benefits of the Arrangement; and

(c) *Procedural Matters*. This Acquisition will result in a "fundamental change" for Softlab9 for CSE purposes which must be approved by at least 50.1% of the votes cast by Softlab9 Shareholders, voting as a single class, represented by proxy at the Softlab9 Meeting;

The Softlab9 Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the heading "*Risk Factors*" in this Circular. The Softlab9 Board believed that overall, the anticipated benefits of the Arrangement to Softlab9 outweighed these risks and negative factors.

The information and factors described above and considered by the Softlab9 Board in reaching its determinations are not intended to be exhaustive but only include the material factors considered by the Softlab9 Board. In view of the wide variety of factors considered in connection with the evaluation of the Arrangement and the complexity of these matters, the Softlab9 Board did not find it useful to, and did not attempt to, quantify, rank or otherwise

assign relative weights to these factors. In addition, individual members of the Softlab9 Board may have given different weight to different factors.

Recommendation of the CGGG Board

After consulting with management and its legal and tax advisors, the CGGG Board concluded that the Consideration offered by Softlab9 was fair, from a financial point of view, to the CGGG Shareholders and unanimously agreed that the Arrangement is in the best interests of CGGG and authorized the entering into by CGGG of the Arrangement Agreement and all other related agreements.

The CGGG Board unanimously recommends that the CGGG Shareholders vote "FOR" the Arrangement Resolution.

Reasons for the Recommendation of the CGGG Board

In reaching its conclusions and formulating its unanimous recommendation, the CGGG Board consulted with legal, tax and other advisors and considered a number of factors (including the interests of affected stakeholders), including, among others:

(a) *Best-in-Class Leadership*. Management responsibilities of new Softlab9 following the completion of the Acquisition will be allocated among an experienced and sophisticated management team including members drawn from both CGGG and Softlab9. The new and reconstituted board of New Softlab9 following the completion of the Acquisition will have a wealth of industry experience and expertise to spearhead this transformational integration of the two entities and is expected to optimize New Softlab9's operations going forward;

(b) *Consideration of Alternatives*. The CGGG Board carefully considered current industry, economic and market conditions and outlooks in light of the prevailing Covid-19 pandemic, future prospects of its business, as well as the impact of the Arrangement on affected stakeholders. In light of the opportunity for CGGG to achieve liquidity for its shareholders, the availability of a broader public market presence, greater visibility in a highly competitive and rapidly evolving landscape, and the absence of other strategic alternatives, the CGGG Board have determined that following the completion of the Acquisition, New Softlab9 will be better positioned to pursue a growth and value maximizing strategy as a result of the anticipated benefits of the Arrangement;

(c) *Tax Deferred Rollover.* In general, taxable Canadian resident CGGG Shareholders will be able to elect to receive Softlab9 Shares free of Canadian income taxes, and will generally not be subject to Canadian income tax; it is also expected that U.S. resident CGGG Shareholders will generally receive Softlab9 Shares on a tax-deferred basis for U.S. federal income tax purposes; and

(d) *Procedural Matters*. The Acquisition has been structured as a Plan of Arrangement which: (a) must be approved by at least $66^{2/3}$% of the votes cast by CGGG Shareholders represented by proxy at the CGGG Meeting; (b) registered CGGG Shareholders who do not vote in favour of the Arrangement Resolution have the ability to exercise Dissent Rights and, if validly exercised,

to receive fair value for their CGGG Shares; and (c) requires approval by the Court.

The CGGG Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the heading "*Risk Factors*" in this Circular. The CGGG Board believed that overall, the anticipated benefits of the Arrangement to CGGG outweighed these risks and negative factors.

The information and factors described above and considered by the CGGG Board in reaching its determinations are not intended to be exhaustive but only include the material factors considered by the CGGG Board. In view of the wide variety of factors considered in connection with the evaluation of the Arrangement and the complexity of these matters, the CGGG Board did not find it useful to, and did not attempt to, quantify, rank or otherwise assign relative weights to these factors. In addition, each individual member of the CGGG Board may have given different weight to different factors.

DETAILS OF THE ACQUISITION

The following is a summary only of the Acquisition and reference should be made to the full text of the Arrangement Agreement and the Plan of Arrangement set forth in Appendix C to this Circular.

Pursuant to the Plan of Arrangement, commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially without any further authorization, act or formality of the parties to the Arrangement Agreement:

(a) each outstanding CGGG Share held by a Dissenting Shareholder shall be deemed to have been transferred by the holder to Softlab9, free and clear of all Liens and each Dissenting Shareholder shall cease to have any rights as a CGGG Shareholder other than the right to be paid the fair value of their CGGG Shares by Softlab9 and the name of such holder shall be removed from the register of CGGG Shares and Softlab9 shall be recorded as the registered holder of those CGGG Shares so transferred free and clear of any Liens; and

(b) subject to the terms of the Side Letter Agreement, each CGGG Share outstanding immediately prior to the Effective Time (other than CGGG Shares held by Dissenting Shareholders) shall be transferred by the holders thereof to Softlab9 in exchange for the Consideration and the name of such holder shall be removed from the register of holders of CGGG Shares and added to the register of holders of Softlab9 Shares and the Softlab9 shall be recorded as the registered holder of the CGGG Shares so exchanged.

No fractional Softlab9 Shares will be issued under this Plan of Arrangement. Where the aggregate number of Softlab9 Shares to be issued to a CGGG Shareholder as Consideration under the Plan of Arrangement would result in a fraction of a Softlab9 Share being issuable, then the number of such shares to be issued shall be rounded down to the closest whole number and no former CGGG Shareholder will be entitled to any cash compensation in respect of any fractional shares.

As at January 25, 2021, there were 32,000,000 CGGG Shares outstanding and as such to effect the share exchange as contemplated in the Arrangement Agreement, an aggregate of 24,000,000 Softlab9 Shares shall be issuable. In accordance with the terms of the Arrangement Agreement, on the Effective Time, Softlab9 will issue in the aggregate

18,600,000 Softlab9 Shares. The remaining balance of 5,400,000 Softlab9 Shares will be issued to certain CGGG Shareholders in accordance with the terms of a Side Letter Agreement.

The respective obligations of Softlab9 and CGGG to complete the transactions contemplated by the Arrangement Agreement are subject to a number of conditions which must be satisfied in order for the Acquisition to become effective. Upon all of the conditions being fulfilled or waived, CGGG is required to file a copy of the Final Order and the Articles of Arrangement with the Registrar in order to give effect to the Acquisition.

The Arrangement Agreement

General

The Acquisition will be effected pursuant to the terms and conditions of the Arrangement Agreement. The Arrangement Agreement contains covenants, representations and warranties from each of CGGG and Softlab9 and various conditions precedent, both mutual and for the sole benefit of each of CGGG and Softlab9. Unless all of such conditions are either satisfied or waived by the party for whose benefit such conditions exist, to the extent they may be capable of being waived, the Acquisition will not proceed. There is no assurance that the conditions will be satisfied or waived on a timely basis, or at all.

The following is a summary of certain provisions of the Arrangement Agreement and is qualified in its entirety by the full text of the Arrangement Agreement, set forth in Appendix C to this Circular. Shareholders are urged to read the Arrangement Agreement in its entirety.

Representations and Warranties and Covenants Relating to Softlab9 and CGGG

The Arrangement Agreement contains certain customary representations and warranties from each of CGGG and Softlab9 relating to, among other things, their respective organization, capitalization, operations, compliance with laws and regulations and other matters, including their authority to enter into the Arrangement Agreement and to consummate the Acquisition. For the complete text of the applicable provisions, see Article 4 and Article 9 of the Arrangement Agreement.

In addition, in the Arrangement Agreement, each party has covenanted, among other things, to do and perform all acts and things to facilitate and carry out the intent and purpose of the Arrangement Agreement. Particularly, in the case of CGGG, to apply for the Interim Order, call the CGGG Meeting and secure the Final Order, and in the case of Softlab9, to call the Softlab9 Meeting and apply to the CSE for the listing of the Softlab9 Shares issuable under the Arrangement and in each case to maintain its business in the usual and ordinary course and refrain from taking certain actions outside the ordinary course. For the complete text of the applicable provisions, see Article 5 of the Arrangement Agreement.

Mutual Conditions

The respective obligations of Softlab9 and CGGG to complete the transactions contemplated by the Arrangement Agreement are subject to the satisfaction of the following conditions on or before the Effective Date, any of which may be waived by the mutual consent of Softlab9 and CGGG:

(a) the Arrangement Resolution is approved and adopted at the CGGG Meeting in accordance with the Interim Order;

(b) the Fundamental Change Resolution is approved and adopted at the Softlab9 Meeting;

(c) the Interim Order and the Final Order have each been obtained on terms consistent with the Arrangement Agreement and have not been set aside or modified in a manner unacceptable to either party, each acting reasonably, on appeal or otherwise;

(d) the Softlab9 Shares issuable pursuant to the Plan of Arrangement have been approved for listing on the CSE, subject to customary conditions;

(e) the Private Placement being completed; and

(f) that there is no law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits the parties from consummating the Arrangement.

Conditions in Favour of Softlab9

The Arrangement Agreement provides that Softlab9 is not required to complete the Acquisition unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of Softlab9 and may only be waived, in whole or in part, by Softlab9, in its sole discretion:

(a) the representations and warranties of CGGG in the Arrangement Agreement is true and correct as of the Effective Time (except for representations and warranties that are made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a material adverse effect on CGGG;

(b) CGGG will have fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or before the Effective Time;

(c) there are no proceedings pending or threatened by any governmental entity to:

(i) prohibit the consummation of the Arrangement;

(ii) cease trade, enjoin, prohibit or impose any material limitations on the Softlab9's ability to acquire, hold or exercise full rights of ownership over any CGGG Shares upon completion of the Arrangement; or

(iii) prohibit the ownership or operation by New Softlab9 of CGGG's business or any material portion of the business or assets of CGGG or its subsidiary following completion of the Arrangement;

(d) satisfactory evidence that there are no debt obligations owing by CGGG or its subsidiary, other than trade payables incurred in the ordinary course on or before the Effective Time;

(e) since the signing of the Arrangement Agreement, there shall not have been or occurred a material adverse effect for CGGG; and

(f) Dissent Rights have not been exercised (or, if exercised, remain outstanding) with respect to more than 5% of the issued and outstanding CGGG Shares.

Conditions in Favour of CGGG

The Arrangement Agreement provides that CGGG is not required to complete the Acquisition unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of CGGG and may only be waived, in whole or in part, by CGGG, in its sole discretion:

(a) the representations and warranties of Softlab9 in the Arrangement Agreement is true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a material adverse effect on Softlab9;

(b) Softlab9 will have fulfilled or complied in all material respects with its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or before the Effective Time;

(c) written resignations and releases will have been signed effective on the Effective Time by the following Softlab9 directors: (i) Rahim Mohamed; (ii) Derrick Lewis; and (iii) Kelly Abbott;

(d) the following individuals, namely Anthony Sarvucci, Morgan Rebrinsky, Dr. Darren Clarke and Eugene Chen will have been appointed to the Softlab9 Board effective on the Effective Time; and

(e) two senior officers of Softlab9 will provide written confirmation certifying that the Loan has been forgiven as of the Effective Date and providing evidence satisfactory to CGGG of the full and complete discharge of any and all security interest registered against the assets of CGGG.

Mutual Covenants Regarding Non-Solicitation

Under the Arrangement Agreement, Softlab9 and CGGG have each agreed to certain non-solicitation covenants as follows:

(a) neither party shall, and shall cause its respective subsidiaries to, directly or indirectly, through any representative, affiliate or otherwise, permit any such person to:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; or

(ii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any person (other than the other party)

regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; provided that either party may: (A) advise any person of the restrictions of the Arrangement Agreement; and (B) provide a written response (with a copy to the other party) to any person who submits an alternative transaction proposal solely for the purposes of seeking clarification of the express terms of such alternative transaction proposal.

(b) both parties shall, and shall cause its respective subsidiaries and its and their respective representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the date of the Arrangement Agreement with any person (other than the other party and its affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an alternative transaction proposal and, in connection with such termination, shall discontinue access to, and disclosure of, all information regarding that party and its subsidiaries (including any data room and any confidential information, properties, facilities, books and records of such party or any of its Subsidiaries).

(c) both parties covenant and agree: (i) that each party shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement or covenant to which such party or any of its subsidiaries are a party; and (ii) not to release, and cause its subsidiaries not to release, any person from, or waive, amend, suspend or otherwise modify such person's obligations respecting such party or any of its subsidiaries, under any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which such party or any of its subsidiaries are a party, without the prior written consent of the other party.

The Arrangement Agreement allows Softlab9 Board and CGGG Board to make any prescribed disclosures in response to an alternative transaction proposal provided the other party (and legal counsel) is afforded an opportunity to review and comment on the form of disclosure prior to its dissemination.

Termination

This Arrangement Agreement may be terminated prior to the Effective Time by:

(a) mutual written agreement of CGGG and Softlab9;

(b) either CGGG or Softlab9 if:

(i) the Arrangement Resolution is not approved by CGGG Shareholders at the CGGG Meeting in accordance with the Interim Order; provided that, a party may not terminate the Arrangement Agreement if the failure to obtain approval of the Arrangement Resolution has been caused by, or is a result of, a breach by such party of any of its representations or warranties or the failure of such party to perform any of its covenants or agreements under the Arrangement Agreement;

(ii) the Fundamental Change Resolution is not approved by the Softlab9 Shareholders at the Softlab9 Meeting; provided that, a party may not terminate the Arrangement Agreement if the failure to obtain approval of the Fundamental Change Resolution has been caused by, or is a result of, a breach by such party of any of its representations or warranties or the failure of such party to perform any of its covenants or agreements under the Arrangement Agreement;

(iii) after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins CGGG or Softlab9 from consummating the Arrangement; provided that, a party may not terminate the Arrangement if the enactment, making, enforcement or amendment of such Law has been caused by, or is a result of, a breach by such party of any of its representations or warranties or the failure of such party to perform any of its covenants or agreements under the Arrangement Agreement; or

(iv) the Effective Time has not occurred on or prior to March 31, 2021 or such later date as agreed to by the parties; provided that, a party may not terminate the Arrangement Agreement if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such party of any of its representations or warranties or the failure of such party to perform any of its covenants or agreements under the Arrangement Agreement.

(c) CGGG if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Softlab9 under the Arrangement Agreement occurs that would cause any condition to closing not being satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement; provided that CGGG is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any condition to closing not to be satisfied; or

(ii) there has occurred a material adverse effect of Softlab9 that is incapable of being cured on or before March 31, 2021 or such later date as agreed by the parties.

(d) Softlab9 if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of CGGG under the Arrangement Agreement occurs that would cause any condition to closing not being satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the Arrangement Agreement; provided that, Softlab9 is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any of the conditions to closing not to be satisfied; or

(ii) there has occurred a material adverse effect of CGGG that is incapable of being cured on or before March 31, 2021 or such later date as agreed by the parties.

Either party desiring to terminate the Arrangement Agreement shall deliver written notice of such termination to the other party specifying in reasonable detail the basis for such party's exercise of termination right. If the Arrangement Agreement is terminated, the Arrangement Agreement shall become void and be of no further force or effect without liability to any party. For termination under certain specific circumstances as specified in the Arrangement Agreement, certain sections and provisions of the Arrangement Agreement shall survive termination of the Arrangement Agreement. No party shall be relieved of any liability regardless of termination for any willful breach by that party.

Private Placement

One of the mutual conditions to closing the Acquisition is the closing of the Private Placement. Softlab9 intends to complete the Private Placement to raise a minimum of $1 million and a maximum of $3 million.

As of the date of this Circular, management of Softlab9 expects the Private Placement will be comprised of units at priced at approximately $0.40 per unit. Each unit shall consist of one Softlab9 Share and one half of one share purchase warrant exercisable for 18 months at an expected exercise price of $0.70 per whole warrant. Management expects that the warrants will be subject to a right of acceleration in favour of Softlab9 following the expiry of the statutory hold period, if, the closing price of the Softlab9 Shares trade on the CSE at or above $1.00 for ten consecutive trading days.

Loan Repayment

After the letter of intent dated May 20, 2020 was signed, Softlab9 had advanced a bridge loan to CGGG in the aggregate amount of $800,000 (the "**Loan**"). Article 9 of the Arrangement Agreement specifies certain circumstances that would trigger an obligation for CGGG to repay the outstanding Loan amount (less $250,000) to Softlab9.

Under the applicable provisions of the Arrangement Agreement, CGGG is required to repay the outstanding Loan amount within six (6) months from the date the triggering events to repay the outstanding Loan amount occurs. However, both parties to the Arrangement Agreement agree that the Loan repayment amount represent liquidated damages for Softlab9 and it is not a penalty of CGGG. Instead, it is a genuine pre-estimate of the damages, including opportunity costs, reputational damage and out-of-pocket expenditures that Softlab9 would suffer or incur if the event giving rise to such damages and the resultant termination of the Arrangement Agreement occurs. CGGG has irrevocably waived any right it may have to raise a defence that such liquidated damages are excessive or punitive.

If the Loan amount is paid in full to Softlab9, no other amounts will be due and payable as damages by CGGG and Softlab9 accepts that such payment is the sole and exclusive remedy in connection with the Arrangement Agreement, except in the event of willful breach or fraud by CGGG or any of its subsidiaries of its representations, warranties, covenants or agreements set forth in the Arrangement Agreement. In addition Softlab9 has the option to pursue either a specific performance of CGGG's obligations under the Arrangement Agreement or the repayment of the outstanding Loan amount (as described above), but under no circumstances is Softlab9 permitted or entitled to receive both a grant of specific performance of CGGG's

obligation to consummate the transactions contemplated in the Arrangement Agreement and any monetary damages, including all or any portion of the repayment of the Loan amount.

Expenses

Unless expressly provided for in the Arrangement Agreement, the parties have agreed that all out of pocket expenses of each party relating to this Arrangement Agreement or the transactions contemplated thereunder, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors, and printing and mailing costs, shall be paid by the party incurring such expenses.

Procedure for the Arrangement to Become Effective

The Arrangement is proposed to be carried out pursuant to section 193 of the Act. The following procedural steps must be taken for the Arrangement to become effective, subject to further order of the Court:

(a) the Arrangement Resolution must be approved by the CGGG Shareholders at the CGGG Meeting in the manner set forth in the Interim Order;

(b) the Fundamental Change Resolution must be approved by the Softlab9 Shareholders at the Softlab9 Meeting in the manner set forth under the rules of the CSE;

(c) the Arrangement must be approved by the Court pursuant to the Final Order;

(d) all other material consents shall have been obtained on terms and conditions acceptable to Softlab9 and CGGG;

(e) the Private Placement shall have been completed;

(f) all conditions precedent to the Arrangement as set forth in the Arrangement Agreement must be satisfied or waived by the appropriate parties; and

(g) the Final Order and Articles of Arrangement must be filed with the Registrar.

There is no assurance that the conditions set out in the Arrangement Agreement will be satisfied or waived on a timely basis. Upon the conditions precedent set forth in the Arrangement Agreement being satisfied, or waived, CGGG intends to file a copy of the Final Order and Articles of Arrangement with the Registrar together with such other materials as may be required by the Registrar, in order to give effect to the Arrangement.

Key Approvals

CGGG Shareholder Approval

For the Arrangement to be implemented (subject to further order of the Court), the Arrangement Resolution approving the Arrangement must be approved by at least $66^{2/3}$% of the votes cast by all CGGG Shareholders represented by proxy at the CGGG Meeting. As at January 25, 2021, there were 32,000,000 CGGG Shares issued and outstanding. To the knowledge of CGGG and its directors and senior officers after reasonable inquiry, insiders own an aggregate of 21,192,500 CGGG Shares, which represent 66.22% of the issued and outstanding CGGG Shares.

For CGGG Shareholders to have their CGGG Shares represented at the CGGG Meeting, CGGG Shareholders should complete the enclosed form of proxy, or return the voting instruction form or other authorization form provided to them by their broker or intermediary in accordance with the instructions provided therein. See the heading "*General Proxy Matters for Softlab9 and CGGG - CGGG*" in this Circular.

Softlab9 Shareholder Approval

At the Softlab9 Meeting, Softlab9 Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, the Continuation Resolution, authorizing the Softlab9 Board to continue Softlab9 out of the Province of British Columbia and into the Province of Alberta. To be effective, the Continuation Resolution must be passed by the affirmative vote of 66 2/3rd of the votes cast by Softlab9 Shareholders, represented by proxy at the Softlab9 Meeting. See the heading "*Matters to be Acted Upon at the Softlab9 Meeting - Approval of the Continuation Resolution*" in this Circular.

For Softlab9, the Acquisition will result in a "fundamental change" (as that term is defined under the applicable CSE policy) and as such, the Fundamental Change Resolution must be approved by more than 50% of the votes cast by all Softlab9 Shareholders represented by proxy at the Softlab9 Meeting. See the heading "*Matters to be Acted Upon at the Softlab9 Meeting - Approval of the Fundamental Change Resolution*" in this Circular.

As at January 25, 2021, there were 17,496,851 Softlab9 Shares issued and outstanding. To the knowledge of Softlab9 and its directors and senior officers after reasonable inquiry, insiders own an aggregate of 2,785,061 Softlab9 Shares, which represent approximately 15.9% of the issued and outstanding Softlab9 Shares.

For Softlab9 Shareholders to have their Softlab9 Shares represented at the Softlab9 Meeting, Softlab9 Shareholders should complete the enclosed form of proxy, or return the voting instruction form or other authorization form provided to them by their broker or intermediary in accordance with the instructions provided therein. See the heading "*General Proxy Matters for Softlab9 and CGGG - Softlab9*" in this Circular.

Court Approval

The Act provides that the Arrangement requires approval of the Court. Prior to the mailing of this Circular, CGGG was granted the Interim Order providing for the calling and holding of the CGGG Meeting and other procedural matters. A copy of the Interim Order is set forth in Appendix D to this Circular.

As provided in the Notice of Originating Application (a copy of which accompanies this Circular), the hearing in respect of the Final Order is scheduled to take place on February 22, 2021 at 2:00 p.m. (Calgary Time). At the hearing, any CGGG Shareholder or other interested person who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing a Notice of Intention to Appear on or before February 19, 2021 at 2:00 p.m. (Calgary time) and satisfying other requirements. See the heading "*Notice of Originating Application*" in this Circular.

CGGG has been advised by its counsel, McLeod Law LLP, that the Court has broad discretion under the Act when making orders in respect of the Arrangement and that the Court will consider, among other things, the fairness and reasonableness of the Arrangement to CGGG Shareholders. The Court is not bound by the affirmative vote of the CGGG Shareholders. The Court may approve the Arrangement either as proposed or as amended in any manner the

Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit. However, if any amendments are made to the Arrangement, it is a condition of the completion of the Arrangement that the Final Order be, in form and substance, reasonably satisfactory to Softlab9 and CGGG.

The Section 3(a)(10) Exemption provides an exemption from the registration requirements of the 1933 Act for securities issued in exchange for one or more outstanding securities where the terms and conditions of the issuance and exchange of such securities have been approved by a court authorized to grant such approval after a hearing upon the fairness of the terms and conditions of the issuance and exchange at which all persons to whom the securities will be issued have the right to appear and have received timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered.

The Final Order, if granted, will constitute a basis for the Section 3(a)(10) Exemption with respect to the Consideration to be issued to CGGG Shareholders in exchange for their CGGG Shares pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court has been or will be informed of this effect of the Final Order.

Stock Exchange Approval

Softlab9 is a reporting issuer under the securities laws in each of the provinces of British Columbia, Alberta, Manitoba and Ontario. The Softlab9 Shares are listed and posted for trading on the CSE under the symbol "SOFT". On November 20, 2020, the last trading day on which the Softlab9 Shares traded prior to announcement of the Acquisition, the closing price of the Softlab9 Shares on the CSE was $0.47. See also the heading *"Matters to be Acted upon at the Softlab9 Meeting – Approval of the Fundamental Change Resolution"* in this Circular.

It is a mutual condition to the completion of the Acquisition that the CSE shall have conditionally approved the listing of the Softlab9 Shares issuable pursuant to the Arrangement on the CSE. As of the date of this Circular, the CSE has yet to conditionally approve the listing of up to 24,000,000 additional Softlab9 Shares on the CSE. Management of Softlab9 expects to receive a conditional approval from the CSE. However, certain Softlab9 Shares issuable as Consideration to CGGG under the Arrangement will be subject to escrow pursuant to an escrow agreement entered between New Softlab9 and the principals of New Softlab9. See the heading *"Information Relating to New Softlab9 After the Acquisition - Escrowed Securities"*.

Timing

If the Softlab9 Meeting and CGGG Meeting are held on February 22, 2021 as scheduled, and not adjourned or postponed, and the Softlab9 Shareholders and the CGGG Shareholders each approve their respective resolutions by the requisite majorities, and provided that no other condition exists which would prevent the completion of the Acquisition, Softlab9 and CGGG anticipate that February 22, 2021 will be the date on which CGGG will apply to the Court for the Final Order approving the Arrangement. If the Final Order is obtained and the other conditions contained in the Arrangement Agreement are satisfied or waived, Softlab9 and CGGG expect that the Acquisition will close on or about February 25, 2021. However, it is not possible to state conclusively when the closing will occur.

Securities Law Matters

The following discussion is only a general overview of certain requirements of Canadian and United States securities laws applicable to the resale of Softlab9 Shares issuable pursuant to

the Arrangement. All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Canada

The Softlab9 Shares to be issued to CGGG Shareholders pursuant to the Arrangement will be issued in reliance on exemptions from the prospectus requirements of applicable Canadian securities laws, will generally be "freely tradable" and the resale of such Softlab9 Shares will be exempt from the prospectus requirements (and not subject to any "restricted period" or "hold period") under applicable Canadian securities laws if the following conditions are met: (a) the trade is not a control distribution (as defined in applicable securities legislation); (b) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade; (c) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (d) if the selling shareholder is an insider or an officer of Softlab9, the selling shareholder has no reasonable grounds to believe that Softlab9 is in default of securities legislation. **CGGG Shareholders are urged to consult their legal advisors to determine the applicability to them of the resale restrictions prescribed by applicable Canadian securities laws.**

United States

The issuance of the Consideration to the CGGG Shareholders in the United States in exchange for their CGGG Shares pursuant to the Arrangement, have not been and will not be registered under the 1933 Act, or any U.S. state securities Laws, and will be issued to the CGGG Shareholders in the United States in reliance upon the Section 3(a)(10) Exemption. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been determined by a court of competent jurisdiction, expressly authorized by Law to grant such approval, substantively and procedurally as fair to the recipients of the securities, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court issued the Interim Order on January 22, 2021 and, subject to the approval of the Arrangement by the CGGG Shareholders, a hearing for the Final Order approving the Arrangement is scheduled to be held at 2:00 p.m. (Calgary time) on February 22, 2021, or as soon thereafter as counsel may be heard. Accordingly, the Final Order, if granted by the Court after the Court considers the substantive and procedural fairness of the Arrangement to the CGGG Shareholders, will constitute a basis for the Section 3(a)(10) Exemption with respect to the Consideration to be issued in connection with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. See the headings "*Details of the Acquisition - Procedure for the Arrangement to Become Effective*" and "*Details of the Acquisition – Key Approvals*" in this Circular.

The Softlab9 Shares issuable to CGGG Shareholders in the United States pursuant to the Arrangement will be, following the completion of the Arrangement, freely tradable under the 1933 Act, except by persons who will be "affiliates" of Softlab9 after the Effective Date or were affiliates of Softlab9 within 90 days before the Effective Date. Persons who may be deemed to be "affiliates" of an issuer generally include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

Any resale of such Softlab9 Shares by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the 1933 Act and applicable state securities laws, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such Softlab9 Shares outside the United States without registration under the 1933 Act pursuant to Regulation S under the 1933 Act. Such Softlab9 Shares may also be resold in transactions completed in accordance with Rule 144 under the 1933 Act, if available.

- In general, under Regulation S, persons who are affiliates or former affiliates of Softlab9 solely by virtue of their status as an officer or director of Softlab9 may sell the Softlab9 Shares outside the United States in an "offshore transaction" (which would include a sale through the CSE) if neither the seller nor any person acting on its behalf engages in "directed selling efforts" in the United States and no selling commission, fee or other remuneration is paid in connection with such sale other than a usual and customary broker's commission. For purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the sale transaction. Certain additional restrictions are applicable to a holder of Softlab9 Shares who is an "affiliate" (as defined in Rule 144) of Softlab9 after the Arrangement other than by virtue of his or her status as an officer or director of Softlab9.

- In general, pursuant to Rule 144, such affiliates or former affiliates will be entitled to sell, during any three-month period, the Softlab9 Shares that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer required under Rule 144. Such affiliates will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be affiliates of Softlab9. Unless certain conditions are satisfied, Rule 144 is not available for resales of securities of any issuer (each, a "**Shell Company**") that has ever had (i) no or nominal operations and (ii) no or nominal assets other than cash and cash equivalents. If Serengeti were ever to be deemed to be, or to have at any time previously been, a Shell Company, Rule 144 may be unavailable for resales of Softlab9 Shares unless and until Softlab9 has satisfied the applicable conditions.

Any Softlab9 Shareholder who is an affiliate of Softlab9 at the time of the proposed resale, became an affiliate of Softlab9 after consummation of the Arrangement or has been an affiliate within 90 days of the Effective Time, is urged to consult its own legal advisor to ensure that any proposed resale of Softlab9 Shares issued to them under the Arrangement complies with the applicable requirements under the 1933 Act.

Procedure for Exchange of CGGG Shares for Softlab9 Shares

Registered CGGG Shareholders (other than Dissenting Shareholders) must complete and return a Letter of Transmittal together with the certificate(s) representing their CGGG Shares and all other required documents to the Depositary at one of the offices specified in the Letter

of Transmittal. In the event that the Arrangement is not completed, such certificates will be promptly returned to the CGGG Shareholder who provided such certificates to the Depositary.

Enclosed with this Circular is a Letter of Transmittal which, when properly completed and returned together with the certificate or certificates representing CGGG Shares and all other required documents, will enable each registered CGGG Shareholder to obtain the Softlab9 Shares that the CGGG Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal contains complete instructions on how to exchange your CGGG Shares for Softlab9 Shares. Please review the Letter of Transmittal carefully and complete in accordance with the instructions set forth therein.

From and after the Effective Time, certificates formerly representing CGGG Shares shall represent only the right to receive the Consideration to which the former CGGG Shareholders are entitled to under the Arrangement, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to the Plan of Arrangement, to receive the fair value of the CGGG Shares represented by such certificates. As soon as practicable following the later of the Effective Date and the date of deposit by a former holder of CGGG Shares acquired by Softlab9 under the Arrangement of a duly completed Letter of Transmittal and the certificate(s) representing such CGGG Shares and all other required documents, the Depositary shall either: (a) email the DRS statement; (b) forward by first class mail to such former holder at the address specified in the Letter of Transmittal, if requested; or (c) if requested by such CGGG Shareholder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such CGGG Shareholder the certificates representing the number of Softlab9 Shares issued to such CGGG Shareholder under the Arrangement.

Any certificate formerly representing CGGG Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or a claim of any kind or nature as a shareholder of Softlab9. On such date, the Softlab9 Shares to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered to Softlab9, together with all entitlements to dividends or distributions thereon held for such former registered holder, for no consideration, and such shares and rights shall thereupon be cancelled and the name of the former registered holder shall be removed from the register of holders of such shares. In the event any certificate that immediately prior to the Effective Time represented one or more outstanding CGGG Shares that were transferred to Softlab9 in accordance with subsection 2.1(a) of the Plan of Arrangement, shall have been lost, stolen or destroyed, CGGG Shareholders must follow the procedures set forth in the Letter of Transmittal.

CGGG Shareholders whose CGGG Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should immediately contact such person for instructions and assistance in delivering certificates representing their CGGG Shares to the Depositary.

The method used to deliver the Letter of Transmittal and any accompanying certificates representing CGGG Shares is at the option and risk of the person depositing the same, and delivery will be deemed effective only when such documents are actually received by the Depositary at its office specified on the back page of the Letter of Transmittal. It is recommended that the necessary

documentation be hand delivered to the Depositary, at its office specified on the back page of the Letter of Transmittal, and a receipt obtained. However, if such documents are mailed, it is recommended that registered mail be used and that proper insurance be obtained and a return receipt requested.

Notwithstanding the provisions of the Letter of Transmittal, certificates representing Softlab9 Shares will not be mailed if Softlab9 determines that delivery thereof by mail may be delayed. Persons entitled to certificates which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary in which the deposited certificates representing CGGG Shares were originally deposited until such time that it is determined that the delivery by mail will no longer be delayed.

CGGG Shareholders are encouraged to deliver a validly completed and duly executed Letter of Transmittal together with the relevant share certificates(s) to the Depositary as soon as possible.

None of CGGG, Softlab9 or the Depositary are liable for failure to notify CGGG Shareholders, nor do they have any obligation to notify CGGG Shareholders, who make a deficient deposit with the Depositary.

Legal Developments

Section 193 of the Act provides that, where it is impracticable for a corporation to effect an arrangement under any other provision of the Act, a corporation may apply to the Court for an order approving the arrangement proposed by such corporation. Pursuant to this section of the Act, such an application will be made by CGGG for approval of the Arrangement. CGGG has been advised by its counsel, McLeod Law LLP, that the Court has broad discretion under the Act when making orders with respect to plans of arrangement and that the Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit. Depending upon the nature of any required amendments, CGGG may determine not to proceed with the Arrangement.

There have been several judicial decisions considering Section 193 of the Act and applications to various arrangements. There have been recent judicial decisions which may apply in this instance. CGGG Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the Arrangement.

Dissent Rights

The following description of the right to dissent to which registered CGGG Shareholders are entitled is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of such Dissenting Shareholder's CGGG Shares and is qualified in its entirety by reference to the full text of the Interim Order, Plan of Arrangement and the text of Section 191 of the Act, which is attached to this Circular as Appendix E. A Dissenting Shareholder who intends to exercise the right to dissent should carefully consider and comply with the provisions of the Act, as modified by the Interim Order. Failure to adhere to the procedures established therein may result in the loss of all rights thereunder. Accordingly, each Dissenting Shareholder who might desire to exercise Dissent Rights should consult his or her own legal advisor.

A Court hearing the application for the Final Order has the discretion to alter the rights of dissent described herein based on the evidence presented at such hearing. Subject to certain tests as described below, pursuant to the Interim Order, Dissenting Shareholders are entitled, in addition to any other right such Dissenting Shareholder may have, to dissent and to be paid by New Softlab9 the fair value of the CGGG Shares held by such Dissenting Shareholder, determined as of the close of business on the last business day before the day on which the Arrangement Resolution from which such Dissenting Shareholder's dissent was adopted and provided the Arrangement is completed in respect of such shareholder. **A Dissenting Shareholder may dissent only with respect to all of the CGGG Shares held by such Dissenting Shareholder. Only registered CGGG Shareholders may dissent. Persons who are beneficial owners of CGGG Shares (i.e. the shares registered in the name of a broker, dealer, bank, trust company or other nominee) and who wish to dissent should be aware that they may only do so through the registered owner of such CGGG Shares. Accordingly, beneficial owners of CGGG Shares desiring to exercise Dissent Rights must make arrangements for the CGGG Shares beneficially owned by that holder to be registered in the name of the shareholder prior to exercising such Dissent Rights, or alternatively, make arrangements for the registered owners to exercise Dissent Rights on behalf of the beneficial holder. A written objection to the Arrangement Resolution should set forth the number of CGGG Shares covered by it.**

Dissenting Shareholders must provide a written objection to the Arrangement Resolution so that it is received by CGGG at Suite 500, 707 5th Street SW, Calgary, Alberta T2P 0Y3, Attention: Spencer Chimuk by February 19, 2021 being the second business day immediately preceding the date of the CGGG Meeting, or the second business day immediately preceding the date of any adjournment(s) or postponement(s) of the CGGG Meeting. **No CGGG Shareholder who has voted in favour of the Arrangement Resolution shall be entitled to dissent with respect to the Arrangement.**

New Softlab9 or a Dissenting Shareholder may apply to the Court, after the approval of the Arrangement Resolution, to fix the fair value of such Dissenting Shareholder's CGGG Shares. If such an application is made to the Court by either New Softlab9 or a Dissenting Shareholder, New Softlab9 must, unless the Court orders otherwise, send to each Dissenting Shareholder, a written offer to pay such Dissenting Shareholder an amount considered by the New Softlab9 Board to be the fair value of the CGGG Shares held by such Dissenting Shareholder. The offer, unless the Court orders otherwise, must be sent to each Dissenting Shareholder at least 10 days before the date on which the application is returnable, if New Softlab9 is the applicant, or within 10 days after New Softlab9 is served a copy of the application, if a Dissenting Shareholder is the applicant. Every offer will be made on the same terms to each Dissenting Shareholder and must contain or be accompanied with a statement showing how the fair value was determined.

A Dissenting Shareholder may make an agreement with New Softlab9 for the purchase of such holder's CGGG Shares in the amount of the offer made by New Softlab9, or otherwise, at any time before the Court pronounces an order fixing the fair value of the CGGG Shares.

A Dissenting Shareholder will not be required to give security for costs in respect of an application and, except in special circumstances, will not be required to pay the costs of the application or appraisal. On the application, the Court will make an order fixing the fair value of the CGGG Shares of all Dissenting Shareholders who are parties to the application, giving judgment in that amount against New Softlab9 and in favour of each of those Dissenting Shareholders and fixing the time within which New Softlab9 must pay the amount payable to each Dissenting Shareholder calculated from the date on which such Dissenting Shareholder ceases to have any rights as a CGGG Shareholder until the date of payment.

On the Arrangement becoming effective or upon the making of an agreement between New Softlab9 and the Dissenting Shareholder as to the payment to be made by New Softlab9 to the Dissenting Shareholder or upon the pronouncement of a Court order, whichever first occurs, such Dissenting Shareholder will cease to have any rights as a CGGG Shareholder other than the right to be paid the fair value of such holder's CGGG Shares in the amount or in the amount of the judgment, as the case may be. Until one of these events occurs, the Dissenting Shareholder may withdraw his or her dissent or, if the Arrangement has not yet become effective, CGGG may rescind the Arrangement Resolution and in such event the dissent and appraisal proceedings in respect of that Dissenting Shareholder will be discontinued.

Softlab9 shall not make a payment to a Dissenting Shareholder under Section 191 of the Act, as modified by the Interim Order, if there are reasonable grounds for believing that New Softlab9 is or would after the payment be unable to pay its liabilities as they become due, or that the realizable value of its assets would thereby be less than the aggregate of its liabilities. In such an event, New Softlab9 shall notify each Dissenting Shareholder that it is unable to lawfully pay such Dissenting Shareholder for his or her CGGG Shares, in which case the Dissenting Shareholder may, by written notice to New Softlab9 within 30 days after receipt of such notice, withdraw such holder's written objection, in which case the holder shall be deemed to have participated in the Arrangement. If the Dissenting Shareholder does not withdraw such holder's written objection, such Dissenting Shareholder retains status as a claimant against New Softlab9 to be paid as soon as New Softlab9 is lawfully entitled to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of New Softlab9 but in priority to New Softlab9 Shareholders.

All CGGG Shares held by Dissenting Shareholders who exercise their Dissent Rights will, if the holders thereof do not otherwise withdraw their written objections, be deemed to be transferred to Softlab9 under the Arrangement (if applicable), and cancelled in exchange for the fair value thereof or will, if such Dissenting Shareholders ultimately are not so entitled to be paid the fair value thereof, be treated as if the holders had participated in the Arrangement on the same basis as a non-dissenting holder of CGGG Shares.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by Dissenting Shareholders who seek payment of the fair value of their CGGG Shares. Section 191 of the Act, as modified by the Interim Order, requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder. **Accordingly, CGGG Shareholders who might desire to exercise their Dissent Rights should carefully consider and comply with the provisions of the Interim Order, Plan of Arrangement and Section 191 of the Act, the full text of which is set out in Appendix E to this Circular and consult their own legal advisor.**

Unless otherwise waived, it is a condition to the completion of the Arrangement that holders of CGGG Shares representing not more than 5% of the issued and outstanding CGGG Shares shall have validly exercised Dissent Rights in respect of the Arrangement that have not been withdrawn as of the Effective Date.

Costs of the Acquisition

The costs of Softlab9 and CGGG to be incurred relating to the Arrangement including without limitation, financial, advisory, accounting, legal fees, the preparation and delivery of the Arrangement Agreement and this Circular are estimated to be approximately $90,000 and $150,000, respectively.

Except as expressly provided in the Arrangement Agreement, each of Softlab9 and CGGG will bear its own costs and expenses in connection with the transactions contemplated by the Arrangement Agreement. The Arrangement Agreement also provides that, upon the occurrence of certain events, CGGG will be required to repay the loan amount that was previously advanced by Softlab9 to CGGG. See the heading *"Details of the Acquisition - The Arrangement Agreement - Loan Repayment; Expenses"* in this Circular.

OTHER INFORMATION RELATING TO THE ACQUISITION

Certain Canadian Federal Income Tax Considerations

The following is a summary of the principal Canadian federal income tax considerations generally applicable under the Tax Act to a beneficial owner of CGGG Shares who disposes of or exchanges, or is deemed to have disposed of or exchanged, a CGGG Share pursuant to the Arrangement and who, for purposes of the Tax Act and at all relevant times, (1) deals at arm's length with and is not affiliated with CGGG or Softlab9, and (2) holds all CGGG Shares, and will hold all Softlab9 Shares acquired under the Arrangement, as capital property (each, a "**Holder**"). Generally, the CGGG Shares and the Softlab9 Shares, as applicable, will be considered to be capital property to a holder thereof provided the holder does not use or hold such securities in the course of carrying on a business and has not acquired such securities in one or more transactions considered to be an adventure or concern in the nature of trade. This summary does not address all issues relevant to Holders who acquired their CGGG Shares on the exercise of options or pursuant to other employee equity compensation plans. Such Holders should consult their own tax advisors.

This summary is based on the current provisions of the Tax Act, and on management's understanding of the current administrative policies of the Canada Revenue Agency ("**CRA**") published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy whether by legislative, regulation, administrative or judicial action nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

This summary is not applicable to (i) a Holder that is a "specified financial institution", (ii) a Holder an interest in which is a "tax shelter investment", (iii) a Holder that is, for purposes of certain rules (referred to as the mark-to-market rules) applicable to securities held by financial institutions, a "financial institution", (iv) a Holder that reports its "Canadian tax results" in a currency other than Canadian currency, (v) a Holder that has entered into, or will enter into, with respect to its CGGG Shares and Softlab9 Shares, as the case may be, a "derivative forward agreement", or (vi) a Holder who, immediately following the Arrangement, will, either alone or together with persons with whom such Holder does not deal at arm's length, beneficially own Softlab9 Shares which have a fair market value in excess of 50% of the fair market value of all outstanding Softlab9 Shares, each as defined in the Tax Act. Such Holders should consult their own tax advisors.

Additional considerations, not discussed herein, may be applicable to a Holder that is a corporation resident in Canada and is, or becomes, controlled by a non-resident person or a group of non-resident persons not dealing with each other at arm's length for the purposes

of the "foreign affiliate dumping" rules in section 212.3 of the Tax Act. Such Holders should consult their own tax advisors.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to a Holder in respect of the transactions described herein. The income or other tax consequences will vary depending on the particular circumstances of the Holder. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice or representations to any particular Holder. This summary does not discuss any non-Canadian income or other tax consequences of the Arrangement. Holders resident or subject to taxation in a jurisdiction other than Canada should be aware that the Arrangement may have tax consequences both in Canada and in such other jurisdiction. Such consequences are not described in this summary. Holders should consult their own legal and tax advisors for advice with respect to the tax consequences of the transactions described in this Circular based on their particular circumstances.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax convention, is, or is deemed to be, resident in Canada (a "**Resident Holder**"). Certain Resident Holders may be entitled to make or may have already made the irrevocable election permitted by subsection 39(4) of the Tax Act, the effect of which may be to deem to be capital property any CGGG Shares and Softlab9 Shares (and all other "**Canadian securities**", as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in all subsequent taxation years. Resident Holders whose CGGG Shares or Softlab9 Shares might not otherwise be considered to be capital property should consult their own tax advisors concerning this election.

Exchange of CGGG Shares under the Arrangement

CGGG Shares Exchanged for Softlab9 Shares

The following analysis assumes that Softlab9 shares constitute shares of a "Canadian Corporation" as defined in Section 85.1 of the Tax Act. As such, a Resident Holder of CGGG Shares who disposes of CGGG Shares under the Arrangement and receives Softlab9 Shares will be considered to have disposed of the Resident Holder's CGGG Shares (the "**Share Consideration Shares**") for Softlab9 Shares.

For Share Consideration Shares that are exchanged for Softlab9 Shares, the Resident Holder will be deemed to have disposed of such Share Consideration Shares under a tax-deferred share-for-share exchange pursuant to section 85.1 of the Tax Act, unless the Resident Holder chooses to recognize a capital gain (or capital loss) as described in paragraph (b) below, such that:

(a) where a Resident Holder does not choose to recognize a capital gain (or capital loss) on the exchange, the Resident Holder will be deemed to have disposed of the Resident Holder's Share Consideration Shares for proceeds of disposition equal to the aggregate adjusted cost base of those Share Consideration Shares to the Resident Holder, determined immediately before the exchange, and the Resident Holder will be deemed to have acquired the Softlab9 Shares at an aggregate cost equal to such adjusted cost base of the Share Consideration Shares. This cost will be averaged with the adjusted

cost base of all other Softlab9 Shares held by the Resident Holder as capital property for the purposes of determining the adjusted cost base of each Softlab9 Share held by the Resident Holder as capital property.

(b) a Resident Holder may choose to recognize a capital gain (or capital loss) in respect of the exchange of the Resident Holder's Share Consideration Shares for Softlab9 Shares by including the capital gain (or capital loss) in computing the Resident Holder's income for the taxation year in which the Arrangement takes place. In such circumstances, the Resident Holder will recognize a capital gain (or capital loss) equal to the amount, if any, by which the fair market value of the Softlab9 Shares received, net of any reasonable costs associated with the exchange, exceeds (or is less than) the aggregate of the adjusted cost base of such Share Consideration Shares to the Resident Holder, determined immediately before the exchange. For a description of the tax treatment of capital gains and capital losses, see "*Holders Resident in Canada – Taxation of Capital Gains and Losses*" below. The cost of the Softlab9 Shares acquired on the exchange will be equal to the fair market value thereof at the time of the exchange. This cost will be averaged with the adjusted cost of all other Softlab9 Shares held by the Resident Holder as capital property for determining the adjusted cost base of each Softlab9 Share held by the Resident Holder as capital property.

Dissenting Resident Holders of CGGG Shares

A Resident Holder (a "**Resident Dissenter**") that validly exercises Dissent Rights will be deemed under the Arrangement to have transferred such Resident Holder's CGGG Shares (the "**Resident Holder's Dissent Shares**") to Softlab9 and will be entitled to be paid the fair value for the Resident Holder's Dissent Shares. The Resident Dissenter will realize a capital gain (or a capital loss) equal to the amount by which the payment (other than any interest) exceeds (or is exceeded by) the aggregate of the Resident Dissenter's adjusted cost base of the Resident Holder's Dissent Shares determined immediately before the Effective Time and any reasonable costs of disposition. For a description of the tax treatment of capital gains and capital losses, see "*Holders Resident in Canada – Taxation of Capital Gains and Losses*" below. A Resident Dissenter must include in computing its income any interest awarded to it by a court.

Holding and Disposing of Softlab9 Shares

Dividends Received on Softlab9 Shares

A Resident Holder will be required to include in computing its income for a taxation year any dividends received (or deemed to be received) on the Softlab9 Shares. In the case of a Resident Holder that is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit applicable to any dividends designated by Softlab9 as eligible dividends in accordance with the provisions of the Tax Act.

Taxable dividends received by a Resident Holder that is an individual or a trust may increase such Resident Holder's liability for alternative minimum tax.

A dividend received (or deemed to be received) by a Resident Holder that is a corporation will generally be deductible in computing the corporation's taxable income. In certain circumstances, however, a taxable dividend received (or deemed to be received) by a Resident Holder that is a corporation may be deemed to be a gain from the disposition of

capital property or proceeds of disposition potentially giving rise to a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own particular circumstances.

A Resident Holder that is a "private corporation", as defined in the Tax Act, or any other corporation controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), will generally be liable to pay a refundable tax under Part IV of the Tax Act on dividends received (or deemed to be received) on the Softlab9 Shares to the extent such dividends are deductible in computing the Resident Holder's taxable income for the taxation year.

Disposition of Softlab9 Shares

Generally, on a disposition or deemed disposition of a Softlab9 Share, a Resident Holder will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the Softlab9 Share, immediately before the disposition or deemed disposition. The adjusted cost base to the Resident Holder of a Softlab9 Share will be determined by averaging the cost of such Softlab9 Shares with the adjusted cost base of all other Softlab9 Shares held by the Resident Holder as capital property at that time. See "*Holders Resident in Canada – Taxation of Capital Gains and Losses*" below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

Taxation of Capital Gains and Losses

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized in the year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in the year and allowable capital losses in excess of taxable capital gains for the year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years.

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a CGGG Share or Softlab9 Share may be reduced by the amount of any dividends received (or deemed to be received) by the Resident Holder on such share (or on a share for which such share was exchanged) to the extent and under the circumstances prescribed by the Tax Act. Similar rules may apply where CGGG Shares or Softlab9 Shares are owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Such Resident Holders should consult their own advisors.

Additional Refundable Tax

A Resident Holder that is throughout the taxation year a "Canadian-controlled private corporation", as defined in the Tax Act, is liable for tax, a portion of which may be refundable, on investment income, including taxable capital gains realized and dividends received or deemed to be received (but not dividends or deemed dividends that are deductible in computing taxable income).

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act, is not, and is not deemed to be, resident in Canada and does not use or hold, and is not deemed to use or hold, the CGGG Shares or Softlab9 Shares in a business carried on in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to certain holders that are insurers carrying on an insurance business in Canada and elsewhere.

Exchange of CGGG Shares under the Arrangement

Exchange of CGGG Shares under the Arrangement

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition of CGGG Shares pursuant to the Arrangement unless, at the Effective Time, the CGGG Shares are "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Holder and are not "treaty-protected property" (as defined in the Tax Act) of the Non-Resident Holder. See discussion below under "*CGGG Shares – Taxable Canadian Property*".

A Non-Resident Holder whose CGGG Shares are "taxable Canadian property" and are not "treaty-protected property" will generally have the same tax considerations as those described above under "*Holders Resident in Canada – Exchange of CGGG Shares under the Arrangement*".

Such Non-Resident Holders may be entitled to the automatic tax deferral provisions of subsection 85.1(1) of the Tax Act as described above in respect of any Share Consideration Shares exchanged for Softlab9 Shares, if such Non-Resident Holder satisfies the conditions above under the heading "*Holders Resident in Canada – Exchange of CGGG Shares under the Arrangement*", and such Non-Resident Holder is not a foreign affiliate of a taxpayer resident in Canada that has included the gain or loss otherwise determined in its foreign accrual property income for the taxation year in which the exchange occurs. Where section 85.1(1) of the Tax Act applies, the Softlab9 Shares received in exchange for Share Consideration Shares that constituted taxable Canadian property to such Non-Resident Holder will be deemed to be taxable Canadian property to such Non-Resident Holder for a period of 60 months after the exchange.

CGGG Shares – Taxable Canadian Property

Generally, the CGGG Shares will not constitute "taxable Canadian property" to a Non-Resident Holder at a particular time provided that the CGGG Shares are listed at that time on a designated stock exchange (which includes the TSX and the NYSE). The CGGG Shares are not listed on any designated stock exchange. Non-Resident Holders whose CGGG Shares constitute taxable Canadian property should consult their own tax advisors.

Even if the CGGG Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of such shares will not be included in computing the Non-Resident Holder's income for the purposes of the Tax Act if the CGGG Shares constitute "treaty-protected property". CGGG Shares owned by a Non-Resident Holder will generally be treaty-protected property of a Non-Resident Holder if the gain from the disposition of such shares would, because of an applicable income tax treaty between Canada and the country in which the Non-Resident Holder is resident for purposes of such treaty and in respect of which

the Non-Resident Holder is entitled to receive benefits thereunder, be exempt from tax under the Tax Act.

Dissenting Non-Resident Holders

A Non-Resident Holder that validly exercises Dissent Rights (a "**Non-Resident Dissenter**") and consequently is paid by Softlab9 the fair value for the Non-Resident Dissenter's CGGG Shares, will generally realize a capital gain or capital loss as discussed under "*Holders Resident in Canada – Dissenting Resident Holders*". As discussed above under "*Holders Not Resident in Canada – Exchange of CGGG Shares under the Arrangement*", any resulting capital gain would only be subject to tax under the Tax Act if the Non-Resident Dissenter's CGGG Shares are taxable Canadian property to the Non-Resident Holder at the Effective Time and are not treaty-protected property of the Non-Resident Holder at that time.

Generally, an amount paid in respect of interest awarded by the court to a Non-Resident Dissenter will not be subject to Canadian withholding tax under the Tax Act provided that such interest is not "participating debt interest" (as defined in the Tax Act).

Holding and Disposing of Softlab9 Shares

Dividends Received on Softlab9 Shares

Dividends paid or credited (or deemed to be paid or credited) on the Softlab9 Shares to a Non-Resident Holder will be subject to Canadian withholding tax at the rate of 25%, subject to any reduction in the rate of withholding to which the Non-Resident Holder is entitled under any applicable income tax convention. For example, under the convention, where dividends on the Softlab9 Shares are considered to be paid to or derived by a Non-Resident Holder that is the beneficial owner of the dividends and is a U.S. resident for the purposes of, and is entitled to benefits in accordance with, the provisions of the convention, the applicable rate of Canadian withholding tax is generally reduced to 15%.

Disposition of Softlab9 Shares

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of Softlab9 Shares, unless the Softlab9 Shares constitute "taxable Canadian property" to the Non-Resident Holder and do not constitute "treaty- protected property". For a description of "taxable Canadian property" see "*CGGG Shares – Taxable Canadian Property*" above, as the same tests, with necessary modifications, will apply in respect of the Softlab9 Shares.

Pursuant to the provisions of the Tax Act, where Share Consideration Shares constitute "taxable Canadian property" to a Non-Resident Holder, any Softlab9 Shares received by the Non-Resident Holder on the exchange of such Share Consideration Shares utilizing the rollover available under section 85.1 of the Tax Act will be deemed to constitute "taxable Canadian property" to the Non-Resident Holder for a period of 60 months. The result is that such Non-Resident Holder may be subject to tax under the Tax Act on future gains realized on a disposition of those Softlab9 Shares so long as such shares constitute "taxable Canadian property" to the Non-Resident Holder.

Certain United States Federal Income Tax Considerations

The following discussion is a summary of certain U.S. federal income tax considerations generally applicable to a U.S. Holder (as defined below) arising from the disposition of CGGG Shares pursuant to the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder. In addition, this summary does not consider the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax considerations applicable to such U.S. Holder (as discussed below), including specific tax considerations for a U.S. Holder under an applicable tax treaty. **Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder.** This summary does not address U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, U.S. Medicare tax on net investment income or non-U.S. tax considerations applicable to U.S. Holders of the receipt of Softlab9 Shares pursuant to the Arrangement and the ownership and disposition of such Softlab9 Shares. Each U.S. Holder should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax considerations applicable to such U.S. Holder of the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement.

No opinion from U.S. legal counsel or ruling from the IRS has been requested, or will be obtained, regarding the U.S. federal income tax considerations applicable to the Arrangement, the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary. Further, this summary does not address U.S. federal income tax considerations relating to transactions effected prior or subsequent to, or concurrently with, the Arrangement that, in each case, are not part of the Plan of Arrangement.

This discussion is based on the Internal Revenue Code, Treasury Regulations promulgated thereunder, court decisions, published positions of the IRS and other applicable authorities, each as currently in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a prospective or retroactive basis which could affect the U.S. federal income tax considerations described in this summary.

For purposes of this summary, the term "**U.S. Holder**" means a beneficial owner of CGGG Shares (or, after the Arrangement, Softlab9 Shares) participating in the Arrangement that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

- a trust that (a) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (b) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This summary does not address the U.S. federal income tax considerations relating to the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement, to U.S. Holders that are subject to special provisions under the Internal Revenue Code, including U.S. Holders that: (a) are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) are banks or other financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies; (c) are broker- dealers, dealers, or traders in securities or currencies that elect to apply a mark-to-market accounting method; (d) have a "functional currency" other than the U.S. dollar; (e) own CGGG Shares (or after the Arrangement, Softlab9 Shares) as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (f) acquired CGGG Shares in connection with the exercise of employee stock options or otherwise as compensation for services; (g) hold CGGG Shares (or after the Arrangement, Softlab9 Shares) other than as a capital asset within the meaning of Section 1221 of the Internal Revenue Code (generally, property held for investment purposes); (h) own, directly, indirectly, or by attribution, 5% or more, by voting power or value, of the outstanding CGGG Shares (or after the Arrangement, Softlab9 Shares); or (i) acquired CGGG Shares by gift or inheritance. This summary also does not address the U.S. federal income tax considerations applicable to U.S. Holders who are: (a) U.S. expatriates or former long-term residents of the U.S.; (b) persons that have been, are, or will be a resident or deemed to be a resident in Canada for purposes of the Tax Act; (c) persons that use or hold, will use or hold, or that are or will be deemed to use or hold CGGG Shares (or after the Arrangement, Softlab9 Shares) in connection with carrying on a business in Canada; (d) persons whose CGGG Shares (or after the Arrangement, Softlab9 Shares) constitute "taxable Canadian property" under the Tax Act; or (e) persons that have a permanent establishment in Canada for the purposes of the convention. U.S. Holders that are subject to special provisions under the Internal Revenue Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding all U.S. federal, U.S. state and local, and non-U.S. tax considerations relating to the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement.

If an entity or arrangement that is classified as a partnership (including any other "pass-through" entity) for U.S. federal income tax purposes holds CGGG Shares (or after the Arrangement, Softlab9 Shares), the U.S. federal income tax considerations applicable to such partnership and the partners (or owners) of such partnership of participating in the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement generally will depend on the activities of the partnership and the status of such partners (or owners). This summary does not address the tax considerations applicable to any such partnership or partner (or owner). Partners (or owners) of entities and arrangements that are classified as partnerships for U.S. federal, U.S. state and local, and non-U.S. tax purposes should consult their own tax advisors regarding the U.S. federal income tax considerations relating to the Arrangement and the ownership and disposition of Softlab9 Shares received pursuant to the Arrangement.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSIDERATIONS SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL U.S. HOLDERS OF CGGG SHARES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE PARTICULAR TAX CONSIDERATIONS APPLICABLE TO THEM OF PARTICIPATING IN THE

ARRANGEMENT INCLUDING THE APPLICABILITY AND EFFECT OF U.S. STATE AND LOCAL, NON-U.S. OR OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Certain U.S. Federal Income Tax Considerations for U.S. Holders Relating to the Arrangement

General Tax Considerations Relating to the Arrangement

The Arrangement is expected to be a taxable event for U.S. federal income tax purposes. Accordingly, subject to the PFIC rules discussed below, the following U.S. federal income tax considerations generally will apply to U.S. Holders:

- when a U.S. Holder exchanges shares of a foreign corporation for shares of another foreign corporation, the U.S. Holder may recognize gain on this exchange, even if it otherwise qualifies as a tax-free transaction. However, if the U.S. Holder owns less than 5% of the Softlab9 Shares after the transfer, by vote and by value, the U.S. Holder should not recognize gain on the transfer;

- the aggregate tax basis of the Softlab9 Shares received in the Arrangement would be equal to the U.S. Holder's U.S. tax basis in the CGGG shares exchanged as part of the Arrangement; and

- the holding period for the Softlab9 Shares received in the Arrangement would include the period of time during which the U.S. Holder held the CGGG shares exchanged as part of the Arrangement.

Subject to the PFIC rules discussed below, any gain or loss described in the first bullet point immediately above would be capital gain or loss, which would be a long-term capital gain or loss if the U.S. Holder's holding period in the CGGG Shares exceeds one year as of the date of the Arrangement. Such gain or loss generally will be considered U.S. source gain or loss for U.S. foreign tax credit purposes. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to limitations.

While the Arrangement may have US tax implications for U.S. Holders if Softlab9 was classified as a "controlled foreign corporation" for US income tax purposes, the ramifications of such classification on U.S. Holders is beyond the scope of this Circular.

U.S. Holders Exercising Dissent Rights

A U.S. Holder that exercises Dissent Rights with respect to its CGGG Shares and is paid cash in exchange for all of such U.S. Holder's CGGG Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (a) the U.S. dollar value of the Canadian currency received by such U.S. Holder in exchange for such U.S. Holder's CGGG Shares on the date of receipt and (b) such U.S. Holder's adjusted tax basis in such CGGG Shares surrendered.

Subject to the PFIC rules discussed below, such gain or loss will be capital gain or loss, which would be long-term capital gain or loss if the U.S. Holder's holding period in the CGGG Shares exceeds one year as of the date of the Arrangement. Such gain or loss generally will be considered U.S. source gain or loss for U.S. foreign tax credit purposes. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-

term capital gain at preferential rates. The deductibility of capital losses is subject to limitations.

Tax Considerations Relating to the Arrangement if CGGG is Classified as a PFIC

A U.S. Holder of CGGG Shares could be subject to special, adverse tax rules in respect of the Arrangement if CGGG was classified as a "passive foreign investment company" within the meaning of Section 1297 of the Internal Revenue Code (a "**PFIC**") for any tax year during which such U.S. Holder has held CGGG Shares.

In general, a non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined for U.S. federal income tax purposes) or (ii) 50% or more of the value of its assets are considered "passive assets" (generally, assets that generate passive income), based on the quarterly average of the fair market value of such assets.

CGGG believes that it was not a PFIC during its taxable year ended December 31, 2019 and, based on its current operations and financial expectations, CGGG expects it would not be a PFIC for its current taxable year if such taxable year were to end on the Effective Date. The determination of whether CGGG was a PFIC during any tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Accordingly, there can be no assurance that the IRS will not challenge any determination made by CGGG concerning its PFIC status or that CGGG was not, or will not be, a PFIC for any tax year.

If CGGG were to be treated as a PFIC for any tax year during which a U.S. Holder has held CGGG Shares, gain realized on the exchange of such U.S. Holder's CGGG Shares pursuant to the Arrangement generally would not be treated as capital gain. Instead, unless such U.S. Holder elects to be taxed annually on a mark-to-market basis with respect to its CGGG Shares, such U.S. Holder would be treated as if such U.S. Holder had realized such gain rateably over such U.S. Holder's holding period for the CGGG Shares and generally would be taxed at the highest tax rate in effect for each such year to which the gain was allocated, together with an interest charge in respect of the tax attributable to each such year, if any, in which CGGG was treated as a PFIC with respect to such U.S. Holder. With certain exceptions, a U.S. Holder's CGGG Shares will be treated as stock in a PFIC if CGGG were a PFIC at any time during such U.S. Holder's holding period in its CGGG Shares.

Each U.S. Holder should consult its own tax advisor regarding the status of CGGG as a PFIC, the possible effect of the PFIC rules to such U.S. Holder, as well as the availability of any election or exception that may be available to such U.S. Holder to mitigate adverse U.S. federal income tax consequences of holding shares in a PFIC.

Certain U.S. Federal Income Tax Considerations for U.S. Holders of the Ownership and Disposition of Softlab9 Shares

The following discussion is subject, in its entirety, to the rules described below under "*Passive Foreign Investment Company Status of Softlab9*".

Distributions on Softlab9 Shares

For U.S. federal income tax purposes, a U.S. Holder that receives a distribution, including a constructive distribution, with respect to a Softlab9 Share generally will be required to include the amount of such distribution in gross income as a dividend (without reduction for any

Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of Softlab9, as computed for U.S. federal income tax purposes. The amount of the dividend distribution that a U.S. Holder must include in income will be the U.S. dollar value of the Canadian dollar payments made, determined at the spot Canadian dollar/U.S. dollar rate on the date the dividend distribution is includible in such U.S. Holder's income, regardless of whether the payment is in fact converted into U.S. dollars. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date a U.S. Holder includes the dividend payment in income to the date such U.S. Holder converts the payment into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. Such foreign exchange gain or loss generally will be U.S. source income or loss for U.S. foreign tax credit purposes. Any portion of the distribution in excess of Softlab9's earnings and profits will first be treated as a tax-free return of capital to the extent of the U.S. Holder's tax basis in its Softlab9 Share and will be applied against and reduce that basis, but not below zero. To the extent that the distribution exceeds the U.S. Holder's tax basis, the excess will constitute gain from a sale or exchange of the Softlab9 Share.

Dividends received on the Softlab9 Shares by corporate U.S. Holders generally will not be eligible for the "dividends received deduction". Subject to applicable limitations, dividends paid by Softlab9 to non-corporate U.S. Holders, including individuals, generally would be eligible for qualified dividend treatment and the preferential tax rates applicable to long-term capital gains, provided certain holding period and other conditions are satisfied, including that Softlab9 not be classified as a PFIC in the tax year of distribution or in the preceding tax year. The dividend rules are complex, and each U.S. Holder should consult its own tax advisor regarding the application of such rules. Subject to certain limitations, Canadian tax withheld from a distribution in accordance with the convention and paid over to Canada will be creditable or deductible against the U.S. Holder's U.S. federal income tax liability. Special rules apply in determining the foreign tax credit limitation with respect to dividends that are subject to the preferential tax rates. To the extent a refund of the tax withheld is available under Canadian law or under the convention, the amount of tax withheld that is refundable will not be eligible for credit against U.S. Holder's U.S. federal income tax liability. Dividends generally will be income from sources outside the United States and will, depending on such U.S. Holder's circumstances, be either "passive" or "general" income for purposes of computing the U.S. foreign tax credit allowable to such U.S. Holder. The rules governing the foreign tax credit are complex and involve the application of rules that depend upon a U.S. holder's particular circumstances. Accordingly, U.S. holders are urged to consult their own tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale, Exchange or Other Disposition of the Softlab9 Shares

Upon a sale, exchange or other taxable disposition of the Softlab9 Shares acquired pursuant to the Arrangement, a U.S. Holder will recognize a capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the U.S. dollar value of the fair market value of any property received, and the U.S. Holder's adjusted tax basis in such Softlab9 Shares. Any such gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period in the Softlab9 Shares exceeds one year. Such gain or loss generally will be considered U.S. source gain or loss for U.S. foreign tax credit purposes. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to limitations.

Passive Foreign Investment Company Status of Softlab9

As discussed above under "*Tax Considerations Relating to the Arrangement if CGGG Is Classified as a PFIC*", in general, a non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined for U.S. federal income tax purposes) or (ii) 50% or more of the value of its assets are considered "passive assets" (generally, assets that generate passive income), based on the quarterly average of the fair market value of such assets. Based on its current operations and financial expectations, Softlab9 expects that it should not be a PFIC for its current taxable year and does not anticipate becoming a PFIC in the future. PFIC classification is fundamentally factual in nature, generally cannot be determined until the close of the tax year in question, and is determined annually. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Consequently, there can be no assurance that Softlab9 is not or will not become, a PFIC for any tax year during which a U.S. Holder holds Softlab9 Shares.

If Softlab9 were classified as a PFIC in any taxable year during which a U.S. Holder owns Softlab9 Shares, certain adverse tax consequences could apply to such U.S. Holder. Certain elections may be available to U.S. Holders of Softlab9 Shares which may mitigate some of the adverse consequences that would result if Softlab9 were to be treated as a PFIC. U.S. Holders should consult their own tax advisors regarding the application of the PFIC rules to their investments in Softlab9 Shares and whether to make an election or protective election.

U.S. Holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership and disposition of Softlab9 Shares and the availability of certain *U.S. tax elections under the PFIC rules.*

Additional Considerations

Required Disclosure with Respect to Foreign Financial Assets

Certain U.S. Holders are required to report information relating to an interest in Softlab9 Shares, subject to exceptions (including an exception for Softlab9 Shares held in accounts maintained by certain financial institutions), by attaching a completed IRS Form 8938, Statement of Specified Foreign Financial Assets, with their own tax return for each year in which they hold an interest in Softlab9 Shares. U.S. Holders should consult their own tax advisors regarding information reporting requirements relating to their ownership of Softlab9 Shares.

This discussion does not address tax considerations that may vary with, or are contingent on, individual circumstances. Moreover, it only addresses U.S. federal income tax and does not address any non-income tax or any state, local or non-United States tax considerations. U.S. Holders should consult their own tax advisor concerning the U.S. federal income tax considerations of the Arrangement, the ownership and disposition of Softlab9 Shares received in the Arrangement in light of such U.S. Holder's particular situation, as well as any considerations arising under the laws of any other taxing jurisdiction.

Other Tax Considerations

This Circular discusses certain Canadian and United States federal income tax considerations applicable to certain CGGG Shareholders. Tax considerations applicable to CGGG Shareholders who are resident in jurisdictions other than Canada or the United States are not discussed and such CGGG Shareholders should consult their own tax advisors with respect to the tax

implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning Softlab9 Shares after the Arrangement. All CGGG Shareholders should consult their own tax advisors regarding the provincial, state, local and territorial tax considerations relating to the Arrangement and of holding Softlab9 Shares.

Interests of Certain Persons or Companies in the Acquisition

Except as disclosed below, to the knowledge of Softlab9 and CGGG, no person that has been a director or executive officer of CGGG or Softlab9 at any time since the beginning of CGGG or Softlab9's last completed financial year or any associate or affiliate thereof has any material interest, direct or indirect, in the Acquisition.

Interests of Directors and Officers in the Acquisition

Other than as disclosed elsewhere in this Circular, the directors and executive officers of each of Softlab9 and CGGG do not have interests in the Acquisition that are, or may be, different from, or in addition to, the interests of the CGGG Shareholders and the Softlab9 Shareholders, respectively. Each of the CGGG Board and the Softlab9 Board, as applicable, was aware of these interests as disclosed elsewhere in this Circular and considered them, among other matters, when recommending approval of the Acquisition to their respective shareholders.

Share Ownership and other Securities

The table below sets forth the CGGG Shares which the directors, officers and insiders of CGGG and any of their respective affiliates and associates beneficially own or exercise control or direction over, directly or indirectly, as of the date hereof. All CGGG Shares held by the directors, officers and insiders of CGGG will be exchanged for Softlab9 Shares pursuant to the Arrangement on the same basis as CGGG Shares held by other CGGG Shareholders:

Name and Position	Number of CGGG Shares Owned or Controlled	Number of Softlab9 Shares Issuable Pursuant to the Arrangement
Anthony Sarvucci, Director and Chief Executive Officer	10,907,500 (34.1%)	8,180,625/(19.71%)
Paula Pearce- Sarvucci, Director	3,005,000 (9.4%)	2,253,750/(5.43%)
Morgan Rebrinsky	3,950,000 (12.3%)	2,962,500/(7.13%)
Kolin Stuckey	3,300,000 (10.3%)	2,475,000/(5.96%)

The senior management of CGGG comprised of Anthony Sarvucci and Gary Lobb are expected to be part of the New Softlab9 management team following completion of the Acquisition. Immediately following the Acquisition, Anthony Sarvucci shall be appointed as President and Chief Executive Officer and Gary Lobb shall be appointed as Chief Financial Officer of New Softlab9. Additionally, Anthony Sarvucci, Morgan Rebrinsky, Dr. Darren Clarke and Eugene Chen have been nominated for election to the New Softlab9 Board following the completion of the Acquisition. See the heading *"Information Relating to New Softlab9 After the Acquisition"* in this Circular.

Change of Control Provisions

CGGG does not have employment agreements or other agreements which include provisions dealing with termination, retirement, resignation, severance or change of control rights upon termination of employment or office with any employee, officer or director, including the CEO. Accordingly, all rights or entitlements with respect to termination, retirement, resignation or a change of control are, in the case of severance rights, governed by the common law.

Risk Factors

Softlab9 Shareholders voting in favour of the Fundamental Change Resolution and CGGG Shareholders voting in favour of the Arrangement Resolution will be choosing to combine the businesses of Softlab9 and CGGG. The completion of the Acquisition involves risks. In addition to the risk factors described in the management's discussion and analysis documents of Softlab9, which are specifically incorporated by reference into this Circular, the following are additional and supplemental risk factors which Softlab9 Shareholders should carefully consider before making a decision regarding approving the Fundamental Change Resolution and which CGGG Shareholders should carefully consider before making a decision regarding approving the Arrangement Resolution. Readers are cautioned that such risk factors are not exhaustive and additional risks and uncertainties, including those currently unknown or considered immaterial to Softlab9 and CGGG, may also adversely affect the CGGG Shares and the Softlab9 Shares before the Acquisition, and the Softlab9 Shares following the Acquisition, and/or the business of Softlab9 and CGGG before the Acquisition and of Softlab9 following the Acquisition.

Completion and Benefits of the Acquisition

The Acquisition may not be completed, and if completed, the benefits of the Acquisition to Softlab9, CGGG and their respective shareholders as described in this Circular may not be realized in their entirety or at all. If for any reason the expected benefits of the Acquisition are not realized in their entirety or at all, the market price of the Softlab9 Shares may be adversely affected.

Conditions Precedent to the Acquisition

The completion of the Acquisition is subject to a number of conditions precedent, some of which are outside the control of Softlab9 and CGGG, including obtaining the requisite approvals from Softlab9 Shareholders and CGGG Shareholders, respectively, receipt of approval of the Court and the CSE. There is no certainty, nor can Softlab9 or CGGG provide any assurance, that the conditions to the completion of the Acquisition will be satisfied or, if satisfied, when they will be satisfied. If for any reason the Acquisition is not completed, the market price of the Softlab9 Shares may be adversely affected.

The Arrangement Agreement may be terminated in certain circumstances

Each of the parties to the Arrangement Agreement has the right to terminate the agreement in certain circumstances. Accordingly, there can be no certainty, nor is there any assurance, that the Arrangement Agreement will not be terminated before the completion of the Acquisition. Moreover, if the Arrangement Agreement is terminated, there is no assurance that Softlab9 or CGGG will pursue (or be able to complete) another similar transaction.

If the Acquisition is not completed, Softlab9's and CGGG's future business and operations could be harmed

If the Acquisition is not completed, Softlab9 and CGGG may be subject to a number of additional material risks, including, but not limited to, those relating to the fact that CGGG may be unable to obtain additional sources of financing and Softlab9 and CGGG may be unable to conclude another sale, acquisition, amalgamation or business transaction on as favourable terms as the Acquisition, in a timely manner, or at all.

CGGG Shareholders will be Shareholders of New Softlab9 Following the Completion of the Acquisition

The completion of the Acquisition will result in CGGG Shareholders holding approximately 58% of the outstanding New Softlab9 Shares as at the Effective Date. While the CGGG Board believes that an investment in New Softlab9 will be beneficial for CGGG Shareholders, there can be no guarantee as to the future market price of the New Softlab9 Shares and the liquidity of New Softlab9 Shares.

Softlab9 and CGGG will incur costs even if the Acquisition is not completed and Softlab9 or CGGG may have to pay various expenses incurred in connection with the Acquisition

Certain costs related to the Acquisition, such as legal, accounting and audit fees, must be paid by Softlab9 and CGGG even if the Acquisition is not completed. Softlab9 and CGGG are each liable for their own costs incurred in connection with the Acquisition, except where the Arrangement Agreement is terminated in certain circumstances in which case CGGG is required to pay its outstanding Loan amount to Softlab9. See the heading "*Details of the Acquisition – The Arrangement Agreement – Loan Repayment; Expenses*" in this Circular.

The Acquisition may divert the attention of Softlab9's and CGGG's management

The proposed Acquisition could cause the attention of Softlab9's and CGGG's management to be diverted from their day-to-day operations. These disruptions could be exacerbated by a delay in the completion of the Acquisition and could have an adverse effect on the business, operating results or prospects of Softlab9 or CGGG regardless of whether the Acquisition is ultimately completed.

While the Acquisition is pending, CGGG and Softlab9 are restricted from taking certain actions

The Arrangement Agreement restricts CGGG and Softlab9 from taking specified actions until the Arrangement is completed, without the consent of the other party. These restrictions may prevent CGGG and/or Softlab9 from pursuing attractive business opportunities that may arise prior to completion of the Arrangement.

Following completion of the Acquisition, Softlab9 may issue additional equity securities

Following completion of the Acquisition, New Softlab9 may issue equity securities to finance its activities, including in order to finance acquisitions. If New Softlab9 were to issue additional securities, holders of New Softlab9 Shares may experience dilution in New Softlab9's cash flow or earnings per share.

New Softlab9, following the Arrangement, may not realize the anticipated benefits of the Arrangement

Softlab9 and CGGG are proposing to complete the Arrangement to strengthen the position of each entity in the cleaning and disinfectant industry and to create the opportunity to realize certain benefits including, among other things, those set forth in this Circular under the heading "*Anticipated Benefits of the Arrangement*". Achieving the benefits of the Arrangement depends in part on the ability of New Softlab9 to effectively capitalize on management to realize the anticipated synergies and to maximize the potential of its growth opportunities as a result of combining the businesses and operations of Softlab9 and CGGG. A variety of factors, including those risk factors set forth in this Circular and the documents incorporated by reference herein, may adversely affect the ability to achieve the anticipated benefits of the Arrangement.

There are risks related to the integration of Softlab9's and CGGG's existing businesses

The ability to realize the benefits of the Arrangement including, among other things, those set forth in this Circular under the heading "*Anticipated Benefits of the Arrangement*", will depend in part on successfully consolidating functions and integrating operations, procedures and personnel in a timely and efficient manner, as well as on New Softlab9's ability to realize the anticipated growth opportunities, capital funding opportunities and operating synergies from integrating both businesses following completion of the Arrangement. Many operational and strategic decisions and certain staffing decisions with respect to New Softlab9 following completion of the Arrangement have not yet been made. These decisions and the integration will require the dedication of substantial management effort, time and resources which may divert management's focus and resources from other strategic opportunities of New Softlab9 following completion of the Arrangement, and from operational matters during this process. The integration process may result in the loss of key employees and the disruption of ongoing business, customer and employee relationships that may adversely affect the ability of New Softlab9, following completion of the Arrangement, to achieve the anticipated benefits of the Arrangement.

The unaudited pro-forma financial information of New Softlab9 are presented for illustrative purposes only and may not be an indication of New Softlab9's financial condition or results of operations following the Arrangement

The unaudited *pro-forma* financial information contained in this Circular is presented for illustrative purposes only as of its respective dates and may not be an indication of the financial condition or results of operations of New Softlab9 following the Arrangement for several reasons. The unaudited *pro-forma* financial information has been derived from the respective historical financial statements of Softlab9 and CGGG, and certain adjustments and assumptions made as of the dates indicated therein have been made to give effect to the Arrangement. The information upon which these adjustments and assumptions have been made is preliminary and these kinds of adjustments and assumptions are difficult to make with complete accuracy. Therefore, the *pro-forma* financial information is presented for informational purposes only and is not necessarily indicative of what Softlab9's actual financial condition or results of operations would have been had the Arrangement been completed on the date indicated. Accordingly, the business, assets, results of operations and financial condition may differ significantly from those indicated in the unaudited *pro-forma* financial information.

The completion of the Arrangement may be delayed due to health epidemics and other outbreaks of infectious diseases, including, but not limited to COVID-19.

There can be no assurance that completion of the Arrangement will not be impacted by adverse consequences that may be brought about by the COVID-19 pandemic on global financial markets. The COVID-19 pandemic could adversely impact the ability of CGGG and Softlab9 to obtain necessary approvals or delay or hinder the completion of the Arrangement.

Trading Access

The Softlab9 Shares are currently listed on CSE. Following the completion of the Arrangement, the Softlab9 Shares to be issued to CGGG Shareholders in exchange under the terms of the Arrangement Agreement will be listed on the CSE, thereby presenting current CGGG Shareholders an immediate liquidity opportunity and access to Canadian public markets.

Although Softlab9 has applied to the CSE for listing of an aggregate of 24,000,000 Softlab9 Shares issuable pursuant to the Arrangement, there can be no assurance that such listing will occur in a timely manner or at all.

Experts

Certain legal matters relating to the Acquisition will be passed upon by Segev LLP on behalf of Softlab9 and McLeod Law LLP on behalf of CGGG. As at the date hereof, the partners and associates of Segev LLP and McLeod Law LLP owned, directly and indirectly, in the aggregate, less than 1% of the outstanding Softlab9 Shares and less than 1% of the outstanding CGGG Shares.

Saturna Group Chartered Professional Accountants LLP, the auditors of Softlab9, has confirmed that it is independent with respect to Softlab9 under the Code of Professional Conduct and the Chartered Professional Accountants of British Columbia. DMCL LLP, Chartered Professional Accountants, the auditors of CGGG, has confirmed that it is independent with respect to CGGG, under the Code of Professional Conduct and the Chartered Professional Accountants of British Columbia.

INFORMATION RELATING TO SOFTLAB9 AND CGGG

Softlab9

Softlab9 is a reporting issuer in the provinces of Alberta, British Columbia, Manitoba and Ontario. The Softlab9 Shares are listed on the CSE and trade under the stock symbol "SOFT" and are also traded on the Frankfurt Stock Exchange Open Market under the stock symbol "APO2" and the OTC Market in the United States under the stock symbol "SOFSF". Softlab9 specializes in the development of early stage companies by providing access to capital, executive management and industry experience to grow its several portfolios of companies.

Softlab9 was incorporated as CDN BVentures Ltd. on October 30, 2014 under the *Business Corporations Act* (British Columbia) as a wholly-owned subsidiary of a reporting issuer, Web Watcher Systems Ltd. ("**Web Watcher**"). Softlab9's head office is located at Suite 605 – 815 Hornby Street, Vancouver, B.C. V6Z 2E6.

For more detailed description of Softlab9 and other relevant information, see Appendix F - "*Information Concerning Softlab9 Technologies Inc.*"

CGGG

CGGG is an FDA and Health Canada approved manufacturer of green, non-toxic, and biodegradable suite of cleaning products for industrial, commercial and consumer markets. CGGG, also manufactures hand sanitizer gel and wipes which are sold throughout the USA and Canada.

CGGG is incorporated under the Act and its head and registered office is located at Unit#422 234-5149 Country Hills Blvd, Calgary, Alberta, T3A 5K8. CGGG is a privately held company. CGGG is not a reporting issuer in any province or territory of Canada.

For a more detailed description of CGGG and other relevant information, see Appendix G – "*Information Concerning Clean Go Green Go Inc.*"

INFORMATION RELATING TO NEW SOFTLAB9 AFTER THE ACQUISITION

Notice to Reader

The following information about the combined company following completion of the Arrangement (i.e. New Softlab9) should be read in conjunction with documents incorporated by reference in this Circular and the information concerning Softlab9 and CGGG, as applicable, appearing elsewhere in this Circular. See Appendix F – "*Information Concerning Softlab9 Technologies Inc.",* Appendix G – "*Information Concerning Clean Go Green Go Inc.*" and Appendix H - "*Financial Statements*".

Information included in this section under the headings "*Selected Pro-Forma Financial Information*", "*Selected Pro-Forma Operational Information*", and "*Pro-Forma Consolidated Capitalization*" pertaining to Softlab9 and CGGG, as applicable, has been furnished by Softlab9 and CGGG, respectively. With respect to such information, the Softlab9 Board has relied exclusively upon CGGG, without independent verification by Softlab9, and the CGGG Board has relied exclusively upon Softlab9, without independent verification by CGGG. For further information regarding Softlab9, please refer to its public filings available via SEDAR at www.sedar.com.

General

The Arrangement will result in a strategic business combination of Softlab9 and CGGG resulting in the acquisition by Softlab9 of all of the outstanding CGGG Shares. CGGG Shareholders will receive 0.75 of a Softlab9 Shares for every one CGGG Share held, representing approximately 58% of the New Softlab9 Shares following completion of the Acquisition on an undiluted basis.

Following the completion of the Acquisition, CGGG will become a wholly-owned subsidiary of New Softlab9 and New Softlab9 will continue the operations of Softlab9 and CGGG on a combined basis.

The following sets forth certain information relating to New Softlab9 after giving effect to the Acquisition. Additional information concerning each of Softlab9 and CGGG is set forth elsewhere in this Circular. See Appendix F – "*Information Concerning Softlab9 Technologies Inc.*" and Appendix G – "*Information Concerning Clean Go Green Go Inc.*"

Organization Structure after the Acquisition

Immediately following the Acquisition, CGGG will become a wholly-owned subsidiary of New Softlab9. New Softlab9 may combine the companies at a later date, but no determination to do so has been made at this time.

Narrative Description of the Combined Business

Following the completion of the Acquisition, New Softlab9 will carry on the business and operations of Softlab9 and CGGG on a combined basis. New Softlab9 will operate as "CleanGo Innovations Inc." and move its headquarters to CGGG's office in Calgary, Alberta. For a detailed description of the business of Softlab9 and CGGG including the historical development of their respective businesses and their respective assets, see Appendix F – "*Information Concerning Softlab9 Technologies Inc.*" and Appendix G – "*Information Concerning Clean Go Green Go Inc.*".

Corporate Offices

It is anticipated that, on completion of the Arrangement, the head office of New Softlab9 will be moved to CGGG's registered and head office, which is located at Unit 15, 5656- 10 Street NE, Calgary, Alberta.

Name Change

Immediately following the completion of the Acquisition, Softlab9 will change its name to "CleanGo Innovations Inc." to better reflect its business and operations. In connection with obtaining the approval of the CSE for the Fundamental Change, Softlab9 will request the issuance of a new stock symbol for New Softlab9 and other related matters.

Description of Share Capital

Following the completion of the Acquisition, the share capital of New Softlab9 will be the same as the current share capital of Softlab9 existing prior to the completion of the Acquisition.

Selected *Pro-Forma* Financial Information

The following is a summary of selected unaudited *pro-forma* consolidated financial information of New Softlab9 before and after giving effect to the completion of the Arrangement for the dates and periods indicated. The *pro-forma* adjustments are based upon available information and certain assumptions that Softlab9 and CGGG believes are reasonable under the circumstances. The unaudited *pro-forma* consolidated financial information set forth below are presented for illustrative purposes only and are not necessarily indicative of either the financial position or the results of operations that would have occurred as at or for such dates or periods had the Arrangement been effective as of September 30, 2020 of the financial position or results of operations for the combined company in future years if the Arrangement is completed. The actual adjustments will differ from those reflected in such unaudited *pro-forma* consolidated financial statements and such differences may be material.

	Softlab9 as at September 30, 2020	CGGG as at September 30, 2020	*Pro-forma* as at September 30, 2020 after giving effect to the Acquisition
Working Capital	$721,224	$(792,199)	$(220,975)
Non-current Assets	-	$97,647	$97,647
Non-current Liabilities	-	$11,654	$11,654
Shareholders' Equity	$721,224	$(706,206)	$(134,982)

***Pro Forma* Consolidated Capitalization**

The following table sets forth the consolidated capitalization of New Softlab9 as at September 30, 2020 both before and after giving effect to the Acquisition.

	Softlab9 as at September 30, 2020	CGGG as at September 30, 2020	*Pro-forma* as at September 30, 2020 after giving effect to the Acquisition
Cash and cash equivalents:	$657,529	$446,925	$954,454
Debt:	$884,171	$1,453,821	$1,537,992
Shareholder Equity:			
Common shares:	$8,606,887	$603,890	$2,483,933
Share subscriptions:	$40,433	$(48,000)	$(7,567)
Reserves:	$1,337,829	-	$2,825,222
Accumulated other comprehensive loss:	-	$(1,759)	$(1,759)
Deficit:	$(9,191,686)	$(1,260,337)	$(5,362,572)
Non-controlling interest	$(72,239)	-	$(72,239)
Total Capitalization:	**$721,224**	**$(706,206)**	**$(134,982)**

Governance Matters

If the Fundamental Change Resolution is passed at the Softlab9 Meeting and after the Acquisition is completed, New Softlab9 is expected to have the following directors: Anthony Sarvucci, Alnoor Nathoo, Dr. Darren Clarke, Eugene Chen and Morgan Rebrinsky.

Anthony Sarvucci - President, Chief Executive Officer and Director

Mr. Sarvucci is the founder and President of Clean Go Green Go. He has a track record as a proven executive and innovative founder in both the private and public sectors and been involved with numerous mergers, acquisitions and public listings in the finance, oil and gas and consumer packaged goods sectors.

Alnoor Nathoo - Director

Mr. Nathoo is a seasoned entrepreneur with a wealth of experience with private and public companies. He has been the principal of a privately held hotel development company for over two decades.

Dr. Darren Clark, Ph.D. - Director

Dr. Clark has over 15 years of experience in health, nutrition and psychiatric research. With a Ph.D. in Neuroscience from the University of Alberta, Dr. Clark has authored over 25 peer reviewed articles and numerous international awards for her work in alternative therapeutics.

Eugene Chen - Director

Mr. Chen is currently a Partner at McLeod Law LLP and Managing Partner of Optimal Capital Advisors. He has been a trusted strategic advisor for over 25 years to emerging and growth-oriented companies in the areas of corporate finance, securities and mergers & acquisitions.

Morgan Rebrinsky, P. Eng, MBA - Director

Mr. Rebrinsky is an experienced results-driven professional engineer who specializes in operations, logistics and business strategy. He has extensive project management experience and has been assisting CGGG with alpha and beta testing and operations management. He is currently Director of Asset and Liability Management with an engineering consulting firm. Mr. Rebrinsky previously worked with Enerplus Corporation and Obsidian Energy Ltd. (formerly Penn West Petroleum) in various senior engineering roles.

Following the completion of the Acquisition, New Softlab9 will be led by a management team comprised of: Anthony Sarvucci as Chief Executive Officer and Gary Lobb as Chief Financial Officer.

Escrowed Securities

Under CSE Policy 8 - *Fundamental Changes & Changes of Business*, principals of New Softlab9 must enter into an escrow agreement that provides for the escrow of the New Softlab9 Shares (the "**Escrow Shares**") held by such principals after the completion of the Acquisition. The Escrow Shares will be subject to an escrow for a period of 36 months following the Effective Date. The Escrow Shares held by each principal will be released in accordance with the release schedule set forth below:

Release Schedule of the Escrow Shares	Number of New Softlab9 Shares
On the listing and trading of the New Softlab9 Shares on the CSE	10% of the total Escrow Shares shall be released from escrow
6 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow
12 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow
18 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow

24 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow
30 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow
36 months following listing and trading of the New Softlab9 Shares on the CSE	15% of the total Escrow Shares shall be released from escrow

In addition to the Escrow Shares, certain CGGG Shareholders are also subject to payment of a deferred Consideration under the terms of the Side Letter Agreement.

Outstanding New Softlab9 Shares and Principal Holders

To the knowledge of the directors and officers of Softlab9 and CGGG, the only person who will hold more than 10% of the New Softlab9 Shares following completion of the Acquisition is Anthony Sarvucci, who will hold approximately 8,180,625 New Softlab9 Shares, representing 19.71% of the issued and outstanding New Softlab9 Shares following completion of the Acquisition.

Indebtedness of Directors, Officers and Other Management

As of the date hereof, none of the proposed directors, officers or other members of management or promoters of Softlab9 or CGGG, nor any of their associates or affiliates is indebted to Softlab9 or CGGG, nor has any indebtedness of any such person been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Softlab9 or CGGG.

Auditors, Transfer Agent and Registrar

Following the Arrangement, (i) the auditors of New Softlab9 will be Saturna Group Chartered Professional Accountants LLP, at their principal offices at 1066 W Hastings St #1250, Vancouver, BC V6E 3X1, which are the current auditors of Softlab9; (ii) the registrar and transfer agent for New Softlab9 Shares will be Odyssey Trust Company, at their offices at Suite 1230, 300 5th Avenue SW, Calgary, Alberta T2P 3C4, which is the current registrar and transfer agent of CGGG.

Material Contracts

Other than as disclosed in this Circular or in the documents incorporated by reference herein with respect to Softlab9 and CGGG, there are no contracts to which New Softlab9 will be a party to following completion of the Arrangement that can reasonably be regarded as material to a proposed investor, other than contracts entered into by Softlab9 and CGGG in the ordinary course of business. For a description of the material contracts of Softlab9 and CGGG, please refer to Appendix F – "*Information Concerning Softlab9 Technologies Inc.*" and Appendix G – "*Information Concerning Clean Go Green Go Inc.*"

Risk Factors

Holding or making an investment in New Softlab9 Shares is subject to various risks. In addition to the risks set out in the documents incorporated by reference in this Circular with respect to the businesses and operations of Softlab9 and CGGG, respectively, the proposed

combination of Softlab9 and CGGG in connection with the Arrangement is subject to certain risks. See the heading "*Risk Factors*" in this Circular. For additional information of the risks of Softlab9's business, see Appendix F – "*Information Concerning Softlab9 Technologies Inc.*". For additional information of the risks of CGGG's business, see Appendix G – "*Information Concerning Clean Go Green Go Inc.*" Softlab9 Shareholders and CGGG Shareholders should carefully consider such risk factors related to the Arrangement.

MATTERS TO BE ACTED UPON AT THE SOFTLAB9 MEETING

At the Softlab9 Meeting, the Softlab9 Shareholders will be asked to consider, and if deemed advisable, approve the Fundamental Change Resolution and the Continuation Resolution. Each Softlab9 Shareholder of record on January 15, 2021, (subject to certain exceptions) is entitled to vote at the Softlab9 Meeting or any adjournment(s) or postponement(s) thereof and is entitled to one vote for each Softlab9 Share held. See "*General Proxy Matters for Softlab9 and CGGG – Softlab9*". Softlab9 Shareholders are urged to review this Circular and all its appendices when considering the Fundamental Change Resolution and the Continuation Resolution.

Approval of the Fundamental Change Resolution

The Acquisition, if completed, will result in Softlab9 acquiring all of the CGGG Shares. CGGG Shareholders (other than the Dissenting Shareholders) will receive 0.75 of a Softlab9 Share for every one CGGG Share held immediately prior to the Acquisition. As at January 25, 2021, there were 32,000,000 CGGG Shares outstanding. Accordingly, based on the CGGG Shares outstanding, Softlab9 will issue 24,000,000 Softlab9 Shares to acquire all the outstanding CGGG Shares. Softlab9 will seek approval of the CSE for the issuance and listing of 24,000,000 Softlab9 Shares to effect the Arrangement.

The Fundamental Change Resolution must be approved by at least 50.1% of the votes cast by Softlab9 Shareholders, represented by proxy at the Softlab9 Meeting. See "*Details of the Acquisition - Key Approval - Softlab9 Shareholder Approval*".

The Softlab9 Board unanimously recommends you vote "FOR" the Fundamental Change Resolution. Unless otherwise directed, the persons named in the form of proxy for the Softlab9 Meeting intend to vote in favour of the Fundamental Change Resolution.

It is a condition under the Arrangement Agreement that the Fundamental Change Resolution be approved by the Softlab9 Shareholders at the Softlab9 Meeting.

Approval of the Continuation Resolution

Softlab9 is currently incorporated under the BCBCA. In connection with the Acquisition, Softlab9 wishes to change its domicile from the Province of British Columbia to the Province of Alberta. At the Softlab9 Meeting, Softlab9 Shareholders will be asked to consider, and if thought fit, to pass, with or without variation, the Continuation Resolution, substantially in the form set forth in Appendix A to this Circular. The Continuation Resolution authorizes and approves the continuance of Softlab9 from the Province of British Columbia to the Province of Alberta, conditional upon the completion of the Acquisition. Softlab9 Shareholders are entitled under the BCBCA to dissent from the Continuation and elect to be paid the fair value of their Softlab9 Shares instead. For more details surrounding the Continuation and the dissent rights available to Softlab9 Shareholders, please see below and Appendix E in this Circular.

The Softlab9 Board unanimously recommends you vote "FOR" the Continuation Resolution. Unless otherwise directed, the persons named in the form of proxy for the Softlab9 Meeting intend to vote in favour of the Continuation Resolution.

Reasons for the Continuation

For corporate and administrative reasons, the Softlab9 Board is of the view that it would be appropriate to continue Softlab9 as an Alberta corporation, conditional upon completion of the Acquisition. CGGG is an Alberta corporation, and following the Acquisition, as New Softlab9 will carry on the business of CGGG. New Softlab9 will have no material assets in the Province of British Columbia. In addition, a majority of New Softlab9 Board and management will be in the Province of Alberta.

Procedure to Effect the Continuation

In order to effect the Continuation, the following steps must be taken:

(a) Softlab9 must be in good standing under the BCBCA;

(b) Softlab9 must apply for authorization (which is good for a period of 6 months) from the registrar appointed under the BCBCA ("**BC Regco**") under subsection 308(5) of the BCBCA to continue Softlab9 out of the Province of British Columbia and into the Province of Alberta;

(c) the Softlab9 Shareholders must approve the Continuation Resolution at the Softlab9 Meeting, authorizing Softlab9 to, among other things, file the continuation application with the registrar of corporations under the ABCA ("**AB Regco**") for a certificate of continuation; and

(d) AB Regco must approve the Continuation and issue the certificate of continuation and provide a copy thereof to BC Regco; and

(e) Upon receipt of the certificate of continuation, BC Regco will publish a notice that New Softlab9 has continued out of the province under the Corporate Registry notices on the BC Laws website.

Effect of the Continuation

Softlab9 is currently a company incorporated under the BCBCA. Assuming that the Continuation Resolution is approved at the Softlab9 Meeting, and conditional upon the completion of the Acquisition, it is expected that the application described under (c) will be filed with the AB Regco as soon as practicable thereafter, as determined by New Softlab9 Board in its sole discretion, in order to give effect to the Continuation. Upon the issuance of a certificate of continuation under the ABCA, the Continuation will become effective (the "**Continuation Effective Date**") and New Softlab9 will become subject to the ABCA as if it had been incorporated under the ABCA and the articles of continuation and by-laws filed as part of the Continuation will become the constitutional documents of New Softlab9. New Softlab9 will continue into the Province of Alberta under the name "CleanGo Innovations Inc". A copy of the proposed bylaws of New Softlab9 is attached to this Circular as Appendix I.

By operation of law, as of the Continuation Effective Date:

(a) the property of New Softlab9 prior to the Continuation continues to be the property of New Softlab9,

(b) New Softlab9 continues to be liable for its obligations prior to the Continuation,

(c) an existing cause of action, claim or liability to prosecution of New Softlab9 is unaffected,

(d) a civil, criminal or administrative action or proceeding pending by or against New Softlab9 prior to the Continuation may be continued to be prosecuted by or against New Softlab9,

(e) a conviction against, or ruling, order or judgement in favour of or against, New Softlab9 prior to the Continuation may be enforced by or against New Softlab9 after the Continuation.

Upon the Continuation becoming effective, New Softlab9 will be authorized (as it is at present) to issue an unlimited number of common shares without par value. The terms of New Softlab9 common shares following the Continuation will be substantially equivalent to the terms of the Softlab9 Shares immediately prior to the Continuation.

The Continuation will not affect New Softlab9's status as a reporting issuer under the securities legislation of the Provinces of Alberta, British Columbia, Manitoba, and Ontario and New Softlab9 will remain subject to the requirements of such legislation.

The Softlab9 Shareholders are entitled to dissent rights with respect to the Continuation pursuant to the BCBCA. Softlab9 Shareholders should refer to the Appendix E to this Circular where the relevant provisions of the BCBCA, Sections 237 to 247, are provided. In general, any registered Softlab9 Shareholder who dissents from the Continuation in compliance with Sections 237 to 247 of the BCBCA will be entitled, in the event that the Continuation becomes effective, to be paid by Softlab9 the fair value of the Softlab9 Shares held by the dissenting registered Softlab9 Shareholder.

Registered Softlab9 Shareholders considering exercising Dissent Rights should seek the advice of their own legal counsel and tax and investment advisors and should carefully review and comply with the provisions of the Dissent Rights, the full text of which is set out on Appendix E to this Circular.

The Softlab9 Board recommends that you vote "FOR" the Continuation Resolution. Unless otherwise directed, the persons named in the form of proxy for the Softlab9 Meeting intend to vote in favour of the Continuation Resolution.

MATTERS TO BE ACTED UPON AT THE CGGG MEETING

At the CGGG Meeting, CGGG Shareholders will be asked to consider the Arrangement Resolution in the form set forth in Appendix B of this Circular. CGGG Shareholders are urged to review this Circular and all its appendices when considering the Arrangement Resolution. Each CGGG Shareholder of record on January 15, 2021 (subject to certain exceptions) is entitled to vote at the CGGG Meeting or any adjournment(s) or postponement(s) thereof and is entitled to one vote for each CGGG Share held. See the heading "*General Proxy Matters for Softlab9 and CGGG – CGGG*" in this Circular.

The Arrangement Resolution must be approved by at least 66⅔% of the votes cast by CGGG Shareholders represented by proxy at the CGGG Meeting. See the heading "*Details of the Acquisition – Key Approvals - CGGG Shareholder Approval*" in this Circular.

The CGGG Board unanimously recommends that you vote FOR the Arrangement Resolution at the CGGG Meeting. **Unless otherwise directed, the persons named in the form of proxy for the CGGG Meeting intend to vote in favour of the Arrangement Resolution.**

It is a condition to the completion of the Acquisition that the Arrangement Resolution be approved at the CGGG Meeting.

GENERAL PROXY MATTERS FOR SOFTLAB9 AND CGGG

Softlab9

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of Softlab9. Softlab9 will bear all costs of this solicitation. Softlab9 has arranged for intermediaries to forward the meeting materials to beneficial owners of Softlab9 Shares held of record by those intermediaries and Softlab9 may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Voting by Proxyholder

The persons named in the proxy will vote or withhold from voting the Softlab9 Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Softlab9 Shares will be voted accordingly. The proxy confers discretionary authority on the persons named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified;

(b) any amendment to or variation of any matter identified therein; and

(c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the proxy, the persons named in the proxy will vote the Softlab9 Shares represented by the proxy for the approval of such matter.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it by executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to TSX Trust Company, at any time up to and including the last business day that precedes the day of the Softlab9 Meeting or, if the Softlab9 Meeting is adjourned or postponed, the last business day that precedes any reconvening

thereof, or to the chairman of the Softlab9 Meeting on the day of the Softlab9 Meeting or any reconvening thereof, or in any other manner provided by law.

As a result of COVID-19, Softlab9 Shareholders will not be able to attend the Softlab9 Meeting in person.

Registered Shareholders

Because the Softlab9 Meeting is not being held in a manner that allows for in-person attendance at the Softlab9 Meeting, Registered Softlab9 Shareholders will not be able to attend the Softlab9 Meeting to vote in person. Registered Softlab9 Shareholders must choose one of the following options to submit their proxy:

(a) complete, date and sign the proxy and return it to Softlab9's transfer agent, TSX Trust Company (Canada), by fax within North America at (416) 595-9593, or by mail to 301 - 100 Adelaide Street W Toronto, Ontario M5H 4H1, or by hand delivery to Suite 1250, 1066 West Hastings Street, Vancouver, BC V6E 3X1;

(b) use a touch-tone phone to transmit voting choices to a toll-free number. Registered Softlab9 Shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll-free number, the holder's account number and the control number; or

(c) use the internet through the website of Softlab9's transfer agent at www.voteproxyonline.com.

Registered Softlab9 Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

In all cases the registered Softlab9 Shareholders must ensure the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting, or the adjournment thereof, at which the proxy is to be used.

Beneficial Shareholders

The following information is of significant importance to Softlab9 Shareholders who do not hold Softlab9 Shares in their own name ("Beneficial Shareholders"). Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Softlab9 Meeting are those deposited by registered Softlab9 Shareholders (those whose names appear on the records of Softlab9 as the registered holders of Softlab9 Shares) or as set out in the following disclosure.

If Softlab9 Shares are listed in an account statement provided to a Softlab9 Shareholder by a broker, then in almost all cases those Softlab9 Shares will not be registered in the shareholder's name on the records of Softlab9. Such Softlab9 Shares will more likely be registered under the names of the Softlab9 Shareholder's broker or an agent of that broker ("**Intermediaries**"). In Canada, the vast majority of such securities are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States, under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

If you are a Beneficial Shareholder, you should carefully follow the instructions of your broker or Intermediary to ensure that your Softlab9 Shares are voted at the Softlab9 Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by Softlab9. However, its purpose is limited to instructing the Intermediary on how to vote your Softlab9 Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and in the United States. Broadridge mails a voting instruction form (a "**VIF**") in lieu of a proxy provided by Softlab9. The VIF will name the same persons as Softlab9's proxy to represent your Softlab9 Shares at the Softlab9 Meeting. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting voting of Softlab9 Shares to be represented at the Softlab9 Meeting. If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with Broadridge's instructions, well in advance of the Softlab9 Meeting in order to have the Softlab9 Shares voted at the Softlab9 Meeting.

Notice to United States Shareholders

The solicitation of proxies is not subject to the requirements of Section 14(a) of the United States' Securities Exchange Act of 1934 (the "**Exchange Act**") by virtue of an exemption applicable to proxy solicitations by foreign private issuers as defined in Rule 3b-4 of the Exchange Act. Accordingly, this Circular has been prepared in accordance with applicable Canadian disclosure requirements. Residents of the United States should be aware that such requirements differ from those of the United States applicable to proxy statements under the Exchange Act.

This document does not address any income tax consequences of the disposition of the Softlab9 Shares by shareholders. Softlab9 Shareholders in a jurisdiction outside of Canada should be aware that the disposition of shares by them may have tax consequences both in those jurisdictions and in Canada and are urged to consult their tax advisors with respect to their particular circumstances and the tax considerations applicable to them.

Any information concerning any properties and operations of Softlab9 has been prepared in accordance with Canadian standards under applicable Canadian securities laws and may not be comparable to similar information for United States companies.

Financial statements of Softlab9 included or incorporated by reference herein have been prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board, and are subject to auditing and auditor independence standards in Canada. Such consequences for Softlab9 Shareholders who are resident in, or citizens of, the United States may not be described fully in this Circular.

The enforcement by Softlab9 Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that Softlab9 is incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and the experts named herein are residents of a foreign country and that the major assets of Softlab9 are located outside the United States.

CGGG

Solicitation of Proxies

This Circular is delivered in connection with the solicitation by or on behalf of management of CGGG of proxies for use at the CGGG Meeting. The cost of soliciting proxies will be borne by CGGG. The solicitation of proxies will be done primarily by mail and electronic means, but may also be solicited personally (virtually), by telephone, facsimile or other similar means by directors, officers, employees or agents of CGGG. The costs of preparing and distributing this Circular and meeting materials will be borne by CGGG and Softlab9, as applicable.

The CGGG Meeting is being called pursuant to the Interim Order to seek the requisite approvals of CGGG Shareholders to the Arrangement Resolution in accordance with Section 193 of the Act. See the heading "*Details of the Acquisition - Key Approvals" and* "*Matters to be Acted Upon at the CGGG Meeting*".

The information set forth below generally applies to registered holders of CGGG Shares. If you are a beneficial holder of CGGG Shares (i.e. your CGGG Shares are held through a broker, financial institution or other nominee), see "*Information for Beneficial Holders*" at the end of this section.

Voting by Proxyholder

The persons named in the proxy will vote or withhold from voting the CGGG Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your CGGG Shares will be voted accordingly. The proxy confers discretionary authority on the persons named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified;

(b) any amendment to or variation of any matter identified therein; and

(c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the proxy, the persons named in the proxy will vote the CGGG Shares represented by the proxy for the approval of such matter.

Appointment and Revocation of Proxies

Accompanying this Circular is a form of proxy for registered holders of CGGG Shares. The persons named in the enclosed form of proxy are directors and/or officers of CGGG. To be effective, the applicable form of the enclosed proxy must be received by Odyssey Trust Company (i) by mail, at, Odyssey Trust Company, Proxy Department, 1230, 300 - 5th Avenue S.W., Calgary, Alberta T2P 3C4; (ii) by facsimile, at 1-800-517-4553 within North America or 1-800-517-4553 outside North America; (iii) by internet, at https://login.odysseytrust.com/pxlogin, at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for the CGGG Meeting or any adjournment(s) or postponement(s) thereof.

For the CGGG Shares held by beneficial CGGG Shareholders (i.e. CGGG Shareholders whose CGGG Shares are registered in the name of a broker, investment dealer, bank, transit

company, or other intermediary or nominee) to be voted at the CGGG Meeting, such CGGG Shareholders should complete and return the voting instruction form or other authorization form provided to them by their broker or intermediary in accordance with the instructions provided therein.

In addition to revocation in any other manner permitted by law, a registered CGGG Shareholder who has given a proxy may revoke it by executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Odyssey Trust Company, at any time up to and including the last business day that precedes the day of the CGGG Meeting or, if the CGGG Meeting is adjourned or postponed, the last business day that precedes any reconvening thereof, or to the chairman of the CGGG Meeting on the day of the CGGG Meeting or any reconvening thereof, or in any other manner provided by law.

As a result of COVID-19, CGGG Shareholders will not be able to attend the CGGG Meeting in person.

Registered Shareholders

Because the CGGG Meeting is not being held in a manner that allows for in-person attendance at the CGGG Meeting, registered CGGG Shareholders will not be able to attend the CGGG Meeting to vote in person. Registered CGGG Shareholders must choose one of the following options to submit their proxy:

(a) complete, date and sign the proxy and return it to CGGG's transfer agent, Odyssey Trust Company, by mail, at, Odyssey Trust Company, Proxy Department, 1230, 300 - 5th Avenue S.W., Calgary, Alberta T2P 3C4;

(b) by facsimile, at 1-800-517-4553 within North America or 1-800-517-4553 outside North America; or

(c) by internet, at https://login.odysseytrust.com/pxlogin.

Registered CGGG Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

Information for Beneficial Holders

The following information is of significant importance to CGGG Shareholders who do not hold CGGG Shares in their own name ("CGGG Beneficial Shareholders"). CGGG Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the CGGG Meeting are those deposited by registered CGGG Shareholders (those whose names appear on the records of CGGG as the registered holders of CGGG Shares) or as set out in the following disclosure.

If CGGG Shares are listed in an account statement provided to a CGGG Shareholder by a broker, then in almost all cases those CGGG Shares will not be registered in the shareholder's name on the records of CGGG. Such CGGG Shares will more likely be registered under the names of the CGGG Shareholder's broker or an agent of that broker ("**Intermediaries**"). In Canada, the vast majority of such securities are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee

for many Canadian brokerage firms), and in the United States, under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks).

Intermediaries are required to seek voting instructions from CGGG Beneficial Shareholders in advance of shareholder meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients. If you are a CGGG Beneficial Shareholder, you should carefully follow the instructions of your Intermediary to ensure that your CGGG Shares are voted at the CGGG Meeting.

The form of proxy supplied to you by your Intermediary will be similar to the proxy provided to registered shareholders by CGGG. However, its purpose is limited to instructing the Intermediary on how to vote your CGGG Shares on your behalf. Most Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and in the United States. Broadridge mails a voting instruction form (a "**VIF**") in lieu of a proxy provided by CGGG. The VIF will name the same persons as CGGG's proxy to represent your CGGG Shares at the CGGG Meeting. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting voting of CGGG Shares to be represented at the CGGG Meeting. If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with Broadridge's instructions, well in advance of the CGGG Meeting in order to have the CGGG Shares voted at the CGGG Meeting.

Proxy Voting

The CGGG Shares represented by an effective form of proxy will be voted or withheld from voting in accordance with the instructions specified therein. **If a CGGG Shareholder returns the form of proxy but does not indicate how to vote its shares, the CGGG Shares, will be voted FOR the approval of the Arrangement Resolution.** The enclosed applicable form of proxy confers discretionary authority in respect of amendments or variations to matters identified in the Notice of Special Meeting of CGGG Shareholders and with respect to other matters which may properly come before the CGGG Meeting or any adjournment or postponement thereof.

As of the date hereof, management of CGGG is not aware of any amendments, variations or other matters to come before the CGGG Meeting.

General

CGGG is not using the "notice-and-access" procedures under applicable Canadian securities laws to send its proxy-related materials to the CGGG Shareholders, and paper copies of such materials will be sent to all CGGG Shareholders.

Voting Securities of CGGG and Principal Holders thereof

As at January 25, 2021, there are 32,000,000 CGGG Shares issued and outstanding. Each CGGG Share entitles the holder thereof to one vote per CGGG Share on the Arrangement Resolution at the CGGG Meeting.

To the knowledge of the directors and officers of CGGG, as of the date hereof, no person or company beneficially owns, or exercises control or direction over, directly or indirectly, more

than 10% of the voting rights attached to all of the outstanding CGGG Shares, other than as set forth below:

Name	Number of CGGG Shares and Percentage of CGGG Shares
Anthony Sarvucci	10,907,500 (34.1%)
Morgan Rebrinsky	3,950,000 (12.3%)
Kolin Stuckey	3,300,000 (10.3%)

Record Dates

The record date for determination of CGGG Shareholders entitled to receive notice of and to vote at the CGGG Meeting is the close of business on January 15, 2021 (the "**CGGG Record Date**"). CGGG will prepare, as of the CGGG Record Date, a list of CGGG Shareholders entitled to receive the Notice of Special Meeting of CGGG Shareholders, showing the number of CGGG Shares held by each such CGGG Shareholder. CGGG Shareholders whose names have been entered in the register of holders of CGGG Shares by the close of business on the CGGG Record Date will be entitled to receive notice of and to vote the CGGG Shares shown opposite such CGGG Shareholder's name at the CGGG Meeting; provided that, to the extent that a CGGG Shareholder transfers ownership of any CGGG Shares after the CGGG Record Date and the transferee of those CGGG Shares establishes ownership of such CGGG Shares and demands, not later than 10 days before the CGGG Meeting, to be included in the list of CGGG Shareholders eligible to vote at the CGGG Meeting, such transferee will be entitled to vote such CGGG Shares at the CGGG Meeting.

Procedure and Votes Required

Pursuant to the Interim Order:

(a) each CGGG Share entitled to vote at the CGGG Meeting will entitle the Holder to one vote at the CGGG Meeting in respect of the Arrangement Resolution;

(b) the number of votes required to pass the Arrangement Resolution shall be not less than 662/3% of the votes cast by CGGG Shareholders, represented by proxy at the CGGG Meeting; and

(c) the quorum required in respect of the Arrangement Resolution at the CGGG Meeting will be two CGGG Shareholders represented by proxy, at the opening of the CGGG Meeting, and holding or representing at least 25% of the CGGG Shares entitled to be voted at the CGGG Meeting.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the CGGG Board, without further notice to or approval of the CGGG Shareholders, to the extent permitted by the Arrangement Agreement and the Interim Order, to amend the Arrangement Agreement or the Plan of Arrangement and to not proceed with the Arrangement. See Appendix B to this Circular for the full text of the Arrangement Resolution.

ADDITIONAL INFORMATION

Additional information relating to Softlab9 is available through the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) which can be accessed at www.sedar.com under Softlab9's SEDAR profile. Additional information relating to Softlab9 is available at www.Softlab9.com. See also "*Appendix F - Information Concerning Softlab9 Technologies Inc.*" in this Circular.

The most current financial information relating to CGGG is available in the interim financial statements of CGGG for the nine months ended September 30, 2020 are set forth in Appendix H of this Circular. Additional information relating to CGGG is available at www.cleangogreengo.com. See also "*Appendix G - Information Concerning Clean Go Green Go Inc.*" in this Circular.

The most current financial information relating to Softlab9 is available in the interim financial statements of Softlab9 for the nine months ended September 30, 2020 and the accompanying management discussion and analysis, which can be accessed at www.sedar.com or which may be obtained upon request from Softlab9 at its head office.

QUESTIONS AND OTHER ASSISTANCE

If you are a CGGG Shareholder and/or a Softlab9 Shareholder and you have any questions about the information contained in this Circular, please contact your financial, legal, tax or other professional advisors.

APPROVALS

Each of the Softlab9 Board and the CGGG Board has approved the contents of this Circular and the delivery thereof to its shareholders, respectively.

APPENDIX A

FUNDAMENTAL CHANGE RESOLUTION AND CONTINUATION RESOLUTION
(Softlab9 Technologies Inc.)

Fundamental Change Resolution

"RESOLVED, as an ordinary resolution of the common shares of Softlab9 Technologies Inc. that:

(a) Softlab9 Technologies Inc. ("**Softlab9**") be authorized, empowered and directed to complete the transactions contemplated by the arrangement agreement dated November 20, 2020 entered into between Softlab9 and Clean Go Green Go Inc., particularly the acquisition of Clean Go Green Go Inc. (the "**Acquisition**"), which will constitute a fundamental change (the "**Fundamental Change**") for Softlab9 under the policies of the Canadian Securities Exchange;

(b) conditional and effective upon the closing of the Acquisition, the size of the board of directors of Softlab9 be increased from four to five directors and the following persons be elected as directors of Softlab9:

(i) Anthony Sarvucci,

(ii) Alnoor Nathoo,

(iii) Dr. Darren Clarke,

(iv) Eugene Chen, and

(v) Morgan Rebrinsky;

(c) notwithstanding that this ordinary resolution has been duly passed by the shareholders of Softlab9, the directors of Softlab9 are hereby authorized, at their discretion, to determine, at any time, to select an implementation date for the Fundamental Change, to proceed or not to proceed with the Fundamental Change and to postpone, abandon or otherwise refrain from implementing this resolution at any time prior to the implementation of the Fundamental Change without further approval of the shareholders, and in such case, this resolution approving the Fundamental Change will be deemed to have been rescinded; and

(d) any one director or any one officer of Softlab9 is authorized and empowered, acting for, in the name of and on behalf of Softlab9, to execute or to cause to be executed, and to deliver and file or to cause to be delivered and filed all such documents and instruments, and to do or to cause to be done, all such acts and things as in the opinion of such director or officer of Softlab9 may be necessary or desirable in order to carry out the intent of this resolution."

Continuation Resolution

"RESOLVED, as a special resolution of the common shares of Softlab9 Technologies Inc. that:

(a) Softlab9 Technologies Inc. ("**Softlab9**") is hereby authorized to apply to the British Columbia Registrar of Companies ("**BC Regco**") under subsection 308(5) of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") for authorization to continue Softlab9 under the *Business Corporations Act* (Alberta)("**ABCA**")(the "**Continuation**");

(b) subject to receipt of authorization from BC Regco under subsection 308(5) of the BCBCA, Softlab9 is hereby authorized to apply to the Alberta Registrar of Corporations ("**Alberta Regco**") under subsection 188(1) of the ABCA for a certificate of continuation;

(c) upon Continuation, Softlab9 will have as its by-laws, the form of by-laws attached to the Circular as Appendix I (the "**By-laws**"), prepared in accordance with the requirements of the ABCA, including any amendments as determined by counsel to Softlab9 to be reasonably necessary, in substitution for the existing articles of Softlab9, which By-laws are approved in all respects, and any one director of Softlab9 is authorized to sign the By-laws as required by the ABCA;

(d) the Continuation application and the articles of continuation under the ABCA are approved in all respects and all amendments to the existing constating documents of Softlab9 that are reflected in the articles of continuation are hereby approved;

(e) the Softlab9 board of directors is hereby authorized to abandon the Continuation application without further authorization of the Softlab9 shareholders if, in its discretion, the Softlab9 board of directors deems such abandonment to be advisable; and

(f) any one director or officer of Softlab9 is hereby authorized and directed on behalf of Softlab9, to take all necessary steps and proceedings, including the execution of any documents required to be filed with BC Regco and Alberta Regco, and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things as may be necessary or desirable to give effect to this special resolution."

APPENDIX B

ARRANGEMENT RESOLUTION
(Clean Go Green Go Inc.)

BE IT RESOLVED THAT:

(a) the arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") of Clean Go Green Go Inc. ("**CGGG**"), as more particularly described and set forth in the joint information circular (the "**Circular**") dated January 25, 2021 accompanying the notice of this meeting and as it may be amended, modified or supplemented in accordance with the arrangement agreement dated November 20, 2020 between the CGGG and Softlab9 Technologies Inc. (the "**Softlab9**")) (the "**Arrangement Agreement**") is hereby authorized, approved and adopted;

(b) the plan of arrangement of CGGG (the "**Plan of Arrangement**"), as it may be amended, modified or supplemented in accordance with its terms and the Arrangement Agreement, the full text of which is set out in Appendix C to the Circular, is hereby authorized, approved and adopted;

(c) the (i) Arrangement Agreement and the transactions contemplated therein, (ii) actions of the directors of CGGG in approving the Arrangement Agreement and (iii) actions of the directors and officers of CGGG in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto, are hereby ratified and approved;

(d) CGGG is authorized to apply for a final order from the Court of Queen's Bench of Alberta in the City of Calgary, Alberta (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement;

(e) notwithstanding that this resolution has been passed by the holders of Class "A" Common Shares of CGGG (the "**CGGG Shareholders**") or that the Arrangement has been approved by the Court, the directors of CGGG are hereby authorized and empowered to, without further notice to or approval of the CGGG Shareholders: (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement, to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not proceed with the Arrangement and related transactions;

(f) any officer or director of CGGG is hereby authorized and directed for and on behalf of CGGG to execute and deliver for filing with the Registrar (as defined in the Arrangement Agreement), the articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any other such documents; and

(g) any officer or director of CGGG is hereby authorized and directed for and on its behalf, to execute, or cause to be executed, and to deliver, or cause to be delivered, all such other documents and instruments, and to perform or cause to be performed, all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

APPENDIX C

ARRANGEMENT AGREEMENT

Execution Copy

ARRANGEMENT AGREEMENT

between

SOFTLAB9 TECHNOLOGIES INC.

- and -

CLEAN GO GREEN GO INC.

dated as of

NOVEMBER 20, 2020

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ARRANGEMENT AGREEMENT

This Arrangement Agreement (this "**Agreement**"), dated as of November 20, 2020, is entered into between:

SOFTLAB9 TECHNOLOGIES INC., a corporation continued under the laws of the Province of Alberta (the "**Buyer**")

- and -

CLEAN GO GREEN GO INC., a corporation incorporated under the laws of the Province of Alberta (the "**Corporation**")

RECITALS

WHEREAS:

(a) the Buyer proposes to acquire all Corporation Shares (as defined below) by way of a Plan of Arrangement (as defined below) on the terms and subject to the conditions set forth in this Agreement;

(b) the Corporation Board (as defined below) has unanimously determined that the Consideration (as defined below) to be received by the Corporation Shareholders (as defined below) is fair to such shareholders and that the Arrangement (as defined below) is in the best interests of the Corporation; and

(c) the Buyer Board (as defined below) has unanimously determined that the change of business and fundamental change resulting from the Arrangement is in the best interests of the Buyer.

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

ARTICLE 1
INTERPRETATION

Section 1.01 Definitions.

As used in this Agreement, the following terms have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, Chapter B-9, as amended.

"**Affiliate**" has the meaning specified in *National Instrument 45-106 - Prospectus Exemptions*.

"**Agreement**" means this arrangement agreement including the schedules and the Disclosure Letters as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"**Arrangement**" means the arrangement of the Corporation under Section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of

this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"**Arrangement Resolution**" means the special resolution approving the Plan of Arrangement to be considered at the Corporation Meeting substantially in the form set out in Schedule "B".

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement that are required by the ABCA to be sent to the Registrar after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Buyer, each acting reasonably.

"**Associate**" has the meaning specified in the *Securities Act* (Alberta).

"**Authorization**" means, with respect to any Person, any order, permit, approval, certification, accreditation, consent, waiver, registration, licence, or similar authorization of, or agreement with, any Governmental Entity, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to such Person or its business, assets or securities.

"**Breaching Party**" has the meaning set forth in Section 5.08(c).

"**Business Day**" means any day, other than a Saturday, a Sunday or a day on which major banks are closed for business in the City of Calgary in the Province of Alberta, Canada.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Board**" means the board of directors of the Buyer as constituted from time to time.

"**Buyer Board Recommendation**" has the meaning set forth in Section 2.05(b)(i).

"**Buyer Circular**" means the notice of the Buyer Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Buyer Shareholders in connection with the Buyer Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Buyer Constating Documents**" means the articles of incorporation and by-laws of the Buyer, as they may be amended from time to time.

"**Buyer Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Buyer to the Corporation with this Agreement.

"**Buyer Filings**" means all documents publicly filed by or on behalf of the Buyer on SEDAR.

"**Buyer Material Adverse Effect**" means a Material Adverse Effect in relation to the Buyer.

"**Buyer Meeting**" means the special meeting of Buyer Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with the policies of CSE to consider the Buyer Shareholder Resolution.

"**Buyer Share**" means a common share in the capital of the Buyer.

"**Buyer Shareholders**" means the registered and/or beneficial owners of the Buyer Shares, as the context requires.

"**Buyer Shareholder Resolution**" means the ordinary resolution approving the Agreement and the transactions contemplated therein to be considered at the Buyer Meeting substantially in the form set out in Schedule "C".

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 193(11) of the ABCA after the Articles of Arrangement have been filed.

"**Consideration**" means the issuance of an aggregate of 24,000,000 Buyer Shares in exchange of the total issued and outstanding Corporation Shares as of the Effective Time, for an effective exchange ratio of 0.75 of Buyer Share for each Corporation Share.

"**Contract**" means any written or oral agreement, commitment, engagement, contract, franchise, licence, lease, obligation, note, bond, mortgage, indenture, undertaking or joint venture to which either Party or any of its Subsidiaries is a party or by which either Party or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

"**Corporation**" has the meaning set forth in the preamble.

"**Corporation Board**" means the board of directors of the Corporation as constituted from time to time.

"**Corporation Board Recommendation**" has the meaning set forth in Section 2.03(b)(i).

"**Corporation Circular**" means the notice of the Corporation Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Corporation Shareholders and other Persons as required by the Interim Order and Law in connection with the Corporation Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Corporation Constating Documents**" means the articles of incorporation and by-laws of the Corporation, as they may be amended from time to time.

"**Corporation Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Corporation to the Buyer with this Agreement.

"**Corporation Employees**" means the officers and employees of the Corporation and its Subsidiaries.

"**Corporation Material Adverse Effect**" means a Material Adverse Effect in relation to the Corporation.

"**Corporation Meeting**" means the special meeting of Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"**Corporation Nominees**" includes the following individuals, namely Anthony Sarvucci, Morgan Rebrinsky, Eugene Chen and Darren Clark.

"**Corporation Share**" means a Class "A" Common Share in the capital of the Corporation.

"**Corporation Shareholders**" means the registered and/or beneficial owners of the Corporation Share(s), as the context requires.

"**Court**" means the Court of Queen's Bench of Alberta in the City of Calgary in the Province of Alberta.

"**CSE**" means the Canadian Stock Exchange.

"**Deferred Consideration**" has the meaning given to such term in Schedule "D" - Side Letter Agreement.

"**Depositary**" means such Person as the Corporation may appoint to act as depositary in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

"**Disclosure Letters**" means, collectively the Buyer Disclosure Letter and the Corporation Disclosure Letter.

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement as provided for in the Plan of Arrangement.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" has the meaning given to such term in the Plan of Arrangement.

"**Employee Plans**" means all health, welfare, supplemental unemployment benefit, fringe benefit, bonus, profit sharing, savings, insurance, incentive, incentive compensation, deferred compensation, death benefits, termination, retention, change in control, severance, security purchase, security compensation, disability, pension, or supplemental retirement plans and other employee, independent contractor, consultant or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of current or former directors of the Corporation or any of its Subsidiaries, Corporation Employees, former Corporation Employees or any other Person, whether written or unwritten, which are maintained by or binding upon the Corporation or any of its Subsidiaries or in respect of which the Corporation or any of its Subsidiaries has any actual or potential liability, but does not include (a) individual offer letters or Contracts with any Corporation Employees or former Corporation Employees (including any amendments thereto) and (b) any statutory plans administered by a Governmental Entity, including the Canada Pension Plan and plans administered pursuant to applicable federal, state or provincial health, worker's compensation or employment insurance legislation.

"**Environmental Laws**" means all Laws and agreements with Governmental Entities and all other statutory requirements relating to public health and safety, noise control, pollution, reclamation or the protection of the environment or to the generation, production, installation, use, processing, handling, storage, treatment, distribution, transportation, disposal or release of hazardous substances, and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements, in each case, to the extent they have the force of Law.

"**Final Order**" means the final order of the Court pursuant to section 193(11) of the ABCA, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

"**Governmental Entity**" means:

(a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, central bank, court, tribunal, arbitral or adjudicative body, commission, commissioner, cabinet, board, bureau, minister, ministry, governor-in-council, agency or instrumentality, domestic or foreign;

(b) any subdivision, agent or authority of any of the foregoing;

(c) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or

(d) any stock exchange (including the CSE).

"**IFRS**" means generally accepted accounting principles as set out in the CPA Canada Handbook - Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards.

"**Intellectual Property**" means domestic and foreign:

(a) patents, applications for patents and reissues, divisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications;

(b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, models, formulae, algorithms, processes, designs, technology, technical data, schematics, formulae and customer lists and documentation relating to any of the foregoing;

(c) copyrights, copyright registrations and applications for copyright registration;

(d) integrated circuit topographies, integrated circuit topography registrations and applications, mask works, mask work registrations and applications for mask work registrations;

(e) designs, design registrations, design registration applications, industrial designs, industrial design registrations and industrial design applications;

(f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark

registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing;

(g) software; and

(h) any other intellectual property and industrial property.

"**Intellectual Property Rights**" has the meaning set forth in Section 3.01(r)(v).

"**Interim Order**" means the interim order of the Court pursuant to section 193(4) of the ABCA in form and substance satisfactory to each Party, acting reasonably, providing for, among other things, the calling and holding of the Corporation Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory or otherwise), or restriction or adverse right or claim, or other third-party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"**Loan**" means the bridge loan advanced by the Buyer to the Corporation in the aggregate amount of $800,000 following the signing of the letter of intent dated May 20, 2020.

"**Loan Repayment Amount**" has the meaning set forth in Section 9.01(b).

"**Loan Repayment Amount Event**" has the meaning set forth in Section 9.01(b).

"**Material Adverse Effect**" means, in relation to a Party, any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances:

(a) is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, financial condition or liabilities (contingent or otherwise) of such Party and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstances resulting from or arising in connection with:

(i) any change or development generally affecting the industries in which such Party and its Subsidiaries operate;

(ii) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, business, regulatory, political, or market conditions or in national or global financial, currency, securities or credit markets;

(iii) any change in Law, IFRS or regulatory accounting or tax requirements, or in the interpretation, application or non-application of the foregoing by any Governmental Entity;

(iv) any natural disaster or epidemic, pandemic or disease outbreak, including the COVID-19 virus;

(v) any action taken (or omitted to be taken) by such Party or any of its Subsidiaries that is required by this Agreement or upon the written request or with the written consent of the other Party to this Agreement;

(vi) any change in the market price or trading volume of any securities of such Party (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);

(vii) any failure by a Party to meet any internal or published projections, forecasts, guidance or estimate of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or

(viii) the execution, announcement or performance of this Agreement or the Arrangement or the implementation of the Arrangement, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of such Party or any of its Subsidiaries with any Governmental Entity or any of its or their current or prospective employees, customers, security holders, financing sources, vendors, distributors, suppliers, counterparties, partners, licensors or lessors;

provided, however, that: (A) with respect to clauses (i) through to and including (iv) above, only to the extent that such matter does not have a materially disproportionate effect on such Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which such Party or any of its Subsidiaries operate and (B) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Material Adverse Effect" has occurred; or

(b) prevents or materially impairs (or would reasonably be expected to prevent or materially impair) the ability of such Party to consummate the transactions contemplated by this Agreement on a timely basis.

"**Material Contract**" means any Contract:

(a) that, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Corporation Material Adverse Effect;

(b) under which indebtedness in excess of $25,000 is or may become outstanding, other than a Contract between two or more wholly owned Subsidiaries of the Corporation or between the Corporation and one or more of its wholly owned Subsidiaries;

(c) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money in excess of $25,000 in the aggregate;

(d) under which the Corporation or any of its Subsidiaries is obligated to make or expects to receive payments in excess of $25,000 over the remaining term;

(e) that creates an exclusive dealing arrangement or right of first offer or refusal;

(f) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $25,000;

(g) that limits or restricts in any material respect (i) the ability of the Corporation or any Subsidiary to engage in any line of business or carry on business in any geographic area or (ii) the scope of Persons to whom the Corporation or any of its Subsidiaries may sell products; or

(h) providing for the establishment, investment in, organization or formation of any joint venture, partnership or other revenue sharing arrangements in which the interest of the Corporation or its Subsidiaries has a fair market value that exceeds $100,000.

"**Misrepresentation**" has the meaning ascribed thereto under Securities Laws.

"**OHSA**" has the meaning set forth in Section 3.01(y)(vii).

"**Order**" means any order, writ, judgment, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Entity.

"**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent in nature and scope with the past practices of such Person and is taken in the ordinary course of the normal day-to-day and operations of such Person.

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

"**Parties**" means the Buyer and the Corporation, and "**Party**" means either one of them, as the context requires.

"**Permitted Liens**" means, in respect of any Person, any one or more of the following:

(a) Liens for Taxes that are not yet due and payable (or, if due and payable and delinquent, that are being contested in good faith by appropriate Proceedings and for which adequate accruals or reserves have been made in accordance with IFRS and provided that payment has been made so that the contest of any such Liens or Taxes does not subject the Corporation or any of its Subsidiaries to interest, penalty or forfeiture);

(b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets; provided that, such Liens are related to obligations not due or delinquent, are not registered against title to

any assets and in respect of which adequate holdbacks are being maintained as required by Law;

(c) the right reserved to or vested in any Governmental Entity by any statutory provision, or by the terms of any lease, licence, franchise, grant or permit of the Corporation or any of its Subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

(d) easements, rights of way, servitudes and similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables that do not materially adversely affect the use and enjoyment of any real or immovable property;

(e) ownership rights reserved by lessors under leases or licences entered into with the Corporation or any of its Subsidiaries; and

(f) Liens as listed and described in Section 1.01 of the Disclosure Letters.

"**Person**" includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement substantially in the form set out in Schedule "A" subject to any amendments or variations to such plan made in accordance with this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Buyer and the Corporation, each acting reasonably.

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

"**Private Placement**" means a proposed non-brokered private placement of securities of the Buyer as determined by the Buyer Board for aggregate gross proceeds of up to $5,000,000, provided that the Private Placement, including the price of each such security shall be in accordance with the applicable policies of the CSE.

"**Registrar**" means the Registrar appointed pursuant to section 263 of the ABCA.

"**Regulatory Approvals**" means any consent, waiver, permit, exemption, review, Order, decision, non-objection or approval of, or any registration, licence and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in relation to the transactions contemplated by this Agreement.

"**Representative**" means, in respect of any Person and, as applicable, any officer, director, trustee, partner, employee, representative (including any financial, legal or other advisor) or agent of such Person or of any of its Subsidiaries.

"**Securities Authorities**" means the securities commission or securities regulatory authority of each of the provinces and territories of Canada.

"**Securities Laws**" means the *Securities Act* (Alberta) together with all other applicable securities Laws, rules, regulations and published policies thereunder or under the securities Laws of any other province or territory of Canada as now in effect and as they may be promulgated or amended from time to time.

"**Subsidiary**" has the meaning specified in National Instrument 45-106 - *Prospectus Exemptions* and, for purposes of this Agreement, "**control**" shall include the possession, directly or indirectly, of the power to direct or cause the direction of the policies, management and affairs of the Person, whether through the ownership of voting securities, by contract or otherwise, including with respect to any general partner of another Person with the power to direct the policies, management and affairs of such Person.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Taxes**" means:

(a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, royalties, capital, capital stock, production, volume, quantity, recapture, transfer, land transfer, licence, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, fuel, carbon, excise, special assessment, stamp, withholding, business, franchising, real, immovable or personal or movable property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all licence and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions;

(b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts described in paragraph (a) above or this paragraph (b);

(c) any liability for the payment of any amounts of the type described in paragraphs (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and

(d) any liability for the payment of any amounts described in paragraphs (a) or (b) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings and statements (including estimated tax returns and reports, withholding tax returns and reports and information returns and reports) filed or required to be filed in respect of Taxes.

"**Terminating Party**" has the meaning set forth in Section 5.08(c).

"**Termination Notice**" has the meaning set forth in Section 5.08(c).

"**U.S. Securities Act**" means the United States Securities Act of 1933.

"**Willful Breach**" means with respect to any representation, warranty, agreement or covenant in this Agreement, a material breach of this Agreement that is a consequence of an act or omission by the Breaching Party with the actual knowledge that the taking of such act or failure to act, as applicable, would, or would reasonably be expected to, cause a material breach of this Agreement.

Section 1.02 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(b) **Currency.** All references to dollars or to $ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.

(c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.

(d) **Certain Phrases, etc.** The words "**including**", "**includes**" and "**include**" mean "including (or includes or include) without limitation". The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced supplemented or novated and includes all schedules to it.

(e) **Capitalized Terms.** All capitalized terms used in any Schedule or in the Corporation Disclosure Letter or Buyer Disclosure Letter shall have the meanings ascribed to them in this Agreement.

(f) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of: (i) the Corporation, it is deemed to refer to the actual knowledge of Anthony Sarvucci, CEO and director of the Corporation, after reasonable inquiry and without personal liability; and (ii) the Buyer, it is deemed to refer to the actual knowledge of Rahim Mohamed, Chief Executive Officer after reasonable inquiry and without personal liability.

(g) **Accounting Terms.** All accounting terms are to be interpreted in accordance with IFRS, and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS.

(h) **Statutory References.** Any reference to a particular statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted.

(i) **Date for Any Action.** If the date on which any action is required or permitted to be taken hereunder by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day that is a Business Day.

(j) **Time References.** References to time are to local time in Calgary, Alberta, Canada. When computing any time period in this Agreement, the following rules shall apply:

(i) the day marking the commencement of the time period shall be excluded but the day of the deadline or expiry of the time period shall be included; and

(ii) any day that is not a Business Day shall be included in the calculation of the time period; however, if the day of the deadline or expiry of the time period falls on a day that is not a Business Day, the deadline or time period shall be extended to the next following Business Day.

(k) **Consent.** If any provision requires the approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(l) **Subsidiaries.** To the extent any covenants or agreements relate, directly or indirectly, to a Subsidiary of a Party, each such provision shall be construed as a covenant of such Party to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action

(m) **Schedules.** The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it. The following schedules are attached to this Agreement:

(i) Schedule "A" - Plan of Arrangement;

(ii) Schedule "B" - Form of Arrangement Resolution;

(iii) Schedule "C" - Form of Buyer Shareholder Resolution; and

(iv) Schedule "D" - Side Letter Agreement.

ARTICLE 2
THE ARRANGEMENT

Section 2.01 The Arrangement.

The Corporation and the Buyer agree to implement the Arrangement in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

Section 2.02 Interim Order.

As soon as reasonably practicable after the date of this Agreement, and in any event in sufficient time to permit the Corporation Meeting to be held in accordance with Section 2.04, the Corporation shall apply in a manner reasonably acceptable to the Buyer pursuant to section 193 of the ABCA and, in co-operation with the Buyer, prepare, file and diligently pursue an application for the Interim Order, which must provide, among other things:

(a) for the Corporation Shareholders to whom notice is to be provided in respect of the Arrangement and the Corporation Meeting, and for the manner in which such notice is to be provided;

(b) that the required level of approval for the Arrangement Resolution shall be two thirds of the votes cast on the Arrangement Resolution by Corporation Shareholders present in person or represented by proxy at the Corporation Meeting;

(c) that, in all other respects, other than as ordered by the Court, the terms, restrictions and conditions of the Corporation Constating Documents, including quorum requirements and all other matters, shall apply in respect of the Corporation Meeting;

(d) for the grant of Dissent Rights to those Corporation Shareholders who are registered Corporation Shareholders as contemplated in the Plan of Arrangement;

(e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(f) that the Corporation Meeting may be adjourned or postponed from time to time by the Corporation in accordance with the terms of this Agreement or as otherwise agreed to by the Parties without the need for additional approval of the Court;

(g) confirmation of the record date for the purposes of determining the Corporation Shareholders entitled to receive notice of and to vote at the Corporation Meeting in accordance with the Interim Order;

(h) that the record date for Corporation Shareholders entitled to notice of and to vote at the Corporation Meeting will not change as a result of any adjournment or postponement of the Corporation Meeting, unless required by Law or the Court;

(i) that it is Buyer's intention to rely upon the exemption from registration provided by section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Buyer Shares pursuant to the Arrangement, based on the Court's approval of the Arrangement; and

(j) for such other matters as the Buyer or the Corporation may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably conditioned, withheld or delayed, and subject to the approval of the Court.

Section 2.03 Corporation Circular.

(a) The Corporation shall, as promptly as reasonably practicable, prepare and complete, in consultation with the Buyer as contemplated by this Section 2.03, the Corporation Circular, together with any other documents required by Law in connection with the Corporation Meeting, and the Corporation shall, as promptly as reasonably practicable after obtaining the Interim Order, cause the Corporation Circular and such documents to be filed with the Securities Authorities or any other Governmental Entity and sent to each Corporation Shareholder and other Persons as required by the Interim Order and Law, in each case using all commercially reasonable efforts so as to permit the Corporation Meeting to be held in accordance with Section 2.04.

(b) The Corporation shall ensure that the Corporation Circular complies, in all material respects with Law, does not contain a Misrepresentation (other than with respect to any information that is furnished by or on behalf of the Buyer or its Representatives, for inclusion in the Corporation Circular pursuant to Section 2.03(c)) and provides the Corporation Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Corporation Meeting. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Corporation Circular must include:

(i) a statement that the Corporation Board has, after receiving advice from its financial advisor and outside legal counsel, unanimously: (A) determined that the Consideration to be received by the Corporation Shareholders pursuant to the Arrangement is fair to the Corporation Shareholders and the Arrangement is in the best interests of the Corporation; and (B) recommends that the Corporation Shareholders vote in favour of the Arrangement Resolution (the "**Corporation Board Recommendation**").

(c) The Buyer shall provide to the Corporation all necessary information concerning the Buyer and the Buyer Shares that is required by Law to be included in the Corporation Circular or other related documents and ensure that such information does not contain a Misrepresentation concerning the Buyer or the Buyer Shares. The Buyer shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Corporation Circular and to the identification in the Corporation Circular of each such advisor.

(d) The Corporation shall allow the Buyer and its outside legal counsel a reasonable opportunity to review and comment on drafts of the Corporation Circular and other related documents and shall give reasonable consideration to any comments made by the Buyer and its outside legal counsel and agrees that all information relating solely to the Buyer and the Buyer Shares that is furnished in writing by or on behalf of the Buyer for inclusion in the Corporation Circular or other related documents must be in a form and content satisfactory to the Buyer, acting reasonably. The Corporation shall provide the Buyer with final copies of the Corporation Circular prior to its mailing to the Corporation Shareholders.

(e) Each Party shall promptly notify the other Party if it becomes aware that the Corporation Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Corporation Circular as required or appropriate and the Corporation shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Corporation Circular to the Persons to whom the Corporation Circular was sent pursuant to Section 2.03(a) and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

Section 2.04 Corporation Meeting.

Subject to the receipt of the Interim Order and the terms of this Agreement and the Interim Order, the Corporation shall:

(a) convene and conduct the Corporation Meeting in accordance with the Interim Order, the Corporation Constating Documents and Law as promptly as practicable, but in any event not later than March 1, 2021, and not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Corporation Meeting without the prior written consent of the Buyer, except as:

(i) required or permitted under Section 5.08(d);

(ii) required for quorum purposes (in which case, the Corporation Meeting shall be adjourned and not cancelled); or

(iii) required by Law or a Governmental Entity.

(b) use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Buyer, acting reasonably, using established proxy solicitation services firms and co-operating with any Persons engaged by the Buyer to solicit proxies in favour of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution;

(c) permit the Buyer to, at the Buyer's expense, on behalf of the management of the Corporation, directly or through a proxy solicitation services firm of its choice, actively solicit proxies, on behalf of management of the Corporation, in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement in compliance with Law, and the Corporation shall disclose in the Corporation Circular that the Buyer may make such solicitations;

(d) promptly provide the Buyer with copies of or access to information regarding the Corporation Meeting generated by the Corporation's transfer agent or any proxy solicitation services firm retained by the Corporation, as reasonably requested from time to time by the Buyer;

(e) consult with the Buyer in fixing the date of the Corporation Meeting and the record date for the Corporation Meeting, give notice to the Buyer of the Corporation Meeting, and allow the Buyer's Representatives and outside legal counsel to attend the Corporation Meeting;

(f) promptly advise the Buyer, at such times as the Buyer may reasonably request and on a daily basis on each of the last seven Business Days prior to the date of the Corporation Meeting, as to the aggregate tally of proxies (for greater certainty, specifying votes "for" and votes "against" the Arrangement Resolution) received by the Corporation in respect of the Arrangement Resolution;

(g) promptly advise the Buyer of any communication (written or oral) received from, or claims brought by (or, to the knowledge of the Corporation, threatened to be brought by), any Person in opposition to the Arrangement, any written notice of dissent or purported exercise of Dissent Rights received by the Corporation in relation to the Arrangement and any withdrawal of Dissent Rights received by the Corporation and, subject to Law, provide the Buyer with an opportunity to review and comment upon any written communication sent by or on behalf of the Corporation to any such Person and to participate in any discussions, negotiations or Proceedings with or including any such Persons;

(h) not settle, compromise or make any payment with respect to, or agree to settle, compromise or make any payment with respect to, any exercise or purported exercise of Dissent Rights without the prior written consent of the Buyer;

(i) not, without the Buyer's prior written consent, change the record date for the Corporation Shareholders entitled to receive notice of and to vote at the Corporation Meeting (including in connection with any adjournment or postponement of the Corporation Meeting) unless required by Law; and

(j) at the reasonable request of the Buyer from time to time, provide the Buyer with a list (in both written and electronic form) of the: (i) registered Corporation Shareholders, together with their addresses and respective holdings of Corporation Shares; and (ii) names, addresses and holdings of all Persons owning securities that entitle the holder to subscribe for or otherwise acquire Corporation Shares, all as of a date that is as close as reasonably practicable to the date of delivery of such lists, and shall from time to time require that its registrar and transfer agent furnish the Buyer with such additional information, including updated or additional lists of Corporation Shareholders and lists of securities positions and other assistance as the Buyer may reasonably request.

Section 2.05 Buyer Circular

(a) The Buyer shall, as promptly as reasonably practicable, prepare and complete, in consultation with the Corporation as contemplated by this Section 2.05, the Buyer Circular, together with any other documents required by Law in connection with the Buyer Meeting, and cause the Buyer Circular and such documents to be filed with the Securities Authorities or any other Governmental Entity and sent to each Buyer Shareholder and other Persons as required by Law, in each case using all commercially reasonable efforts so as to permit the Buyer Meeting to be held in accordance with Section 2.06.

(b) The Buyer shall ensure that the Buyer Circular complies, in all material respects with Law, does not contain a Misrepresentation (other than with respect to any information that is furnished by or on behalf of the Corporation or its Representatives for inclusion in the Buyer Circular pursuant to Section 2.05(c)) and provides the Buyer Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Buyer Meeting. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Buyer Circular must include:

(i) a statement that the Buyer Board has, after receiving advice from its outside legal counsel, unanimously: (A) determined that the entering into of this Agreement is in the best interests of the Buyer and (B) recommends that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolution (the "**Buyer Board Recommendation**").

(c) The Corporation shall provide to the Buyer all necessary information concerning the Corporation that is required by Law to be included in the Buyer Circular or other related documents and ensure that such information does not contain a Misrepresentation concerning the Corporation. The Corporation shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Buyer Circular and to the identification in the Buyer Circular of each such advisor.

(d) The Buyer shall allow the Corporation and its outside legal counsel a reasonable opportunity to review and comment on drafts of the Buyer Circular and other related documents and shall give reasonable consideration to any comments made by the Corporation and its outside legal counsel and agrees that all information relating solely to the Corporation that is furnished by or on behalf of the Corporation for inclusion in the Buyer Circular or other related documents must be in a form and content satisfactory to the Corporation, acting reasonably. The Buyer shall provide the Corporation with final copies of the Buyer Circular prior to its mailing to the Buyer Shareholders.

(e) Each Party shall promptly notify the other Party if it becomes aware that the Buyer Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Buyer Circular as required or appropriate and the Buyer shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Buyer Circular to the Persons to whom the Corporation Circular was sent pursuant to Section 2.05(a) and, if required by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

Section 2.06 Buyer Meeting

Subject to the terms of this Agreement, the Buyer shall:

(a) convene and conduct the Buyer Meeting in accordance with the Buyer Constating Documents and Law as promptly as practicable, but in any event not later than March 1, 2021, co-ordinate with the Corporation and use its commercially reasonable efforts to schedule the Buyer Meeting on the same day as (but before) the Corporation Meeting and not adjourn, postpone or

cancel (or propose or permit the adjournment, postponement or cancellation of) the Buyer Meeting without the prior written consent of the Corporation, except as:

(i) required or permitted under Section 5.08(b);

(ii) required for quorum purposes (in which case, the Buyer Meeting shall be adjourned and not cancelled); or

(iii) required by Law or a Governmental Entity.

(b) use its commercially reasonable efforts to solicit proxies in favour of the approval of the Buyer Shareholder Resolution and against any resolution submitted by any Person that is inconsistent with the Buyer Shareholder Resolution and the completion of any of the transactions contemplated by this Agreement;

(c) permit the Corporation to, at the Corporation's expense, on behalf of the management of the Buyer, directly or through a proxy solicitation services firm of its choice, actively solicit proxies, on behalf of management of the Buyer, in favour of the approval of the Buyer Shareholder Resolution and against any resolution submitted by any Person that is inconsistent with the Buyer Shareholder Resolution and the completion of any of the transactions contemplated by this Agreement in compliance with Law, and the Buyer shall disclose in the Buyer Circular that the Corporation may make such solicitations;

(d) promptly provide the Corporation with copies of or access to information regarding the Buyer Meeting generated by the Buyer's transfer agent or any proxy solicitation services firm retained by the Buyer, as reasonably requested from time to time by the Corporation;

(e) consult with the Corporation in fixing the date of the Buyer Meeting and the record date for the Buyer Meeting, give notice to the Corporation of the Buyer Meeting, and allow the Corporation's Representatives and outside legal counsel to attend the Buyer Meeting;

(f) promptly advise the Corporation, at such times as the Corporation may reasonably request and on a daily basis on each of the last seven Business Days prior to the date of the Buyer Meeting, as to the aggregate tally of proxies (for greater certainty, specifying votes "for" and votes "against" the Buyer Shareholder Resolution) received by the Buyer in respect of the Buyer Shareholder Resolution;

(g) not, without the Corporation's prior written consent, change the record date for the Buyer Shareholders entitled to receive notice of and to vote at the Buyer Meeting (including in connection with any adjournment or postponement of the Buyer Meeting) unless required by Law; and

(h) at the reasonable request of the Corporation from time to time, provide the Corporation with a list (in both written and electronic form) of the: (i) registered Buyer Shareholders, together with their addresses and respective holdings of Buyer Shares; (ii) names, addresses and holdings of all Persons owning securities that entitle the holder to subscribe for or otherwise acquire Buyer

Shares; and (iii) participants and book-based nominee registrants, such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of Buyer Shares, together with their addresses and respective holdings of Buyer Shares, all as of a date that is as close as reasonably practicable to the date of delivery of such lists, and shall from time to time require that its registrar and transfer agent furnish the Corporation with such additional information, including updated or additional lists of Buyer Shareholders and lists of securities positions and other assistance as the Corporation may reasonably request.

Section 2.07 Final Order.

If (a) the Interim Order is obtained, (b) the Arrangement Resolution is passed at the Corporation Meeting as provided for in the Interim Order and (c) the Buyer Shareholder Resolution is passed at the Buyer Meeting, the Corporation shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 193(9) of the ABCA, as soon as practicable, but in any event not later than five Business Days after the Arrangement Resolution is passed at the Corporation Meeting and the approval of the Buyer Shareholder Resolution at the Buyer Meeting.

Section 2.08 Court Proceedings.

In connection with all Proceedings relating to obtaining the Interim Order and the Final Order, the Corporation shall, subject to the terms of this Agreement:

(a) diligently pursue, and co-operate with the Buyer in diligently pursuing, the Interim Order and the Final Order;

(b) provide the Buyer and its outside legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with, or submitted to, the Court or the Registrar in connection with the Arrangement (including drafts of the motion for Interim Order and Final Order, affidavits, Interim Order and Final Order) and give reasonable and due consideration to all such comments of the Buyer and its outside legal counsel; provided that, all information relating to the Buyer included in such materials shall be in a form and substance satisfactory to the Buyer, acting reasonably;

(c) provide to the Buyer and its outside legal counsel, on a timely basis, copies of any notice of appearance, evidence or other documents served on the Corporation or its outside legal counsel in respect of the application for the Interim Order or the Final Order, or any appeal from them and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;

(d) ensure that all materials filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement;

(e) not file any materials with the Court in connection with the Arrangement or serve any such materials, or agree to modify or amend any materials so filed or served, except as contemplated by this Agreement or with the Buyer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that, the Buyer is not required to agree or consent to any

increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases the Buyer's obligations, or diminishes or limits the Buyer's rights, set forth in any such filed or served materials or under this Agreement, the Arrangement.

(f) oppose any proposal from any Person that the Final Order contain any provision inconsistent with this Agreement;

(g) if the Corporation is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so only after notice to, and in consultation and co-operation with, the Buyer; and

(h) not unreasonably object to the outside legal counsel to the Buyer making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate; provided that, the Buyer advises the Corporation of the nature of any submissions prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement.

Section 2.09 U.S. Securities Law Matters

The Parties agree that the Arrangement will be carried out with the intention that, and will use their commercially reasonable efforts to ensure that, all Buyer Shares issued pursuant to the Arrangement to Corporation Shareholders residing in the United States at the Effective Time will be issued by the Buyer in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) thereunder and pursuant to similar exemptions from applicable state securities laws.

Section 2.10 Articles of Arrangement and Effective Date.

(a) The Articles of Arrangement shall include and implement the Plan of Arrangement.

(b) The Corporation shall file the Articles of Arrangement with the Registrar no later than, and the Arrangement shall become effective on, the date on which the Corporation and the Buyer agree in writing as the Effective Date or, in the absence of such agreement, the third Business Day following the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions contained in ARTICLE 7 (excluding conditions that, by their terms, are to be satisfied on the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions).

(c) The Arrangement shall be effective at the Effective Time on the Effective Date and will have all of the effects provided by Law.

(d) The closing of the Arrangement will occur electronically or such other means and at such other location as may be agreed upon by the Parties.

Section 2.11 Satisfaction of Consideration.

The Buyer shall, following receipt of the Final Order and immediately prior to the filing by the Corporation of the Articles of Arrangement with the Registrar in accordance with Section 2.10(b), provide, or cause to be provided to, the Depositary an irrevocable direction for the issuance of Buyer Shares (the terms and condition of such direction to be satisfactory to the Corporation and the Buyer, acting reasonably) in order to deliver the aggregate Consideration, as provided in the Plan of Arrangement (other than with respect to Corporation Shareholders exercising Dissent Rights).

Section 2.12 Withholdings or Tax Filings

The Parties agree that they will use their commercially reasonable efforts to ensure that all required tax filings by any of the Buyer, the Corporation or jointly will be on an expedited basis.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

Section 3.01 Representations and Warranties of the Corporation.

Except as set forth in the correspondingly numbered section of the Corporation Disclosure Letter, the Corporation represents and warrants to the Buyer as follows and acknowledges and agrees that the Buyer is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the Arrangement:

(a) **Organization and Qualification.** The Corporation and its Subsidiary is:

(i) a corporation or other entity duly incorporated or organized, as applicable, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all corporate power and capacity to carry on its business as now conducted and to own, lease and operate its assets and properties; and

(ii) duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(b) **Corporate Authorization.** The Corporation has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by the Corporation of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement have been duly authorized by all necessary corporate action on the part of the Corporation and no other corporate proceedings on the part of the Corporation are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated under this Agreement other than the approval of the Arrangement Resolution by the Corporation Shareholders in the manner required by the Interim Order and Law and approval of the Arrangement by the Court.

(c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding agreement of the Corporation enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(d) **Governmental Authorization.** The execution and delivery of this Agreement by the Corporation, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Corporation other than: (i) the Interim Order and the Final Order; (ii) the filing of the Articles of Arrangement; and (iii) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not have, individually or in the aggregate, a Corporation Material Adverse Effect.

(e) **Non-Contravention.** The execution and delivery of this Agreement by the Corporation, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with, or result in any violation or breach of the Corporation Constating Documents;

(ii) assuming compliance with the matters referred to in Section 3.01(d), contravene, conflict with or result in a violation or breach of any Law applicable to the Corporation or its properties or assets;

(iii) except as disclosed in Section 3.01(e)(iii) of the Corporation Disclosure Letter, allow any Person to exercise any right, require any consent, or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation, or the loss of any benefit to which the Corporation or its Subsidiary is entitled (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations) under any Contract or any Authorization to which the Corporation or its Subsidiary is a party or by which the Corporation or its Subsidiary is bound; or

(iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Corporation or its Subsidiary;

with such exceptions, in the case of clauses (ii), (iii) and (iv) as would not be reasonably expected to have, individually or in the aggregate, a Corporation Material Adverse Effect.

(f) **Capitalization.**

(i) The authorized capital of the Corporation consists of an unlimited number of Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares, Class "D" Common Shares, Class "E" Preferred Shares, Class "F" Preferred Shares, Class "G" Preferred Shares and Class "H" Preferred Shares. As of the date of this Agreement, there were 32,000,000 Corporation Shares issued and outstanding. All of the issued and outstanding Corporation Shares have been duly authorized and validly issued and are fully paid and non-assessable.

(ii) As of the date of this Agreement, there were nil Corporation Shares issuable upon the exercise of outstanding convertible securities.

(iii) Except for outstanding Corporation Shares there are no issued, outstanding or authorized convertible securities, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation, subscription or other rights, or any other agreements, arrangements, understandings, instruments or commitments of any kind that obligate the Corporation or its Subsidiary to, directly or indirectly, issue or sell any, or create any additional classes of, securities of the Corporation or its Subsidiary, or give any Person a right to subscribe for or acquire, any securities of the Corporation or its Subsidiary.

(iv) There are no outstanding contractual or other obligations of the Corporation or any Subsidiary to repurchase, redeem or otherwise acquire any securities of the Corporation or its Subsidiary or to qualify securities for public distribution in Canada, the United States or elsewhere.

(v) Other than the Corporation Shares, there are no securities or other instruments or obligations of the Corporation or its Subsidiary that carry (or which is convertible into, or exchangeable for, securities having) the right to vote generally with the Corporation Shareholders on any matter.

(g) **Shareholders and Similar Agreements.** None of the Corporation or its Subsidiary is a party to any unanimous shareholders agreement, shareholder agreement, pooling, voting or other similar arrangement or agreement relating to the ownership or voting of any securities of the Corporation or its Subsidiary, or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Corporation or its Subsidiary. To the knowledge of the Corporation, there are no irrevocable proxies or voting Contracts with respect to any securities issued by the Corporation or its Subsidiary.

(h) **Subsidiaries.**

(i) Other than CleanGo GreenGo Inc., a company existing under the laws of the State of Nevada, United States of America, there are no other subsidiaries of the Corporation.

(ii) Other than as noted above, the Corporation has no direct or indirect Subsidiaries nor does it own any direct or indirect equity or voting interest of any kind in any Person.

(iii) There are no Contracts, arrangements or restrictions that require the Buyer's Subsidiaries to issue, sell or deliver any shares or other interests, or any securities convertible into or exchangeable for, any shares or other interests.

(i) **Financial Statements.** The Corporation's audited consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto and the related management's discussion and analysis): (i) were prepared in accordance with IFRS, consistently applied throughout the periods referred to therein (except as expressly set forth in the notes thereto) and (ii) fairly present, in all material respects, the assets, liabilities, consolidated financial position, results of operations and cash flows of the Corporation and its Subsidiary as of their respective dates and for the periods covered by such financial statements, and there have been no changes in accounting methods, policies or practices of the Corporation or its Subsidiary during such periods (except, in each case, as expressly set forth in the notes to such financial statements).

(j) **Auditors.** The auditors of the Corporation are independent public accountants as required by applicable Laws and, to the knowledge of the Corporation, there has not been any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditor of the Corporation.

(k) **Books and Records.** The financial books, records and accounts of the Corporation and its Subsidiary: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS (or similar accounting standards); (ii) accurately and fairly reflect the material transactions, acquisitions and dispositions of the Corporation and its Subsidiary; and (iii) accurately and fairly reflect the basis of the Corporation financial statements.

(l) **Minute Books.** The corporate minute books of the Corporation contain the minutes of all meetings and resolutions of its boards of directors and each committee thereof (if any) and have been maintained in accordance with applicable Laws and are complete and accurate in all material respects. True and correct copies of the minute books of the Corporation has been provided to the Buyer (other than those portions of minutes of the Corporation Board and any committee thereof (if any) relating to this Agreement and the transactions contemplated by this Agreement).

(m) **No Undisclosed Liabilities.** There are no liabilities or obligations of the Corporation or its Subsidiary of any nature, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the audited consolidated financial statements of the Corporation as at and for the year ended December 31, 2019 (including any notes or schedules thereto and the related management's discussion and analysis); (ii) incurred in the Ordinary Course since September 30, 2020; (iii)

reasonably incurred after September 30, 2020 in connection with this Agreement or the transactions contemplated under this Agreement; or (iv) that would not, individually or in the aggregate, reasonably be expected to have a Corporation Material Adverse Effect. None of the Corporation or its Subsidiary is a party to, or has any commitment to become a party to, any joint venture, off- balance sheet Contract, arrangement or understanding (including any Contract, arrangement or understanding between the Corporation or its Subsidiary, on the one hand, and any unconsolidated entity, including any structured finance, special purpose or limited purpose entity or Person, on the other hand) or any other "off-balance sheet arrangements" (as defined in the instructions contained in Form 51-102F1 – *Management's Discussion & Analysis*).

(n) **Absence of Certain Changes or Events.** Since September 30, 2020, other than the transactions contemplated in this Agreement, the business of the Corporation and its Subsidiary has been conducted in the Ordinary Course and there has not occurred a Corporation Material Adverse Effect.

(o) **Related Party Transactions.** Except as disclosed in Section 3.01(o) of the Corporation Disclosure Letter, none of the Corporation or its Subsidiary is indebted to any director, officer, employee or agent of, or independent contractor to, the Corporation or its Subsidiary or any of their respective Affiliates or Associates (except for amounts due in the Ordinary Course as salaries, bonuses, directors' fees or the reimbursement of Ordinary Course expenses). There are no Contracts (other than employment arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Corporation or its Subsidiary, or any of their respective Affiliates or Associates.

(p) **Compliance with Law.** The Corporation and its Subsidiary is, and since September 30, 2020 has been, in compliance with Law in all material respects. None of the Corporation or its Subsidiary is under any investigation with respect to, has been convicted, charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Law from any Governmental Entity, in each case, that could be expected to be material to the Corporation and its Subsidiary.

(q) **Authorizations.** The Corporation and its Subsidiary own, possess or have obtained all Authorizations that are required by Law in connection with the (i) operation of their businesses in the Ordinary Course and (ii) ownership, operation or use of their properties and assets except, in each case, as would not have a Corporation Material Adverse Effect. Each such Authorization is valid, in full force and effect and is renewable in the Ordinary Course. No Proceeding is in progress or, to the knowledge of the Corporation, pending or threatened in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss, adverse amendment or revocation of any such Authorizations.

(r) **Material Contracts.**

(i) Section 3.01(r)(i) of the Corporation Disclosure Letter sets out a complete and accurate list of all Material Contracts as of the date hereof and true, correct and complete copies of all Material Contracts as of the

date hereof (including all material amendments, assignments and supplements thereto) have been previously provided to the Buyer.

(ii) Each Material Contract is legal, valid and binding and in full force and effect and is enforceable against, the Corporation and its Subsidiary that is a party thereto and, to the knowledge of the Corporation, in accordance with its terms subject to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(iii) None of the Corporation or its Subsidiary is in breach or default under any Material Contract, nor does the Corporation have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default.

(iv) There is no, nor has the Corporation received any written notice of any, breach or default under nor, to the knowledge of the Corporation, does there exist any condition which, with the passage of time or the giving of notice or both, would result in a breach under any Material Contract by any other party to a Material Contract.

(v) None of the Corporation or its Subsidiary has received any notice that any party to a Material Contract intends to cancel, terminate or otherwise adversely modify or not renew its relationship with the Corporation or its Subsidiary, and to the knowledge of the Corporation, no such action has been threatened.

(s) **Restrictions on Conduct of Business.** Except as disclosed in Section 3.01(s) of the Corporation Disclosure Letter, none of the Corporation or its Subsidiary is a party to, or bound by, any non-competition agreement or any other Contract or any Order or Authorization which purports to: (i) limit the manner or the location in which the Corporation or its Subsidiary may conduct any line of business; (ii) limit any business practice of the Corporation or its Subsidiary; or (iii) restrict any acquisition or disposition of any assets or property by the Corporation or by its Subsidiary.

(t) **Real Property and Leased Property.**

The Corporation has entered into a lease for office and warehouse space at Unit 15, 5656 - 10th Street NE, Calgary, Alberta T2E 8W7 that expires on June 30, 2022.

(u) **Personal Property.** Each of the Corporation and its Subsidiary is the owner of all of its personal property and assets with good and marketable title thereto except for (A) Permitted Liens and (B) as would not reasonably be expected to have a Corporation Material Adverse Effect. The Corporation and its Subsidiary, as lessees, have the right under valid and subsisting leases to use, possess and control all personal property leased by and material to the Corporation or its Subsidiary as used, possessed and controlled by the Corporation or its Subsidiary, as applicable, except for (A) Permitted Liens and (B) as would not reasonably be expected to have a Corporation Material Adverse Effect.

(v) **Intellectual Property.** Except as would not be reasonably expected to have, individually or in the aggregate, a Corporation Material Adverse Effect: (i) the Corporation and its Subsidiary, as applicable, own or possess, or have a licence to or otherwise have the right to use, all Intellectual Property that is material and necessary for the conduct of its business as presently conducted (collectively, the "**Intellectual Property Rights**"); (ii) to the knowledge of the Corporation, all such Intellectual Property Rights that are owned by the Corporation and its Subsidiary are valid and enforceable subject only to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction, and does not infringe in any material way upon the rights of others; and (iii) to the knowledge of the Corporation, no third party is infringing upon the Intellectual Property Rights owned or licensed by the Corporation or its Subsidiary.

(w) **Litigation.**

(i) Except as disclosed in Section 3.01(w) of the Corporation Disclosure Letter, there are no material Proceedings in progress, pending or ongoing, or, to the knowledge of the Corporation, threatened, against or affecting the Corporation or any of its Subsidiary, their respective properties or assets, or the business of the Corporation or any of its Subsidiary by or before any Governmental Entities, and the Corporation is not aware of any facts or circumstances that could give rise to any such Proceedings.

(ii) None of the Corporation or its Subsidiary or any of their respective properties or assets is subject to any outstanding Order.

(iii) There is no bankruptcy, liquidation, winding-up or other similar Proceeding pending or in progress, or, to the knowledge of the Corporation, threatened against or relating to the Corporation or its Subsidiary before any Governmental Entity.

(x) **Environmental Matters.**

(i) The Corporation and its Subsidiary are in compliance in all material respects with all applicable Environmental Laws.

(ii) None of the Corporation or its Subsidiary: (A) is subject to any Proceeding or investigation under any Environmental Laws; or (B) has received any written notice of any non-compliance in respect of, or any liability under, any Environmental Laws.

(y) **Employees.**

(i) Section 3.01(y)(i) of the Corporation Disclosure Letter contains a list of all Persons who are employees, independent contractors or consultants of the Corporation and its Subsidiary as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each individual the following information (as applicable): (A) title or position (including

whether full or part time); (B) hire date; (C) current annual base compensation rate; and (D) commission, bonus or other incentive-based compensation.

(ii) All written Contracts with the directors, Corporation Employees and independent contractors or consultants of the Corporation and its Subsidiary are listed in Section 3.01(y)(ii) of the Corporation Disclosure Letter and have been administered in accordance with their terms, in all material respects, and true, correct and complete copies of each such Contract has been made available to the Buyer.

(iii) All material amounts due or accrued due for all salary, wages, bonuses, incentive compensation, deferred compensation, commissions, vacation with pay, sick days and benefits under Employee Plans and other similar accruals have either been paid or are accrued and accurately reflected in all material respects in the books and records of the Corporation and its Subsidiary.

(iv) The Corporation and its Subsidiary are in compliance in all material respects with applicable terms and conditions of employment and all Law respecting labour and employment, including pay equity, employment standards, labour, human rights, accessibility, privacy, workers' compensation and occupational health and safety, and there are no material Proceedings with respect to any such Law relating to the Corporation or its Subsidiary in progress or pending or, to the knowledge of the Corporation, threatened.

(v) Except as disclosed in Section 3.01(y)(v) of the Corporation Disclosure Letter, no Corporation Employee has any agreement in relation to any employee's termination, length of notice, pay in lieu of notice, severance, job security or similar provisions (other than such as results by Law from the employment of an employee without an agreement as to notice or severance) nor are there any change of control payments, golden parachutes, severance payments, retention payments, Contracts or other agreements with current or former Corporation Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the Arrangement or any other transaction contemplated by this Agreement, including a change of control of the Corporation or its Subsidiary.

(vi) There are no material outstanding assessments, penalties, fines, Liens, charges, surcharges or other amounts due or owing pursuant to any workers' compensation Laws owing by the Corporation or its Subsidiary, and none of the Corporation or its Subsidiary has been assessed or reassessed in any material respect under such Laws during the past three years. No material Proceeding involving the Corporation or its Subsidiary is currently in progress or pending, or, to the knowledge of Corporation, threatened pursuant to any workers' compensation Laws.

(vii) There are no material charges pending with respect to the Corporation or its Subsidiary under applicable occupational health and safety Laws ("**OHSA**"), and there are no appeals of any Orders applicable to the Corporation or its Subsidiary currently outstanding under OHSA.

(viii) All individuals who provide services to the Corporation or, to the knowledge of the Corporation, to its Subsidiary, have at all times been accurately classified by the Corporation and its Subsidiary with respect to such services as an employee or a non-employee for all purposes, including wages, payroll taxes and participation, and benefit accrual under each Employee Plan.

(ix) To the Corporation's knowledge, in the last three years: (A) no allegations of sexual harassment or sexual misconduct have been made involving any current or former director or Corporation Employee at the level of senior management or above of the Corporation or its Subsidiary; and (B) none of the Corporation or its Subsidiary has entered into any settlement agreements related to allegations of sexual harassment or sexual misconduct by any current or former director or Corporation Employee at the level of senior management or above of the Corporation or its Subsidiary.

(z) **Insurance.**

(i) The Corporation and its Subsidiary is insured by reputable third-party insurers with reasonable and prudent policies appropriate for the size and nature of the business of the Corporation and its Subsidiary and their respective assets, consistent with industry practice.

(ii) Each material insurance policy held by the Corporation or its Subsidiary is in full force and effect in accordance with its terms and none of the Corporation or its Subsidiary is in default under the terms of any such policy. To the knowledge of the Corporation, there is no material claim pending under any insurance policy that has been denied, rejected, questioned or disputed by any insurer, or as to which any insurer has refused to cover all or any material portion of such claims. To the knowledge of the Corporation, all material Proceedings covered by any insurance policy of the Corporation or its Subsidiary have been properly reported to and accepted by the applicable insurer.

(aa) **Taxes.**

(i) The Corporation and its Subsidiary have duly and timely filed with the appropriate Governmental Entity all material Tax Returns required by Law to be filed by them prior to the date hereof, and all such Tax Returns are complete and correct in all material respects.

(ii) The Corporation and its Subsidiary have paid as required by Law on a timely basis all material Taxes that are due and payable (including instalments required by Law on account of Taxes for the current year) and all assessments and reassessments of material Taxes due and payable by them, other than Taxes that are being or have been contested in good faith and in respect of which adequate reserves have been provided in the most recently published consolidated financial statements of the Corporation (where required in accordance with applicable accounting standards). The Corporation and its Subsidiary have provided adequate accruals in accordance with their books and records and in the most recently published consolidated financial

statements of the Corporation for any Taxes of the Corporation and its Subsidiary for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Corporation, no liability in respect of material Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued.

(iii) The Corporation and its Subsidiary have withheld or collected all amounts required by Law to be withheld or collected by them on account of Taxes (including Taxes and other amounts required to be withheld by them in respect of any amount paid or credited or deemed to be paid or credited by them to or for the benefit of any Person, and all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial Taxes, and state and local Taxes required by Law to be collected by them) and have remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.

(iv) No claims, suits, audits, assessments, reassessments, deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted or threatened with respect to material Taxes of the Corporation or its Subsidiary and none of the Corporation or its Subsidiary are a party to any material action or Proceeding for assessment or collection of Taxes, and no such event has been asserted or threatened against the Corporation or its Subsidiary or on any of their respective assets.

(v) No claim has been made by any Governmental Entity in a jurisdiction where the Corporation or its Subsidiary do not file Tax Returns that the Corporation or its Subsidiary is or may be subject to Tax by that jurisdiction.

(vi) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the assets of the Corporation or its Subsidiary.

(vii) None of the Corporation or its Subsidiary is bound by, is party to or has any obligation under any Tax sharing, allocation, indemnification, or similar agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among the Corporation and its Subsidiary).

(viii) There are no outstanding agreements, waivers or objections extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes or of the payment or remittance of material Taxes by the Corporation or its Subsidiary.

(bb) **Brokers.** No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Corporation, or is entitled to any fee, commission or other payment from the Corporation in connection with this Agreement or any other transaction contemplated by this Agreement.

(cc) **Corporation Board Approval.**

(i) The Corporation Board, after consultation with its financial advisor and outside legal counsel, has: (A) unanimously determined that the Consideration to be received by the Corporation Shareholders pursuant to the Arrangement is fair to the Corporation Shareholders and the Arrangement is in the best interests of the Corporation; (B) resolved to unanimously recommend that the Corporation Shareholders vote in favour of the Arrangement Resolution; and (C) authorized the entering into of the Arrangement Agreement and the performance by the Corporation of its obligations under the Arrangement Agreement, and no action has been taken to amend or supersede such determinations, resolutions or authorizations.

(dd) **Funds Available.** The Corporation has sufficient funds available to pay the Loan Repayment Amount in the event of a Loan Repayment Amount Event and all other fees and expenses for which the Corporation is responsible under the terms of this Agreement.

Section 3.02 No Other Representations and Warranties.

The Buyer agrees and acknowledges that, except for the representations and warranties set forth in this Agreement, neither the Corporation nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity) on behalf of the Corporation.

Section 3.03 Survival of Representations and Warranties.

The representations and warranties of the Corporation contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Section 4.01 Representations and Warranties.

Except as set forth in the correspondingly numbered section of the Buyer Disclosure Letter, the Buyer represents and warrants to the Corporation as follows and acknowledges and agrees that the Corporation is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the Arrangement:

(a) **Organization and Qualification.** The Buyer is a company duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, Canada and has all corporate power and capacity to carry on its business as now conducted and to own, lease and operate its assets and properties. The Buyer is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(b) **Corporate Authorization.** The Buyer has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by the Buyer of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement have been duly authorized by all necessary corporate action on the part of the Buyer and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated under this Agreement other than the approval of the Buyer Shareholder Resolution by the Buyer Shareholders in the manner required by Law.

(c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding agreement of the Buyer enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(d) **Governmental Authorization.** The execution and delivery of this Agreement by the Buyer, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Buyer other than: (i) filings and approvals required by the CSE; (ii) customary filings with the Securities Authorities; and (iii) any Authorizations that, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity that, if not taken or made, would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

(e) **Non-Contravention.** The execution and delivery of this Agreement by the Buyer, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with, or result in any violation or breach of the articles, by-laws or constating documents of the Buyer;

(ii) assuming compliance with the matters referred to in Section 4.01(d), contravene, conflict with or result in a violation or breach of any Law applicable to the Buyer or any of its Subsidiaries or any of their respective properties or assets;

(iii) Except as disclosed in Section 4.01(e)(iii) of the Buyer Disclosure Letter, allow any Person to exercise any right, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation, or the loss of any benefit to which the Buyer or any of its Subsidiaries is entitled (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations) under any contract or any Authorization to

which the Buyer or any of its Subsidiaries is a party or by which the Buyer or any of its Subsidiaries is bound; or

(iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Buyer or any of its Subsidiaries;

with such exceptions, in the case of clauses (ii), (iii) and (iv) as would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(f) **Capitalization.**

(i) The authorized capital of the Buyer consists of an unlimited number of common shares. As of the date of this Agreement, there were 17,458,876 Buyer Shares issued and outstanding. All of the issued and outstanding Buyer Shares have been duly authorized and validly issued and are fully paid and non-assessable.

(ii) As of the date of this Agreement, there were an aggregate of 6,387,856 Buyer Shares issuable upon the exercise of 300,000 stock options and 6,087,856 warrants in the capital of the Buyer.

(iii) Except as stated in clauses (i) and (ii) above, there are no issued, outstanding or authorized convertible securities, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation, subscription or other rights, or any other agreements, arrangements, understandings, instruments or commitments of any kind that obligate the Buyer or its Subsidiary to, directly or indirectly, issue or sell any, or create any additional classes of, securities of the Buyer or its Subsidiary, or give any Person a right to subscribe for or acquire, any securities of the Buyer or its Subsidiary.

(iv) There are no outstanding contractual or other obligations of the Buyer or any Subsidiary to repurchase, redeem or otherwise acquire any securities of the Buyer or its Subsidiary or to qualify securities for public distribution in Canada, the United States or elsewhere.

(v) Other than the Buyer Shares, there are no securities or other instruments or obligations of the Buyer or its Subsidiary that carry (or which is convertible into, or exchangeable for, securities having) the right to vote generally with the Buyer Shareholders on any matter.

(vi) All dividends or distributions on the securities of the Buyer or any of its Subsidiaries that have been declared or authorized have been paid in full.

(g) **Buyer Shares.** The authorized and outstanding share capital and the terms of the Buyer Shares are as set forth in the Buyer Filings. The Buyer Shares to be issued pursuant to the Arrangement, upon issuance, will be validly issued and outstanding as fully paid and non-assessable shares in the capital of the Buyer.

(h) **Subsidiaries.**

(i) Other than Santos Torres Ltd. (BC), Reward Drop Software Inc. (QC), APPx Technologies Inc. (AB) and APPx Technologies Inc. (BC), all of which are inactive, there are no other subsidiaries of the Buyer.

(ii) Other than as noted above, the Buyer has no direct or indirect Subsidiaries, nor does it own any direct or indirect equity or voting interest of any kind in any Person.

(iii) There are no Contracts, arrangements or restrictions that require the Buyer's Subsidiaries to issue, sell or deliver any shares or other interests, or any securities convertible into or exchangeable for, any shares or other interests.

(i) **Securities Law Matters.**

(i) The Buyer is a reporting issuer (or the equivalent) under applicable Securities Laws in each of the provinces of British Columbia, Alberta, Manitoba, and Ontario. The Buyer Shares to be issued pursuant to the Arrangement and prior to its issuance will be listed and posted for trading on the CSE, subject at all times to the prior approval by the CSE. None of the Subsidiaries of the Buyer are subject to any continuous or periodic or other disclosure requirements under the Securities Laws of any jurisdiction. The Buyer is not in default of any material requirement of applicable Securities Laws.

(ii) The Buyer has not taken any action to cease to be a reporting issuer (or the equivalent) in any province or territory of Canada nor has the Corporation received notification from any Securities Authority seeking to revoke the reporting issuer status of the Buyer. No Proceeding or Order for the delisting, suspension of trading or cease trade or other Order or restriction with respect to any securities of the Buyer is in effect or pending or, to the knowledge of the Buyer, has been threatened or is expected to be implemented or undertaken.

(iii) The Buyer has filed with the Securities Authorities all forms, reports, schedules, statements and other documents required to be filed under applicable Securities Laws, with such exceptions as would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect. The documents comprising the Buyer Filings, as of their respective dates (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such subsequent filing) complied as filed in all material respects with applicable Law and did not contain any Misrepresentation. The Buyer has not filed any confidential material change report or other confidential filing with any Securities Authority that, at the date of this Agreement, remains confidential. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of the Buyer Filings. Except for the Amended Investigation Order from the Alberta Securities Commission dated October 9, 2020, neither the Buyer nor any of its Subsidiaries is subject to any ongoing Proceeding by any

Securities Authority or the CSE and, to the knowledge of the Buyer, no such Proceeding is threatened.

(j) **Financial Statements.** The Buyer's audited consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto and the related management's discussion and analysis) included in the Buyer Filings: (i) were prepared in accordance with IFRS, consistently applied throughout the periods referred to therein (except as expressly set forth in the notes thereto) and (ii) fairly present, in all material respects, the assets, liabilities, consolidated financial position, results of operations and cash flows of the Buyer and its Subsidiaries as of their respective dates and for the periods covered by such financial statements, and there have been no changes in accounting methods, policies or practices of the Buyer or any of its Subsidiaries during such periods (except, in each case, as expressly set forth in the notes to such financial statements). The Buyer does not intend to correct or restate, nor, to the knowledge of the Buyer, is there any basis for any correction or restatement of any aspect of the Buyer financial statements referred to in this Section 4.01(j).

(k) **Auditors.** The auditors of the Buyer are independent public accountants as required by applicable Laws and, to the knowledge of the Buyer, there has not been any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditor of the Buyer.

(l) **Books and Records.** The financial books, records and accounts of the Buyer and its Subsidiary: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS (or similar accounting standards); (ii) accurately and fairly reflect the material transactions, acquisitions and dispositions of the Buyer and its Subsidiary; and (iii) accurately and fairly reflect the basis of the Buyer financial statements.

(m) **Minute Books.** The corporate minute books of the Buyer contain the minutes of all meetings and resolutions of its boards of directors and each committee thereof (if any) and have been maintained in accordance with applicable Laws and are complete and accurate in all material respects. True and correct copies of the minute books of the Buyer has been provided to the Buyer (other than those portions of minutes of the Buyer Board and any committee thereof (if any) relating to this Agreement and the transactions contemplated by this Agreement).

(n) **No Undisclosed Liabilities.** There are no liabilities or obligations of the Buyer or any of its Subsidiaries of any nature, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the audited consolidated financial statements of the Buyer as at and for the year ended December 31, 2019 (including any notes or schedules thereto and the related management's discussion and analysis) included in the Buyer Filings; (ii) incurred in the Ordinary Course since June 30, 2020; (iii) reasonably incurred after June 30, 2020 in connection with this Agreement or the transactions contemplated under this Agreement; or (iv) that would not,

individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

(o) **Absence of Certain Changes or Events.** Since June 30, 2020, other than the transactions contemplated in this Agreement, the business of the Buyer and its Subsidiaries has been conducted in the Ordinary Course and there has not occurred a Buyer Material Adverse Effect.

(p) **Related Party Transactions.** Except as disclosed in Section 4.01(p) of the Buyer Disclosure Letter, none of the Buyer or its Subsidiary is indebted to any director, officer, employee or agent of, or independent contractor to, the Buyer or its Subsidiary or any of their respective Affiliates or Associates (except for amounts due in the Ordinary Course as salaries, bonuses, directors' fees or the reimbursement of Ordinary Course expenses). There are no Contracts (other than employment arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Buyer or its Subsidiary, or any of their respective Affiliates or Associates.

(q) **Compliance with Law.** Except for the non-filing of annual returns for the Subsidiaries, The Buyer and its Subsidiary is in compliance with Law in all material respects. None of the Buyer or its Subsidiary is under any investigation with respect to, has been convicted, charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Law from any Governmental Entity, in each case, that could be expected to be material to the Buyer and its Subsidiary.

(r) **Authorizations.** The Buyer and its Subsidiary own, possess or have obtained all Authorizations that are required by Law in connection with the (i) operation of their businesses in the Ordinary Course and (ii) ownership, operation or use of their properties and assets except, in each case, as would not have a Buyer Material Adverse Effect. Each such Authorization is valid, in full force and effect and is renewable in the Ordinary Course. No Proceeding is in progress or, to the knowledge of the Corporation, pending or threatened in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss, adverse amendment or revocation of any such Authorizations.

(s) **Restrictions on Conduct of Business.** Except as disclosed in Section 4.01(s) of the Buyer Disclosure Letter, none of the Buyer or its Subsidiary is a party to, or bound by, any non-competition agreement or any other Contract or any Order or Authorization which purports to: (i) limit the manner or the location in which the Buyer or its Subsidiary may conduct any line of business; (ii) limit any business practice of the Buyer or its Subsidiary; or (iii) restrict any acquisition or disposition of any assets or property by the Buyer or by its Subsidiary.

(t) **Litigation.**

(i) Except as disclosed in Section 4.01(t) of the Buyer Disclosure Letter, there are no material Proceedings in progress, pending or ongoing, or, to the knowledge of the Buyer, threatened, against or affecting the Buyer or any of its Subsidiary, their respective properties or assets, or

the business of the Buyer or any of its Subsidiary by or before any Governmental Entities, and the Buyer is not aware of any facts or circumstances that could give rise to any such Proceedings.

(ii) None of the Buyer or its Subsidiary or any of their respective properties or assets is subject to any outstanding Order.

(iii) There is no bankruptcy, liquidation, winding-up or other similar Proceeding pending or in progress, or, to the knowledge of the Buyer, threatened against or relating to the Buyer or its Subsidiary before any Governmental Entity.

(u) **Environmental Matters.**

(i) The Buyer and its Subsidiary are in compliance in all material respects with all applicable Environmental Laws.

(ii) None of the Buyer or its Subsidiary: (A) is subject to any Proceeding or investigation under any Environmental Laws; or (B) has received any written notice of any non-compliance in respect of, or any liability under, any Environmental Laws.

(v) **Employees.** There are no employees of the Buyer.

(w) **Taxes.**

(i) The Buyer and its Subsidiary have duly and timely filed with the appropriate Governmental Entity all material Tax Returns required by Law to be filed by them prior to the date hereof, and all such Tax Returns are complete and correct in all material respects.

(ii) The Buyer and its Subsidiary have paid as required by Law on a timely basis all material Taxes that are due and payable (including instalments required by Law on account of Taxes for the current year) and all assessments and reassessments of material Taxes due and payable by them, other than Taxes that are being or have been contested in good faith and in respect of which adequate reserves have been provided in the most recently published consolidated financial statements of the Buyer (where required in accordance with applicable accounting standards). The Buyer and its Subsidiary have provided adequate accruals in accordance with their books and records and in the most recently published consolidated financial statements of the Buyer for any Taxes of the Buyer and its Subsidiary for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Buyer, no liability in respect of material Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued.

(iii) The Buyer and its Subsidiary have withheld or collected all amounts required by Law to be withheld or collected by them on account of Taxes (including Taxes and other amounts required to be withheld by them in

respect of any amount paid or credited or deemed to be paid or credited by them to or for the benefit of any Person, and all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial Taxes, and state and local Taxes required by Law to be collected by them) and have remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.

(iv) No claims, suits, audits, assessments, reassessments, deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted or threatened with respect to material Taxes of the Buyer or its Subsidiary and none of the Buyer or its Subsidiary are a party to any material action or Proceeding for assessment or collection of Taxes, and no such event has been asserted or threatened against the Buyer or its Subsidiary or on any of their respective assets.

(v) No claim has been made by any Governmental Entity in a jurisdiction where the Buyer or its Subsidiary do not file Tax Returns that the Buyer or its Subsidiary is or may be subject to Tax by that jurisdiction.

(vi) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the assets of the Buyer or its Subsidiary.

(vii) None of the Buyer or its Subsidiary is bound by, is party to or has any obligation under any Tax sharing, allocation, indemnification, or similar agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among the Buyer and its Subsidiary).

(viii) There are no outstanding agreements, waivers or objections extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes or of the payment or remittance of material Taxes by the Buyer or its Subsidiary.

(x) **Brokers.** No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Buyer, or is entitled to any fee, commission or other payment from the Buyer in connection with this Agreement or any other transaction contemplated by this Agreement.

(y) **Buyer Board Approval.**

(i) The Buyer Board, after consultation with its outside legal counsel, has: (A) unanimously determined that the entering into of this Agreement is in the best interests of the Buyer; (B) resolved to unanimously recommend that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolution; and (C) authorized the entering into of the Arrangement Agreement and the performance by the Buyer of its obligations under the Arrangement Agreement, and no action has been taken to amend or supersede such determinations, resolutions or authorizations.

(z) **Consideration.** The Buyer will have at the time contemplated by Section 2.11 sufficient number of Buyer Shares, authorized and allocated for issuance to Corporation Shareholders to satisfy the aggregate Consideration payable under the terms of the Plan of Arrangement and all other obligations payable by the Buyer pursuant to this Agreement.

Section 4.02 No Other Representations and Warranties.

The Corporation agrees and acknowledges that, except for the representations and warranties set forth in this Agreement, neither the Buyer nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity) on behalf of the Buyer.

Section 4.03 Survival of Representations and Warranties.

The representations and warranties of the Buyer contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS

Section 5.01 Conduct of Business of the Corporation.

The Corporation covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) with the prior written consent of the Buyer (such consent not be unreasonably withheld, conditioned or delayed); (ii) as required or permitted by this Agreement; or (iii) as required by Law, the Corporation shall, and shall cause its Subsidiary to, conduct its business in the Ordinary Course and in accordance with applicable Laws and the Corporation shall use commercially reasonable efforts to maintain and preserve its and its Subsidiary's business organization, assets, properties, employees, goodwill and relationships with customers, suppliers and other Persons with whom the Corporation or its Subsidiary has material business relations.

Section 5.02 Covenants of the Corporation Relating to the Arrangement.

(a) Subject to Section 5.05, which shall govern in relation to Regulatory Approvals, the Corporation shall, and shall cause its Subsidiary to, perform all obligations required to be performed by the Corporation or its Subsidiary under this Agreement, co-operate with the Buyer in connection therewith and do all such other commercially reasonable acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Corporation shall and, where appropriate, shall cause its Subsidiary to:

(i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all

requirements imposed by Law on it or its Subsidiary with respect to this Agreement or the Arrangement;

(ii) use commercially reasonable efforts to provide, obtain and maintain all third-party notices, consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are: (A) necessary to be obtained under the Material Contracts in connection with the Arrangement or this Agreement or (B) required in order to maintain the Material Contracts in full force and effect following the completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Buyer, and without paying, and without committing itself or the Buyer to pay, any consideration or incurring any liability or obligation without the prior written consent of the Buyer;

(iii) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Corporation relating to the Arrangement; and

(iv) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.

(b) The Corporation shall promptly notify the Buyer in writing of:

(i) any Corporation Material Adverse Effect;

(ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement;

(iii) unless prohibited by Law, any notice or other communication from any Person (other than Governmental Entities in connection with Regulatory Approvals subject to Section 5.05) in connection with the transactions contemplated by this Agreement (and the Corporation shall contemporaneously provide a copy of any such written notice or communication to the Buyer); or

(iv) any Proceeding commenced or, to the Corporation's knowledge, threatened against, relating to or involving, or otherwise giving effect to this Arrangement, this Agreement or any of the transactions contemplated by this Agreement.

Section 5.03 Conduct of Business of the Buyer.

The Buyer covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) with the express prior written consent of the Corporation (such consent not be unreasonably withheld, conditioned or delayed); (ii) as required or permitted

by this Agreement; (iii) as required by Law, or (iv) as set out in the Buyer Disclosure Letter, the Buyer shall not:

(a) adjust, split, combine, reclassify or amend the terms of the Buyer Shares;

(b) amend its articles of incorporation, by-laws or other constating documents in a manner that would have a material and adverse impact on the value of the Buyer Shares;

(c) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Buyer; or

(d) authorize, agree, resolve or otherwise commit to do any of the foregoing.

Section 5.04 Covenants of the Buyer Relating to the Arrangement.

(a) Subject to Section 5.05, which shall govern in relation to Regulatory Approvals, the Buyer shall perform all obligations required to be performed by it under this Agreement, co-operate with the Corporation in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Buyer shall:

(i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it with respect to this Agreement or the Arrangement;

(ii) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Buyer relating to the Arrangement; and

(iii) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by this Agreement.

(b) The Buyer shall promptly notify the Corporation in writing of:

(i) any Buyer Material Adverse Effect;

(ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement;

(iii) unless prohibited by Law, any notice or other communication from any Person (other than Governmental Entities in connection with Regulatory

Approvals subject to Section 5.05) in connection with the transactions contemplated by this Agreement (and the Buyer shall contemporaneously provide a copy of any such written notice or communication to the Corporation); or

(iv) any Proceeding commenced or, to the Buyer's knowledge, threatened against, relating to or involving or otherwise affecting the Arrangement, this Agreement or any of the transactions contemplated by this Agreement.

Section 5.05 Regulatory Approvals.

(a) As soon as reasonably practicable after the date of this Agreement, the Buyer and the Corporation shall prepare and file all necessary documents, registrations, statements, petitions, filings and applications with any Governmental Entity required to obtain any Regulatory Approvals and use their commercially reasonable efforts to obtain and maintain all Regulatory Approvals.

(b) The Parties shall co-operate and coordinate with one another in connection with obtaining the Regulatory Approvals, including by providing or submitting as promptly as possible all documentation and information that is required or, in the opinion of the Buyer and the Corporation, acting reasonably, advisable in connection with obtaining the Regulatory Approvals and use their commercially reasonable efforts to ensure that such information does not contain a Misrepresentation.

Section 5.06 Access to Information.

(a) From the date hereof until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, subject to applicable Law and the terms of any existing Contracts, the Corporation shall give to the Buyer and its Representatives reasonable access to the offices, properties, officers, books and records of the Corporation and its Subsidiary during normal business hours and furnish to the Buyer and its Representatives such financial and operating data and other filings, reports and information as the Buyer may reasonably request.

(b) Without limiting the generality of the provisions of the confidentiality in the letter of intent dated May 20, 2020 entered between the Parties, the Buyer acknowledges that all information provided to it under this Section 5.06 or otherwise pursuant to this Agreement or in connection with the transactions contemplated under this Agreement is subject to the confidentiality provisions of the letter of intent that will remain in full force and effect in accordance with its terms notwithstanding any other provisions of this Agreement or any termination of this Agreement.

Section 5.07 Public Communications.

(a) The Parties shall agree on the text of the news release to be issued by each of them to announce the execution of this Agreement.

(b) Each Party shall: (i) not issue any news release or make any other public statement or disclosure with respect to this Agreement or the transactions contemplated by this Agreement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed and (ii) use commercially reasonable efforts to give the other Party prior oral or written notice and a reasonable opportunity to review and comment on all such news releases and other disclosure; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make disclosure in accordance with applicable Laws and, if such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party and, if such prior notice is not permitted by applicable Law, shall give such notice immediately following the making of such disclosure. The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its counsel.

Section 5.08 Notice and Cure Provisions.

(a) During the period commencing on the date of this Agreement and continuing until the earlier of the Effective Time and the time that this Agreement is terminated in in accordance with its terms, each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts, which occurrence or failure would, or would be reasonably likely to:

(i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

(b) Notification provided under this Section 5.08 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto), or the conditions to the obligations of the Parties under this Agreement.

(c) The Corporation may not elect to exercise its right to terminate this Agreement pursuant to Section 8.02(a)(iii)(A) and the Buyer may not elect to exercise its right to terminate this Agreement pursuant to Section 8.02(a)(iv)(A), unless the Party seeking to terminate the Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters that the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided that the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of: (i) the Outside Date; and (ii) the date that is 15 Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date.

(d) If the Terminating Party delivers a Termination Notice prior to the date of the Corporation Meeting and the Buyer Meeting, unless the Parties agree otherwise, the Corporation shall postpone or adjourn the Corporation Meeting and the Buyer shall postpone or adjourn the Buyer Meeting until the earlier of (i) five Business Days prior to the Outside Date and (ii) the date that is 15 Business Days following receipt of such Termination Notice by the Breaching Party.

Section 5.09 Insurance and Indemnification.

From and after the Effective Time, the Buyer shall, and shall cause the Corporation and its Subsidiary to, honour all rights to indemnification or exculpation existing as of the date of this Agreement in favour of present and former officers and directors of the Corporation and its Subsidiary, to the extent that they are: (i) included in the Corporation Constating Documents or the articles and by-laws (or equivalent documents) of its Subsidiary; (ii) provided for by Law or (iii) disclosed in Section 5.09 of the Corporation Disclosure Letter, and acknowledges that such rights shall survive the Effective Time and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

ARTICLE 6
ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

Section 6.01 Non-Solicitation.

(a) Neither Party shall, and shall cause its Subsidiaries to, directly or indirectly, through any Representative, Affiliate or otherwise, permit any such Person to:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; or

(ii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the other Party) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; provided that, the either Party may: (A) advise any Person of the restrictions of this Agreement; and (B) provide a written response (with a copy to the other Party) to any Person who submits an alternative transaction proposal solely for the purposes of seeking clarification of the express terms of such alternative transaction proposal.

(b) Both Parties shall, and shall cause its Subsidiaries and its and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than the other Party and its Affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an alternative transaction proposal and, in connection with such termination, shall discontinue access to, and disclosure of, all information regarding that Party and its Subsidiaries (including any data room and any confidential

information, properties, facilities, books and records of such Party or any of its Subsidiaries).

(c) Both Parties covenants and agrees: (i) that each Party shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement or covenant to which such Party or any of its Subsidiaries are a party; and (ii) not to release, and cause its Subsidiaries not to release, any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting such Party or any of its Subsidiaries, under any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which such Party or any of its Subsidiaries are a party, without the prior written consent of the other Party.

Section 6.02 Permitted Disclosure.

Notwithstanding anything to the contrary set forth in this Agreement (including this ARTICLE 6), nothing shall prohibit the Boards from (a) making any disclosure prior to the Effective Time prescribed by Law in response to an alternative transaction proposal (including by responding to an alternative transaction proposal under a directors' circular under applicable Securities Laws); provided that the Party receiving the alternative transaction proposal shall provide the other Party and its outside legal counsel with a reasonable opportunity to review the form and content of such disclosure and shall give reasonable consideration to any comments made by the other Party and its outside legal counsel; or (b) calling or holding a meeting of such Party requisitioned by shareholders in accordance with the applicable corporate law.

Section 6.03 Breach by Subsidiaries and Representatives.

Without limiting the generality of the foregoing: (a) both Parties shall advise its respective Subsidiaries and their Representatives of the prohibitions set out in this ARTICLE 6; (b) any violation of the restrictions set forth in ARTICLE 6 by its Subsidiaries or its or their Representatives will be deemed to be a breach of this ARTICLE 6 by the Corporation or the Buyer; and (c) the Corporation or the Buyer (as applicable) shall be responsible for any breach of this ARTICLE 6 by its Subsidiaries and its and its Subsidiaries' Representatives.

ARTICLE 7
CONDITIONS

Section 7.01 Mutual Conditions.

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(a) the Arrangement Resolution has been approved and adopted at the Corporation Meeting in accordance with the Interim Order;

(b) the Buyer Shareholder Resolution has been approved and adopted at the Buyer Meeting in accordance with Law;

(c) the Interim Order and the Final Order have each been obtained on terms consistent with this Agreement and have not been set aside or modified in a manner unacceptable to either the Corporation or the Buyer, each acting reasonably, on appeal or otherwise;

(d) the Buyer Shares issuable pursuant to the Plan of Arrangement have been approved for listing on the CSE, subject to customary conditions;

(e) completion of the Private Placement; and

(f) no Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Corporation or the Buyer from consummating the Arrangement.

Section 7.02 Additional Conditions to the Obligations of the Buyer.

The Buyer is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Buyer and may only be waived, in whole or in part, by the Buyer in its sole discretion:

(a) the representations and warranties made by the Corporation in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Corporation Material Adverse Effect (and, for this purpose, any reference to "material", "Corporation Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;

(b) the Corporation shall have fulfilled or complied in all material respects with each of the covenants of the Corporation contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;

(c) there is no Proceeding pending or threatened by any Governmental Entity to:

(i) prohibit the consummation of the Arrangement;

(ii) cease trade, enjoin, prohibit or impose any material limitations on the Buyer's ability to acquire, hold or exercise full rights of ownership over any Corporation Shares upon completion of the Arrangement; or

(iii) prohibit the ownership or operation by the Buyer of the business of the Corporation or its Subsidiary or any material portion of the business or assets of the Corporation or its Subsidiary following completion of the Arrangement.

(d) satisfactory evidence that there is debt obligations owing by the Corporation or its Subsidiary, other than trade payables incurred in the ordinary course on or

before the Effective Time and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;

(e) since the date of this Agreement, there shall not have been or occurred a Corporation Material Adverse Effect; and

(f) Dissent Rights have not been exercised (or, if exercised, remain outstanding) with respect to more than 5% of the issued and outstanding Corporation Shares and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date.

Section 7.03 Additional Conditions to the Obligations of the Corporation.

The Corporation is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Corporation and may only be waived, in whole or in part, by the Corporation in its sole discretion:

(a) the representations and warranties made by the Buyer in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Buyer Material Adverse Effect (and, for this purpose, any reference to "material", "Buyer Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored) and the Buyer shall have provided to the Corporation a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;

(b) the Buyer shall have fulfilled or complied in all material respects with its covenants contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time, and the Buyer shall have provided to the Corporation a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;

(c) the signing of a written resignation and release effective on the Effective Time by the following directors of the Buyer: (i) Rahim Mohamed; (ii) Derrick Lewis; and (iii) Kelly Abbott;

(d) the appointment of the Corporation Nominees to the Corporation Board effective on the Effective Time;

(e) a written confirmation from two senior officers of the Buyer certifying that the Loan is forgiven as of the Effective Date and providing evidence satisfactory to the Corporation of the full and complete discharge of any and all security interest registered against the assets of the Corporation; and

(f) the entering into a side letter agreement between the Parties, specifying the issuance of Buyer Shares as part of the Deferred Consideration and related matters.

Section 7.04 Satisfaction of Conditions.

The conditions set out in Section 7.01, Section 7.02 and Section 7.03 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Registrar.

ARTICLE 8
TERM AND TERMINATION

Section 8.01 Term.

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

Section 8.02 Termination.

(a) This Agreement may be terminated prior to the Effective Time by:

(i) the mutual written agreement of the Corporation and the Buyer;

(ii) either the Corporation or the Buyer if:

(A) the Arrangement Resolution is not approved by the Corporation Shareholders at the Corporation Meeting in accordance with the Interim Order; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(A) if the failure to obtain approval of the Arrangement Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(B) the Buyer Shareholder Resolution is not approved by the Buyer Shareholders at the Buyer Meeting; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(B) if the failure to obtain approval of the Buyer Shareholder Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(C) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins the Corporation or the Buyer from consummating the Arrangement and such Law has, if appealable, become final and non-appealable; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(C) if the enactment, making, enforcement or amendment of such Law has been caused by, or is a result of, a breach by such Party of any of its representations or warranties

or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(D) the Effective Time does not occur on or prior to the Outside Date; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(D) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement.

(iii) the Corporation if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Buyer under this Agreement occurs that would cause any condition in Section 7.03(a) or Section 7.03(b) not to be satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.08; provided that, the Corporation is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 7.02(a) or Section 7.02(b) not to be satisfied; or

(B) there has occurred a Buyer Material Adverse Effect that is incapable of being cured on or before the Outside Date.

(iv) the Buyer if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Corporation under this Agreement occurs that would cause any condition in Section Section 7.02(a) or Section 7.02(b) not to be satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.08; provided that, the Buyer is not then in breach of this Agreement so as to directly or indirectly cause any of the conditions in Section 7.03(a) or Section 7.03(b) not to be satisfied; or

(B) there has occurred a Corporation Material Adverse Effect that is incapable of being cured on or before the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.02 (other than pursuant to Section 8.02(a)(i)) shall deliver written notice of such termination to the other Party specifying in reasonable detail the basis for such Party's exercise of its termination right.

Section 8.03 Effect of Termination/Survival.

If this Agreement is terminated pursuant to Section 8.01 or Section 8.02, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, Representative or consultant of such Party) except that in the event of any termination under Section 8.02, this Section 8.03, Section 5.06, ARTICLE 9 and ARTICLE 10

shall survive, and provided that no Party shall be relieved of any liability for any Willful Breach by it of this Agreement.

ARTICLE 9
LOAN REPAYMENT AMOUNT AND EXPENSES

Section 9.01 Loan Repayment Amount.

(a) If a Loan Repayment Amount Event occurs, the Corporation shall pay the Buyer the Loan Repayment Amount in accordance with Section 9.01(c).

(b) For the purposes of this Agreement, "**Loan Repayment Amount**" means the aggregate amount of the Loan outstanding less $250,000 (which shall be forgiven by the Buyer) at the time of the Loan Repayment Amount Event and "**Loan Repayment Amount Event**" means any event that results in the termination of this Agreement pursuant to Section 8.02(a), provided that the Buyer is not then in breach of this Agreement so as to directly or indirectly cause for the failure to complete or consummate the transactions contemplated in this Agreement.

(c) If a Loan Repayment Amount Event, the Loan Repayment Amount shall be paid within six months following such Loan Repayment Amount Event. Any Loan Repayment Amount shall be paid by the Corporation to the Buyer (or as the Buyer may direct by notice in writing) by wire transfer in immediately available funds to an account designated by the Buyer.

(d) Each Party acknowledges that the agreements contained in this Section 9.01 are an integral part of the transactions contemplated by this Agreement, that without these agreements the Parties would not enter into this Agreement and that the amounts set out in this Section 9.01 represent liquidated damages, which are a genuine pre-estimate of the damages, including opportunity costs, reputational damage and out-of-pocket expenditures that the Buyer will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty.

(e) The Corporation irrevocably waives any right that it may have to raise as a defence that any such liquidated damages are excessive or punitive. If the Corporation fails to timely pay any amount due pursuant to this Section 9.01, it shall also pay any costs and expenses incurred by the Buyer in connection with a legal action to enforce this Agreement that results in a judgment against the Corporation for the payment of the Loan Repayment Amount, together with interest on the amount of any unpaid fee, cost or expense at the prime rate of The Bank of Canada from the date such fee, cost or expense was required to be paid to (but excluding) the payment date.

(f) In the event that the Loan Repayment Amount is paid in full to the Buyer (or as it directs) in the manner provided in this Section 9.01, no other amounts will be due and payable as damages or otherwise by the Corporation and the Buyer hereby accepts that such payment is the sole and exclusive remedy in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination and is the maximum aggregate amount that the Corporation shall

be required to pay in lieu of any damages or any other payments or remedy that the Buyer may be entitled to in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination, provided, however, that this limitation shall not apply in the event of Willful Breach or fraud by the Corporation or any of its Subsidiaries of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability as a result shall not be affected by the termination of this Agreement or any payment of Loan Repayment Amount.

(g) Notwithstanding anything in this Agreement to the contrary, while the Buyer may pursue both a grant of specific performance in accordance with Section 10.05 and the payment of the Loan Repayment Amount under this Section 9.01, under no circumstances shall the Buyer be permitted or entitled to receive both a grant of specific performance of the Corporation's obligation to consummate the transactions contemplated hereby and any monetary damages, including all or any portion of the Loan Repayment Amount.

Section 9.02 Expenses.

Except as otherwise expressly provided in this Agreement, the Parties agree that all out-of-pocket expenses of the Parties relating to this Agreement or the transactions contemplated under this Agreement, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors, and printing and mailing costs, shall be paid by the Party incurring such expenses.

ARTICLE 10
GENERAL PROVISIONS

Section 10.01 Amendments.

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Corporation Meeting and the Buyer Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Corporation Shareholders, and any such amendment may, subject to the Interim Order and the Final Order and Laws, without limitation:

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

(b) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;

(c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; or

(d) modify any mutual conditions contained in this Agreement.

Section 10.02 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement will be sufficient if in writing and (a) hand delivered, (b) sent by certified or

registered mail, (c) sent by express courier or (d) if notice is also contemporaneously sent by one of the other methods, sent by facsimile or email, and addressed as follows:

If to the Corporation:	Clean Go Green Go Inc.
Address:	234 - 5149 Country Hills Blvd Suite 422 Calgary, Alberta T3A 5K8
Attention:	**Anthony Sarvucci, Chief Executive Officer**
Email:	anthony@cleangogreengo.com
If to the Buyer:	SoftLab9 Technologies Inc.
Address:	Suite 605, 815 Hornby Street Vancouver, British Columbia V6Z 2E6
Attention:	**Rahim Mohamed, Chief Executive Officer**
Email:	rahim1011@outlook.com

Any notice or other communication is deemed to be given and received on the day on which it was delivered or, in the case of notices or other communications transmitted by facsimile or email, transmitted (or if such day is not a Business Day or if such notice or communication was delivered or transmitted after 5:00 p.m. (local time in the place of receipt) on the next following Business Day).

Section 10.03 Time of the Essence.

Time is of the essence in this Agreement.

Section 10.04 Further Assurances.

Subject to the provisions of this Agreement, the Parties will, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as the other Party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement and, in the event the Arrangement becomes effective, to document or evidence any of the transactions or events set out in the Plan of Arrangement.

Section 10.05 Injunctive Relief.

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

Section 10.06 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right

will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.07 Entire Agreement.

This Agreement, together with the Corporation Disclosure Letter, Buyer Disclosure Letter and the Side Letter Agreement, constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 10.08 Successors and Assigns.

(a) This Agreement becomes effective only when executed by the Corporation and the Buyer. After that time, it will be binding upon and enure to the benefit of the Corporation, the Buyer and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party. No assignment shall relieve the assigning party of any of its obligations under this Agreement.

Section 10.09 Severability.

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

Section 10.10 Governing Law; Submission to Jurisdiction; Choice of Language

(a) This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal laws of Canada applicable therein.

(b) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

(c) The Parties confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les parties aux présents confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.*

Section 10.11 No Liability.

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

Section 10.12 Counterparts.

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

[Remainder of this page has been left intentionally blank - Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Arrangement Agreement as of the date first written above.

SOFTLAB9 TECHNOLOGIES INC.

Per: (signed) *Rahim Mohamed*
Rahim Mohamed
Chief Executive Officer

CLEAN GO GREEN GO INC.

Per: (signed) *Anthony Sarvucci*
Anthony Sarvucci
Chief Executive Officer

SCHEDULE "A"

PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT

ARTICLE I
INTERPRETATION

Section 1.01 Definitions. Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, Chapter B-9, as amended.

"**Arrangement**" means the arrangement of the Corporation under Section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and Section Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"**Arrangement Agreement**" means the Arrangement Agreement dated November 20, 2020 between the Corporation and the Buyer (including the schedules) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Corporation Meeting.

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement that are required by the ABCA to be sent to the Registrar after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Buyer, each acting reasonably.

"**Business Day**" means any day, other than a Saturday, a Sunday or a day on which major banks are closed for business in Calgary, Alberta.

"**Buyer**" means SoftLab9 Technologies Inc.

"**Buyer Share**" means a common share in the capital of the Buyer.

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

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Subsection 193(11) of the ABCA after the Articles of Arrangement have been filed.

"**Consideration**" means the issuance of an aggregate of 24,000,000 Buyer Shares in exchange of the total issued and outstanding Corporation Shares as of date of the Effective Date, for an effective exchange ratio of 0.75 of Buyer Share for each Corporation Share.

"**Corporation**" means Clean Go Green Go Inc.

"**Corporation Circular**" means the notice of the Corporation Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and

information incorporated by reference in, such management information circular, to be sent to the Corporation Shareholders and other Persons as required by the Interim Order and Law in connection with the Corporation Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"**Corporation Meeting**" means the special meeting of the Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"**Corporation Share**" means a Class "A" Common Share in the capital of the Corporation.

"**Corporation Shareholders**" means the registered and/or beneficial owners of the Corporation Shares, as the context requires.

"**Court**" means the Court of Queen's Bench of Alberta in the City of Calgary in the Province of Alberta.

"**Deferred Consideration**" has the meaning given to such term in Schedule "D" - Side Letter Agreement.

"**Depositary**" means such Person as the Corporation may appoint to act as depositary in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

"**Dissent Rights**" has the meaning set forth in Section Section 4.01.

"**Dissenting Shareholder**" means a registered Corporation Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Corporation Shares in respect of which Dissent Rights are validly exercised by such registered Corporation Shareholder.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date or such other time as the Parties agree to in writing before the Effective Date.

"**Final Order**" means the final order of the Court pursuant to Section 193(9) of the ABCA, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

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

"**Interim Order**" means the interim order of the Court pursuant to Section 193(4) of the ABCA in form and substance satisfactory to each Party, acting reasonably, providing for, among other things, the calling and holding of the Corporation Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

"**Letter of Transmittal**" means the letter of transmittal to be sent by the Corporation to the Corporation Shareholders for use by the Corporation Shareholders with respect to the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory of otherwise), or restriction or adverse right or claim, or other third- party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"**Parties**" means the Buyer and the Corporation, and "**Party**" means either one of them, as the context requires.

"**Person**" includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Section Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"**Registrar**" means the Registrar appointed pursuant to Section 263 of the ABCA.

Section 1.02 Certain Rules of Interpretation. In this Plan of Arrangement, unless otherwise specified:

(a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(b) **Currency.** All references to dollars or to $ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.

(c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.

(d) **Certain Phrases, etc.** The words "**including**", "**includes**" and "**include**" mean "including (or includes or include) without limitation" and references to "**Article**" or "**Section**" followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement.

(e) **Statutory References.** Any reference to a particular statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted.

(f) **Date for any Action.** If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(g) **Time.** Time shall be of the essence in every matter or action contemplated under this Plan of Arrangement. All references to time are to local time in Calgary, Alberta unless otherwise stipulated in this Plan of Arrangement.

ARTICLE II
ARRANGEMENT AGREEMENT

Section 2.01 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

Section 2.02 Binding Effect. This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective and be binding on the Buyer, the Corporation, all Corporation Shareholders (including Dissenting Shareholders), the Depositary, the registrar and transfer agent of the Corporation and all other Persons, in each case, at and after the Effective Time, without any further act or formality required on the part of any Person.

ARTICLE III
ARRANGEMENT

Section 3.01 Arrangement. Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise:

(a) each outstanding Corporation Share held by a Dissenting Shareholder shall be deemed to have been transferred by the holder thereof to the Buyer free and clear of all Liens and each Dissenting Shareholder shall cease to have any rights as a Corporation Shareholder other than the right to be paid the fair value of their Corporation Shares by the Buyer in accordance with ARTICLE IV and the name of such holder shall be removed from the register of holders of Corporation Shares and the Buyer shall be recorded as the registered holder of the Corporation Shares so transferred and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens; and

(b) subject to the terms of the Side Letter Agreement, each Corporation Share outstanding immediately prior to the Effective Time (other than Corporation Shares held by Dissenting Shareholders) shall be transferred by the holders

thereof to the Buyer in exchange for the Consideration and the name of such holder shall be removed from the register of holders of Corporation Shares and added to the register of holders of Buyer Shares and the Buyer shall be recorded as the registered holder of the Corporation Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens.

The exchanges and cancellations provided for in this Section Section 3.01 will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

Section 3.02 No Fractional Buyer Shares. In no event shall any fractional Buyer Shares be issued under this Plan of Arrangement. Where the aggregate number of Buyer Shares to be issued to a Corporation Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Buyer Share being issuable, then the number of Buyer Shares to be issued to such Corporation Shareholder shall be rounded down to the closest whole number and no former Corporation Shareholder will be entitled to compensation in respect of a fractional Corporation Share.

ARTICLE IV
DISSENT RIGHTS

Section 4.01 Dissent Rights.

(a) Registered holders of Corporation Shares may exercise rights of dissent with respect to their Corporation Shares pursuant to and in the manner set forth in Section 191 of the ABCA as modified by the Interim Order and this ARTICLE IV (the "**Dissent Rights**"), provided that, notwithstanding Subsection 190(5) of the ABCA, the written objection to the Arrangement Resolution referred to in Subsection 190(5) of the ABCA must be received by the Corporation at its registered office no later than 5:00 p.m. (Calgary Time) two Business Days immediately preceding the date of the Corporation Meeting (as it may be adjourned or postponed from time to time).

(b) Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Corporation Shares held by them to the Buyer as provided in Section 3.01(a), and if they:

(i) are ultimately entitled to be paid fair value for such Corporation Shares, shall be entitled to be paid the fair value of such Corporation Shares by the Buyer, which fair value, notwithstanding anything to the contrary in Part XV of the ABCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Corporation Shares; or

(ii) are ultimately not entitled, for any reason, to be paid the fair value for such Corporation Shares, shall be deemed to have participated in the Arrangement on the same basis as Corporation Shareholders who have not exercised Dissent Rights in respect of such Corporation Shares and

shall be entitled to receive the Consideration to which Corporation Shareholders who have not exercised Dissent Rights are entitled under Section 3.01(b).

Section 4.02 Recognition of Dissenting Shareholders.

(a) In no circumstances shall the Buyer, the Corporation or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Corporation Shares in respect of which such Dissent Rights are sought to be exercised.

(b) For greater certainty, in no case shall the Buyer, the Corporation, the Depositary, the registrar and transfer agent in respect of the Corporation Shares or any other Person be required to recognize Dissenting Shareholders as holders of the Corporation Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfers under Section Section 3.01(a) and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Corporation Shares in respect of which Dissent Rights have been validly exercised at the same time as the event in Section 3.01(a) occurs.

(c) In addition to any other restrictions under Section 191 of the ABCA, none of the Corporation Shareholders who vote or have instructed a proxyholder to vote such Corporation Shares in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

ARTICLE V
DELIVERY OF SHARE CERTIFICATES

Section 5.01 Delivery of Share Certificates.

(a) At or before the Effective Time, the Buyer shall deposit or cause to be deposited with the Depositary, for the benefit of and to be held on behalf of Corporation Shareholders entitled to receive Buyer Shares pursuant to Section 3.01(b), certificates representing, or other evidence regarding the issuance of, the Consideration.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Corporation Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Corporation Shareholder, as soon as practicable, the certificate(s) (except for certificate(s) issuable as per the terms of the Side Letter Agreement as part of the Deferred Consideration) representing, or other evidence of, the Buyer Shares that such Corporation Shareholder is entitled to receive under the Arrangement.

(c) Without being contrary to any terms of this Plan of Arrangement, an illustrative example showing: (i) the aggregate Buyer Shares that Corporation Shareholders are entitled to receive on the Effective Date and (ii) the aggregate Buyer Shares released from escrow to certain Corporation

Shareholders as set forth in the Side Letter Agreement is set forth in Exhibit A hereto.

(d) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.01(b), each certificate which immediately prior to the Effective Time represented outstanding Corporation Shares shall be deemed at all times to represent only the right to receive upon surrender the Consideration as contemplated in Section 5.01(b). Any such certificate formerly representing outstanding Corporation Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former Corporation Shareholder of any kind or nature whatsoever against or in the Corporation or the Buyer and, on such date, the certificate shall be deemed to have been surrendered to the Buyer and will be cancelled.

Section 5.02 Lost Certificates. In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Corporation Shares that were exchanged pursuant to Section 3.01(b) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Person is entitled to receive pursuant to Section 3.01(b). When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Buyer and the Depositary in such sum as the Buyer may direct or otherwise indemnify the Buyer and the Depositary in a manner satisfactory to the Buyer and the Depositary against any claim that may be made against the Buyer or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.03 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 5.04 Paramountcy. From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all Corporation Shares issued and outstanding prior to the Effective Time;

(b) the rights and obligations of the Corporation Shareholders, the Corporation and its Subsidiaries, the Buyer, the Depositary and any registrar or transfer agent or other depositary therefor in relation thereto shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Corporation Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE VI
AMENDMENTS

Section 6.01 Amendments to Plan of Arrangement

(a) The Buyer and the Corporation may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that, each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by the Buyer and the Corporation, each acting reasonably; (iii) filed with the Court and, if made following the Corporation Meeting, approved by the Court; and (iv) communicated to Corporation Shareholders and such other Persons if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation or the Buyer at any time prior to the Corporation Meeting (provided that the Corporation or the Buyer, as applicable, shall have consented thereto in writing) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Corporation Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Corporation Meeting shall be effective only if: (i) it is consented to in writing by each of the Buyer and the Corporation (in each case, acting reasonably) and (ii) if required by the Court, it is consented to by some or all of the Corporation Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval; provided that: (i) it concerns a matter which, in the reasonable opinion of the Buyer and the Corporation, is of an administrative nature required to give effect to the implementation of this Plan of Arrangement and is not adverse to the interest of any Corporation Shareholder or (ii) is an amendment contemplated in Section Section 6.01(e).

(e) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Buyer; provided that, it concerns a matter which, in the reasonable opinion of the Buyer, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

ARTICLE VII
FURTHER ASSURANCES

Section 7.01 Further Assurances. Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts,

deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

EXHIBIT A

BUYER SHARE CERTIFICATES

Aggregate Number of Buyer Shares Issuable on the Effective Date:	18,600,000 common shares
Aggregate Number of Buyer Shares Issuable to certain Corporation Shareholders as part of the Deferred Consideration:	5,400,000 common shares
Total Consideration:	24,000,000 common shares[1]

[1] Represents 32,000,000 issued and outstanding Corporation Shares exchanged for 0.75 Buyer Shares.

SCHEDULE "B"

FORM OF ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. the arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") of Clean Go Green Go Inc. (the "**Corporation**"), as more particularly described and set forth in the management information circular (the "**Corporation Circular**") of the Corporation dated ●, 2020 accompanying the notice of this meeting and as it may be amended, modified or supplemented in accordance with the arrangement agreement dated November 20, 2020 between the Corporation and SoftLab9 Technologies Inc. (the "**Buyer**") (the "**Arrangement Agreement**") is hereby authorized, approved and adopted.

2. the plan of arrangement of the Corporation (the "**Plan of Arrangement**"), as it may be amended, modified or supplemented in accordance with its terms and the Arrangement Agreement, the full text of which is set out in Schedule "A" to the Corporation Circular, is hereby authorized, approved and adopted.

3. the (i) Arrangement Agreement and the transactions contemplated therein, (ii) actions of the directors of the Corporation in approving the Arrangement Agreement and (iii) actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto, are hereby ratified and approved.

4. the Corporation is authorized to apply for a final order from the Court of Queen's Bench of Alberta in the City of Calgary, Alberta (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

5. notwithstanding that this resolution has been passed by the holders of Class "A" Common Shares of the Corporation (the "**Corporation Shareholders**") or that the Arrangement has been approved by the Court, the directors of the Corporation are hereby authorized and empowered to, without further notice to or approval of the Corporation Shareholders: (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement, to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not proceed with the Arrangement and related transactions.

6. any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver for filing with the Registrar under the ABCA articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any other such documents.

7. any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, or cause to be executed, and to deliver, or cause to be delivered, all such other documents and instruments, and to perform. or cause to be performed, all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the

execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE "C"

FORM OF BUYER SHAREHOLDER RESOLUTION

"BE IT RESOLVED, as an ordinary resolution of the shareholders of Softlab9 Technologies Inc. ("the Company"), that:

1. the Company be authorized, empowered and directed to complete the transactions contemplated by the Arrangement Agreement, particularly the acquisition of Clean Go Green Go Inc., which will constitute a fundamental change and a change of business (the "Fundamental Change") for the Company under the policies of the Canadian Securities Exchange;

2. notwithstanding that this ordinary resolution has been duly passed by the shareholders of the Company, the directors of the Company are hereby authorized, at their discretion, to determine, at any time, to select an implementation date for the Fundamental Change, to proceed or not to proceed with the Fundamental Change and to postpone, abandon or otherwise refrain from implementing this resolution at any time prior to the implementation of the Fundamental Change without further approval of the shareholders, and in such case, this resolution approving the Fundamental Change shall be deemed to have been rescinded; and

3. any one director or any one officer of the Company is authorized and empowered, acting for, in the name of and on behalf of the Company, to execute or to cause to be executed, and to deliver and file or to cause to be delivered and filed all such documents and instruments, and to do or to cause to be done, all such acts and things as in the opinion of such director or officer of the Company may be necessary or desirable in order to carry out the intent of this resolution"

SCHEDULE "D"

SIDE LETTER AGREEMENT

SIDE LETTER AGREEMENT

REFERENCE IS MADE TO THE ARRANGEMENT AGREEMENT DATED NOVEMBER 20, 2020, BETWEEN SOFTLAB9 TECHNOLOGIES INC. (THE "BUYER") AND CLEAN GO GREEN GO INC. (THE "CORPORATION")

This Side Letter Agreement is made and entered into between the Buyer and the Corporation (collectively referred to as the "**Parties**") in connection with the arrangement agreement dated November 20, 2020 between the Parties (the "**AA**"). Capitalized terms not defined in this Side Letter Agreement will have the respective meanings assigned to those terms in the AA.

RECITALS:

A. Pursuant to the AA, on the Effective Date, the Buyer will acquire 100% of the Corporation Shares for the Consideration and the Corporation will become a wholly-owned subsidiary of the Buyer.

B. Pursuant to the terms of the AA, a portion of the Consideration shall be deferred (the "**Deferred Consideration**") for the benefit of certain shareholders of the Corporation (the "**Former Corporation Shareholders**") issuable after the Effective Date, as more particularly described in Exbibit A to this Side Letter Agreement.

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

1. As of the Effective Date, the Buyer agrees to reserve for future issuance the Deferred Consideration for the benefit of the Former Corporation Shareholders, as more particularly described in Exbibit A to this Side Letter Agreement.

2. The Buyer Board agrees to authorize the issuance of the Deferred Consideration by providing an irrevocable direction for such issuance to the Depositary.

3. The Parties acknowledge that this Side Letter Agreement is for the sole benefit of the Former Corporation Shareholders and their respective heirs, executors, administrators, successors, and assigns.

4. Nothing in this Side Letter Agreement will require the Buyer to issue Deferred Consideration other than in accordance with all applicable Law.

5. The Parties agree that irreparable damage would occur if any provision of this Side Letter Agreement were not performed in accordance with the terms hereof and that the Parties and the Former Corporation Shareholders shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

6. This Side Letter Agreement and the AA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

7. This Side Letter Agreement shall be governed by and will be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Side Letter Agreement as of the same date as the Arrangement Agreement.

SOFTLAB9 TECHNOLOGIES INC.	**CLEAN GO GREEN GO INC.**
Per: (signed) *Rahim Mohamed*	Per: (signed) *Anthony Sarvucci*
Rahim Mohamed	Anthony Sarvucci
Chief Executive Officer	Chief Executive Officer

EXHIBIT A

In addition to the Buyer Shares to be issued to Corporation Shareholders on the Effective Date pursuant to the AA, the Former Corporation Shareholders will be entitled to receive the following Buyer Shares as part of the Deferred Consideration, without any further action or consideration of such Former Corporation Shareholders:

Name of the Former Corporation Shareholder	**Number of Corporation Shares held prior to the Effective Date**	**Number of Buyer Shares issuable on to the Effective Time[1]**
Kolin Stuckey	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
Morgan Rebrinsky	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
O'Neil Cash Anderson	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
Total	**9,600,000 Class "A" Common Shares**	**7,200,000 Common Shares**

[1] **Escrow Release Schedule**:
(a) 25% shall be released on the Effective Date;
(b) another 25% shall be released on the first anniversary from the Effective Date;
(c) another 25% shall be released on the second anniversary from the Effective Date; and
(d) the final 25% shall be released on the third anniversary from the Effective Date.

APPENDIX D

INTERIM ORDER

		Clerk's stamp
Court File Number	2101-00397	**ORIGINAL STAMPED**
Court	COURT OF QUEEN'S BENCH OF ALBERTA	
Judicial Centre	CALGARY	
Matter	IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CLEAN GO GREEN GO INC. AND ITS SHAREHOLDERS	
Applicant	**CLEAN GO GREEN GO INC.**	
Respondent	Not Applicable	
Document	**INTERIM ORDER**	
Address for Service and Contact Information of Party Filing this Document	MCLEOD LAW LLP Suite 500, 707 5th Street SW Calgary, Alberta T2P 0Y3 Telephone: 403-278-9411 Facsimile: 403-271-1769 Attention: Spencer Chimuk File No.: 54950 - 143544	

DATE ON WHICH ORDER WAS PRONOUNCED: January 22, 2021

NAME OF JUDGE WHO MADE THIS ORDER: Justice K. Eidsvik

LOCATION OF HEARING: CALGARY

UPON the Originating Application (the "**Originating Application**") of Clean Go Green Go Inc. (the "**Applicant**") pursuant to Section 193 of the *Business Corporations Act* (Alberta) as amended (the "**ABCA**");

AND UPON reading the Originating Application, the affidavit of Anthony Sarvucci, sworn on January **21**, 2021 (the "**Affidavit**") and the documents referred to therein;

AND UPON HEARING counsel for the Applicant;

FOR THE PURPOSES OF THIS ORDER:

(a) the capitalized terms not defined in this Order (the "**Order**") shall have the meanings attributed to them in the draft joint information circular of the

Applicant and SoftLab9 Technologies Inc. (the "**Information Circular**") which is attached as Exhibit "A" to the Affidavit; and

(b) all references to "**Arrangement**" used herein mean the arrangement as set forth in the plan of arrangement attached as Schedule A to the arrangement agreement (the "**Arrangement Agreement**"), which Arrangement Agreement is attached as Appendix C of the Information Circular.

IT IS HEREBY ORDERED THAT:

General

1. The Applicant shall seek approval of the Arrangement as described in the Information Circular by the holders of Class "A" Common Shares of the Applicant (the "**CGGG Shareholders**") in the manner set forth below.

The Meeting

2. The Applicant shall call and conduct a special meeting (the "**Meeting**") of CGGG Shareholders on or about February 22, 2021. At the Meeting, CGGG Shareholders will consider and vote upon a resolution to approve the Arrangement substantially in the form attached as Appendix B to the Information Circular (the "**Arrangement Resolution**") and such other business as may properly be brought before the Meeting or any adjournment(s) or postponement(s) thereof, all as more particularly described in the Information Circular.

3. A quorum at the Meeting shall be shall be two CGGG Shareholders represented by proxy, at the opening of the Meeting, and holding or representing at least 25% of the CGGG Shares entitled to be voted at the Meeting.

4. Each CGGG Share entitled to be voted at the Meeting will entitle the holder to one vote at the Meeting in respect of the Arrangement Resolution and any other matters to be considered at the Meeting.

5. The record date for the CGGG Shareholders entitled to receive notice of and vote at the Meeting shall be January 15, 2021 (the "**Record Date**"). Only CGGG Shareholders whose names have been entered on the register of holders of CGGG Shares as at the close of business on the Record Date will be entitled to receive

notice of and to vote for the purposes of the Meeting provided that, to the extent a CGGG Shareholder transfers the ownership of any CGGG Shares after the Record Date and the transferee of those CGGG Shares establishes ownership of such CGGG Shares and demands, not later than 10 days before the Meeting, to be included on the list of CGGG Shareholders entitled to vote for the purposes of the Meeting, such transferee will be entitled to vote those CGGG Shares for the Meeting.

6. The Meeting shall be called, held and conducted in accordance with the applicable provisions of the ABCA, the articles and bylaws of the Applicant in effect at the relevant time, the Information Circular, the rulings and directions of the Chair of the Meeting, this Order and any further Order of this Court. To the extent that there is any inconsistency or discrepancy between this Order and the ABCA or the articles or bylaws of the Applicant, the terms of this Order shall govern.

Conduct of the Meeting

7. The only persons entitled to participate at the Meeting by electronic means, telephone or other communication facilities, shall be CGGG Shareholders, the Applicant's directors and officers and its auditors, the Applicant's legal counsel, representatives and legal counsel of other parties to the Arrangement, and such other persons who may be permitted to participate by the Chair of the Meeting.

8. The number of votes required to pass the Arrangement Resolution shall be not less than two-thirds of the votes cast by CGGG Shareholders represented by proxy at the Meeting**.**

9. To be valid, a proxy must be deposited with Odyssey Trust Company in the manner described in the Information Circular.

10. The accidental omission to give notice of the Meeting or the non-receipt of the notice shall not invalidate any resolution passed or proceedings taken at the Meeting.

11. The Applicant is authorized to adjourn or postpone the Meeting on one or more occasions (whether or not a quorum is present, if applicable) and for such period or periods of time as the Applicant deems advisable, without the necessity of first convening the Meeting or first obtaining any vote of the CGGG Shareholders in respect of the adjournment(s) or postponement(s). Notice of such adjournment(s) or postponement(s) may be given by such method as the Applicant determines is

appropriate in the circumstances. If the Meeting is adjourned or postponed in accordance with this Order, the references to the Meeting in this Order shall be deemed to be the Meeting as adjourned or postposed, as the context allows.

Amendments to the Arrangement

12. The Applicant is authorized to make such amendments, revisions or supplements to the Arrangement as it may determine necessary or desirable, provided that such amendments, revisions or supplements are made in accordance with and in the manner contemplated by the Arrangement and the Arrangement Agreement. The Arrangement so amended, revised or supplemented shall be deemed to be the Arrangement submitted to the Meeting and the subject of the Arrangement Resolution, without the need to return to this Court to amend this Order.

Amendments to Meeting Materials

13. The Applicant is authorized to make such amendments, revisions or supplements ("**Additional Information**") to the Information Circular, the form of proxy ("**Proxy**"), the form of letter of transmittal ("**Letter of Transmittal**"), notice of the Meeting ("**Notice of Meeting**"), and notice of Originating Application ("**Notice of Originating Application**") as it may determine, including to address any comments from the applicable securities regulatory authority and/or stock exchange, without the need to return to this Court to amend this Order. The Applicant may disclose such Additional Information, including material changes, by the method and in the time most reasonably practicable in the circumstances as determined by the Applicant and without being required to deliver an amendment to the Information Circular to the CGGG Shareholders, provided that if any comments from the applicable securities regulatory authority and/or stock exchange require any amendment to the Information Circular, such amendment to the Information Circular shall be filed under SoftLab9's SEDAR profile at sedar.com Without limiting the generality of the foregoing, if any material change or material fact arises between the date of this Order and the date of the Meeting, which change or fact, if known prior to mailing of the Information Circular, would have been disclosed in the Information Circular, then:

(a) the Applicant shall advise the CGGG Shareholders of the material change or material fact by disseminating a news release (a "**News Release**") in

accordance with applicable securities laws; and

(b) provided that the News Release describes the applicable material change or material fact in reasonable detail, the Applicant shall not be required to deliver an amendment to the Information Circular to the CGGG Shareholders or otherwise give notice to the CGGG Shareholders of the material change or material fact other than dissemination and filing of the News Release as aforesaid.

Dissent Rights

14. The registered holders of CGGG Shares ("**Registered Shareholders**") are, subject to the provisions of this Order and the Arrangement, accorded the right to dissent under section 191 of the ABCA with respect to the Arrangement Resolution and the right be paid the fair value of their CGGG Shares by New SoftLab9 in respect of which such right to dissent was validly exercised.

15. In order for a Registered Shareholder (a "**Dissenting Shareholder**") to exercise such right to dissent under section 191 of the ABCA:

(a) the Dissenting Shareholder's written objection to the Arrangement Resolution must be received by the Applicant at McLeod Law LLP, Suite 500, 707 – 5th Avenue S.W., Calgary, Alberta, T2P 0Y3, Attention: Spencer Chimuk by 4:00 p.m. (Calgary time) on or before February 19, 2021 or the day that is two (2) business days immediately preceding the date of the Meeting, or the second business day immediately preceding the date of any adjournment(s) or postponement(s) of the Meeting;

(b) a vote against the Arrangement Resolution, by proxy, shall not constitute a written objection to the Arrangement Resolution as required under clause 15(a) herein;

(c) a Dissenting Shareholder shall not have voted his or her CGGG Shares at the Meeting, by proxy, in favour of the Arrangement Resolution;

(d) a CGGG Shareholder may not exercise the right to dissent in respect of only a portion of the CGGG Shareholder's CGGG Shares, but may dissent only with respect to all of the CGGG Shares held by the CGGG Shareholder; and

(e) the exercise of such right to dissent must otherwise comply with the requirements of section 191 of the ABCA, as modified and supplemented by this Order and the Arrangement.

16. The fair value of the consideration to which a Dissenting Shareholder is entitled pursuant to the Arrangement shall be determined as of the close of business on the last business day before the day on which the Arrangement Resolution is approved by the CGGG Shareholders and shall be paid to the Dissenting Shareholders by New SoftLab9 as contemplated by the Arrangement and this Order.

17. Dissenting Shareholders who validly exercise their right to dissent, as set out in paragraphs 14 and 15 above, and who:

(a) are determined to be entitled to be paid the fair value of their CGGG Shares, shall be deemed to have transferred such CGGG Shares as of the effective time of the Arrangement (the "**Effective Time**"), without any further act or formality and free and clear of all liens, claims and encumbrances; or

(b) are, for any reason (including, for clarity, any withdrawal by any Dissenting Shareholder of their dissent) determined not to be entitled to be paid the fair value for their CGGG Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder and such CGGG Shares will be deemed to be exchanged for the consideration under the Arrangement,

but in no event shall the Applicant, SoftLab9 or any other person be required to recognize such CGGG Shareholders as holders of CGGG Shares after the Effective Time, and the names of such CGGG Shareholders shall be removed from the register of CGGG Shares.

18. Subject to further order of this Court, the rights available to CGGG Shareholders under the ABCA and the Arrangement to dissent from the Arrangement Resolution shall constitute full and sufficient dissent rights for the CGGG Shareholders with respect to the Arrangement Resolution.

19. Notice to the CGGG Shareholders of their right to dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the ABCA and the Arrangement, the fair value of the consideration to which a Dissenting

Shareholder is entitled pursuant to the Arrangement shall be sufficiently given by including information with respect to this right as set forth in the Information Circular which is to be sent to CGGG Shareholders in accordance with paragraph 21 of this Order.

Notice

20. The Information Circular, substantially in the form attached as Exhibit "A" to the Affidavit, with such amendments thereto as counsel to the Applicant may determine necessary or desirable (provided such amendments are not inconsistent with the terms of this Order), and including the Notice of the Meeting, the Proxy, the Notice of Originating Application and this Order, together with any other communications or documents determined by the Applicant to be necessary or advisable (collectively, the "**Meeting Materials**"), shall be sent to those CGGG Shareholders who hold CGGG Shares as of the Record Date, the directors of the Applicant, and the auditors of the Applicant, by one or more of the following methods:

    (a) in the case of registered CGGG Shareholders, by pre-paid first class or ordinary mail, by courier or by delivery in person, addressed to each such holder at his, her or its address, as shown on the books and records of the Applicant as of the Record Date not later than 21 days prior to the Meeting;

    (b) in the case of non-registered CGGG Shareholders, to the registrant (as defined under Section 147(c) of the ABCA) or registrant's nominee, by pre-paid first class or ordinary mail, by courier or by delivery in person, addressed to each such holder at his, her or its address, as shown on the books and records of the Applicant as of the Record Date not later than 21 days prior to the Meeting;

    (c) in the case of the directors and auditors of the Applicant, by email, pre-paid first class or ordinary mail, by courier or by delivery in person, addressed to the individual directors or firm of auditors, as applicable, not later than 21 days prior to the date of the Meeting.

21. Delivery of the Meeting Materials in the manner directed by this Order shall be deemed to be good and sufficient service upon the CGGG Shareholders, the directors and auditors of the Applicant of:

(a) the Originating Application;

(b) this Order;

(c) the Notice of the Meeting; and

(d) the Notice of Originating Application.

Final Application

22. Subject to further order of this Court, and provided that the CGGG Shareholders have approved the Arrangement in the manner directed by this Court and the directors of the Applicant have not revoked their approval, the Applicant may proceed with an application for a final Order of the Court approving the Arrangement (the "**Final Order**") on February 22, 2021 at 2:00 p.m. (Calgary time) or so soon thereafter as counsel may be heard. Subject to the Final Order and to the issuance of the proof of filing of the articles of arrangement, the Applicant, all CGGG Shareholders and all other persons affected will be bound by the Arrangement in accordance with its terms.

23. Any CGGG Shareholder or other interested party (each an "**Interested Party**") desiring to appear and make submissions at the application for the Final Order is required to file with this Court and serve upon the Applicant, on or before 2:00 p.m. (Calgary time) on February 19, 2021, a notice of intention to appear ("**Notice of Intention to Appear**") including the Interested Party's address for service (or alternatively, a facsimile number for service by facsimile or an email address for service by electronic mail), indicating whether such Interested Party intends to support or oppose the application or make submissions at the application, together with a summary of the position such Interested Party intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of this notice on the Applicant shall be effected by service upon the solicitors for the Applicant, McLeod Law LLP, Suite 500, 707 – 5th Avenue S.W., Calgary, Alberta, T2P 0Y3, Attention: Spencer Chimuk.

24. In the event that the application for the Final Order is adjourned, only those parties appearing before this Court for the Final Order, and those Interested Parties serving a Notice of Intention to Appear in accordance with paragraph 23 of this Order, shall have notice of the adjourned date.

Leave to Vary Interim Order

25. The Applicant is entitled at any time to seek leave to vary this Order upon such terms and the giving of such notice as this Court may direct.

"*The Honourable Madam Justice K. Eidsvik*"

Justice of the Court of Queen's
Bench of Alberta

APPENDIX E

DISSENT RIGHTS

BRITISH COLUMBIA (in respect of the Continuation)

***Business Corporations Act* (British Columbia)**

Division 2 — Dissent Proceedings

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238

(1)(g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry

239 the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on,

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91, or

(iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both

(b) the registered owner and the beneficial owner, and

(c)cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

240 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

241 (1)If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting,

and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

242 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

243 (1) A shareholder intending to dissent in respect of a resolution referred to in section

238 (1) (a), (b), (c), (d), (e) or (f) or (1.1) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(1) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or (b) if the resolution or statement does not specify a date, in accordance with subsection 1 of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

244 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

245 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(c) After the dissenter has complied with subsection (1), the dissenter is deemed to have sold to the company the notice shares, and

(d) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(3) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(4) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(5) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

246 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the

dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

247 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those

notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

248 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

ALBERTA (in respect of the Arrangement)

Section 191 of the Business Corporations Act (Alberta)

Shareholder's right to dissent

191(1) Subject to sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,

(b) amend its articles under section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,

(b.1) amend its articles under section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in section 15.2(1),

(c) amalgamate with another corporation, otherwise than under section 184 or 187,

(d) be continued under the laws of another jurisdiction under section 189, or

(e) sell, lease or exchange all or substantially all its property under section 190.

(2) A holder of shares of any class or series of shares entitled to vote under section 176, other than section 176(1)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2) (a) at or before any meeting of shareholders at which the resolution is to be voted on, or (b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5), to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the application, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the *Alberta Rules of Court*,

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13), whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution, and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after (a) the pronouncement of an order under subsection (13), or (b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares, notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder's full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.

RSA 2000 cB-9 s191;2005 c40 s7;2009 c53 s30

APPENDIX F

INFORMATION CONCERNING SOFTLAB9 TECHNOLOGIES INC.

Notice to Reader

Unless the context indicates otherwise, capitalized terms which are used in this Appendix F and not otherwise defined in this Appendix F have the meanings given to those terms under the heading "*Glossary of Terms*" in this Circular. References to "**Softlab9**" or "**the Company**" in this appendix refer to Softlab9 Technologies Inc.

Forward-Looking Statements

Certain statements contained in this Appendix F, and in certain documents incorporated by reference in this Appendix F, may constitute forward looking statements or information (collectively, "**forward-looking statements**") within the meaning of applicable Canadian securities laws. Such forward-looking statements relate to future events or the Company's future performance. See the heading "*Forward-looking Statements*" in this Circular.

Corporate Structure

The Company's name is "Softlab9 Technologies." The Company's registered and head office is located at Suite 610 - 700 West Pender Street, Vancouver BC V6C 1G8.

The Company was incorporated under the BCBCA on October 30, 2014 as "CDN BVentures Ltd." Subsequently, the Company underwent a number of name changes: on May 21, 2017, it changed its name to Appature Mobile Applications; on March 27, 2018, it changed its name to APPx Crypto Technologies Inc.; on October 24, 2018, the Company changed its name to APPx Group Holdings Inc.; on March 6, 2019, the Company change its name to Softlab9 Software Solutions Inc.; and on July 14, 2020, the Company changed its name to "Softlab9 Technologies Inc."

Subsidiaries

The Company has three inactive direct subsidiaries: APPx Technologies Inc. (BC) (which the Company owns as to 90.56% and which in turn owns 100% of Appature Technologies Inc. (AB), and RewardDrop Software Inc. (Canada) of which the Company owns 100%.

Narrative Description of the Business

The Company is a public company listed on the CSE that operates as a technology incubator, specializing in launching, acquiring, and vertically integrating technology companies on a global basis. Past focuses of endeavour have been in the areas of distributed ledger technology, cryptocurrency, fintech, and mobile applications. With the Acquisition and other potential transactions described below, the Company is directing its activities into the markets for green cleansers and disinfectant and the markets for personal protective equipment and sanitizing products that have been driven by the COVID-19 pandemic.

On February 27, 2018, the Company completed a non-brokered private placement of 7,511,000 special warrants at a price of $0.10 per special warrant for gross proceeds of $751,100. Each special warrant was exercisable for no additional consideration into one Softlab9 Share and was subject to deemed exercise on the earlier of: (a) September 28,

2018, and (b) the third business day after a receipt is issued for a final prospectus by applicable securities regulatory authorities qualifying the Softlab9 Shares to be issued upon the exercise or deemed exercise of the special warrants. In connection with this private placement the Company paid finder's fees to four arm's length parties, including issuing an aggregate of 463,820 Softlab9 Shares at a deemed price of $0.10 per share, and warrants to purchase up to 200,000 Softlab9 Shares exercisable until February 28, 2019 at $0.25 per share.

On March 2, 2018, the Company completed a share exchange agreement with RewardDrop Software Inc. ("**RSI**"), a private Montreal, Quebec-based mobile application, blockchain and cryptocurrency software development company. The transaction was a reverse takeover acquisition of the Company by RSI, as a result of which the former shareholders of RSI owned a majority of the then issued and outstanding Softlab9 Shares. The Company issued 33,333,333 common shares in exchange for all of the issued and outstanding shares of RSI.

On March 13, 2018, the Company issued 19,300,000 special warrants on a brokered private placement basis, pursuant to the terms and conditions of an agency agreement (the "**Agency Agreement**") with Mackie Research Capital Corporation. (the "**Agent**"). The Company received gross proceeds of $1,930,000 and net proceeds of $1,725,362 from the private placement. Pursuant to the Agency Agreement, the Company issued an aggregate of 1,351,000 agent's warrants to the Agent, representing 7% of the special warrants sold in the private placement. An additional 500,000 advisory warrants and 100,000 Softlab9 Shares were issued to the Agent in consideration of advisory services rendered under the agreement. Each warrant issued to the Agent was exercisable until March 13, 2020 to purchase one additional Softlab9 Share at a price of $0.10. All of the securities issued pursuant to the March 13, 2018 private placement were subject to a four month hold period.

Effective June 28, 2018, the 7,511,000 special warrants issued February 27, 2018 were deemed exercised and converted into 7,511,000 Softlab9 Shares.

On July 5, 2018, the Company issued 7,511,000 Softlab9 Shares pursuant to the exercise of the special warrants issued on February 27, 2018.

Effective July 30, 2018, 19,300,000 special warrants issued March 13, 2018 were deemed exercised and converted into 19,300,000 Softlab9 Shares.

On July 30, 2018, the Company issued 19,300,000 shares pursuant to the exercise of the special warrants issued on March 13, 2018.

On October 10, 2018, the Company received a final receipt for a long form prospectus from the provinces of British Columbia, Alberta, Manitoba, and Ontario, qualifying the issuance of 26,811,000 Softlab9 Shares issued on exercise of the 26,811,000 special warrants issued on February 27,2018 and March 13, 2018.

On November 1, 2018, the Company began trading on the CSE under the symbol "APPX" as a technology incubator specializing in developing, launching, acquiring and vertically integrating technology companies.

On November 9, 2018, the Company announced the entry into a definitive share exchange agreement with the sole shareholder of Santos Torres Ltd. ("STL"), a private company in the business of sales, marketing, and business development with a focus on Asia. Pursuant to the STL acquisition, the Company issued 3,333,334 Softlab9 Shares in exchange for all of the outstanding share capital of STL.

On November 11, 2018, the Company issued 5,277,733 stock options to directors, officers, employees and consultants. On November 11, 2018, the Company issued 166,667 Softlab9 Shares to each of two advisors for their services.

On November 29, 2018, the Softlab9 Shares began trading through the Frankfurt Stock Exchange Open Market.

On March 6, 2019, the Company completed a share consolidation on the basis of 1 post-consolidation Softlab9 Share for every 1.5 pre-consolidation Softlab9 Shares. The Company also announced that it has changed its name to Softlab9 Software Solutions Inc. and its CSE symbol to "SOFT" to reflect its evolving business focus on Fintech and software development.

On May 21, 2019, the Company announced the departures of the Company's former Chief Information Officer and Chief Technology Officer who were involved with RSI's CatchCoin and the voluntary cancellation 20,154,444 Softlab9 Shares owned by them. The Company also announced the resignation of the Company's president and the divestiture of CatchCoin and the Company's cryptocurrency miners. The Company announced that it would continue to develop its remaining software application, as well as exploring other new business opportunities to create shareholder value.

On August 28, 2019, the Company consolidated the Softlab9 Shares on the basis of 1 new Softlab9 Share for every 13 existing Softlab9 Shares.

On September 2, 2019, the Company issued 2,862,411 Softlab9 Shares in settlement of debt of $257,617 owed to four creditors, including the issuance of an aggregate of 954,444 Softlab9 Shares (representing $85,900 of debt) to two non-arm's length creditors.

On October 22, 2019, the Company issued 1,008,333 Softlab9 Shares to settle debt of $121,000 owed to two arm's-length creditors and announced the appointment of Alnoor Nathoo to the Company's Board.

On November 18, 2019, the Company entered into a letter of intent with GEMX Exchange Ltd. ("**GEMX**"), related to the proposed acquisition of GEMX's business. GEMX is a British Columbia-based mining and marketing company engaged in the mining of gemstones and fossils in Alberta, for production, cutting and resale of gemstones, jewelry and finished gemstone-bearing fossils. The terms of the letter of intent provided for the Company to acquire a 100-per-cent interest in GEMX's mineral claims and a variety of gemstone and fossil inventory at various stages of production, and to absorb GEMX's development program and key personnel into its operations. As part of the GEMX transaction, the Company would be required to raise between a minimum $1 million and a maximum of $3 million prior to the closing, and issue to GEMX up to 22,955,655 Softlab9 Shares at the closing at a deemed price of $0.40 per share, for a total acquisition value of $9,142,262.00. The GEMX transaction would be a "fundamental change" for the Company under the CSE policies, and would be subject to shareholder and CSE approval.

On May 21, 2020, the Company announced the termination of its letter of intent with GEMX and announced that it had entered into a letter of intent with CleanGo GreenGo Inc. ("**CGGG**") a Canadian manufacturer of a suite of green, non-toxic, and biodegradable cleaning products for industrial, commercial and consumer markets. CGGG, through its wholly owned Nevada subsidiary, is also a manufacturer of hand sanitizer gel sold throughout USA and Canada. CGGG's products are sold on various online platforms, including Amazon, as well being distributed to retailers, wholesalers, and government agencies.

On June 17, 2020, the Company completed the first tranche of a non-brokered private placement offering of up to $2.0 million (the "**Offering**"), issuing 3,193,500 units of the Company's securities at a price of CAD$0.35 per unit. Of those units, 982,457 were issued in settlement of $343,860 of debt. The Company received gross cash proceeds of $773,865. The units comprised one Softlab9 Share and one-half of one transferable common share purchase warrant. Each whole warrant entitles the holder to purchase for two years from the date of issue one additional Softlab9 Share at an exercise price of CAD$0.60. The Company issued 25,175 Softlab9 Shares as finder's fees in connection with the first tranche of the Offering.

On June 19, 2020, the Company announced the reformation of its advisory board and the appointment of two members, Mr. Kalyan Chinnamanthur, an executive with international experience in business development, growth and operations with a focus on brand expansion, distribution, and retail execution, and Mr. Marc Enright-Morin, an investment banking executive and entrepreneur.

On July 14, 2020, the Company announced its change of name from "Softlab9 Software Solutions Inc." to "Softlab9 Technologies Inc." The name change was approved by the board of directors of the Company to reflect that the Company's business is not restricted to software related ventures, but has a broader general technology focus for its operations. The change of name became effective for trading on the CSE on July 20, 2020.

On July 21, 2020, the Company closed the second and final tranche of the Offering. The Company issued an additional 5,424,415 units of which 172,200 were issued in settlement of $60,270 of debt. The Company received gross cash proceeds of $1,898,545.25. An additional 12,800 Softlab9 Shares were subsequently issued as finders' fees in connection with the Offering.

On August 25, 2020, Softlab9 signed a letter of intent with HEG, S. de C.V. (HEG) in respect of the acquisition of exclusive rights to distribute Level II, Level III and Level IV isolation gowns and coveralls, as well as surgical masks in Canada. HEG is a privately owned Mexican corporation with over 23 years' experience specializing in direct to business supply of products to protect the health and safety of people in the workplace. The products are manufactured in Mexico at HEG's factory. The transaction is subject to due diligence and the signing of a definitive agreement.

On August 24, 2020, the Company signed a letter agreement with Emergence Technology Pty Ltd., an Australian company, for exclusive sub-distribution rights of five different COVID-19 Rapid Test Kits for the detection of the novel coronavirus, SARS-COV-2. This agreement was amended on November 13, 2020 to include additional products under the letter agreement. The parties have completed their due diligence and are negotiating a definitive distribution agreement.

On October 19, 2020, the Company announced that it had signed a letter of intent for the arm's length acquisition of Kosan Medical Company Ltd., a provider of medical grade, protective apparel and gear. Kosan Medical has an established network of global suppliers and manufacturing partners of medical grade PPE, as well as producing their own masks and gowns in Vancouver, BC. As part of the acquisition, the Company will also acquire Kosan's existing website masksandequipment.com, which will provide a platform where businesses and consumers alike can purchase high quality, medical grade PPE gear. The transaction remains subject to due diligence and the entering of a definitive agreement.

On November 13, 3202 the Company settled debt of $146,175 through the issuance of 308,886 Softlab9 Shares at a deemed price of $0.46.

On November 20, 2020, the Company and CGGG entered into the Arrangement Agreement and the Softlab9 Shares were halted pending completion of the Acquisition and completion of the Fundamental Change.

In connection with the Acquisition, Softlab9 intends to complete the Private Placement to raise a minimum of $1 million and a maximum of $3 million. As of the date of this Circular, management of Softlab9 expects the Private Placement will be comprised of units at approximately $0.40 consisting of one Softlab9 Share and one half of one share purchase warrant exercisable for 18 months at an expected exercise price of $0.70 per whole warrant. Management expects that the warrants will be subject to a right of acceleration in favour of Softlab9 following the expiry of the statutory hold period, if, the closing price of the Softlab9 Shares trade on the CSE at or above $1.00 for ten consecutive trading days.

Documents Incorporated by Reference

Information has been incorporated by reference in this Circular, including this Appendix F, from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated in this Information Circular by reference may be obtained on request without charge from the Softlab9 at Suite 605, 815 Hornby Street, Vancouver, British Columbia V6Z 2E6. In addition, copies of the documents incorporated by reference herein may be obtained by accessing the disclosure documents available through the internet on the SEDAR website at www.sedar.com.

The following documents of Softlab9 are filed with the securities commissions in the provinces of British Columbia, Alberta, Manitoba and Ontario and are specifically incorporated by reference in and form an integral part of this Circular:

(a) the audited consolidated financial statements of Softlab9 as at December 31, 2019 and 2018 and for the years ended December 31, 2019 and 2018, together with the notes thereto and the auditor's report thereon ("**Softlab9 Annual Financial statements**");

(b) Softlab9 management's discussion and analysis of the financial and operating results of Softlab9 for the year ended December 31, 2019 ("**Softlab9 Annual MD&A**");

(c) Softlab9's amended and restated interim unaudited financial statements as at September 30, 2020 and for the three and nine months ended September 30, 2020, together with the notes thereto ("**Softlab9 Interim Financial statements**");

(d) Softlab9 management's discussion and analysis of the financial and operating results of Softlab9 for the three and nine months ended September 30, 2020 and 2019 ("**Softlab9 Interim MD&A**");

(e) The management information circular dated August 13, 2020 for the annual general and special meeting of Softlab9 held on September 24, 2020;

(f) the Arrangement Agreement; and

(g) the material change report of Softlab9 dated November 24, 2020 relating to the Arrangement.

Selected Financial Information and Management Discussion and Analysis

The following table sets forth selected financial information for the Company for the financial years ended December 31, 2019, December 31, 2018 and December 31, 2017. This information is derived from the financial statements for the Company and should be read in conjunction with those financial statements, which are included in the Circular or incorporated by reference herein. A copy of the Company's annual financial statements previously filed with applicable securities commissions are available on the Company's SEDAR profile at www.sedar.com.

	December 31, 2019 (audited)	December 31, 2018 (audited)	December 31, 2017 (audited)
Net income (loss)	(2,151,778)	(5,050,911)	(272,040)
Earnings (loss) per share, basic and diluted	(0.37)	(1.23)	(2,720.40)
Total Assets	172,746	455,088	15,000
Total non-current financial liabilities	Nil	Nil	Nil

Quarterly Information

The following is selected quarterly financial information for the Company for the eight quarters preceding the date hereof:

Summary of quarterly results	Q3 Sept. 30, 2020	Q2 June 30, 2020	Q1 March 31, 2020	Q4 Dec. 31, 2019	Q3 Sept. 30, 2019	Q2 June 30, 2019	Q1 March 31, 2019	Q4 Dec. 31, 2018
Revenues	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Net income (loss)	(1,069,017)	(552,227)	(95,713)	(776,266)	(149,770)	(298,072)	(927,670)	(2,810,823)
Loss per share	(0.07)	(0.06)	(0.01)	(0.09)	(0.02)	(0.07)	(0.16)	(0.50)

Copies of the respective unaudited interim financial statements for the interim periods listed above are available on the Company's SEDAR profile at www.sedar.com.

Dividends

The Company has not paid dividends in the past.

Management Discussion and Analysis

Copies of the Company's annual and interim MD&A related to its financial statements are available on the Company's SEDAR profile at www.sedar.com.

Consolidated Capitalization

Description of Share Capital

The Company is authorized to issue an unlimited number of Softlab9 Shares, which are voting common shares without par value.

Holders of Softlab9 Shares are entitled to receive notice of and to attend all meetings of the shareholders of the Company and to one vote in respect of each Softlab9 Share held at all such meetings.

Holders of the Softlab9 Shares are entitled to receive, if, as and when declared by the Softlab9 Board such dividends as may be declared by the Company from time to time. The holders of Softlab9 Shares are entitled to receive and participate in any dividends declared by the Softlab9 Board on the Softlab9 Shares.

Holders of Softlab9 Shares are entitled to participate rateably in any liquidation, dissolution or winding-up of Softlab9 or other distribution of the assets of Softlab9 among its securityholders for the purpose of winding up its affairs.

Market for Securities

The Company is a reporting issuer in British Columbia, Alberta, Manitoba, and Ontario. The Softlab9 Shares are listed for trading on the CSE under the symbol "SOFT" and trade through the OTC markets under the symbol "SOFSF" and through the Frankfurt Stock Exchange Open Market under the symbol "APO2". The Softlab9 Shares are halted at present pending completion of the Acquisition.

Options to Purchase Securities

The Company has a 10% "rolling" stock option plan ("**Option Plan**"), most recently approved by Softlab9 Shareholders at the Company's 2020 annual general meeting on September 24, 2020 (the "**2020 AGM**"). The purpose of the Option Plan is to advance the interests of the Company and its shareholders by attracting, retaining and motivating the performance of selected directors, officers, employees or consultants of the Company of high caliber and potential and to encourage and enable such persons to acquire and retain a proprietary interest in the Company by ownership of its stock. The Option Plan provides that, subject to the requirements of the CSE, the aggregate number of securities reserved for issuance, set aside and made available for issuance under the Option Plan may not exceed 10% of the issued and outstanding shares of the Company at the time of granting of options (including all options granted by the Company to date).

The number of Softlab9 Shares which may be reserved in any 12-month period for issuance to any one individual upon exercise of all stock options held by that individual may not exceed 5% of the issued and outstanding Softlab9 Shares of the Company at the time of the grant.

The number of Softlab9 Shares which may be reserved in any 12-month period for issuance to any one consultant may not exceed 2% of the issued and outstanding Common Shares and the maximum number of Softlab9 Shares which may be reserved in any 12-month period for issuance to all persons engaged in investor relations activities may not exceed 2% of the issued and outstanding Softlab9 Shares of the Company. The Option Plan provides that options granted to any person engaged in investor relations activities will vest in stages over 12 months with no more than ¼ of the stock options vesting in any three-month period.

Shareholders also approved at the 2020 AGM a restricted stock unit plan previously approved by the Softlab9 Board in June 2020 (the "**RSU Plan**"). The RSU Plan is designed to provide certain directors, officers, employees and consultants and other key employees (an "Eligible Person") of the Company and its related entities with the opportunity to acquire restricted share units ("**RSUs**") of the Company, thereby allowing an Eligible Person to participate in the long term success of the Company thus promoting the alignment of an Eligible Person's interests with the Softlab9 Shareholders.

The RSU Plan allows the Company to grant RSUs, under and subject to the terms and conditions of the RSU Plan, which may be exercised to purchase up to a fixed maximum number of 1,000,000 Softlab9 Shares.

Outstanding Securities

	Outstanding as of the date of this Circular	Outstanding as of December 31, 2019
Softlab9 Shares issued and outstanding	17,496,851	8,251,565
Stock options	308,000	340,000
Warrants	4,270,249	Nil

Prior Sales

The following table summarizes the issuances of securities of the Company within the 12 months prior to the date hereof:

Date of issue	**Description**	**Number of securities**	**Price per security**	**Total issue price**
2020/10/29	Common shares (finder's fees for private placement)	12,800	$0.35 (deemed)	$4,480 (deemed)
2020/10/28	Common shares (debt settlement)	300,000	$0.46 (deemed)	$138,000 (deemed)
2020/10/16	Common shares (finder's fees for private placement)	25,175	$0.35(deemed)	$8,811.25 (deemed)
2020/10/09	Common shares (debt settlement)	8,886	$0.92 (deemed)	$8,175 (deemed)

2020/10/07	Common shares (exercise of warrants)	7,143	$0.60	$4,285.80
2020/10/05	Common shares (debt settlement)	51,546	$0.97 (deemed)	$50,000 (deemed)
2020/09/17	Common shares (debt settlement)	7,770	$1.25 (deemed)	$9,712.50 (deemed)
2020/09/17	Common shares (exercise of options)	140,000	$0.12	$16,800
2020/09/03	Common shares (debt settlement)	32,050	$0.35 (deemed)	$11,217.50
2020/08/28	Common shares (exercise of warrants)	2,000	$0.12	$240
2020/07/21	Units (one common share and one-half warrant) (private placement)	5,424,415 units	$0.35	$1,898,545.25
2020/06/23	Common shares (exercise of incentive options)	40,000	0.12	$4,800
2020/06/17	Units (one common share and one-half warrant) (private placement)	3,193,500	$0.35	$1,117,725

Stock Exchange Price

The Softlab9 Shares are listed on the CSE as of the date hereof under the symbol "SOFT". The following table sets out the high and low trading price and volume of trading of Softlab9 Shares on the CSE during the last 12 months. The Softlab9 Shares were halted from trading on November 20, 2020 pending completion of the Fundamental Change.

Period	High $	Low $	Volume
November 2020	0.56	0.35	869,006
October 2020	1.08	0.35	1,499,405
September 2020	1.34	0.80	439,626
August 2020	1.94	0.89	1,954,371
July 2020	1.40	0.61	353,485
June 2020	1.42	0.75	1,378,302
May 2020	0.75	0.36	820,786
April 2020	0.36	0.10	752,590
March 2020	0.165	0.10	61,245

February 2020	0.18	0.09	213,899
January 2020	0.20	0.15	36,975
December 2019	0.28	0.15	83,733

Escrowed Securities

There are no Softlab9 Shares that are subject to escrow as of the date of this Circular.

Principal Holders of Voting Securities

To the knowledge of the Company there is no person or company that beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting shares of the Company. Board and its executive officers, the following table sets out any person or company that beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting shares of the Company.

Interest of Informed Persons in Material Transactions

Except as otherwise disclosed in this Circular, there are no material interests, direct or indirect, of any director or executive officer, or any person who beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the voting rights attached to all outstanding securities of Softlab9, or other Informed Person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) in any transaction since December 31, 2019 or in any proposed transaction that has materially or will materially affect the Company or any of its subsidiaries. See the heading "*Interests of Certain Persons or Companies in the Acquisition*" in this Circular.

Risk Factors

Risks related to the Acquisition and New Softlab9 Shares are discussed under the heading "*Risk* Factors" in this Circular*.*

If the Acquisition is not completed, Softlab9 will continue to face the risk factors that it currently faces with respect to its business and affairs, in addition to those risks related to completion of the Acquisition and described under the heading "Risk Factors" in this Circular. The current risks faced by the Company are described in Softlab9's management's discussion and analysis documents (which are incorporated by reference in this Circular and also available under Softlab9's issuer profile on SEDAR at www.sedar.com) and under the heading "*Risk Factors*" in this Circular.

Promoters

Not applicable.

Material Contracts

Other than as disclosed in this Circular, during the 12 months prior to the date of this Circular, Softlab9 has not entered into any contracts, nor are there any contracts still in effect, that

are material to the business, other than contracts entered into in the ordinary course of business.

Legal Proceedings and Regulatory Actions

During the 12 months prior to the date of this Circular, there were no legal proceedings to which the Company is or was a party, or that any of its property is or was the subject of, which involves a claim for damages in an amount, exclusive of interest and costs, that exceeds 10% of the Company's current assets and it is not aware of any such legal proceedings that are contemplated.

During the 12 months prior to the date of this Circular, there were no penalties or sanctions imposed against the Company by a court relating to securities legislation or by a securities regulatory authority, nor have there been any other penalties or sanctions imposed by a court or regulatory body against the Company that would likely be considered important to a reasonable investor in making an investment decision, and it has not entered into any settlement agreements before a court relating to securities legislation or with a securities regulatory authority.

Auditor, Transfer Agent and Registrar

The Company's auditor is Saturna Group Chartered Professional Accountants LLP, of Suite 1250, 1066 West Hastings Street, Vancouver, BC V6E 3X1

The Company's transfer agent and registrar is TSX Trust Company, Suite 1250, 1066 West Hastings Street, Vancouver, BC V6E 3X1.

Additional Information

Additional information relating to Softlab9 is available on SEDAR at www.sedar.com. Financial information in respect of Softlab9 and its affairs is provided in the Softlab9 Annual Financial Statements, Softlab9 Annual MD&A, Softlab9 Interim Financial Statements, and Softlab9 Interim MD&A which can be accessed on SEDAR at www.sedar.com.

APPENDIX G

INFORMATION CONCERNING CLEAN GO GREEN GO INC.

Notice to Reader

Unless the context indicates otherwise, capitalized terms which are used in this Appendix G and not otherwise defined in this Appendix G have the meanings given to such terms under the heading "*Glossary of Terms*" in this Circular.

Forward-Looking Statements

Certain statements contained in this Appendix G, constitute forward looking statements or information (collectively, "**forward-looking statements**") within the meaning of applicable Canadian securities laws. Such forward-looking statements relate to future events or CGGG's future performance. See the heading "*Forward-looking Statements*" in this Circular.

Corporate Structure

CGGG is incorporated under the Act and its head and registered office is located at Unit #422 234-5149 Country Hills Blvd, Calgary, Alberta, T3A 5K8. CGGG is a privately held company. CGGG is not a reporting issuer in any province or territory of Canada.

CleanGo GreenGo Inc. was incorporated on May 14, 2018 under the laws of the State of Nevada, United States of America and is a wholly owned subsidiary of CGGG. Its registered office is 2372 Morse Ave Ste 466, Irvine, CA, 92614.

Narrative Description of the Business

CGGG is a vertically integrated and horizontally differentiated organization that is an FDA and Health Canada approved manufacturer of a suite of green, non-toxic, and biodegradable cleaning products for industrial, commercial and consumer markets. CGGG also manufactures hand sanitizer gel and wipes which are sold throughout the USA and Canada. CGGG was recently issued a Drug Identification Number (DIN) for each of the Industrial and Total Purpose sprays and is actively pursuing DINs for the wipes and fogging lines. The DIN number has strategic importance as it enables CGGG to make disinfecting claims (e.g., kills 99.9% of bacteria), as opposed to sanitizing claims only. Further, the hard kill data sheet, which was generated in compliance with United States Environmental Protection Agency (EPA) guidance, indicates that the product kills the human coronavirus, and numerous others, in a 10-minute standard exposure test.

The active ingredient in CGGG's proprietary solution was tested in 2015 by the US EPA and found effective against bacteria and viruses, including the human coronavirus on a hard surface. CGGG's products are sold on various online platforms including Amazon and Walmart.com, as well as through distribution in retail, wholesale, and government agencies.

Additionally, it is important to note that many jurisdictions have regulatory laws in place that protect employees from harmful chemical exposure. Per Quantum Compliance's Safety Data Sheet ("**SDS**"), and the Global Harmonization Certification ("**GS1**"), CGGG meets all regulations in North America, Europe and Asia and is a safer alternative than Simply Green, Seventh Generation or Method Daily Shower Spray. By comparison, CGGG's products are the greenest relative to its previously mentioned "green" competitors.

Many raw materials are sourced locally in Canada for CGGG's Canadian market. Labels and bottles are from domestic suppliers and product for the Canadian market is manufactured and

bottled in a Calgary-based facility and circulated through CGGG's distribution network. The same sourcing and processing model apply in the US for CGGG's American market, through CGGG's Newberry Park, California third-party facility. CGGG's wipes are sourced from Asian markets, and provisions are in place for white-label bottling in the Asian markets should the need arise. CGGG has found that some purchasers are reluctant to stock a product unless it is made domestically; whether in the Canadian or US markets. Having a "domestically-made" seal is an integral part of CGGG's marketing strategy. CGGG has agreements for white-labelling products and selling under the corporate banner.

In Canada, CGGG's formulations are blended in Edmonton, Alberta. In the US, CGGG blends in Newberry Park, California. Both formulators are subject to non-disclosure agreements.

Products are sold to an international customer base, which includes major retailers, online distributors, specialty boutiques, government agencies, and oil and gas firms/service companies.

Products

CGGG's product line contains three staple green, non-toxic, proprietary cleaner/sanitizing disinfecting sprays including Total Purpose (green), Fabric & Carpet (blue), and Industrial (black). CGGG has also procured and developed a hand sanitizer, sanitizing wipes, and fogging equipment; and is currently in the final stages of development for two new proprietary products including a non-alcohol-based cream hand sanitizer and a disinfectant spray, which can be used with CGGG's fogging equipment.

The products work through a process known as emulsification; whereas the spray binds with the stain to promote removal. In terms of the DIN claims, the product binds with the virus, destabilizes, and ultimately kills the virus.

The issuance of DIN numbers, along with current EPA registrations enables CGGG to increase its target market to include residential, commercial and industrial applications, and new product development.

Residential (Industrial, Fabric & Carpet, Total Purpose, and Sanitizing Wipes)

Stains are inherent in day-to-day activities. Further, the COVID-19 pandemic has underscored the importance of maintaining a clean and sanitary environment in places such as aircrafts, shopping malls, hotels, and even private residences. With future pandemics being predicted by experts, the manufacture and supply of sprays and sanitizers that can deactivate infectious viruses and bacteria, under the certification of a DIN, is predicted to become one of the fastest growing market segments.

Total Purpose, Industrial, and Fabric and Carpet disinfecting green cleaners are a breakthrough in cleaning technology. Harnessing the power of emulsification, our products are safe for use around children and pets. CGGG's product offerings can clean everything in your home, and make it smell like new, while eliminating 99.9% bacteria and germs. Further, the products are certified with a Cruelty Free/Leaping Bunny certification; indicating that there has been no product testing on animals, blending to end user application. CGGG's product offerings are multipurpose and can be used for wiping surfaces, carpet cleaning, and even in the household laundry cycle.

Commercial (Encompassing Medical, Hospitality Industries, Commercial Cleaning and Car Washes)

DIN certification has established the credibility of the CGGG product line as a disinfectant capable of killing 99.9% of viruses. The products compete directly with currently established offerings, but with the added advantage of touting a "green" designation to differentiate CGGG from traditional, peroxide or alcohol-based competitor products.

With the addition of a foaming agent, the base product has proven effective in trials at select car wash facilities. The product line completely cleans all aspects of a vehicle, equally effective on exterior and interior surfaces alike.

Industrial, Concrete Cleaning and Enhanced Oil Recovery (EOR)

Cleaning requirements extend beyond the household. Through a derivative of CGGG's base product, which is protected intellectual property, the emulsification action binds to industrial stains to clean concrete and industrial stains such as locomotive grease, mining dust, and other environmental contaminants.

In the oil and gas sector, the emulsification acts as a surfactant that binds to medium to heavy oil to transport previously un-mobilized or residual oil from an injection well to a production well. By mobilizing stranded oil, the net present value of the reservoir is increased, as is the ultimate recovery of initial oil in place.

Through laboratory testing, the derivative product also enhances hydrochloric acid cleanouts in reservoir-damaged wellbores, increasing wellbore productivity. CGGG has partnered with an oilfield service company to enhance wellbore productivity for oil and gas companies seeking to enhance productivity of existing infrastructure without drilling new wells.

Oil and gas operations historically utilize toxic chemicals, but as CGGG's offerings are certified green, these derivative products do not require regulatory approval or infrastructure overhauls to be deployed.

New Products

CGGG currently has a patent pending for a non-alcohol-based hand sanitizer. This product is a cream-based hand lotion sanitizer, which uses patented CGGG intellectual property in conjunction with a host of other natural products to create a product with the same efficiency as 70% alcohol, but without the use of alcohol. A DIN application has been commenced and CGGG anticipates DIN issuance by the end of February 2021 from Health Canada.

As additional products are developed, the intellectual property will be protected with legal protection afforded by patents.

Marketing

CGGG has two commissioned sales staff on salary to actively create brand awareness through the internet, Amazon platforms, socially distanced meetings, and telecommunication mediums. Web funneling, which analyzes consumers' purchasing habits and directs traffic to our web page, is being utilized. The marketing staff also makes use of popular social and business networking sites such as Facebook, Twitter, Instagram and LinkedIn to deliver

product information to consumers and has developed a number of effective tools to drive sales through major online shopping platforms as well as CGGG's own sites. CGGG has also procured government supply contracts with government agencies such as the State of Alaska and is currently working with the Province of Ontario**.**

Employees

At the date of this Circular, CGGG has 13 employees in its Calgary office and two in its US office and outsources additional requirements with contingent staff. Employees are multidisciplinary, across all areas of its business, including management, product design, product sourcing, logistics, information technology, analysis, sales and marketing, technical services and administration. Legal services are outsourced to a Calgary-based firm.

Environmental Protection

CGGG complies with all applicable environmental, health and safety laws. In particular, the proprietary formulations marketed by CGGG satisfy strict labeling instructions in accordance with EPA, Health Canada and other applicable international regulatory standards concerning the safe handling of such products. In addition, customers are provided with detailed instructions for disposing of chemicals or chemical waste. These instructions are designed to meet all relevant appropriate local environmental standards for the permitted levels of such formulations.

Competitive Conditions

CGGG faces direct competition from other wholesale distribution companies who offer competing chemicals and those that claim to be "green" when in fact they are not. The cleaning industry is sensitive to new entrants and CGGG, through the federal scientific certifications and new product development described above, aims to differentiate its products in an effort to mitigate competitive pressures. In addition to securing DIN numbers and patents, CGGG engages in cooperative marketing and advertising campaigns that support sales of its products by major retailers and online sales vendors such as Amazon and Walmart.com. While there are other distributors offering similar technologies and products, CGGG distinguishes itself from competitors by distributing proprietary products at competitive prices that are of the highest quality, non-toxic, environmentally friendly and truly green.

Intangible Properties

CGGG believes that its trademarks, patents and regulatory registrations are important to its competitive position. A substantial element of CGGG's marketing strategy involves the creation of brand awareness in respect of its trademarks and patented products. Where possible, trademarks are registered in all major market jurisdictions and are presently registered in Canada, the United States and parts of the European Union. Where required, regulatory registrations have been made or will be pursued in all markets where CGGG sells chemical formulations. All registrations are renewable, and procedures are in place to ensure timely renewal, so these registrations will remain in effect.

CGGG utilizes patent pending intellectual property. The patent was filed with the United States Patent and Trademark Office in February 2020. The CGGG formulations are protected with a provisional patent, with a 30-month option to be registered worldwide. CGGG has applied for a trademark on the Clean Go Green Go name through its American and Canadian divisions, and recently received a trademark in Germany.

Seasonality

Cleaning and production enhancement of oil and gas wells are generally year-round activities and not seasonal in nature, with the exception of the "spring break up" period, which generally runs from mid-March to June of each calendar year. Revenue streams in all three divisions are generally regarded as organic. As pilots are completed, and the product is proven to be effective, clients gravitate towards effective results and price.

Economic Independence

Revenues are not held with an exclusive licensing agreement with any particular organization. We have established inroads with Canadian Tire, Walmart Online, Sobeys Canada, and Save on Foods, to name a few.

Foreign Operations

Revenue streams are generated from sales in Canada and the United States, with revenue split 65%/35% respectively.

Market Analysis

Market Segmentation

CGGG products are sold and marketed to two distinct categories of customers:

1) Residential Consumers (Total Purpose, Fabric & Carpet, Industrial, Commercial, CleanGo Sanitizing wipes, and the CleanGo GreenGo On the Go), and

2) Businesses (Commercial): Big Box Stores, Wholesale Clubs and Direct to Business.

Consumer Statistics

With Millennials and Generation-X becoming mainstream influencers through social media, and the growing market demographic, these individuals are willing to spend more for a product that will reduce their individual impact on the environment. Further, they are unwilling to commit to a brand that will increase the overall amount of time required for cleaning due to inferior cleaning power.

Some demographic information for this group is as follows:

- Ages 25 - 60;
- Median household income of $61,000;
- 25% of the people commute by bicycle or use mass transportation;
- 80% of the people live in an urban environment;
- 97% of the people are active recyclers;

- The majority routinely consider what consequences their choices or actions will have on the environment;
- 60% of the people have pets;
- 80% of the people have children;
- 90% of the people purchase an upgraded cell phone at least once every 3 years;
- 85% of the people cite "harmful/harsh" chemicals as the #1 reason they don't use a stronger cleaning product;
- 90% of the people donate more than $100 a year to charity.

Businesses

Due to the highly concentrated nature of the "commercial" product line, CGGG products represents a real value play for small business who handle their own cleaning. On average CGGG business consumers enjoy a much more effective product at a lower cost per use than most of the competition can provide. In addition, the products retain their green properties at higher concentration and the value-added fact that they also kill 99.9% of germs (per the Pilot Chemical Company, previously Mason Chemical Company, hard surface kill data sheet conducted in compliance to EPA guidance), CGGG becomes an attractive proposition. We also have the material safety data sheet for each of the individual components used in the formulation of CGGG products.

Additionally, it is important to note that many jurisdictions have regulatory laws in place that protect employees from harmful chemical exposure. Per the Quantum Compliance Safety Data Sheet (SDS), and the GS1 (Global Harmonization Certification), CGGG meets all regulations in North America, Europe and Asia and is a safer alternative than Simply Green, Seventh Generation or Method Daily Shower Spray. By comparison, CGGG offers the greenest products when compared to the previously mentioned "green" competitors.

Target Market Segment Strategy

The listed demographics listed in the Consumer Statistics are particularly attractive because they represent people who are most likely to be consumers of environmentally friendly cleaning products and the most likely to progressively go "off brand" to evaluate a superior product. Social media platforms such as Facebook, Twitter, and Instagram, along with influencers and advocates will play a vital role in CGGG's marketing efforts; emphasizing the advanced ability of the product.

The fact that so many traditional cleaning agents are toxic for the environment is already well known; yet they are marketed on various retail shelves without an SDS. CGGG will instead focus on what makes our product so unique and superior to the competition. The company believes that it can gain massive traction in the retail environment by emphasizing that consumers can make a positive contribution to the environment without sacrificing the cleaning power required for the toughest tasks.

Industry Analysis

CGGG competes in two major spaces: (1) Industrial and Institutional Cleaning Products and (2) Household Cleaning Products. From leading researcher Research and Markets, data will

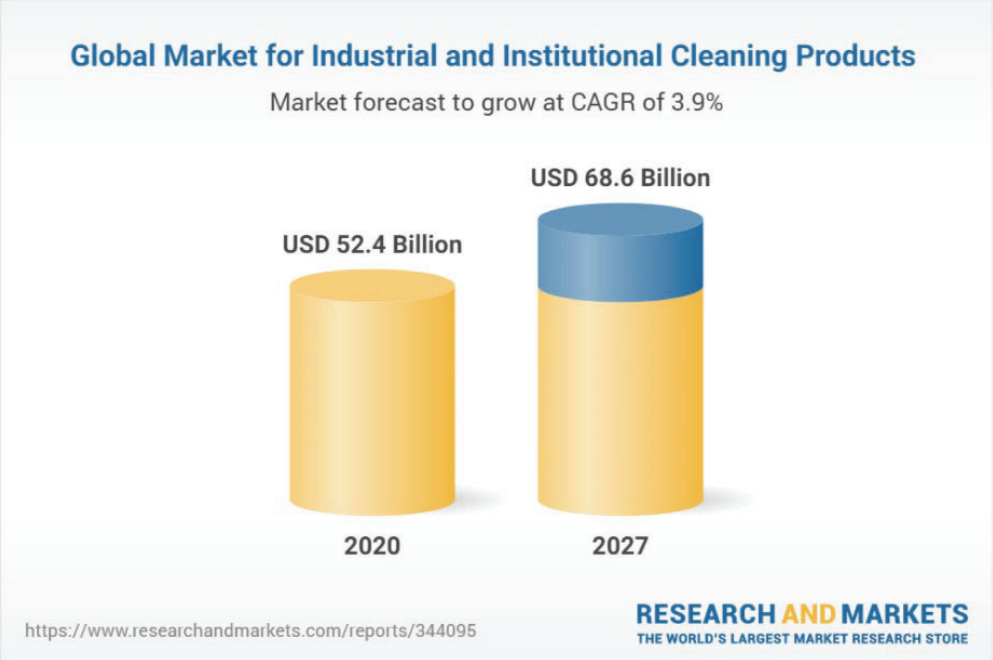
be considered from both groups. The differentiating factor from traditional clean products to the product offering of the company is that CGGG offers certified-green, quat-based products that work through the premise of emulsification while others, while claiming to be green, utilize chemicals that are anything but green.

Quat is the common name for quaternary ammonium chloride compounds, of which there are approximately 300 varieties, all with varying anti-microbial efficacies. Quats are generally surfactants with cationic (positive) charges. Due to their surfactant make-up, quats contribute cleaning power to their formulas. These products are low in toxicity and corrosivity making them user friendly and simple.

Reference:
https://www.ursourcellc.com/faq/bleachquat.html#:~:text=Quat%20is%20the%20common%20name,cleaning%20power%20to%20their%20formulas

(1) Industrial and Institutional

Amid the COVID-19 crisis, the global market for industrial and institutional cleaning products estimated at US$52.4 billion in the year 2020, is projected to reach a revised size of US$68.6 billion by 2027, growing at a compound annual growth rate (CAGR) of 3.9% over the analysis period 2020-2027. Sanitation and Janitorial Cleaners, one of the segments analyzed in the report, is projected to record a 5.1% CAGR and reach US$21.4 billion by the end of the analysis period. After an early analysis of the business implications of the pandemic and its induced economic crisis, growth in the Kitchen and Catering Cleaning Agents segment is readjusted to a revised 3.4% CAGR for the next 7-year period.



The U.S. Market is Estimated at $14.1 Billion, while China is Forecast to Grow at 7.2% CAGR

The industrial and institutional cleaning products market in the U.S. is estimated at US$14.1 billion in the year 2020. China, the world's second largest economy, is forecast to reach a projected market size of US$14.8 billion by the year 2027 providing a CAGR of 7.2% over the 2020 to 2027 analysis period. Among the other noteworthy geographic markets are Japan

and Canada, each forecast to grow at 1.1% and 3% respectively over the 2020-2027 period. Within Europe, Germany is forecast to grow at approximately 2% CAGR.

Industrial/Technical Cleaners Segment to Record 2.8% CAGR

In the global industrial/technical cleaners' segment, USA, Canada, Japan, China and Europe will drive the 2.3% CAGR estimated for this segment. These regional markets accounting for a combined market size of US$8.2 billion in the year 2020, will reach a projected size of US$9.6 billion by the close of the analysis period. China will remain among the fastest growing in this cluster of regional markets. Led by countries such as Australia, India, and South Korea, the market in Asia-Pacific is forecast to reach US$9.7 billion by the year 2027, while Latin America will expand at a 3.6% CAGR through the analysis period.

References:
https://www.researchandmarkets.com/reports/344095/industrial_and_institutional_cleaning_products#pos-0

(2) Household Cleaning Products

Household cleaning products are poised to grow by $15.7 billion during 2020-2024, progressing at a CAGR of 5% during the forecast period. The market is driven by growing primary and secondary housing markets. In addition, growing demand for premium products is anticipated to boost the growth of the household cleaning products as well. Disinfectants are used for preventing microbial cross-contamination and transmission of microbial infections from surfaces in different industries including healthcare and food processing. These disinfectants are also used in residential and commercial spaces to maintain cleanliness and hygiene.

The global disinfectants market is being driven by the increasing prevalence of hospital-acquired infections (HAI's) across the world, along with the COVID-19 pandemic. Growing concerns regarding cleanliness and hygiene across various industries are significantly driving the demand for disinfectants worldwide. Stringent government regulations regarding hygiene at factories and workplace is further boosting the use of disinfectants thereby, fueling the global disinfectants market growth. Growing demand for sustainable and environment-friendly disinfectants solutions is encouraging manufacturers to add eco-friendly products in their diverse portfolio in order to gain a larger market share while maintaining their position in the global disinfectant market. The booming demand for disinfectants is majorly attributed to the growing global healthcare industry. The increasing government initiatives for reducing hospital-acquired infections and for creating awareness to maintain hygiene in home and surroundings is increasing the demand for disinfectant solutions, thus positively impacting the overall market growth.

The global disinfectants market has been segmented by composition, type, application, end-user, and geography. On the basis of composition, the market has been segmented as alcohol, quaternary ammonium compounds, hydrogen peroxide, peracetic acid, and other compositions. The global disinfectants market segmentation based on the type has been done as liquid, wipes, and sprays. By application, the global disinfectants market has been segmented into in-house surfaces, instrument disinfection, and other applications. The global disinfectants market has been also segmented by end-user as residential, commercial, and industrial (food processing, chemical, healthcare, and others).

The disinfectant solutions can be deployed as liquid, wipes, and sprays. Liquid accounted for the major market share in 2019/2020 and will continue its dominance until the end of the forecast period. The growth of the liquid disinfectants market is attributed to the early

adoption of using disinfectants in liquid form. The emerging popularity of using wipes as a convenient solution will drive the growth of this segment as it provides several advantages like lesser chances of cross-contamination compared to liquids, no water consumption, and easy to use. Wipes are mainly used by healthcare services for cleaning their medical devices especially the ones with irregular surfaces. The market for disinfectants in spray form is also rising, especially across the household sector.

Regionally, the global disinfectants market is classified into North America, South America, Europe, Middle East and Africa, and Asia Pacific. North America holds a noteworthy market share in the global disinfectants market due to the presence of large pharmaceutical companies coupled with high awareness regarding cleanliness and hygiene among people which is boosting the use of disinfectants in homes. Strict regulations and guidelines regarding the cleanliness of the work area across industries in countries like the U.S. and Canada is also bolstering the market growth in the region. The Asia Pacific regional market is expected to experience a significant CAGR during the forecast period. This growth is attributed to the rising number of industries in the region coupled with favorable government initiatives to focus on cleanliness and hygiene both in residential and industrial spaces. The presence of major market players in the region also supports disinfectants market growth.

Products include liquids, wipes and sprays for purposes of sanitizing, disinfecting, and cleaning surfaces, dishwashing, carpet cleaning laundry, and lavatory applications. Typical uses include healthcare, residential, food processing, and others to name a few. Geographically speaking North America led the world and accounts for over 30% share of total market share. In terms of product specifics, specialty cleaners such as CGGG represent more than a 50% share of all household cleaners within the market today.

Market Players and Competitive Intelligence

Prominent key market players in the global disinfectants market include 3M, Johnson & Johnson, Reckitt Benckiser Group PLC, Cantel Medical, Henkel AG & Company, Colgate-Palmolive, Ecolab, Procter & Gamble, STERIS plc., The Clorox Company, Unilever, Seventh Generation, Diversey Inc, CarroLLClean, among others. These companies hold a noteworthy share in the market on account of their good brand image and product offerings.

Specialty "green" cleaners like Clean Go Green Go Inc. are projected to continue to hold the number one position as sanitation standards across the world continue to rise and environmental concerns continue to influence the consumers buy decisions. In terms of growth rate, the surface cleaning segment, which includes CGGG, is set to register the fastest growth rate in the next five years moving forward. The worst performer of the group is bleach-like products which further highlights the consumers shift away from toxic chemicals towards and into green products like Clean Go GreenGo Inc.

References:
https://www.researchandmarkets.com/reports/4912150/global-household-cleaning-products-market-2020#pos-5

Global Disinfectants Market - Forecasts from 2020 to 2025 (researchandmarkets.com)

Consolidated Financial Information and Management's Discussion and Analysis

The following financial statements and related management's discussion and analysis of CGGG are included in this Circular:

(a) audited consolidated financial statements as at year ended December 31, 2019 and 2018 and related management's discussion and analysis; and

(b) unaudited condensed interim consolidated financial statements for the three and nine months ended September 30, 2020 and 2019 and related management's discussion and analysis.

See Appendix H - "*Financial Statements*".

Selected Consolidated Financial Information

The following is certain selected financial data for CGGG in summary form for each of the last three completed financial years:

	As at September 30, 2020	**As at December 31, 2019**	**As at December 31, 2018**
Revenue	$175,795	$29,399	$66,020
Gross Margin *On a per share basis and fully diluted basis*	$22,867 $(0.00)	$(69,852) $(0.00)	$39,040 $(0.00)
Total Net Income or Loss *On a per share basis and fully diluted basis*	$(131,840) $(0.01)	$(192,132) $(0.01)	$(504,441) $(0.02)
Total Assets	$747,615	$34,770	$85,107
Total Debt	$1,453,821	$617,243	$493,615

The following is certain selected financial data for CGGG in summary form for each of the last eight completed financial quarters ending at the end of the most recently completed financial year.

($, except per share amounts)	Dec-19	Sep-19	Jun-19	Mar-19	Dec-18	Sep-18	Jun-18	Mar-18
Revenue	11,184	13,206	4,907	102	64,124	1,795	101	-
Cash (used in) from operations	(1,898)	(4,655)	(4,265)	(3,772)	(2,830)	(17,763)	(93,766)	(272,760)
Net loss	(83,263)	(42,428)	(40,262)	(26,179)	14,343	(47,954)	(152,166)	(318,664)
Per share - basic and diluted	(0.00)	(0.00)	(0.00)	(0.00)	0.00	0.00	(0.02)	(0.01)
Total assets	34,770	86,183	79,437	81,038	85,107	77,720	79,344	10,369

Consolidated Capitalization

In the first quarter of 2020, CGGG issued a total of $52,500 to subscribers in Canada and the United States and raised total gross proceeds of $9,994 net of share issuance costs. In October 2020, CGGG issued 150,000 CGGG Shares at $0.005 per share in exchange for debt owed to a related party.

Loans from related parties decreased by $45,401 from December 31, 2019 to September 30, 2020 and CGGG recorded advances from Softlab9 of $840,000 as at September 30, 2020.

Description of Share Capital

CGGG is authorized to issue an unlimited number of Class "A" Common Shares, Class "B" Common Shares (collectively, "**CGGG Common Voting Shares**"), Class "C" Common Shares, Class "D" Common Shares (collectively, "**CGGG Common Non-Voting Shares**"), Class "E" Preferred Shares, Class "F" Preferred Shares, Class "G" Preferred Shares and Class "H" Preferred Shares (collectively, "**CGGG Preferred Shares**"), all without nominal or par value. As of the date of this Circular, 32,000,000 CGGG Shares were issued and outstanding.

Holders of CGGG Common Voting Shares are entitled to receive notice of and to attend all meetings of the shareholders of CGGG and to one vote in respect of each CGGG Common Voting Share held at all such meetings. Except as provided by the *Business Corporations Act* (Alberta), the holders of CGGG Non-Voting Common Shares are not be entitled to receive notice of, to vote at or attend meetings of the shareholders of CGGG.

Holders of CGGG Common Voting and CGGG Common Non-Voting Shares are entitled to receive, if, as and when declared by the CGGG Board such dividends as may be declared by CGGG from time to time. The holders of each class of CGGG Common Voting Shares are, subject to the rights of the holders of CGGG Preferred Shares, are entitled to receive and participate rateably (on a per class basis) in any dividends declared by the CGGG Board on such class, except to the extent of any dividends declared in favour of the holders of any other class of CGGG Common Voting Shares of CGGG Common Non-Voting Shares and to the exclusion of the holders of such class.

The CGGG Preferred Shares are classes of redeemable, retractable, non-participating (except with respect to premiums) shares, entitled to a fixed preferential non-cumulative dividend in a percentage (per annum) of the redemption amount of such shares, and to a prior return on liquidation, or winding up of CGGG, all as determined by the CGGG Board at the time such class of shares is first issued.

Subject the rights of the CGGG Preferred Shares, the holders of CGGG Common Voting Shares and CGGG Common Non-Voting Shares participate rateably in any liquidation, dissolution or winding-up of CGGG or other distribution of the assets of CGGG among its securityholders for the purpose of winding up its affairs.

Market for Securities

As of the date of this Circular, CGGG Shares are not listed on any designated stock exchange and as such, there does not exist a public market for CGGG Shares or any securities of CGGG.

Option to Purchase Securities

As of the date of this Circular, CGGG does not have any options or other securities convertible into CGGG Shares that are issued or outstanding or otherwise forming part of this share capital.

Escrowed Securities

As of the date of this Circular, other than resale restrictions that may apply to the CGGG Shares under applicable Canadian securities laws, no CGGG Shares or other securities of CGGG are subject to any statutory or contractual escrow provisions.

Principal Holders of Voting Securities

To the knowledge of the CGGG Board and its executive officers, the following table sets out any person or company that beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting shares of CGGG:

Name of CGGG Shareholder	Number of CGGG Shares Held and Percentage
Anthony Sarvucci	10,907,500 (34.1%)
Morgan Rebrinsky	3,950,000 (12.3%)
Kolin Stuckey	3,300,000 (10.3%)

Directors and Officers

As of the date of this Circular, the CGGG Board is comprised of the following directors:

Name, Province/State Country of Residence and Director Since	Principal Occupation for the Last Five Years	Common Share Ownership and Percentage (%)
Anthony Sarvucci Alberta, Canada July 2010	President of Clean Go Green Go Inc.	10,907,500 (34.1%)
Paula Pearce-Sarvucci Alberta, Canada July 2010	Secretary-Treasurer of Clean Go Green Go Inc.	3,005,000 (9.4%)

Executive Compensation

As of the date of this Circular, CGGG is not a reporting issuer in any of the provinces or territories of Canada. CGGG has relied on ASC Rule 54-504 - *Form of Information Circular for a Company That is not a Reporting Issuer* in determining that it is exempted from having to provide any executive compensation disclosure as required under item 8 of Form 51-102F5 - *Information Circular*.

Interest of Informed Persons in Material Transactions

Except as otherwise disclosed in this Circular, there are no material interests, direct or indirect, of any director or executive officer, or any person who beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the voting rights attached to all outstanding securities of CGGG, or other Informed Person (as defined in National Instrument 51-102 – Continuous Disclosure Obligations) in any transaction since September 30, 2020 or in any proposed transaction that has materially or will materially affect CGGG or any of its subsidiaries. See the heading "*Interests of Certain Persons or Companies in the Acquisition*" in this Circular.

Risk Factors

An investment in CGGG Shares is subject to certain risks. Readers should consider carefully the risk factors in this Circular, including under the heading "*Risk Factors*".

If the Acquisition is not completed, CGGG will continue to face the risk factors that it currently faces with respect to its business and affairs.

A number of risk factors known and unknown may affect the operations of CGGG. One should consider the following and all other information included in this document and in other documents as filed under CGGG's profile on SEDAR when considering investing in the securities of CGGG. The following specific factors could materially adversely affect CGGG and should be considered when deciding whether to make an investment in CGGG. The risks and uncertainties described in this Circular and the information incorporated by reference herein are those CGGG currently believes to be material, but they are not the only ones it faces. If any of the following risks, or any other risks and uncertainties that CGGG has not yet identified or that it currently does not consider material occur or become material risks, CGGG's business, prospects, financial condition, results of operations, cash flows and consequently CGGG share price could be materially and adversely affected. In all these cases, the trading price of the New Softlab9 Shares could decline, and prospective investors could lose all or part of their investment.

This Circular, including documents incorporated by reference herein, contains forward-looking statements and information. The use of any of the words "expect", "anticipate", "continue", "estimate", "objective", "ongoing", "may", "will", "project", "should", "believe", "plans", "intends", "potential" and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the expected completion date of the Acquisition and satisfaction of the conditions thereto, including obtaining approval of the Softlab9 Shareholders and the CGGG Shareholders, the anticipated timing of filing submissions for, and receipt of, the regulatory approvals, receipt of the necessary stock exchange approvals for listing of the Softlab9 Shares to be issued pursuant to the Acquisition, and receipt of the Final Order; the anticipated expenses of the Arrangement; the anticipated tax consequences of the Arrangement on CGGG Shareholders; the performance of CGGG's and Softlab9's respective businesses; the prospects of CGGG should it continue as a stand-alone entity or pursue an alternative transaction; certain combined operational, production and financial information of Softlab9 and CGGG; Softlab9's assets, cost structure, financial position, cash flow, strategy and growth prospects following the completion of the Acquisition; the ability of Softlab9 to realize the anticipated benefits from the Acquisition, including growth prospects, cost savings, improved operating and capital efficiencies and integration opportunities; the board of directors and executive leadership team of Softlab9 following the completion of the Arrangement, and their ownership interest in Softlab9 following the Arrangement; and other statements that are not historical facts.

Furthermore, the combined and/or pro-forma information set forth in this Circular should not be interpreted as indicative of the financial position or other results of operations had Softlab9 and CGGG operated as a combined entity as at or for the periods presented, and such information does not purport to project Softlab9's results of operations for any future period. As such, undue reliance should not be placed on such combined and/or pro-forma information.

The forward-looking statements and information included and incorporated by reference in this Circular are based on certain expectations and assumptions made by Softlab9 and CGGG, including expectations and assumptions concerning:

- the timely receipt of regulatory, shareholder and court approvals and the satisfaction of closing conditions for the completion of the Acquisition;
- the expected benefits from the Acquisition;
- taxes and capital, operating, general and administrative and other costs;
- foreign currency exchange rates and interest rates;
- general economic and business conditions;
- the ability of Softlab9 to obtain the required capital to finance its operations and meet its commitments and financial obligations following the Acquisition;
- the ability of Softlab9 to obtain equipment, services, supplies and personnel in a timely manner and at an acceptable cost to carry out its activities following the Acquisition;
- the timely receipt of required governmental and regulatory approvals;
- anticipated timelines and budgets being met in respect of operations; and
- general business, economic and market conditions.

Although Softlab9 and CGGG believe that the expectations and assumptions on which such forward-looking statements and information are based are reasonable, undue reliance should not be placed on these forward-looking statements and information because Softlab9 and CGGG can give no assurance that they will prove to be correct.

Forward-looking statements and information are based on expectations, estimates and projections that involve a number of risks and uncertainties which could cause actual results to differ materially from those anticipated due to a number of factors and risks. These material risks and uncertainties related to the Acquisition include, but are not limited to:

- the Acquisition may not be completed on the terms anticipated or at all;
- the conditions to and approvals for the completion of the Acquisition not being satisfied and obtained;
- the Arrangement Agreement may be terminated in certain circumstances;
- if the Acquisition is not completed, Softlab9's and CGGG's future business and operations could be harmed;

- Softlab9 and CGGG will incur costs in connection with the Acquisition even if the Acquisition is not completed;
- the pending Acquisition may divert the attention of Softlab9's and CGGG's management;
- there are risks related to the integration of Softlab9's and CGGG's existing businesses; and
- some or all of the expected benefits of the Acquisition not being realized.

The foregoing list of material risks and uncertainties is not exhaustive and does not include the risks related to the business of CGGG, Softlab9 or the companies on a combined basis. See the heading "Risk Factors" in this Circular. As a result, readers should not place undue reliance on the forward-looking statements and information contained in this Circular. For more information relating to the risk that Softlab9 is subject to, see Softlab9's management's discussion and analysis, copies of which are available on SEDAR at www.sedar.com under Softlab9's profile.

Given the impacts of COVID-19 and resulting ongoing uncertainty, there can be no assurances regarding: (a) the COVID-19 related impacts on CGGG's business, operations and performance, (b) CGGG's ability to mitigate such impacts; (c) credit, market, currency, operational, and liquidity risks generally; and (d) other risks inherent to CGGG's business and/or factors beyond its control which could have a material adverse effect on CGGG.

The markets in which CGGG operates are highly competitive. Competition may result in pricing pressures, reduced profit margins, lost market share (or a failure to grow CGGG's market share), any of which could substantially harm its business and results of operations.

Business Operational Risks

Competition

CGGG faces significant competition in the chemical space as it is occupied by highly competitive multinational suppliers. Competitors that can reverse engineer the product or change components identified in the patent. Competition may result in pricing pressures, reduced profit margins or lost market share or a failure to grow CGGG's market share, any of which could substantially harm its business and results of operations. CGGG competes directly against wholesalers and direct retailers of products, including large, diversified chemical companies with substantial market share and established companies expanding their production lines. Many of CGGG's competitors have significant competitive advantages, including longer operating histories, larger and broader customer bases, more established relationships with a broader set of suppliers, greater brand recognition and greater financial, research and development, marketing, distribution and other resources than CGGG does. CGGG's competitors may be able to achieve and maintain brand awareness and market share more quickly and effectively than CGGG can. CGGG's competitors may also be able to increase sales in their new and existing markets faster than it does by emphasizing different distribution channels than it does.

Economic Conditions and Consumer Spending

In the chemical space, CGGG's customer base consists of national and international retailers, independent stores, and boutiques. The success of CGGG is dependent on customers

perpetually replenishing their distribution channels with CGGG's merchandise, as well as ongoing commitments and purchase orders. CGGG's ability to achieve the expected volume and price points of sales indirectly depends on the retailer's continuous ability to sell CGGG's products to their end-use consumers. The retail chemical industry is highly sensitive to adverse economic factors, such as consumer debt levels, interest rates, social media reviews, consumer preferences and unemployment rates. Adverse economic conditions can have a negative impact on the volume of sales and gross margins that CGGG expects to achieve in the retail industry. Further, the loss of a key client could materially affect future revenues and profitability.

Key Personnel

The senior officers of CGGG are critical to its success. In the event of the departure of a senior officer, CGGG believes it will be successful in attracting and retaining qualified successors but there can be no assurance of such success. Recruiting qualified personnel as CGGG grows is critical to its success. As CGGG's business activities grow, it will require additional key financial, administrative and technical personnel as well as additional operations staff. If CGGG is not successful in attracting and retaining qualified personnel, the efficiency of its operations could be affected, which could have an adverse impact on CGGG's future cash flows, earnings, results of operations and financial condition.

Intellectual Property

CGGG believes that its trademarks, patents and regulatory registrations are important to its competitive position. A substantial element of CGGG's marketing strategy involves the creation of brand awareness in respect of its trademarks and patented products. The success of CGGG will depend, in part, on its ability to maintain proprietary protection over its intellectual property and operate without infringing the proprietary rights of third parties. Despite precautions, it may be possible for a third party to copy or otherwise obtain and use CGGG's technologies without authorization. There can be no assurance that any steps taken by CGGG will prevent misappropriation of its intellectual property. In addition, intellectual property protection may be unavailable or limited in some foreign jurisdictions where laws or law enforcement practices may not offer the same level of intellectual property protection as the United States or Canada, and it may be more difficult for CGGG to successfully register its intellectual property or challenge the use of its intellectual property by other parties in these jurisdictions. If CGGG fails to protect and maintain its intellectual property rights, the value of its brands could be diminished and CGGG's competitive position may suffer.

If any of CGGG's intellectual property is successfully challenged, CGGG could be forced to rebrand or re-engineer its products, which could result in loss of brand recognition and could require CGGG to devote resources to new product development and advertising and marketing of new brands, and CGGG's competitive position may suffer, which could have a material adverse effect on its financial condition.

Litigation may be necessary to protect and enforce CGGG's intellectual property rights, or to defend against claims brought by third parties. Although CGGG is not aware of any current claims, CGGG's products may, or may in the future be claimed to violate intellectual property rights of third parties. Although CGGG cannot currently estimate the likely outcome of any intellectual property-related claims or lawsuits, any such litigation or claims brought by or against CGGG could result in substantial costs and diversion of resources, which could have an adverse effect on CGGG's business, financial condition and results of operations. If disputes arise in the future, CGGG may not be able to successfully resolve these types of conflicts to its satisfaction.

Government Regulation, Regulatory Approvals and Compliance with Laws

CGGG has secured a COVID-19 Site Licence (COV2095). This COVID-19 Site Licence is issued for the sole purpose of manufacturing and/or importing antiseptic skin cleansers (i.e. hand sanitizers) as an interim measure and is valid only for the duration of the COVID-19 emergency response. Should a member of CGGG's team contract COVID-19, it may face a temporary facility closure as ordered by Alberta Health Services (AHS), the Provincial Government, or the Federal Government.

In addition, cross border shipments involved in international trade may be hindered should the Federal Government elect to impose shipping restrictions.

Geo-Political Events, Natural Disasters, Extreme Weather etc.

Unstable political conditions or civil unrest, including terrorist activities, military and domestic disturbances and conflicts, engineering hazards, human made fire, and mass power outages may disrupt commerce, CGGG's supply chain operations, international trade or result in political or economic instability and could have a material adverse effect on its business and results of operations, The mentioned conditions, hazards, or events could result in a reduction in the trading price of the New Softlab9 Shares.

CGGG's offices, warehouses, distribution centers and digital operations, as well as the operations of CGGG's vendors and manufacturers, are vulnerable to disruption from natural disasters, extreme and/or unusual weather, wildfires, global health crises, disease outbreaks (including COVID-19), and other unexpected events.

These events could cause, and in the case of COVID-19, have already caused and are expected to continue to cause for the foreseeable future, disruptions in the operations of CGGG's corporate offices and supply chain and those of CGGG's vendors and manufacturers. These events could reduce the availability and quality of raw materials used to manufacture CGGG's products, which could result in delays in responding to consumer demand resulting in the potential loss of customers and revenues, or CGGG may incur increased costs to meet demand and may not be able to pass all or a portion of higher costs on to customers, which could adversely affect gross margin and results of operations.

Suppliers

CGGG enjoys strong relationships with its suppliers, some of which have supplied CGGG for many years. CGGG's arrangements with its suppliers are subject to the normal risks involved in sourcing products from abroad, including changing import duties, custom clearances and port of entry strikes or inefficiencies, late deliveries from suppliers, and fluctuations in exchange rates. CGGG endeavours to minimize its potential exposure to these risks by continually monitoring duty and tariff developments, placing orders well in advance of anticipated delivery dates to its customers, and by entering into forward exchange contracts.

In addition, CGGG continually evaluates opportunities to source products from alternate suppliers to guard against the possibility that any of CGGG's current suppliers are unable to manufacture and deliver products.

Litigation Risk

CGGG faces the potential risk of litigation and other claims against it. Litigation and other claims may arise in the ordinary course of business and include employee and customer

claims, commercial disputes, landlord-tenant disputes, intellectual property issues, product-oriented allegations and personal injury claims. These claims can raise complex factual and legal issues that are subject to risks and uncertainties and could require significant management time. While CGGG has a Calgary-based facility, CGGG sells products that are produced by third-party manufacturers. These products may expose CGGG to various claims, including class action claims relating to merchandise that is subject to a product recall or liability claim. Litigation and other claims against CGGG could result in unexpected expenses and liabilities, which could materially adversely affect CGGG's operations and reputation.

Insurance Related Risks

CGGG believes that it maintains insurance customary for businesses of its size and type, including liability insurance, property and business interruption insurance and directors' and officers' insurance, with deductibles, limits of liability and similar provisions. However, there is no guarantee that such insurance coverage will be sufficient, or that insurance proceeds will be paid to CGGG on a timely basis. In addition, there are types of losses CGGG may incur but against which it cannot be insured or which it believes are not economically reasonable to insure. If CGGG incurs these losses and they are material, its business, financial condition and results of operations may be adversely affected. Also, certain material events may result in sizable losses for the insurance industry and materially adversely impact the availability of adequate insurance coverage or result in significant premium increases. Accordingly, CGGG may elect to self-insure, accept higher deductibles or reduce the amount of coverage in response to such market changes.

Anticipating Consumer Preferences and Developing New, Innovative and Updated Products

CGGG's success depends on its ability to identify and originate product trends as well as to anticipate and react to changing consumer demands in a timely manner. Many of CGGG's products are subject to changing consumer preferences that cannot be predicted with certainty. If CGGG is unable to introduce new products or novel technologies in a timely manner or its new products or technologies are not accepted by its customers, CGGG's competitors may introduce similar products in a timelier fashion, which could have an adverse effect on CGGG's performance. Failure to anticipate and respond in a timely manner to changing consumer preferences could lead to, among other things, lower sales, excess inventory levels, and deterioration of operating results. Even if CGGG is successful in anticipating consumer preferences, its ability to adequately react to and address those preferences will in part depend upon CGGG's continued ability to develop and introduce innovative, high-quality products. CGGG's failure to effectively introduce new products that are accepted by consumers could result in a decrease in net revenue and excess inventory levels, which could have a material adverse effect on CGGG's financial condition.

Reliance on Third Parties

CGGG relies on third-party suppliers to fulfill its supply chain requirements. CGGG has no long-term contracts with its suppliers or manufacturing sources, and it competes with other companies for raw materials, a component of its product, and import quota capacity. There is risk to third party packaging and fulfillment services.

CGGG may receive shipments of products that fail to conform to its quality control standards. CGGG has also received, and may in the future continue to receive, products that meet its technical specifications but that are nonetheless unacceptable to CGGG. Under these circumstances, unless CGGG is able to obtain replacement products in a timely manner, it risks the loss of net revenue resulting from an inability to sell those products and related

increased administrative and shipping costs. Additionally, if defects in the manufacture of CGGG's products are not discovered until after such products are purchased by its customers, CGGG's customers could lose confidence in the technical attributes of its products and its results of operations could suffer and its business could be harmed.

Imposition of Trade Restrictions or Duties

CGGG's ability to source its merchandise profitably or at all could be hurt if new trade restrictions are imposed or existing trade restrictions become more burdensome. Canada and the countries in which CGGG's products are produced or sold internationally have imposed and may impose additional quotas, duties, tariffs, or other restrictions or regulations, or may adversely adjust prevailing quota, duty or tariff levels. Countries impose, modify and remove tariffs and other trade restrictions in response to a diverse array of factors, including global and national economic and political conditions, which make it impossible for CGGG to predict future developments regarding tariffs and other trade restrictions. Trade restrictions, including tariffs, quotas, embargoes, safeguards and customs restrictions, could increase the cost or reduce the supply of products available to CGGG or may require CGGG to modify its supply chain organization or other current business practices, any of which could harm its business, financial condition and results of operations.

Information Technology Systems

CGGG's business is dependent on the successful and uninterrupted functioning of its information technology systems setup by third-party providers, as it outsources many of its major systems. CGGG relies on the controls of these providers in lieu of controls setup by CGGG. The failure of these systems, or the termination of a third-party software licence or service agreement on which any of these systems is based, could interrupt CGGG's operations. Because CGGG's information technology and telecommunications systems interface with and depend on third-party systems, CGGG could experience service denials if demand for such services exceeds capacity or such third-party systems fail or experience interruptions.

Centralized Management

Many of CGGG's business functions are centralized at its head office location. Disruptions to the operations at that location could have an adverse effect on CGGG's business. CGGG's head office is located in Calgary, Alberta. CGGG has centralized a large number of business functions at this location, including logistics, fulfillment, marketing, and research and development. Most of CGGG's senior management and critical resources dedicated to product development, merchandizing, financial and administrative functions, are located at the head office. If CGGG were required to shut down the support office location for any reason, including fire, natural disasters, global hostilities, global health crises, disease outbreaks (including COVID-19) or civil disruptions, its management and its operations staff would continue to work from home, but, should an alternative location be required, significant disruption and expense to CGGG's business and operations.

Counterparty Risk

CGGG is party to contracts, transactions and business relationships with various third-party purchasers, pursuant to which such third parties have performance, payment and other obligations to CGGG. If any of these third parties were to become subject to bankruptcy, receivership or similar proceedings, CGGG's rights and benefits in relation to the contracts, transactions and business relationships with such third parties could be terminated, modified in a manner adverse to CGGG, or otherwise impaired. CGGG cannot make any assurances

that it would be able to arrange for alternate or replacement contracts, transactions or business relationships on terms as favorable as its existing contracts, transactions or business relationships, if at all. Any inability on CGGG's part to do so could have a material adverse effect on its business and results of operations.

Trading Price Volatility

The market price of the New Softlab9 Shares could be subject to significant fluctuations which could materially reduce the market price of the New Softlab9 Shares regardless of CGGG's operating performance. In addition to the other risk factors described in this section of the Circular, such factors include actual or anticipated changes or fluctuations in operating results, adverse market reaction to any indebtedness CGGG may incur or securities it may issue in the future, litigation or regulatory action, significant acquisitions, business combinations or other strategic actions or capital commitments by or involving CGGG or its competitors, recruitment or departure of key personnel and investors' general perception and reactions to CGGG's public disclosure and filings. In addition, broad market and industry factors may harm the market price of the New Softlab9 Shares. As a result, the market price of the New Softlab9 Shares may fluctuate based upon factors external to CGGG and that may have little or nothing to do with CGGG, including expectations of market analysts, positive or negative recommendations or withdrawal of research coverage by analysts, publication of research reports or news stories about CGGG, competitors or the industry and changes in general political, economic, industry and market conditions and trends.

Financial Risks

CGGG has risk management policies in place to identify and analyze financial risks, set appropriate limits and controls, and to monitor the risks on an ongoing basis. The risk management policies are reviewed regularly and amended as needed. CGGG's financial risks include, but are not limited to, the following:

Liquidity Risk

Liquidity risk is the risk that CGGG will encounter difficulties in meeting its obligations associated with its financial liabilities. CGGG is exposed to this risk mainly with respect to its related party loans, bank indebtedness, loans payable and accounts payable and accrued liabilities. CGGG reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due and is working on a line of credit to pay trade creditors and repays long term debt interest and principal as it becomes due using cash generated from operations and available credit facilities. It is likely that CGGG will require additional financing to fund future expansions. There can be no assurance that CGGG will be able to obtain adequate financing in the future, or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in the delay or indefinite postponement of development of certain aspects of CGGG's business, and therefore affect its future cash flows, earnings, results of operations and financial condition. CGGG believes that it has sufficient debt and equity financing opportunities available, and together with its projected future cash flows and existing unutilized credit facilities, feels that it will be able to satisfy its obligations to meet financial liabilities in the future.

Accounting Standards

Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations with regard to a wide range of matters that are relevant to CGGG 's business, including but not limited to revenue recognition, impairment of

assets, leases, inventory, income taxes and litigation, are highly complex and involve many subjective assumptions, estimates and judgments. Changes in these rules or their interpretation or changes in underlying assumptions, estimates or judgments could significantly change CGGG's reported financial performance or financial condition in accordance with generally accepted accounting principles.

Costs of Raw Materials

CGGG’s sales and profitability may decline as a result of increasing product costs and decreasing selling prices. CGGG’s business is subject to significant pressure on pricing and costs caused by many factors, including competition, constrained sourcing capacity and related inflationary pressure, pressure from consumers to reduce the prices it charges for its products and changes in consumer demand. These factors may cause CGGG to experience increased costs, reduce its sales prices to consumers or experience reduced sales in response to increased prices, any of which could cause its operating margin to decline if CGGG is unable to offset these factors with reductions in operating costs and could have a material adverse effect on its financial conditions, operating results and cash flows.

Financial Controls

CGGG is responsible for establishing and maintaining adequate internal control over financial reporting, which is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards. Due to inherent limitations, any control, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and may not prevent or detect misstatements. Additionally, management is required to use judgment in evaluating controls and procedures. Also, projections of any evaluation of effectiveness to future periods are subject to risk that controls may become inadequate because of changes in conditions, including as a result of COVID-19, or that the degree of compliance with the policies or procedures may deteriorate. A failure to prevent or detect errors or misstatements may result in a decline in the price of the New Softlab9 Shares and harm CGGG 's ability to raise capital in the future.

If management is unable to certify the effectiveness of CGGG’s internal controls or if material weaknesses in the internal controls are identified, CGGG could be subject to regulatory scrutiny and a loss of public confidence, which could harm its business and cause a decline in the price of the New Softlab9 Shares. In addition, if CGGG does not maintain adequate financial and management personnel, processes and controls, it may not be able to accurately report its financial performance on a timely basis. It is also possible that individuals may become unable to perform control duties due to absences caused by COVID-19 or other pandemics or similar crises. If any existing control cannot be performed, management may need to identify alternative appropriately designed controls to compensate, which could divert management resources. All of the foregoing which could cause a decline in the price of the New Softlab9 Shares and harm CGGG’s ability to raise capital.

Failure to accurately report CGGG’s financial performance on a timely basis could also jeopardize its listing on the stock exchange in which the New Softlab9 Shares may be listed. Delisting of the New Softlab9 Shares on any exchange would reduce the liquidity of the market for the New Softlab9 Shares, which would reduce the price of and increase the volatility of the price of the New Softlab9 Shares.

CGGG does not expect that its disclosure controls and procedures and internal controls over financial reporting will prevent all error or fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues within an organization are detected. The inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple errors or mistakes. Controls can also be circumvented by individual acts of certain persons, by collusion of two or more people or by management override of the controls. Due to the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected in a timely manner or at all. If CGGG cannot provide reliable financial reports or prevent fraud, its reputation and operating results could be materially adversely affected, which could also cause investors to lose confidence in CGGG's reported financial information, which in turn could result in a reduction in the trading price of the New Softlab9 Shares.

Equity financing

The issuance of a substantial number of New Softlab9 Shares in the public market could occur at any time. These sales, or the market perception that the holders of a large number of New Softlab9 Shares intend to sell New Softlab9 Shares, could significantly reduce the market price of the New Softlab9 Shares and the market price could decline. CGGG cannot predict the effect, if any, that future public sales of these securities or the availability of these securities for sale will have on the market price of the New Softlab9 Shares. If the market price of the New Softlab9 Shares was to drop as a result, this might impede CGGG's ability to raise additional capital and might cause remaining shareholders to lose all or part of their investments.

Dilution

New Softlab9 will be authorized to issue an unlimited number of New Softlab9 Shares or other securities for such consideration and on such terms and conditions as may be established by New Softlab9, without the approval of New Softlab9 Shareholders. In addition, it is currently anticipated that New Softlab9 will be required to conduct additional equity financings to develop the business of New Softlab9 as currently planned by CGGG and envisioned by management of New Softlab9. Any further issuance of New Softlab9 Shares pursuant to such equity financings may further dilute the interests of existing shareholders.

Credit Risk

Credit risk arises from the potential that a counterparty will fail to perform its obligations. CGGG routinely assesses the financial strength of its customers to mitigate its exposure to credit risk. Management of CGGG monitors the credit worthiness of its customers by performing background checks on all new customers focusing on publicity, reputation in the market and relationships with customers and other vendors. Further, CGGG reviews forward-looking information such as indications of customers going through financial difficulties that may create doubt over the receipt of funds.

Foreign Currency Risk

CGGG conducts a significant portion of its operations in U.S. Dollars ("USD"). Fluctuations in the exchange rate between the USD and the Canadian Dollar may have adverse effects on

CGGG's gross margins. While some of these effects are mitigated by the fact that a significant portion of CGGG's sales are also denominated in USD, the different timing of purchasing merchandise, delivering goods to customers, and ultimate collection of receivables may negatively affect CGGG's gross margins, earnings, cash flows and financial position. CGGG may mitigate the foreign currency risks by entering into foreign exchange forward contracts from time to time should it so choose.

Interest Rate Risk

CGGG is exposed to interest rate risk on its secured bank loan and its bank operating line, which bear interest at floating rates, since changes in market rates can cause fluctuations in cash flows. Fluctuations in interest rates over the last several years have not had a material impact on CGGG's financial results.

If the Acquisition is completed, holders of CGGG Shares will become holders of Softlab9 Shares. After the Acquisition, New Softlab9 may face risks different from and in addition to those risks currently faced by CGGG in conjunction with its business and affairs. Investors should therefore carefully consider the risks described in Softlab9's management's discussion and analysis documents (which are incorporated by reference in this Circular and also available under Softlab9's issuer profile on SEDAR at www.sedar.com) and under the heading "*Risk Factors*" in this Circular.

Material Contracts

Except for the Arrangement Agreement, during the 12 months prior to the date of this Circular, CGGG has not entered into any contracts, nor are there any contracts still in effect, that are material to the business, other than contracts entered into in the ordinary course of business.

Legal Proceedings and Regulatory Actions

During the 12 months prior to the date of this Circular, there were no legal proceedings to which CGGG is or was a party, or that any of its property is or was the subject of, which involves a claim for damages in an amount, exclusive of interest and costs, that exceeds 10% of CGGG's current assets and it is not aware of any such legal proceedings that are contemplated.

During the 12 months prior to the date of this Circular, there were no penalties or sanctions imposed against CGGG by a court relating to securities legislation or by a securities regulatory authority, nor have there been any other penalties or sanctions imposed by a court or regulatory body against CGGG that would likely be considered important to a reasonable investor in making an investment decision, and it has not entered into any settlement agreements before a court relating to securities legislation or with a securities regulatory authority.

Auditor, Transfer Agent and Registrar

CGGG's auditor is DMCL LLP, Chartered Professional Accountants, at 1500 - 1140 West Pender Street Vancouver BC, V6E 4G1. CGGG's transfer agent and registrar is Integral Transfer Agency, at 100 Queen St East, Suite 203, Toronto, Ontario M5C 1S6.

APPENDIX H

FINANCIAL STATEMENTS

Index to Financial Statements

(a) Audited consolidated financial statements and related notes for Clean Go Green Go Inc. for the year ended December 31, 2019 and 2018 (and corresponding management's discussion and analysis)

(b) Unaudited condensed interim consolidated financial statements for Clean Go Green Go Inc. for the three and nine month period ended September 30, 2020 and 2019 (and corresponding management's discussion and analysis)

(c) Unaudited *pro forma* consolidated financial statements for Clean Go Green Go Inc. as at September 30, 2020

Clean Go Green Go Inc.

Consolidated Financial Statements

For the year ended December 31, 2019 and 2018

(Expressed in Canadian Dollars)

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Clean Go Green Go Inc.

Opinion

We have audited the consolidated financial statements of Clean Go Green Go Inc. (the "Company"), which comprise the consolidated statements of financial position as at December 31, 2019 and 2018, and the consolidated statements of loss and comprehensive loss, cash flows and changes in shareholders' deficiency for the years then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2019 and 2018, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 to the financial statements, which describes conditions and matters that indicate the existence of material uncertainty that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Other Information

Management is responsible for the other information. The other information comprises the information included in Management's Discussion and Analysis.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS
Vancouver, BC
January 14, 2021

(Expressed in Canadian dollars)

	Notes	December 31, 2019	December 31, 2018
ASSETS			
Current assets			
Cash		$ 13,901	$ 7,254
Trade and other receivables		1,515	528
Inventory	4	17,580	74,729
		32,996	82,511
Non-current assets			
Equipment	5	1,774	2,596
		1,774	2,596
		$ 34,770	$ 85,107
LIABILITIES			
Current			
Accounts payable		$ 279	$ 295
Accrued liabilities		46,908	22,501
Related-party payables	8	570,056	470,819
		617,243	493,615
SHAREHOLDERS' DEFICIENCY			
Share capital	7	593,896	572,659
Share subscriptions receivable	7	(48,000)	(48,000)
Accumulated other comprehensive income		128	3,198
Deficit		(1,128,497)	(936,365)
		(582,473)	(408,508)
		$ 34,770	$ 85,107

Nature of operations (Note 1)
Subsequent events (Note 13)

Approved on behalf of the Board on January 14, 2021:

/s/ Anthony Sarvucci
Anthony Sarvucci – Director

/s/ Paula Sarvucci
Paula Pearce-Sarvucci – Director

The accompanying notes are an integral part of these consolidated financial statements.

(Expressed in Canadian dollars)

	Notes	Year Ended December 31, 2019	Year Ended December 31, 2018
Total revenue	8	$ 29,399	66,020
Cost of sales	4	(99,251)	(26,980)
Gross margin		(69,852)	39,040
Expenses			
Selling and administrative	8	133,626	519,447
Depreciation and amortization	5	822	-
Foreign exchange loss / (gain)		(12,461)	22,617
Finance expense		293	1,417
		122,280	543,481
Net loss		$ (192,132)	$ (504,441)
Other comprehensive income / (loss)			
Translation gain / (loss) on foreign operations		(3,070)	3,198
Net and comprehensive loss		$ (195,202)	$ (501,243)
Basic and diluted loss per share		$ (0.01)	$ (0.02)
Weighted average number of common shares outstanding basic and diluted		31,719,116	30,906,199

The accompanying notes are an integral part of these consolidated financial statements.

(Expressed in Canadian dollars)

	Year Ended December 31, 2019	Year Ended December 31, 2018
Cash (used in) / provided by:		
Operating activities:		
Net loss	$ (192,132)	$ (504,441)
Items not involving cash:		
Depreciation and amortization	822	-
Unrealized foreign exchange	(15,531)	25,359
Inventory provision	48,549	-
Change in non-cash working capital:		
Trade receivables	(987)	(528)
Inventory	8,600	(74,729)
Amounts due to related parties	111,698	144,456
Accounts payable and accrued liabilities	24,391	22,764
Cash used in operating activities	(14,590)	(387,119)
Investing activities		
Purchase of equipment	-	(2,596)
Cash used in investing activities	-	(2,596)
Financing activities:		
Proceeds from share issuances, net of issuance costs	21,237	243,318
Cash provided by financing activities	21,237	243,318
Increase / (decrease) in cash	6,647	(146,397)
Cash, beginning	7,254	153,651
Cash, ending	$ 13,901	$ 7,254

The accompanying notes are an integral part of these consolidated financial statements.

Clean Go Green Go Inc.

Consolidated Statement of Changes in Shareholders' Deficiency
For the years ended December 31, 2019 and 2018
(Expressed in Canadian dollars)

	Notes	Number of shares	Amount	Share subscriptions receivable	Accumulated other comprehensive loss	Deficit	Total equity
Balance January 1, 2018		28,990,000	$ 291,250	$ (48,000)	$ -	$ (431,924)	$ (188,674)
Net loss			-	-	-	(504,441)	(504,441)
Issuance of common shares	7	2,705,000	312,209	-	-	-	312,209
Share issue costs	7		(30,800)	-	-	-	(30,800)
Translation gain on foreign operations			-	-	3,198	-	3,198
Balance December 31, 2018		31,695,000	$ 572,659	$ (48,000)	$ 3,198	$ (936,365)	$ (408,508)
Balance January 1, 2019		31,695,000	$ 572,659	$ (48,000)	$ 3,198	$ (936,365)	$ (408,508)
Net loss			-	-	-	(192,132)	(192,132)
Issuance of common shares	7	102,500	23,275	-	-	-	23,275
Share issue costs	7		(2,038)	-	-	-	(2,038)
Translation loss on foreign operations			-	-	(3,070)	-	(3,070)
Balance December 31, 2019		31,797,500	$ 593,896	$ (48,000)	$ 128	$ (1,128,497)	$ (582,473)

The accompanying notes are an integral part of these consolidated financial statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

Clean Go Green Go Inc. (the "Company" or "CleanGo") was incorporated on January 23, 2009 and its wholly owned US subsidiary CleanGo GreenGo Inc. ("CleanGo US") was incorporated on May 14, 2018. The head office, principal address and registered and records office of the Company are located at Unit 15 5656 10 Street NE, Calgary, Alberta. The financial results of CleanGo US are consolidated with the CleanGo.

The Company's principal business activity is to manufacture and sell cleaning and disinfecting solutions using a proprietary formulation which is non-toxic, biodegradable and uses no harsh chemicals to provide a green cleaning/disinfecting solution to buyers.

The Company incurred a loss of $192,132 for the year ended December 31, 2019 (December 31, 2018 - $504,441). As at December 31, 2019, the Company had a history of losses and an accumulated deficit of $1,128,497 (December 31, 2018 - $936,365), and as of that date, the Company's current liabilities exceeded its current assets by $584,247 (December 31, 2018 - $411,104). Consequently, continuing business as a going concern is dependent upon the success of the Company's sale of its products, generation of positive cash flows and the ability of the Company to obtain additional debt or equity financing all of which are uncertain. These material uncertainties may cast significant doubt on the Company's ability to continue as a going concern.

The Company's future capital requirements will depend on many factors, including the costs of research and developing its products, operating costs, the current capital market environment and global market conditions. The continued operations of the Company are dependent on its ability to develop a sufficient financing plan, receive continued financial support from related parties, complete sufficient public equity financing, and ultimately generate profitable operations in the future. The Company has no assurance that it will be successful in its efforts. If the Company is unable to obtain financing in the amounts and on terms deemed acceptable, the future success of the business could be adversely affected.

These consolidated financial statements ("Financial Statements") have been prepared in accordance with International Financial Reporting Standards ("IFRS") with the assumption that the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than a process of forced liquidation. These Financial Statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and any related adverse public health developments, has adversely affected workforces, economies, and financial markets globally, potentially leading to an economic downturn. The future impact on the Company is not currently determinable but it did have a positive impact on Company operations in 2020 due to an increased demand for cleaning and disinfecting products. Management will continue to monitor the situation.

2. BASIS OF PREPARATION

Basis of consolidation and preparation

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") for the period presented.

These Financial Statements are authorized for issue by the Board of Directors on January 14, 2021.

2. BASIS OF PREPARATION (cont'd…)

Basis of consolidation and preparation (cont'd…)

Basis of measurement

These Financial Statements have been prepared on the historical cost basis except for certain financial instruments classified as fair value through profit or loss ("FVTPL") which are stated at their fair value. In addition, these Financial Statements have been prepared using the accrual basis of accounting, except cash flow information.

Functional and presentation currency

These Financial Statements are presented in Canadian dollars, which is CleanGo's functional currency. CleanGo US has a US dollar functional currency and has been translated to Canadian dollars at December 31, 2019 and 2018.

Foreign currency transactions are initially recorded at the functional currency rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rate at the reporting date. All differences are recorded in the consolidated statements of loss and comprehensive loss. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the initial transaction. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value is determined.

Assets and liabilities of CleanGo US are translated into Canadian dollars at year-end exchange rates and their revenue and expenses are translated at the average exchange rate for the year. The resulting exchange differences are recognized in other comprehensive income (loss).

Use of estimates and judgments

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets, liabilities, revenues and expenses. Estimates and associated assumptions applied in determining asset or liability values are based on historical experience and various other factors including other sources that are believed to be reasonable under the circumstances but are not necessarily readily apparent or recognizable at the time such estimate or assumption is made. Actual results may differ from these estimates.

The information about significant areas of estimation uncertainty considered by management in preparing the financial statements is as follows:

Impairment of intangible assets

The Company performs impairment testing annually for intangible assets as well as when circumstances indicate that there may be impairment for these assets. Management judgement is involved in determining if there are circumstances indicating that testing for impairment is required, and in identifying cash generating units ("CGU") for the purpose of impairment testing. The Company assesses impairment by comparing the recoverable amount of a long-lived asset, CGU, or CGU group to its carrying value. The recoverable amount is defined as the higher of: (i) value in use; or (ii) fair value less cost to sell. The determination of the recoverable amount involves management judgement and estimation. These estimates and assumptions could affect the Company's future results if the current estimates of future performance and fair values change.

2. BASIS OF PREPARATION (cont'd…)

Use of estimates and judgments (cont'd…)

Income taxes

Tax provisions are based on enacted or substantively enacted laws. Changes in those laws could affect amounts recognized in profit or loss both in the period of change, which would include any impact on cumulative provisions, and in future periods. Deferred tax assets (if any) are recognized only to the extent it is considered probable that those assets will be recoverable. This involves an assessment of when those deferred tax assets are likely to reverse and a judgment as to whether or not there will be sufficient taxable profits available to offset the tax assets when they do reverse. This requires assumptions regarding future profitability and is therefore inherently uncertain. To the extent assumptions regarding future profitability change, there can be an increase or decrease in the amounts recognized in respect of deferred tax assets as well as the amounts recognized in profit or loss in the period in which the change occurs.

The information about significant areas of judgment considered by management in preparing the financial statements is as follows:

Going concern

The assessment of the Company's ability to continue as a going concern as discussed in Note 1 involves judgment regarding future funding available for its operations and working capital requirements.

Significant accounting policies

Cash
Cash consists of amounts held in banks and cashable highly liquid investments with limited interest and credit risk.

Trade receivable
Accounts receivable are measured at amortized cost net of allowance for uncollectible amounts. The Company determines its allowance based on several factors, including length of time an account is past due, the customer's previous loss history, and the ability of the customer to pay its obligation to the Company. The Company writes off receivables when they become uncollectible.

Inventory
The Company values inventories at the lower of cost and net realizable value. Cost includes the costs of purchases net of vendor allowances plus other costs, such as transportation, that are directly incurred to bring the inventories to their present location and condition. The Company uses the weighted average method to determine the cost of inventories. The Company estimates net realizable value as the amount that inventories are expected to be sold while taking into consideration the estimated selling costs. Inventories are written down to net realizable value when the cost of inventories is estimated to be unrecoverable due to obsolescence, damage, or declining market prices. When the circumstances that previously caused inventories to be written down below cost no longer exist or when there is apparent evidence of an increase in selling price then the amount of the write-down previously recorded is reversed. Storage costs, indirect administrative overhead, and certain selling costs related to inventories are expensed in the period incurred.

Financial instruments

Financial assets and financial liabilities are recognized when the Company becomes a party to the contractual provisions of the respective instrument.

Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are included in the initial carrying value of the related instrument and are amortized using the effective interest method.

2. BASIS OF PREPARATION (cont'd…)

Significant accounting policies (cont'd…)

Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit or loss are recognized immediately in the consolidated statement of loss and comprehensive loss.

Fair value estimates are made at the consolidated statement of financial position date based on relevant market information and information about the financial instrument. All financial instruments are classified into either: fair value through profit or loss ("FVTPL") or amortized cost.

The Company has made the following classifications:

Cash	FVTPL
Amounts receivable	Amortized cost
Trade payable	Amortized cost
Related-parties payable	Amortized cost

The classification of financial assets depends on the nature and purpose of the financial assets and is determined at the time of initial recognition.

Financial assets and liabilities at FVTPL

Financial assets and liabilities carried at FVTPL are initially recorded at fair value and transaction costs are recognized in profit and loss when incurred. Subsequently they are measured at fair value, with gains and losses recognized in profit and loss.

Where management has opted or required to recognize a financial liability at FVTPL, any changes associated with the Company's own credit risk will be recognized in other comprehensive income (loss). Cash is recognized at FVTPL.

Financial assets at FVOCI

Elected investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs directly attributable to the asset. Subsequently they are measured at fair value, with gains and losses recognized in other comprehensive income (loss).

Financial assets and liabilities at amortized cost

Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, respectively, and subsequently carried at amortized cost using the effective interest rate method, less any impairment for financial assets.

Impairment of financial assets

Financial assets, other than those classified as FVTPL, are assessed for indicators of impairment at the end of each reporting period. Financial assets are considered to be impaired when there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial asset, the estimated future cash flows of the investment have been decreased.

The carrying amount of the financial asset is reduced by the impairment loss directly for all financial assets with the exception of trade receivables, where the carrying amount is reduced through the use of an allowance account.

When a trade receivable is considered uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are offset against the allowance account. Changes in the carrying amount of the allowance account are recognized in the consolidated statement of operations. Loss allowances are based on the lifetime expected credit losses ("ECL") that result from all possible default events over the expected life of the trade receivable, using the simplified approach.

2. BASIS OF PREPARATION (cont'd...)

Significant accounting policies (cont'd...)

For financial assets measured at amortized cost, if, in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed through the consolidated statement of operations to the extent that the carrying amount of the investment at the date the impairment is reversed does not exceed what the amortized cost would have been had the impairment not been recognized.

Impairment of financial assets at amortized cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost.

At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. The Company shall recognize in the statements of net (loss) income, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

Derecognition

Financial assets

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the statements of comprehensive income (loss). However, gains and losses on derecognition of financial assets classified as FVTOCI remain within accumulated other comprehensive income (loss).

Financial liabilities

The Company derecognizes financial liabilities only when its obligations under the financial liabilities are discharged, cancelled or expired. Generally, the difference between the carrying amount of the financial liability derecognized and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognized in the statements of comprehensive loss.

Equipment

On initial recognition, equipment is valued at cost, being the purchase price and directly attributable cost of acquisition or construction required to bring the asset to the location and condition necessary to be capable of operating in the manner intended by the Company, including appropriate borrowing costs and the estimated present value of any future unavoidable costs of dismantling and removing items. The corresponding liability is recognized within provisions.

2. BASIS OF PREPARATION (cont'd...)

Significant accounting policies (cont'd...)

Equipment is subsequently measured at cost less accumulated amortization, less any accumulated impairment losses.

When parts of an item of equipment have different useful lives, they are accounted for as separate items (major components) of equipment.

Gains and losses on disposal of an item of equipment are determined by comparing the proceeds from disposal with the carrying amount and are recognized net within other income in profit or loss.

The amortization rates applicable to each category of property and equipment are as follows:

Computer equipment	- Straight line	3 years

Intangible Assets

Intangible assets are stated at cost, less accumulated amortization and any accumulated impairment losses, and consist of product licenses and could also include items such as brand names and customer lists. Amortization is based on the estimated useful life.

An intangible asset with a finite life is amortized over the useful economic life on a straight-line basis. The amortization period and the amortization method for an intangible asset with a finite useful life are reviewed at least at each financial year end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and treated as changes in accounting estimates. The amortization expense on an intangible asset with a finite life is recognized in the consolidated statements of operations and comprehensive income (loss) over its estimated useful life.

An intangible asset considered having an indefinite life are not amortized, but are tested for impairment annually, or more frequently if an impairment indicator is identified, either individually or at the CGU level.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to equity items, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded using the liability method, providing for temporary differences, between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

The following temporary differences do not result in deferred tax assets or liabilities: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting profit (loss) nor taxable profit (loss); and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Share capital

Share issuance costs, which include commissions, facilitation payments, professional fees and regulatory fees, are charged directly to share capital.

2. BASIS OF PREPARATION (cont'd...)

Significant accounting policies (cont'd...)

Net loss per share

Basic earnings (loss) per share are calculated using the weighted average number of common shares outstanding during the period. Diluted earnings (loss) per share are calculated using the treasury stock method. This method assumes that common shares are issued for the exercise of options, warrants and convertible securities and that the assumed proceeds from the exercise of options, warrants and convertible securities are used to purchase common shares at the average market price during the period. The difference between the number of shares assumed issued and the number of shares assumed purchased is then added to the basic weighted average number of shares outstanding to determine the fully diluted number of common shares outstanding. No exercise or conversion is assumed during the periods in which a net loss is incurred as the effect is anti-dilutive.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions.

Parties are also considered to be related if they are subject to common control and related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Revenue recognition

Revenue is recognized based on IFRS 15 model which contains the following five-step contract-based analysis of transactions guiding revenue recognition:

1. Identify the contract with a customer;
2. Identify the performance obligation(s) in the contract;
3. Determine the transaction price;
4. Allocate the transaction price to the performance obligation(s) in the contract; and
5. Recognize revenue when or as the Company satisfies the performance obligation(s).

The Company sells cleaning, disinfecting and descaling products to distributors, retailers and consumers. Revenue is measured at the amount of consideration to which the Company expects to be entitled to, net of incentives given to its customers. For sales to customers, revenues are recognized when control of the goods has transferred to the customer, which is dependent on specific shipping terms. Following shipping, the distributor has full discretion over the manner of distribution and has the primary responsibility when selling the goods and bears the risks of obsolescence and loss in relation to the goods. A receivable is recognized by the Company when control of the goods has transferred to the distributor as this represents the point in time at which the right to consideration becomes unconditional, as only the passage of time is required before payment is due.

For sales to retailers and consumers, revenue is recognized when control of the goods has transferred, which is dependent on the specific shipping terms. Payment of the transaction price is due at the point in which control transfers.

The Company satisfies its performance obligation when the products are delivered to the distributors or customers.

Revenue is shown net of returns and discounts.

Cost of sales

Cost of product sales includes the cost of finished goods inventory and costs related to shipping and handling and warehousing.

(Expressed in Canadian dollars)

3. CHANGES IN ACCOUNTING POLICIES

The Company adopted IFRS 16 Leases at January 1, 2019. IFRS 16 introduces significant changes to the accounting by lessees, introducing a single, on-balance sheet accounting model that is similar to current finance lease accounting, with limited exceptions for short-term leases or leases of low value assets. Lessor accounting remains similar to current accounting practice. The Company did not have leases as at December 31, 2019.

4. INVENTORY

At December 31, 2019, the Company had inventory totaling $17,580 (December 31, 2018: $74,729), which consists of finished goods inventory. During 2019, the company also recognized a write-down of inventory in the amount of $48,549 as a result of unsold inventory which was included in cost of sales.

5. EQUIPMENT

	Computer Equipment	Total
Cost		
Balance January 1, 2019	$ 2,596	$ 2,596
Additions	-	-
Balance December 31, 2019	$ 2,596	$ 2,596
Depreciation		
Balance January 1, 2019	$ -	-
Depreciation expense	822	822
Balance December 31, 2019	$ 822	$ 822
Net Book Value		
December 31, 2019	$ 1,774	$ 1,774

	Computer Equipment	Total
Cost		
Balance January 1, 2018	$ -	$ -
Additions	2,596	2,596
Balance December 31, 2018	$ 2,596	$ 2,596
Depreciation		
Balance January 1, 2018	$ -	$ -
Depreciation expense	-	-
Balance December 31, 2018	$ -	$ -
Net Book Value		
December 31, 2018	$ 2,596	$ 2,596

(Expressed in Canadian dollars)

6. INTANGIBLE ASSETS

The Company incurred licensing fees of $261,878 in 2014 from a related company owned by the inventor and patent holder (note 8). The Company recognized an impairment in the full amount of the cost in 2016 as the value in use was determined to be lower than cost.

7. SHARE CAPITAL

Authorized share capital

The authorized share capital of the Company consists of an unlimited number of common shares without par value.

Issued share capital

	Number of shares		Amount
Balance January 1, 2018	28,990,000	$	291,250
Private placement - common shares (a)	1,302,000		130,200
Common shares issued for debt reduction (b)	60,000		6,000
Common shares issued for debt reduction (c)	308,000		30,800
Private placement - common shares (d)	912,500		117,697
Private placement - common shares (e)	72,500		14,500
Private placement - common shares (f)	45,000		11,721
Common shares issued for debt reduction (g)	5,000		1,291
Share issuance costs	-		(30,800)
Balance December 31, 2018	31,695,000		572,659
Private placement - common shares (e)	25,000		5,000
Private placement - common shares (f)	57,500		15,557
Private placement - common shares (d)	20,000		2,718
Share issuance costs	-		(2,038)
Balance December 31, 2019	31,797,500	$	593,896

a) In the first half of 2018 the Company had a private placement offering of 1,302,000 common shares to Canadian subscribers for $0.10 per share for gross proceeds of $130,200.
b) In April 2018, 60,000 common shares at $0.10 per share were issued for settlement of debt in the amount of $6,000 owed to a related party.
c) In April 2018, 308,000 common shares at $0.10 per share were issued for settlement of debt in the amount of $30,800 owed to a related party for share issuance costs.
d) In the first half of 2018, the Company had a private placement offering to US subscribers for $0.10 USD per share for gross proceeds of $120,415.
e) In the last quarter of 2018, the Company had a private placement offering to Canadian subscribers for $0.20 per share for gross proceeds of $19,500.
f) In the last quarter of 2018, the Company began a private placement offering to US subscribers for $0.20 per share for gross proceeds of $27,278.
g) In September 2018, 5,000 common shares at $0.20 USD per share were issued for settlement of debt in the amount of $1,291 owed to a related party.
h) During 2017, founders shares were issued to certain key personnel for which the Company has a subscription receivable for in the amount of $48,000.

(Expressed in Canadian dollars)

8. RELATED PARTY TRANSACTIONS

Key management personnel:

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and corporate officers. No key management compensation was paid during the year ended December 31, 2019 (2018: $Nil) although $90,000 per annum was accrued as a management fee in 2019 and 2018. Related party transactions are in the normal course of operations and measured at the exchange amount, which is the amount of consideration established and agreed by the related parties. Amounts due to or from related parties are non-interest bearing and unsecured, unless specified.

Summary of amounts payable to related parties:

	December 31, 2019	December 31, 2018
CEO / Director	$ 320,964	$ 209,987
Companies owned by directors	244,092	256,308
Family member of officer and directors	5,000	5,000
Ending balance	$ 570,056	$ 471,295

The amounts due to directors and management originated from expenses incurred by the directors and management on the behalf of the Company. The payable to the company owned by directors of $244,082 is a US dollar denominated payable in the amount of US $187,937 (2018: US $187,937) related to the acquisition of a worldwide licensing agreement (note 6). Other related parties relate to a family member of the directors. These amounts are unsecured, non-interests bearing and due on demand.

During the year ended December 31, 2018, the Company earned revenue in the amount of $63,914 from the sale of old inventory to a company owned by a director, in exchange for a reduction in debt owed to the related company. There were no sales to related parties during the year ended December 31, 2019.

In 2018, the Company incurred share issuance costs of $30,800 with an officer of the Company that was settled through the issuance of 308,000 common shares (Note 7).

9. SEGMENTED INFORMATION

The Company has two reportable and operating segments which supply cleaning and disinfecting products to customers directly or through online distributers.

The Company operates in two geographical areas, Canada and the United States ("US"). The Company's revenue from external customers and information about non-current assets by location of assets are detailed below:

	Year Ended December 31, 2019	Year Ended December 31, 2018
Revenue		
Canada	$ 25,739	$ 63,913
US	3,660	2,107
	$ 29,399	$ 66,020

(Expressed in Canadian dollars)

9. SEGMENTED INFORMATION (cont'd…)

	December 31, 2019	December 31, 2018
Non-current assets		
Canada	1,774	2,596
US	-	-
	$ 1,774	$ 2,596

The Company's intangible assets are common across all locations. Therefore, management does not classify intangible assets on a location basis.

10. CAPITAL MANAGEMENT

The Company defines capital as consisting of shareholders' equity. The Company's objectives when managing capital are to support the further advancement of the Company's business objectives and existing product lines, as well as to ensure that the Company is able to meet its financial obligations as they become due.

The Company manages its capital structure to maximize its financial flexibility making adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets and business opportunities. The Company relies on the expertise of the Company's management to sustain the future development of the business. Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable. The approach to capital management has not changed since the prior year, and the Company is not subjected to externally imposed capital requirements.

11. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

a) Fair value risk

The Company's financial instruments consist of cash, trade receivables, accounts payable, and related-party payables.

Financial instruments recorded at fair value on the statements of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are as follows:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: Inputs that are not based on observable market data

Trade receivables, accounts payable, accrued liabilities and related-party payable approximate their fair value due to their short-term maturities. Cash under the fair value hierarchy are based on Level 1 quoted prices in active markets for identical assets or liabilities.

b) Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk comprises three types of risk: currency risk, interest rate risk and price risk and are disclosed as follows:

11. F INANCIAL INSTRUMENTS AND RISK MANAGEMENT (cont'd…)

(i) Currency risk

Currency risk is the risk of change in profit or loss that arises from fluctuations of foreign exchange rates and the degree of volatility of these rates. The Company undertakes sales and purchase transactions in foreign currencies and is therefore subject to gains and losses due to fluctuations in foreign currency exchange rates. The Company does not use derivative instruments to reduce its exposure to foreign currency risk.

The consolidated statements of financial position include the following amounts with respect to financial assets and liabilities for which cash flows are originally denominated in US dollars:

	December 31, 2019	December 31, 2018
Cash	$ 11,174	$ 685
Trade and other receivables	$ 778	$ 528
Trade and other payables	$ (1,907)	$ -
Related-party payables	$ (248,130)	$ (256,308)

As at December 31, 2019, if a shift in foreign currency exchange rates of 10% were to occur, the foreign exchange gain or loss on the Company's net monetary assets could change by approximately $30,900 (as at December 31, 2018 – 34,790) due to the fluctuation, and this would be recorded in the consolidated statements of operation and comprehensive income (loss).

(ii) Interest rate risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Company is not exposed to risks associated with the effects of fluctuations in the prevailing levels of market interest rates as its loans are non-interest bearing.

b) Credit risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations.

All the Company's cash is held through a Canadian and American chartered bank and accordingly, the Company's exposure to credit risk is considered to be limited. The Company's trade receivables are small the exposure to credit risk on these amounts are considered to be limited.

The Company's accounts receivable consists of amounts due from various customers. The maximum exposure to credit risk is equal to the carrying value of accounts receivable. The business models of the Company's respective segments require analysis of credit risk specific to each business line. The Company's historic rate of bad debts is low.

The Company applies the simplified approach to providing for expected credit losses prescribed by IFRS 9, which permits the use of the lifetime expected loss provision for all trade receivables. To measure the expected credit losses, trade receivables are assessed primarily on days past due combined with the Company's knowledge of past bad debts.

c) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. At December 31, 2019, the Company's cash balance of $13,901 is unable to settle current liabilities of $617,243. The Company manages its liquidity risk by attempting to maintain sufficient cash and cash equivalents balances to enable settlement of transactions on the due date. Accounts payable, loans payable and accrued liabilities and amounts payable to related parties are all current. As the Company has limited sources of revenue, it may require additional financing to accomplish its long-term strategic objectives.

(Expressed in Canadian dollars)

12. INCOME TAXES

The income tax provision is as follows:

	December 31, 2019	December 31, 2018
Loss before taxes	$ (192,132)	$ (504,441)
Income tax rate	27%	27%
Expected income tax recovery	(51,876)	(136,199)
Non-deductible items	13,108	-
Share issuance costs	(550)	-
Effect on change of tax rate	-	(197)
Change in valuation allowance	39,318	136,396
	$ -	$ -

Significant components of deferred tax assets are as follows:

	December 31, 2019	December 31, 2018
Deferred tax (liability) /asset		
Equipment	$ (62)	$ (105)
Share issue costs	440	-
Non-capital loss carry-forward	180,464	141,629
	180,842	141,524
Valuation allowance	(180,842)	(141,524)
Deferred tax asset	$ -	$ -

At December 31, 2019, the Company has accumulated non-capital losses of $668,384, which are deductible from future years' taxable income and expire between 2037 – 2039.

13. SUBSEQUENT EVENTS

a) In the first quarter of 2020, the Company received funds from a private placement offered to Canadian subscribers for $0.20 per share for gross proceeds of $5,500 and issued 27,500 common shares.

b) In the first quarter of 2020, the Company received funds from a private placement offered to US subscribers for $0.20 per share for gross proceeds of $6,586 and issued 25,000 common shares.

c) On November 20, 2020 the Company entered into an Arrangement Agreement with SoftLab 9 Technologies Inc. ("SoftLab 9"), a publicly listed company on the Canadian Securities Exchange (the "CSE"), pursuant to which the Company and SoftLab 9 will complete a transaction pursuant to which SoftLab 9 would acquire the Company. Upon closing, the Company will be issued an aggregate of 24,000,000 SoftLab 9 shares: 18,600,000 shares of SoftLab 9 with another 5,400,000 shares that be issuable to certain shareholders in increments of 1,800,000 on the anniversary date of the closing in 2022, 2023 and 2024. Shareholders of the Company will become shareholders of the combined entity (the "Resulting Company") with the Resulting Company common shares being listed on the CSE. The principal business activity will be the manufacture and sale of disinfecting, cleaning and descaling products. Upon completion of the Proposed Transaction, the Resulting Company will continue to carry on the business of the Company, under the new name "Clean Go Green Go Innovations." or such other name as may be approved by the board of directors of the Resulting Company. The Proposed Transaction is an arm's length transaction and will constitute a reverse takeover of SoftLab 9 by the Company pursuant to policies of the CSE.

13. SUBSEQUENT EVENTS (cont'd…)

d) In October 2020, the Company issued an additional 150,000 founders shares at $0.005 per share to certain related parties bringing the total issued and outstanding shares to 32,000,000.

Clean Go Green Go Inc.
Managements Discussion & Analysis
For the Year Ended December 31, 2019 & 2018

This Management's Discussion and Analysis ("MD&A") should be read in conjunction with the consolidated financial statements and notes thereto for the year ending December 31, 2019 of Clean Go Green Go Inc. (the "Company" or "Clean Go"). Such financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"). All dollar amounts are expressed in Canadian dollars unless otherwise indicated. This MD&A is prepared as of **January 14, 2021.**

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information provided in this MD&A, including information incorporated by reference, may contain "forward- looking statements" about the Company. In addition, the Company may make or approve certain statements in future filings with Canadian securities regulatory authorities, in press releases, or in oral or written presentations by representatives of the Company that are not statements of historical fact and may also constitute forward-looking statements. All statements, other than statements of historical fact, made by the Company that address activities, events or developments that the Company expects or anticipates will or may occur in the future are forward-looking statements, including, but not limited to, statements preceded by, followed by or that include words such as "may", "will", "would", "could", "should", "believes", "estimates", "projects", "potential", "expects", "plans", "intends", "anticipates", "targeted", "continues", "forecasts", "designed", "goal", or the negative of those words or other similar or comparable words. Forward-looking statements may relate to future financial conditions, results of operations, plans, objectives, performance or business developments. Such statements reflect our current views with respect to future events and are subject to risks and uncertainties and are necessarily based upon a number of estimates and assumptions that, while considered reasonable by Clean Go, are inherently subject to significant business, economic, competitive, political and social uncertainties and contingencies. Many factors could cause our actual results, performance or achievements to be materially different from any future results, performance, or achievements that may be expressed or implied by such forward-looking statements. In making the forward-looking statements included in this MD&A, the Company has made various material assumptions, including, but not limited to: (i) receiving patents on its proprietary product formulation; (ii) obtaining enough customers to create market; (iii) general business and economic conditions; (iv) the availability of financing on reasonable terms; (v) the Company's ability to attract and retain skilled staff; (vi) market competition; (vii) the products and technology offered by the Company's competitors; and (viii) the Company's ability to protect proprietary rights.

In evaluating forward-looking statements, current and prospective shareholders should specifically consider various factors, including the risks outlined below under the heading "Financial Instruments and Risks". Should one or more of these risks or uncertainties, or a risk that is not currently known to us materialize, or should assumptions underlying those forward-looking statements prove incorrect, actual results may vary materially from those described herein. These forward-looking statements are made as of the date of this MD&A and we do not intend, and do not assume any obligation, to update these forward-looking statements, except as required by applicable securities laws. Investors are cautioned that forward-looking statements are not guarantees of future performance and are inherently uncertain. Accordingly, investors are cautioned not to put undue reliance on forward-looking statements.

OVERVIEW AND OUTLOOK

The Company was incorporated on January 23, 2009 and its head office is located at Unit 15, 5656 10 St NE, Calgary, Alberta. Its wholly owned US subsidiary was incorporated on May 14, 2018. The Company's principal business activity is to manufacture and sell cleaning and disinfecting and descaling solutions using a proprietary formulation which is non-toxic, biodegradable and uses no harsh chemicals to provide a green solution to buyers.

Significant Events

In 2014, the Company obtained an exclusive worldwide licensing agreement from a company owned by the inventor and patent holder to utilize the propriety solution to sell cleaning, disinfecting and descaling products.

In 2018, the Company completed private placements in Canada and the USA at and issued 2,705,000 shares and raised total proceeds of $281,409 after deducting share issuance costs. In 2019, the Company issued 102,500 shares and raised an additional $21,237 net of share issuance costs. (See also note 7 in the annual financial statements).

Subsequent Events

Since March 2020, several measures have been implemented in Canada and the rest of the world in response to the increased impact from novel coronavirus (COVID-19). The Company continues to operate its business at this time. While the impact of COVID-19 is expected to be temporary, the current circumstances are dynamic and the impacts of COVID-19 on business operations cannot be reasonably estimated at this time. The Company anticipates this could have a positive impact on its business, results of operations, financial position and cash flows in 2020.

In 2020, the Company issued 52,500 shares of the company raising $9,994 net of share issuance costs (see also note 14 of the annual financial statements). In October 2020 the Company issued an additional 150,000 founders shares to insiders of the Company for $0.005 per share in exchange for a reduction in debt to the related party. The total issued and outstanding shares is 32,000,000.

On November 20, 2020 the Company entered into an Arrangement Agreement with SoftLab 9 Technologies Inc. ("SoftLab 9"), a publicly listed company on the CSE, pursuant to which the Company and SoftLab 9 will complete a transaction pursuant to which SoftLab 9 would acquire the Company. Upon closing, the Company will be issued an aggregate of 24,000,000 SoftLab 9 shares: 18,600,000 shares at closing with another 5,400,000 shares that be issuable to certain shareholders in increments of 1,800,000 on the anniversary date of the closing in 2022, 2023 and 2024. Shareholders of the Company will become shareholders of the combined entity (the "Resulting Company") with the Resulting Company common shares being listed on the Canadian Securities Exchange (the "CSE"). The principal business activity will be the manufacture and sale of disinfecting, cleaning and descaling products. Upon completion of the Proposed Transaction, the Resulting Company will continue to carry on the business of the Company, under the new name "Clean Go Green Go Innovations." or such other name as may be approved by the board of directors of the Resulting Company. The Proposed Transaction is an arm's length transaction and will constitute a reverse takeover of SoftLab 9 by the Company pursuant to policies of the CSE.

CONSOLIDATED RESULTS OF OPERATIONS

	Three months ended December 31		Year ended December 31	
	2019	2018	**2019**	2018
Revenue	**11,184**	64,124	**29,399**	66,020
Cost of goods sold	**(69,191)**	(2,665)	**(99,251)**	(26,980)
Gross margin	**(58,007)**	61,459	**(69,852)**	39,040
Other income	**-**	-	**-**	-
Selling, general and administrative	**(29,882)**	(33,135)	**(133,626)**	(519,447)
Finance costs	**(146)**	(122)	**(293)**	(1,417)
	(88,035)	28,202	**(203,771)**	(481,824)
Gain / loss on divestiture	**-**	-	**-**	-
Depletion and depreciation	**(205)**	-	**(822)**	-
Foreign exchange gain (loss)	**4,977**	(13,859)	**12,461**	(22,617)
Net loss	**(83,263)**	14,343	**(192,132)**	(504,441)

Revenue was lower in the quarter and year ended December 31, 2019 ($52,940 and $36,621respectively) compared to the prior year as there was a $63,914 sale of product to a related party in December 2018. Cost of sales for the quarter and year end were $66,526 and $72,271 higher than the comparable periods in 2018. The value of the inventory had been impaired in a prior year. Also, storage and warehousing costs were higher in 2019 as the production run done in 2018 was not moved into storage until July 2018.

Selling, general and administrative costs for the three months and year ending December 31, 2019 were lower $3,554 and $385,821 lower than the comparative periods in 2018. The primary reason for the change is that a significant marketing campaign was conducted with a third party enterprise in 2018 which proved unsuccessful.

($, except per share amounts)	Dec-19	Sep-19	Jun-19	Mar-19	Dec-18	Sep-18	Jun-18	Mar-18
Revenue	11,184	13,206	4,907	102	64,124	1,795	101	-
Cash (used in) from operations	(1,898)	(4,655)	(4,265)	(3,772)	(2,830)	(17,763)	(93,766)	(272,760)
Net loss	(83,263)	(42,428)	(40,262)	(26,179)	14,343	(47,954)	(152,166)	(318,664)
Per share - basic and diluted	(0.00)	(0.00)	(0.00)	(0.00)	0.00	0.00	(0.01)	(0.01)
Total assets	34,770	86,183	79,437	81,038	85,107	77,720	79,344	10,369

LIQUIDITY AND CAPITAL RESOURCES

As at December 31, 2019, the Company's capital is composed of shareholders' equity and non-interest bearing loans from related parties. The Company's primary objectives, when managing its capital, are to maintain adequate levels of funding to support operations of the Company and to maintain corporate and administrative functions. The Company defines capital as cash and equity, consisting of the issued common stock. The capital structure of the Company is managed to provide sufficient funding operating activities. Funds are primarily secured through sales or a combination of equity capital raised by way of private

placements and short-term debt. The Company had cash of $13,901 as at December 31, 2019 and the Company had working capital deficit of $584,247 as at December 31, 2019. The Company manages its capital structure in a manner that provides sufficient funding for operational and capital expenditure activities. Funds are secured through revenues or equity capital raised by means of private placements. There can be no assurances that the Company will be able to obtain debt or equity capital in the case of working capital deficits. The Company is not subject to any externally imposed capital requirements. If additional funds are required, the Company plans to raise additional capital primarily through the private placement of its equity securities. Under such circumstances, there is no assurance that the Company will be able to obtain further funds required for the Company's continued working capital requirements. There were no changes to the Company's approach to capital management during the year ended December 31, 2019.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has not entered into any off-balance sheet arrangements.

RELATED PARTY TRANSACTIONS AND MANAGEMENT AND BOARD COMPENSATION

In 2018, the Company the Company earned revenue in the amount of $63,914 from the sale of old inventory to a related party in exchange for a reduction in debt owed to the related party. As well, the Company incurred share issuance costs from an Officer of Clean Go which was settled through the issuance of 308,000 commons shares of the Company.

No key management compensation was paid during the year ended December 31, 2019 (2018: $Nil) although $90,000 per annum was accrued as a management fee in 2019 and 2018. Related party transactions are in the normal course of operations and measured at the exchange amount, which is the amount of consideration established and agreed by the related parties. Amounts due to or from related parties are non-interest bearing and unsecured, unless specified.

FINANCIAL INSTRUMENTS AND RISKS

a) Fair value risk

The Company's financial instruments consist of cash, trade receivables, accounts payable, and related-party payables .

Financial instruments recorded at fair value on the statements of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are as follows:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: Inputs that are not based on observable market data

Trade receivables, accounts payable, related-party payable and loans payable approximate their fair value due to their short-term maturities. Cash under the fair value hierarchy are based on Level 1 quoted prices in active markets for identical assets or liabilities. The fair value of the loan payable also approximate to its carrying value due to the fact that they are non-interest bearing.

b) Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk comprises three types of risk: currency risk, interest rate risk and price risk and are disclosed as follows:

(i) Currency risk

Currency risk is the risk of change in profit or loss that arises from fluctuations of foreign exchange rates and the degree of volatility of these rates. The Company undertakes sales and purchase transactions in foreign currencies and is therefore subject to gains and losses due to fluctuations in foreign currency exchange rates. The Company does not use derivative instruments to reduce its exposure to foreign currency risk.

The consolidated statements of financial position include the following amounts with respect to financial assets and liabilities for which cash flows are originally denominated in currencies other than Canadian dollars:

	December 31, 2019	December 31, 2018
Cash	**$ 11,174**	$ 685
Trade and other receivables	**778**	528
Trade and other payables	**(1,907)**	-
Related-party payables	**(248,143)**	(256,308)

As at December 31, 2019, if a shift in foreign currency exchange rates of 10% were to occur, the foreign exchange gain or loss on the Company's net monetary assets could change by approximately $30,900 (as at December 31, 2018 – 34,790) due to the fluctuation, and this would be recorded in the consolidated statements of operation and comprehensive income (loss).

(ii) Interest rate risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Company is not exposed to risks associated with the effects of fluctuations in the prevailing levels of market interest rates as its loans are non-interest bearing.

b) Credit risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations.

All the Company's cash is held through a Canadian and American chartered bank and accordingly, the Company's exposure to credit risk is considered to be limited. The Company's trade receivables are small the exposure to credit risk on these amounts are considered to be limited.

The Company's accounts receivable consists of amounts due from various customers. The maximum exposure to credit risk is equal to the carrying value of accounts receivable. The business models of the Company's respective segments require analysis of credit risk specific to each business line. The Company's historic rate of bad debts is low.

The Company applies the simplified approach to providing for expected credit losses prescribed by IFRS 9, which permits the use of the lifetime expected loss provision for all trade receivables. To measure the expected credit losses, trade receivables are assessed primarily on days past due combined with the Company's knowledge of past bad debts.

c) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. At December 31, 2019, the Company's cash balance of $13,901 is unable to settle current liabilities of $617,243. The Company manages its liquidity risk by attempting to maintain sufficient cash and cash equivalents balances to enable settlement of transactions on the due date. Accounts payable, loans payable and accrued liabilities and amounts payable to related parties are all current. As the Company has limited sources of revenue, it may require additional financing to accomplish its long-term strategic objectives.

Clean Go Green Go Inc.

Condensed Interim Consolidated Financial Statements

For the three and nine months ended September 30, 2020 and 2019

(Expressed in Canadian Dollars)

Clean Go Green Go Inc.

Consolidated Statements of Financial Position

(Expressed in Canadian dollars)

(unaudited)	Notes	**September 30, 2020**	December 31, 2019
ASSETS			
Current assets			
Cash		**$ 446,925**	$ 13,901
Trade and other receivables		**83,543**	1,515
Deposits and prepaid expenses		**8,289**	-
Inventory	3	**111,211**	17,580
		649,968	32,996
Non-current assets			
Assets-in-use	4	**25,138**	-
Property and equipment		**72,509**	1,774
		97,647	1,774
		$ 747,615	$ 34,770
LIABILITIES			
Current			
Accounts payable and accrued liabilities		**$ 103,892**	$ 47,187
Related-party payables	7	**524,655**	570,056
Advances from SoftLab 9		**800,000**	-
Current portion of lease liabilities	4	**13,620**	-
		1,442,167	617,243
Non-current liabilities			
Future lease obligation	4	**11,654**	-
		11,654	-
		1,453,821	617,243
SHAREHOLDERS' EQUITY			
Share capital	6	**603,890**	593,896
Share subscriptions receivable	6	**(48,000)**	(48,000)
Accumulated other comprehensive loss		**(1,759)**	128
Deficit		**(1,260,337)**	(1,128,497)
		(706,206)	(582,473)
		$ 747,615	$ 34,770

Nature of operations (Note 1)
Subsequent events (Note 10)

Approved on behalf of the Board on January 15, 2021:

/s/ Anthony Sarvucci
Anthony Sarvucci – Director

/s/ Paula Sarvucci
Paula Pearce-Sarvucci – Director

The accompanying notes are an integral part of these consolidated financial statements.

Clean Go Green Go Inc.

Consolidated Statements of Loss and Comprehensive Loss

(Expressed in Canadian dollars)

(unaudited)	Notes	**Three months ended September 30, 2020**	Three months ended September 30, 2019	**Nine Months Ended September 30, 2020**	Nine Months Ended September 30, 2019
Total Revenue		**$ 100,874**	$ 13,206	**$ 175,795**	$ 18,215
Cost of sales		**(61,683)**	(13,214)	**(152,928)**	(30,060)
Gross Margin		**39,191**	(8)	**22,867**	(11,845)
Expenses					
Selling and administrative	7	**99,589**	39,348	**140,283**	103,744
Depreciation and amortization		**5,166**	206	**5,580**	617
Foreign exchange loss / (gain)		**(5,432)**	2,786	**6,575**	(7,484)
Finance expense	5	**1,532**	80	**2,269**	147
		100,855	42,420	**154,707**	97,024
Income (loss) before income tax recovery		**(61,664)**	(42,428)	**(131,840)**	(108,869)
Net loss		**(61,664)**	(42,428)	**(131,840)**	(108,869)
Translation gain / (loss) on foreign operations		**(3,002)**	782	**(1,887)**	(2,196)
Net and comprehensive income (loss)		**(64,666)**	(41,646)	**(133,727)**	(111,065)
Basic and diluted loss per share		**$ (0.00)**	$ (0.00)	**$ (0.00)**	$ (0.00)
Weighted average number of common shares outstanding diluted		31,850,000	31,727,500	31,817,222	31,696,108

The accompanying notes are an integral part of these consolidated financial statements.

(Expressed in Canadian dollars)

(unaudited)	Notes	**Nine Months Ended September 30, 2020**	Nine Months Ended September 30, 2019
Cash (used in) / provided by:			
Operating activities:			
Net loss		**$ (131,840)**	$ (108,869)
Items not involving cash:			
Depreciation and amortization		**5,580**	617
Unrealized foreign exchange		**5,585**	(7,090)
		(120,675)	(115,342)
Net change in non-cash working capital	9	**(180,424)**	102,650
Cash from / (used in) operations		**(301,099)**	(12,692)
Financing activities:			
Proceeds from share issuances	6	**9,994**	6,969
Repayment of lease obligations		**(3,455)**	-
Net change in non-cash working capital	9	**800,000**	-
Cash from / (used in) financing activities		**806,539**	6,969
Investing activities:			
Acquisition of property and equipment		**(72,724)**	-
Cash used in investing activities		**(72,724)**	-
Increase / (decrease) in cash		**432,716**	(5,723)
Net effect of foreign exchange on cash held in foreign currencies		**308**	(20)
Cash, beginning of period		**13,901**	7,254
Cash, end of period		**$ 446,925**	$ 1,511

The accompanying notes are an integral part of these consolidated financial statements.

(Expressed in Canadian dollars)

($) (unaudited)	Notes	Amount	Share subscriptions receivable	Accumulated other comprehensive loss	Deficit	Total equity
Balance January 01, 2019		$ 572,659	$ (48,000)	$ 3,198	$ (936,365)	$ (408,508)
Net loss for the period		-	-	-	(108,869)	(108,869)
Issuance of common shares		6,969	-	-	-	6,969
Translation loss on foreign operations		-	-	(2,196)	-	(2,196)
Balance September 30, 2019		$ 579,628	$ (48,000)	$ 1,002	$ (1,045,234)	$ (512,604)
Balance January 01, 2020		$ 593,896	$ (48,000)	$ 128	$ (1,128,497)	$ (582,473)
Net loss for the period		-	-	-	(131,840)	(131,840)
Issuance of common shares	6	12,086	-	-	-	12,086
Share issue costs	6	(2,092)	-	-	-	(2,092)
Translation loss on foreign operations		-	-	(1,887)	-	(1,887)
Balance September 30, 2020		**$ 603,890**	**$ (48,000)**	**$ (1,759)**	**$ (1,260,337)**	**$ (706,206)**

The accompanying notes are an integral part of these consolidated financial statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

Clean Go Green Go Inc. (the "Company" or "CleanGo") was incorporated on January 23,2009 and its wholly owned US subsidiary CleanGo GreenGo Inc. ("Cleango US") was incorporated on May 14, 2018. The head office, principal address and registered and records office of the Company are located at Unit 15 5656 10 St NE, Calgary, Alberta. The financial results of CleanGo US are consolidated with the CleanGo.

The Company's principal business activity is to manufacture and sell cleaning and disinfecting solutions using a proprietary formulation which is non-toxic, biodegradable and uses no harsh chemicals to provide a green cleaning/disinfecting solution to buyers.

On November 20, 2020 the Company entered into an Arrangement Agreement with SoftLab 9 Technologies Inc. ("SoftLab 9"), a publicly listed company on the CSE, pursuant to which the Company and SoftLab 9 will complete a transaction pursuant to which SoftLab 9 would acquire the Company. Upon closing, the Company will be issued an aggregate of 24,000,000 SoftLab 9 shares: 18,600,000 shares at closing with another 5,400,000 shares that be issuable to certain shareholders in increments of 1,800,000 on the anniversary date of the closing in 2022, 2023 and 2024. Shareholders of the Company will become shareholders of the combined entity (the "Resulting Company") with the Resulting Company common shares being listed on the Canadian Securities Exchange (the "CSE"). The principal business activity will be the manufacture and sale of disinfecting, cleaning and descaling products. Upon completion of the Proposed Transaction, the Resulting Company will continue to carry on the business of the Company, under the new name "Clean Go Green Go Innovations." or such other name as may be approved by the board of directors of the Resulting Company. The Proposed Transaction is an arm's length transaction and will constitute a reverse takeover of SoftLab 9 by the Company pursuant to policies of the CSE.

The Company incurred a net loss of $131,840 for the nine months ended September 30, 2020 and the Company had a history of losses and an accumulated deficit of $1,260,337 (December 31, 2019 - $1,128,497) and as of that date, the Company's current liabilities exceeded its current assets by $792,199 (December 31, 2019 - $584,247). Consequently, continuing business as a going concern is dependent upon the success of the Company's sale of inventory, generation of positive cash flows and the ability of the Company to obtain additional debt or equity financing all of which are uncertain. These material uncertainties may cast significant doubt on the Company's ability to continue as a going concern.

The Company's future capital requirements will depend on many factors, including the costs of research and developing its products, operating costs, the current capital market environment and global market conditions. The continued operations of the Company are dependent on its ability to develop a sufficient financing plan, receive continued financial support from related parties, complete sufficient public equity financing, and ultimately generate profitable operations in the future. The Company has no assurance that it will be successful in its efforts. If the Company is unable to obtain financing in the amounts and on terms deemed acceptable, the future success of the business could be adversely affected.

These consolidated financial statements ("Financial Statements") have been prepared in accordance with International Financial Reporting Standards ("IFRS") with the assumption that the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than a process of forced liquidation. These Financial Statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and any related adverse public health developments, has adversely affected workforces, economies, and financial markets globally, potentially leading to an economic downturn. The future impact on the Company is not currently determinable but operating activity in 2020 improved as demand for cleaning and disinfecting products has increased. Management continues to monitor the situation.

2. BASIS OF PREPARATION

The condensed consolidated interim financial statements have been prepared in accordance with IAS 34, *Interim Financial Reporting* as adopted by the International Accounting Standards Board ("IASB"), using the Canadian dollar as the reporting currency. The Canadian dollar is the functional currency of the Canadian parent company. All financial information is presented in Canadian dollars, unless otherwise indicated. These condensed consolidated interim financial statements are prepared in accordance with International Financial Reporting Standards ("IFRS") and with the same accounting policies and methods of computation followed as described in Note 2 of the most recent audited consolidated annual financial statements as at and for the year ended December 30, 2019. The condensed consolidated interim financial statements do not include all of the information required for full consolidated annual financial statements. Certain information and footnote disclosures normally included in consolidated annual financial statements prepared in accordance with IFRS were omitted or condensed where such information is not considered material to the understanding of the Company's condensed consolidated interim financial statements.

While preparing these condensed consolidated interim financial statements, management exercised significant judgment in connection with the potential impact of the COVID-19 pandemic on the Company's reported assets, liabilities, revenue and expenses, and on the related disclosures, using estimates and assumptions which are subject to significant uncertainties. The extent to which COVID-19 will impact the Company's business, financial condition and results of operations will depend on future developments, which are highly uncertain and cannot be predicted at this time. These future developments include the duration, severity and scope of the COVID-19 outbreak, the measures taken by various government authorities to contain it and the reaction of the general public to, and compliance with, such containment measures. Accordingly, actual results could differ materially from the pandemic-related estimates and assumptions made by management in the preparation of these condensed consolidated interim financial statements.

The preparation of the condensed interim financial statements requires management to make judgments regarding the going concern of the Company as previously discussed in note 1.

These Financial Statements are authorized for issue by the Board of Directors on January 15, 2021.

3. INVENTORY

At September 30, 2020, the Company had inventory totaling $111,211 (December 31, 2019: $17,580), which consists of finished goods inventory. Inventories are carried at the lower of cost and net realizable value.

4. LEASES

In 2020, the Company entered into an office lease which expires in 2022.

Changes in the Company's assets-in-use for the period are as follows:

	Assets-in-use
Recognition of office lease at July 1, 2020	$ 28,729
Amortization for the period	(3,591)
Balance September 30, 2020	$ 25,138

(Expressed in Canadian dollars)

4. LEASES (cont'd…)

The changes in the Company's lease liability for the period are as follows:

	Lease liability
Recognition of office lease at July 1, 2020	$ 28,729
Principal payments	(3,455)
Balance September 30, 2020	25,274
Less: current portion	(13,620)
Balance September 30, 2020	$ 11,654

5. FINANCE EXPENSE

	Three months ended September 30,	Three months ended September 30,	**Nine Months Ended September 30,**	Nine Months Ended September 30,
Finance costs				
Interest expense	**$ 1,532**	$ 80	**2,269**	$ 147
	$ 1,532	$ 80	**$ 2,269**	$ 147

6. SHARE CAPITAL

Authorized share capital

The authorized share capital of the Company consists of an unlimited number of common shares without par value.

Issued share capital

	Number of shares	Amount
Balance December 31, 2019	31,797,500	593,896
Private placement - common shares (a)	25,000	6,586
Private placement - common shares (b)	27,500	5,500
Share issuance costs	-	(2,092)
Balance September 30, 2020	31,850,000	$ 603,890

a) In the first quarter of 2020, the Company had a private placement offering to US subscribers for $0.20 USD per share for gross proceeds of $6,586.
b) In the first quarter of 2020, the Company had a private placement offering to Canadian subscribers for $0.20 per share for gross proceeds of $5,500.
c) During 2017, founders shares were issued to certain key personnel for which the Company has a subscription receivable for in the amount of $48,000.

(Expressed in Canadian dollars)

7. RELATED PARTY TRANSACTIONS

Key management personnel:

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and corporate officers. No key management compensation was paid during the nine months ended September 30, 2020 (2019: $Nil) although $67,500 was accrued as a management fee in for the nine months ended September 30, 2019. Related party transactions are in the normal course of operations and measured at the exchange amount, which is the amount of consideration established and agreed by the related parties.

Summary of amounts payable to related parties:

	September 30, 2020	December 31, 2019
Directors and officers	**$ 268,966**	$ 320,964
Companies owned by directors	**250,689**	244,092
Family member of officer and directors	**5,000**	5,000
Ending balance	**$ 524,655**	$ 570,056

The amounts due to directors and management originated from expenses incurred by the directors and management on the behalf of the Company. Amounts due to related parties are non-interest bearing, unsecured and due on demand.

Subsequent to September 30, 2020, the Company issued 150,000 founders shares for $0.005 per share to certain related parties and reduced debt owing.

8. SEGMENTED INFORMATION

The Company has two reportable and operating segments which supply cleaning and disinfecting products to customers directly or through online distributers.

The Company operates in two geographical areas, Canada and the United States ("US"). The Company's revenue from external customers and information about non-current assets by location of assets are detailed below:

	Three months ended September 30, 2020	Three months ended September 30, 2019	**Nine Months Ended September 30, 2020**	Nine Months Ended September 30, 2019
Revenue				
Canada	**$ 5,188**	$ 11,693	**$ 50,418**	$ 15,027
US	**95,686**	1,513	**125,377**	3,188
	$ 100,874	$ **13,206**	**$ 175,795**	$ **18,215**

(Expressed in Canadian dollars)

8. SEGMENTED INFORMATION (cont'd…)

	September 30, 2020	December 31, 2019
Non-current assets		
Canada	**97,647**	1,774
US	**-**	-
	$ 97,647	$ 1,774

9. SUPPLEMENTAL CASH FLOW INFORMATION

Net changes in balances related to operations are as follows:

	Nine Months Ended September 30, 2020	Nine Months Ended September 30, 2019
Changes in non-cash working capital		
Trade and other receivables	**$ (83,055)**	$ (12,198)
Deposits and prepaid expenses	**(8,289)**	-
Inventory	**(93,665)**	2,286
Accounts payable and accrued liabilities	**56,600**	47,758
Related party payables	**(52,015)**	64,804
Advances from SoftLab 9	**800,000**	-
	$ 619,576	$ 102,650
Operating activities	**$ (180,424)**	$ 102,650
Financing activities	**800,000**	-
	$ 619,576	$ 102,650

10. SUBSEQUENT EVENTS

a) In October 2020, the Company issued an additional 150,000 founders shares for $0.005 per share to certain related parties bringing the total issued and outstanding shares to 32,000,000.

b) On November 20, 2020 the Company entered into an Arrangement Agreement with SoftLab 9 whereby the Company will complete a reverse take over of SoftLab 9 in order to list its shares on the CSE (Note 1).

Clean Go Green Go Inc.
Managements Discussion & Analysis
For the Quarter Ended September 30, 2020

This Management's Discussion and Analysis ("MD&A") should be read in conjunction with Clean Go Green Go's (the "Company" or "Clean Go") consolidated financial statements and notes thereto for the three and nine months ended September 30, 2020, our annual audited consolidated financial statements and the related notes thereto for the year ended December 31, 2019 and our managements discussion and analysis for the year ended December 31, 2019. Such financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"). All dollar amounts are expressed in Canadian dollars unless otherwise indicated. This MD&A is prepared as of **January 15, 2021.**

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information provided in this MD&A, including information incorporated by reference, may contain "forward- looking statements" about the Company. In addition, the Company may make or approve certain statements in future filings with Canadian securities regulatory authorities, in press releases, or in oral or written presentations by representatives of the Company that are not statements of historical fact and may also constitute forward-looking statements. All statements, other than statements of historical fact, made by the Company that address activities, events or developments that the Company expects or anticipates will or may occur in the future are forward-looking statements, including, but not limited to, statements preceded by, followed by or that include words such as "may", "will", "would", "could", "should", "believes", "estimates", "projects", "potential", "expects", "plans", "intends", "anticipates", "targeted", "continues", "forecasts", "designed", "goal", or the negative of those words or other similar or comparable words. Forward-looking statements may relate to future financial conditions, results of operations, plans, objectives, performance or business developments. Such statements reflect our current views with respect to future events and are subject to risks and uncertainties and are necessarily based upon a number of estimates and assumptions that, while considered reasonable by Clean Go, are inherently subject to significant business, economic, competitive, political and social uncertainties and contingencies. Many factors could cause our actual results, performance or achievements to be materially different from any future results, performance, or achievements that may be expressed or implied by such forward-looking statements. In making the forward-looking statements included in this MD&A, the Company has made various material assumptions, including, but not limited to: (i) receiving patents on its proprietary product formulation; (ii) obtaining enough customers to create market; (iii) general business and economic conditions; (iv) the availability of financing on reasonable terms; (v) the Company's ability to attract and retain skilled staff; (vi) market competition; (vii) the products and technology offered by the Company's competitors; and (viii) the Company's ability to protect proprietary rights.

In evaluating forward-looking statements, current and prospective shareholders should specifically consider various factors, including the risks outlined below under the heading "Financial Instruments and Risks". Should one or more of these risks or uncertainties, or a risk that is not currently known to us materialize, or should assumptions underlying those forward-looking statements prove incorrect, actual results may vary materially from those described herein. These forward-looking statements are made as of the date of this MD&A and we do not intend, and do not assume any obligation, to update these forward-looking statements, except as required by applicable securities laws. Investors are cautioned that forward-looking statements are not guarantees of future performance and are inherently uncertain. Accordingly, investors are cautioned not to put undue reliance on forward-looking statements.

OVERVIEW AND OUTLOOK

The Company was incorporated on January 23, 2009 and its head office is located at Unit 15, 5656 10 St NE, Calgary, Alberta. Its wholly owned US subsidiary was incorporated on May 14, 2018. The Company's principal business activity is to manufacture and sell cleaning and disinfecting and descaling solutions using a proprietary formulation which is non-toxic, biodegradable and uses no harsh chemicals to provide a green solution to buyers.

Significant Events

Since March 2020, several measures have been implemented in Canada and the rest of the world in response to the increased impact from novel coronavirus (COVID-19). The Company continues to operate its business at this time. The extent to which COVID-19 will impact the Company's business, financial condition and results of operations will depend on future developments, which are highly uncertain and cannot be predicted at this time although operational activity for the Company did increase in 2020 as demand for cleaning and disinfecting products increased. These future developments include the duration, severity and scope of the COVID-19 outbreak, the measures taken by various government authorities to contain it and the reaction of the general public to, and compliance with, such containment measures.

In 2020, the Company issued 52,500 shares of the company raising $9,994 net of share issuance costs (see also note 6 of the interim financial statements). In October 2020 the Company issued an additional 150,000 founders shares to insiders of the Company in exchange for a reduction in debt to the related party. The total issued and outstanding shares is 32,000,000.

On November 20, 2020 the Company entered into an Arrangement Agreement with SoftLab 9 Technologies Inc. ("SoftLab 9"), a publicly listed company on the CSE, pursuant to which the Company and SoftLab 9 will complete a transaction pursuant to which SoftLab 9 would acquire the Company. Upon closing, the Company will be issued an aggregate of 24,000,000 SoftLab 9 shares: 18,600,000 shares at closing with another 5,400,000 shares that be issuable to certain shareholders in increments of 1,800,000 on the anniversary date of the closing in 2022, 2023 and 2024. Shareholders of the Company will become shareholders of the combined entity (the "Resulting Company") with the Resulting Company common shares being listed on the Canadian Securities Exchange (the "CSE"). The principal business activity will be the manufacture and sale of disinfecting, cleaning and descaling products. Upon completion of the Proposed Transaction, the Resulting Company will continue to carry on the business of the Company, under the new name "Clean Go Green Go Innovations." or such other name as may be approved by the board of directors of the Resulting Company. The Proposed Transaction is an arm's length transaction and will constitute a reverse takeover of SoftLab 9 by the Company pursuant to policies of the CSE. During the third quarter, SoftLab 9 provided $800,000 of cash advances to the Company to assist with advancing business opportunities.

Clean Go Green Go Inc.
Managements Discussion & Analysis
For the Quarter Ended September 30, 2020

CONSOLIDATED RESULTS OF OPERATIONS

	Three months ended September 30		Nine Months Ended September 30	
($)	**2020**	2019	**2020**	2019
Revene	**100,874**	13,206	**175,795**	18,215
Cost of goods sold	**(61,683)**	(13,214)	**(152,928)**	(30,060)
Gross margin	**39,191**	(8)	**22,867**	(11,845)
Selling, general and administrative	**(99,589)**	(39,348)	**(140,283)**	(103,744)
Finance costs	**(1,532)**	(80)	**(2,269)**	(147)
	(61,930)	(39,436)	**(119,685)**	(115,736)
Depletion and depreciation	**(5,166)**	(206)	**(5,580)**	(617)
Foreign exchange gain (loss)	**5,432**	(2,786)	**(6,575)**	7,484
Net loss	**(61,664)**	(42,428)	**(131,840)**	(108,869)

Revenue for the three months and nine months ended September 30, 2020 of $100,874 and $175,795 respectively was $87,668 and $157,580 higher compared to the same periods last year. The primary reasons for the increase were due to higher sales as a result of the COVID-19 pandemic which has helped create higher demands for cleaning and disinfecting products. Cost of sales for the quarter and nine months ended September of $61,883 and $152,928 respectively were $48,469 and $122,868 higher than the comparable periods in 2019. Cost of sales increased due to higher volumes of product sold online as well as from higher storage and warehousing costs due to increased inventory volume.

Selling, general and administrative costs for the three and nine months ended September 30, 2020 of $99,589 and $140,283 respectively were $60,241 and $36,539 higher than the comparative periods in 2019. The primary reasons for the increase resulted from costs due to increased activity and opportunity. The Company invested on website development and marketing in order to expand its online presence, signed a lease on an office and warehouse facility as well as hired a part-time sales employee. As well, the Company accrued consulting fees related to the proposed business combination with SoftLab 9.

Finance costs of $1,532 and $2,269 for the three and nine months ended September 30, 2020 increased from $80 and $147 in the same periods in 2019 as a result of higher interest costs as a result of entering into a lease for its Calgary office and warehouse space in July 2020.

($, except per share amounts)	Sep-20	Jun-20	Mar-20	Dec-19	Sep-19	Jun-19	Mar-19	Dec-18
Revenue	100,874	61,461	13,460	11,184	13,206	4,907	102	64,124
Cash (used in) from operations	(465,192)	185,020	(20,927)	(1,898)	(4,655)	(4,265)	(3,772)	(2,830)
Net loss	(61,664)	(33,849)	(36,327)	(83,263)	(42,428)	(40,262)	(26,179)	14,343
Per share - basic and diluted	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	0.00
Total assets	747,615	361,011	33,249	34,770	86,183	79,437	81,038	85,107

LIQUIDITY AND CAPITAL RESOURCES

As at September 30, 2020, the Company's capital is composed of shareholders' equity and non-interest bearing loans from related parties as well as a non-interest bearing advance for SoftLab 9. The Company's primary objectives, when managing its capital, are to maintain adequate levels of funding to support operations of the Company and to maintain corporate and administrative functions. The Company defines capital as cash and equity, consisting of the issued common stock. The capital structure of the Company is managed to provide sufficient funding operating activities. Funds are primarily secured through sales or a combination of equity capital raised by way of private placements and short-term debt. The Company had cash of $446,925 as at September 30, 2020 and had working capital deficit of $792,199. The Company's cash balance increased during the quarter primarily as a result of cash advances from SoftLab 9 of $800,000. The Company manages its capital structure in a manner that provides sufficient funding for operational and capital expenditure activities. Funds are secured through revenues or equity capital raised by means of private placements. There can be no assurances that the Company will be able to obtain debt or equity capital in the case of working capital deficits. The Company is not subject to any externally imposed capital requirements. If additional funds are required, the Company plans to raise additional capital primarily through the private placement of its equity securities. Under such circumstances, there is no assurance that the Company will be able to obtain further funds required for the Company's continued working capital requirements. There were no changes to the Company's approach to capital management during the nine month period ended September 30, 2020.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has not entered into any off-balance sheet arrangements.

RELATED PARTY TRANSACTIONS AND MANAGEMENT AND BOARD COMPENSATION

No key management compensation was paid during the three and nine months ended September 30, 2020 nor for the corresponding periods in 2019, although $90,000 per annum was accrued as a management fee in 2019. Related party transactions are in the normal course of operations and measured at the exchange amount, which is the amount of consideration established and agreed by the related parties. Amounts due to or from related parties are non-interest bearing and unsecured.

FINANCIAL INSTRUMENTS AND RISKS

a) Fair value risk

The Company's financial instruments consist of cash, trade receivables, other receivable, bank overdraft, accounts payable, due to related parties and loans payable.

Financial instruments recorded at fair value on the statements of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are as follows:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: Inputs that are not based on observable market data

Trade receivables, accounts payable, related-party payable and loans payable approximate their fair value due to their short-term maturities. Cash under the fair value hierarchy are based on Level 1 quoted prices in active markets for identical assets or liabilities. The fair value of the loan payable also approximate to its carrying value due to the fact that they are non-interest bearing.

b) Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk comprises three types of risk: currency risk, interest rate risk and price risk and are disclosed as follows:

(i) Currency risk

Currency risk is the risk of change in profit or loss that arises from fluctuations of foreign exchange rates and the degree of volatility of these rates. The Company undertakes sales and purchase transactions in foreign currencies and is therefore subject to gains and losses due to fluctuations in foreign currency exchange rates. The Company does not use derivative instruments to reduce its exposure to foreign currency risk.

(ii) Interest rate risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Company is not exposed to risks associated with the effects of fluctuations in the prevailing levels of market interest rates as its loans are non-interest bearing.

b) Credit risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations.

All the Company's cash is held through Canadian and American chartered banks and accordingly, the Company's exposure to credit risk is considered to be limited. The Company's GST recoverable and other receivable are refunds due from the Government of Canada and the exposure to credit risk on these amounts are considered to be limited.

The Company's accounts receivable consists of amounts due from various customers. The maximum exposure to credit risk is equal to the carrying value of accounts receivable. The business models of the Company's respective segments require analysis of credit risk specific to each business line. The Company's historic rate of bad debts is low.

The Company applies the simplified approach to providing for expected credit losses prescribed by IFRS 9, which permits the use of the lifetime expected loss provision for all trade receivables. To measure the expected credit losses, trade receivables are assessed primarily on days past due combined with the Company's knowledge of past bad debts.

c) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. At September 30, 2020, the Company's cash balance of $446,925 is unable to settle current liabilities of $1,442,167 The Company manages its liquidity risk by attempting to maintain sufficient cash and cash equivalents balances to enable settlement of transactions on the due date. Accounts payable, loans payable and accrued liabilities and amounts payable to related parties are all current. As the Company has limited sources of revenue, it may require additional financing to accomplish its long-term strategic objectives.

Clean Go Green Go Inc.

Pro Forma Consolidated Financial Statements

As at September 30, 2020

(Expressed in Canadian Dollars)

Clean Go Green Go Inc.
Pro-Forma Consolidated Statement of Financial Position
As at September 30, 2020
(Expressed in Canadian dollars)

	SoftLab 9 September 30, 2020	Clean Go Green Go Inc. September 30, 2020	Notes	Pro-Forma Adjustments	Pro-forma Combined
Current assets					
Cash	657,529	446,925	2c	(150,000)	954,454
Accounts receivable	76,469	83,543			160,012
Prepaid expenses	71,397	8,289			79,686
Short term advances	800,000	-	2d	(800,000)	-
Inventory	-	111,211			111,211
	1,605,395	649,968		(950,000)	1,305,363
Non-current assets					
Assets-in-use	-	25,138			25,138
Property and equipment	-	72,509			72,509
	-	97,647		-	97,647
	1,605,395	747,615		(950,000)	1,403,010
Current liabilities					
Accounts payable and accrued liabilities	756,410	103,892	2d	-	860,302
Related-party payables	28,031	524,655			552,686
Short term advances payable	-	800,000	2d	(800,000)	-
Loan payable	99,730	-			99,730
Current portion of lease liabilities	-	13,620			13,620
	884,171	1,442,167		- 800,000	1,526,338
Non-current liabilities					
Future lease obligations	-	11,654			11,654
	-	11,654		-	11,654
	884,171	1,453,821		- 800,000	1,537,992
Shareholders' Equity					
Share capital	8,606,887	603,890	2a	1,880,043	2,483,933
			2b	(8,606,887)	
Share subscriptions receivable	40,433	(48,000)			(7,567)
Reserves - options and warrants	1,337,829	-	2a	2,825,222	2,825,222
			2b	(1,337,829)	
Accumulated and other comprehensive loss	-	(1,759)			(1,759)
Deficit	(9,191,686)	(1,260,337)	2a	(3,952,235)	(5,362,572)
			2b	9,191,686	
			2c	(150,000)	
Non-controlling interest	(72,239)	-			(72,239)
	721,224	(706,206)		(150,000)	(134,982)
	1,605,395	747,615		(950,000)	1,403,010

1. TRANSFER OF ASSETS AND BASIS OF PRESENTATION

The accompanying unaudited pro forma consolidated statement of financial position (the "Pro Forma Financial Statements") have been compiled for purposes of inclusion in the listing statement (the "Statement") of SoftLab 9 Software Solutions Inc. (“Soft”), dated December 18, 2020, relating to its proposed business combination with Clean Go Green Go Inc. (“Clean Go”) using a Plan of Arrangement.

On November 20, 2020 Soft entered into an Arrangement Agreement with Clean Go whereby Clean Go will be merged with Soft and Clean Go will become a wholly owned subsidiary of Soft (the “Resulting Company”). Upon closing, shareholders of Clean Go will become shareholders of Soft, whose common shares are listed on the Canadian Securities Exchange (the “CSE”).

In accordance with the agreement, Soft will issue an aggregate of 24,000,000: 18,600,000 shares at closing with another 5,400,000 shares that be issuable to certain Clean Go shareholders in increments of 1,800,000 on the anniversary date of the closing in 2022, 2023 and 2024.

The principal business activity of the Resulting Company will be the manufacture and sale of disinfecting, cleaning and descaling products and l under the new name “Clean Go Green Go Innovations.” or such other name as may be approved by the board of directors of the Resulting Company. The arm’s length transaction will result in the shareholders of Clean Go acquiring control of Soft. Therefore, the transaction has been accounted for as an acquisition of Soft by Clean Go and will constitute a reverse takeover (“RTO”) pursuant to policies of the CSE. For purposes of these pro forma consolidated financial statements, the “Company” is defined as the consolidated entity, being the Resulting Issuer. As Soft does not meet the definition of a business as defined by International Financial Reporting Standards (“IFRS”) 3, it has been accounted for as a share-based payment transaction in accordance with IFRS 2.

Although the consolidated statement of financial position and share capital are those of Soft as a legal entity, the assets, liabilities and dollar amounts allocated to share capital are those of Clean Go.

2. PRO-FORMA ADJUSTMENTS

These Pro-Forma Financial Statements have been prepared by management of Clean Go in accordance with International Reporting Standards as issued by the International Accounting Standards Board from information derived from the financial statements of Soft and Clean Go.

The Pro-Forma Financial Statements gives effect to the accounting continuation of Clean Go as described in the Listing Application, as if it had occurred as at September 30, 2020, for the purposes of the pro-forma consolidated statement of financial position.

It is management’s opinion that these Pro Forma Financial Statements include all adjustments necessary for the fair presentation of the transaction, as described below. The unaudited pro-forma consolidated financial statements are not intended to reflect the financial position of Clean Go, which would have actually resulted had the transaction been effected on the dates indicated. Actual amounts recorded upon consummation of the transaction will differ from those recorded in the unaudited pro-forma consolidated financial statements and the differences may be material.

The pro-forma adjustments contained in these Pro-Forma Financial Statements reflect estimates and assumptions by management of Clean Go based on currently available information. The Pro-Forma Financial Statements are not necessarily indicative of Clean Go as at the time of closing of the transaction. The Pro-Forma Financial Statements should be read in conjunction with the unaudited interim financial statements of Clean Go as at and for the nine months ended September 30, 2020 and the unaudited interim financial statements of Soft as at and for the nine months ended September 30, 2020. The Pro Forma Financial Statements have been prepared in accordance with Soft’s and Clean Go’s accounting policies.

(Expressed in Canadian dollars)

The acquisition of Clean Go does not meet the definition of a business combination.

2. PRO-FORMA ADJUSTMENTS (cont'd…)

The following pro-forma adjustments have been reflected herein:

a) Soft announced the acquisition of 100% of the issued and outstanding Clean Go shares by way of a Plan of Arrangement. Upon completion of the transaction, Clean Go shareholders will receive 0.75 Soft shares for each Clean Go share for a total of 24,000,000 Soft Shares.

The fair value of the net assets (liabilities) of SoftLab as at September 30, 2020 were:

Cash	$	657,529
Accounts receivable		76,469
Prepaid expenses		71,397
Short term advances		800,000
Accounts payable and accrued liabilities		(756,410)
Loan payable		(99,730)
	$	749,255

The consideration paid for Soft:

Common shares	$	1,880,043
Reserves for options and warrants		2,825,222
Subscriptions payable assumed		40,433
Non-controlling interest assumed		(72,239)
	$	4,673,459

At September 30, 2020, there were 32,000,000 Clean Go shares outstanding and there were 17,0911,301 Soft shares outstanding. As a result, Soft is expected to issue Soft shares to the shareholders of Clean Go at the effective time. For use in the preparation of the Pro-Forma Financial statements the value of the issuance of Soft shares was calculated with reference to the most recent private placement financing share price of Soft at a price of $0.11 per share ($1,880,043) which excludes the estimated value of the warrants that were attached to the units. Also, 308,000 options previously issued from Soft are assumed ($169,873) as well as 4,270,249 warrants attached to units in a historical Soft private placement ($2,655,349). The fair value of these stock options and warrants was calculated using the Black-Scholes model.

Accordingly, an amount of $4,673,459, reflecting the purchase consideration for the net assets of $749,255 and the listing expense of $3,952,235, has been recorded through share capital.

b) Pursuant to the determination that Clean Go is the accounting acquirer of Soft, the value of Soft's shareholders equity accounts have been eliminated on consolidation.

c) Transaction costs approximating $150,000 have been included and comprise primarily legal and audit fees.

d) Elimination of and intercompany balance of $800,000 between Soft and Clean Go.

(Expressed in Canadian dollars)

3. SHARE CAPITAL CONTINUITY

	Number	Share Capital	Reserves	Non-contolling Interest	Total
Balance, January 1, 2020	23,848,125	$ 593,896	$ (48,000)	$	$ 545,896
Clean Go Private placements	151,875	9,994	-		9,994
Equity of Soft	17,091,301	8,606,887	1,378,262	(72,239)	9,912,910
Elimination of Soft equity	-	(8,606,887)	(1,378,262)	72,239	(9,912,910)
Assumption of Soft reserves	-	-	2,865,655	(72,239)	2,793,416
Clean Go recapitalization	-	1,880,043	-	-	1,880,043
	41,091,301	$ 2,483,933	$ 2,817,655	$ (72,239)	$ 5,229,349

4. STOCK OPTIONS AND WARRANTS

Clean Go will have 308,000 stock options and 4,270,249 share purchase warrants outstanding at September 30, 2020.

5. INCOME TAXES

The pro-forma effective tax rate for September 30, 2020 is nil. There is no tax effect of pro-forma adjustments relating to Soft or Clean Go as both entities have net deferred income tax assets which have not been recognized due to uncertainty as to whether those assets will be realized.

APPENDIX I

BY-LAWS

BYLAW NO. 1

A bylaw relating generally to the transaction of the business and affairs of

CleanGo Innovations Inc.

(hereinafter referred to as the "Corporation")

DIRECTORS

1. Calling of and Notice of Meetings

   Meetings of the board shall be held at such time and on such day as the Chairman of the Board, President or a Vice-president, if any, or any two directors may determine. Notice of meetings of the board shall be given to each director not less than forty-eight hours before the time when the meeting is to be held. Each newly elected board may without notice hold its first meeting for the purposes of organization and the election and appointment of officers immediately following the meeting of shareholders at which such board was elected, provided a quorum of directors be present.

2. Votes to Govern

   At all meetings of the board every question shall be decided by a majority of the votes cast on the question.

3. Quorum

   A majority of directors shall constitute a quorum for the transaction of business at any meeting of directors.

4. Interest of Directors and Officers Generally in Contracts

   No director or officer shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or officer or in which any director or officer is in any way interested be liable to be voided nor shall any director or officer so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director or officer holding that office or of the fiduciary relationship thereby established; provided that the director or officer shall have complied with the provisions of the *Business Corporations Act* (Alberta).

MEETINGS BY ELECTRONIC MEANS

5. Directors and Shareholders

   If the directors or shareholders of the corporation call a meeting, the directors or the shareholders, as the case may be, may determine that the meeting shall be held entirely by electronic means, telephone or other communication facility that permits all participants to communicate adequately with each other during the meeting.

SHAREHOLDERS' MEETINGS

6. Quorum

One shareholder or duly appointed proxyholder personally present shall constitute a quorum for a meeting of shareholders for the choice of a chairman and adjournment of the meeting. For all other purposes the quorum of a meeting of the shareholders shall be the shareholders or duly appointed proxyholders personally present not being less than one in number, and holding or representing by proxy, not less than five percent of the issued shares of the Corporation of the class or classes respectively enjoying voting rights at such meeting. Notwithstanding the foregoing, if the articles of the Corporation provide for a different quorum in respect of a meeting of shareholders of any class or series of shares, such provisions in the articles shall be incorporated into this bylaw and shall be deemed to govern the quorum requirements in respect of any such meeting

The President, or in his absence, the Chairman of the Board, if such an officer has been elected or appointed and is present, otherwise the Secretary (provided the Secretary is a shareholder of the Corporation), shall be chairman of any meeting of shareholders. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the Corporation is absent, the chairman of the meeting shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman of the meeting with the consent of the meeting.

The accidental omission to give notice of any meeting to or the non-receipt of any notice by any person shall not invalidate any resolution passed or any proceeding taken at any meeting of shareholders.

INDEMNIFICATION

7. Indemnification of Directors and Officers

The Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives to the extent permitted by the *Business Corporations Act* (Alberta).

8. Indemnity of Others

Except as otherwise required by the *Business Corporations Act* (Alberta) and subject to paragraph 7, the Corporation may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other enterprise, against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred by him in

connection with such action, suit or proceeding if he acted honestly and in good faith with a view to the best interests of the Corporation, and with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, shall not, or in itself, create a presumption that the person did not act honestly and in good faith with a view to the best interests of the Corporation, and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had no reasonable grounds for believing that his conduct was not lawful.

9. Right of Indemnity Not Exclusive

The provisions for indemnification contained in the bylaws of the Corporation shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall insure to the benefit of the heirs, executors and administrators of such a person.

10. No Liability of Directors or Officers for Certain Acts, etc.

To the extent permitted by law, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to act honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation, the fact of his being a director or officer of the Corporation shall not disentitle such director or officer or such firm or company, as the case may be, from receiving proper remuneration for such services.

BANKING ARRANGEMENTS, CONTRACTS, ETC.

11. Banking Arrangements

The banking business of the Corporation, or any part thereof, shall be transacted with such banks, trust companies or other financial institutions as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such

one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided.

12. Execution of Instruments

Contracts, documents or instruments in writing requiring execution by the Corporation shall be signed by any two officers or directors, and all contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board of directors is authorized from time to time by resolution to appoint any other officer or officers or any other person or persons on behalf of the Corporation to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by facsimile signature and deliver specific contracts, documents or instruments in writing. The term "contracts, documents or instruments in writing" as used in this bylaw shall include share certificates, warrants, bonds, debentures or other securities or security instruments of the Corporation, deeds, mortgages, charges, conveyances, transfers and assignments of property and all kinds including specifically but without limitation transfers and assignments of shares, warrants, bonds, debentures or other securities and all paper writings.

13. Voting Rights in Other Bodies Corporate

The signing officers of the Corporation may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation. Such instruments shall be in favour of such persons as may be determined by the officers executing or arranging for the same. In addition, the board may from time to time direct the manner in which and the persons by whom any particular voting rights or class of voting rights may or shall be exercised.

14. Method of Giving Notice

Unless the *Business Corporations Act* (Alberta) or the Articles of the Corporation provide otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* (Alberta) or the Articles of the Corporation to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address;

(ii) 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;

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address;

(ii) 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;

(iii) in any other case, the delivery address of the intended recipient;

(c) 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;

(d) 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;

(e) physical delivery to the intended recipient.

MADE the **day of *****, 2021

ANTHONY SARVUCCI