

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT ("Agreement")** is made effective as of the 6<sup>th</sup> day of February, 2024 (the "**Execution Date**").

### **BETWEEN:**

**LOOKING GLASS LABS LTD.**, a corporation existing under the laws of British Columbia, and having its head office located at Suite 1890 - 1075 West Georgia Street, Vancouver, British Columbia V6E 3C9 Canada ("**Buyer**" or the "**Company**")

### **AND:**

**BOT MEDIA CORP.**, a company existing under the laws of the Province of British Columbia, and having its registered office located at Suite 301, 3450 Uptown Boulevard, Victoria BC, V8Z 0B9 ("**Vendor**" or "**Bot Media**")

### **WHEREAS:**

- A. Buyer is a British Columbia corporation who is a reporting issuer in the Province of British Columbia;
- B. Vendor is a private company specializing in the development of software solutions, with a focus on sustainability and environmental impact; and is the creator of carbon.bot and climate.bot.
- C. carbon.bot is a digital platform that automates the tracking of news related to climate-focused companies and generates articles using artificial intelligence, including capabilities of ChatGPT ("carbon.bot"). carbon.bot was designed by Vendor to serve as a unique realtime news aggregator in the environmental sustainability sector, utilizing Large Language Models such as ChatGPT to summarize and present articles from its network.
- D. climate.bot is a digital platform that provides an array of calculators used to assess a variety of environmental impacts with an emphasis on calculating carbon footprints, enabling its users to take immediate remedial actions such as carbon off-setting through tree planting initiatives ("climate.bot").
- E. Buyer wishes to acquire 100% of the assets related to carbon.bot and climate.bot, as more particularly described in Schedule "A" attached hereto (collectively, the "**Purchased Assets**") from the Vendor in consideration for the Consideration Shares (defined below) on the terms and conditions set forth in this agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises, covenants and agreements herein set forth, the Parties hereto covenant and agree each with the other as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any Schedules hereto, the following words and expressions will have the following meanings:

- (a) "**affiliate**" has the meaning attributed to such term under section 1.3 of NI 45-106;
- (b) "**Agreement**" means this asset purchase agreement and all schedules supplemental to or in amendment or confirmation of this asset purchase agreement, as such may be further amended from time to time;
- (c) "**Applicable Law**" means, with respect to any person, any domestic (whether federal, state, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, Order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Government Body applicable to such person or any of its affiliates, or any of their respective properties, assets, employees or agents (in connection with such employee's or agent's activities on behalf of such person or any of its affiliates), including all Applicable Securities Laws;
- (d) "**Applicable Securities Laws**" means the BC Securities Act and the equivalent legislation in the other provinces and territories of Canada, as amended from time to time, together with the rules, regulations and forms made or promulgated under any such statute; (ii) the published national instruments, multilateral instruments, policies, bulletins, and notices of the BCSC and securities commissions and similar regulatory authorities of each of the provinces and territories of Canada; and (iii) the published rules and policies of the Exchange;
- (e) "**ASC**" means the Alberta Securities Commission;
- (f) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended from time to time;
- (g) "**BCSC**" means the British Columbia Securities Commission;
- (h) "**BC Securities Act**" means the *Securities Act* (British Columbia), as amended from time to time;
- (i) "**Business Day**" means any day, other than a Saturday, Sunday, statutory holiday or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business during normal banking hours;
- (j) "**Buyer**" or the "**Company**" means Looking Glass Labs Ltd., a corporation existing under the laws of British Columbia;
- (k) "**Buyer Board**" means the board of directors of Buyer;

- (l) **"Buyer Common Shares"** means common shares in the capital of Buyer;
- (m) **"Buyer Disclosure Documents"** has the meaning set forth in subsection 3.1(l);
- (n) **"Claims"** means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review;
- (o) **"Closing"** means the closing of the Transaction pursuant to the terms of this Agreement;
- (p) **"Closing Date"** has the meaning set forth in section 6.1;
- (q) **"Closing Deadline"** means by February 29, 2024 or such other date as Buyer and Bot Media may mutually agree in writing;
- (r) **"Closing Time"** means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as the parties may agree as the time at which the Closing will take place;
- (s) **"Confidential Information"** has the meaning set forth in section 9.7;
- (t) **"Consideration Shares"** means the Buyer Common Shares to be issued from treasury to the Vendor in accordance with section 2.1;
- (u) **"Bot Media"** or **"Vendor"** means Bot Media Corp., a company incorporated under the laws of the Province of British Columbia;
- (v) **"Bot Media Board"** means the board of directors of Bot Media;
- (w) **"Bot Media Contracts"** means all Material Contracts to which Bot Media is a party, details of which are set out in Schedule "A" attached hereto;
- (x) **"Bot Media Intellectual Property"** means in relation to climate.bot and carbon.bot, any and all intellectual and industrial proprietary rights and rights in confidential information of every kind and description anywhere in the world, including, but not limited to: (i) trademarks (including those arising under common law), service marks, trade dress, trade names, logos, slogans, corporate names and other indicia of source, and registrations and applications for registration thereof together with all of the goodwill associated therewith; (ii) copyrights and copyrightable works, and registrations and applications for registration thereof; (iii) internet domain names, websites, universal resource locators and other names and locators associated with the internet; (iv) trade secrets and other confidential information (including ideas, formulae, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice)), know how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, non-public data and databases, financial and marketing plans and customer and supplier lists and information; (v) moral and economic rights of authors and inventors, however denominated; and (vi) all other intellectual property, as particularly set out at Schedule "A" attached hereto.

- (y) **"Defaulting Party"** has the meaning ascribed to it in section 8.4;
- (z) **"Disclosing Party"** has the meaning set forth in section 9.7;
- (aa) **"Encumbrances"** means any Lien, Claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, title defect or objection, assignment, trust or deemed trust (whether contractual, statutory or otherwise arising), option, restriction or encumbrance of any nature or kind whatsoever, other than: (i) statutory liens for taxes not yet due and payable; and (ii) such imperfections of title, easements and encumbrances, if any, that will not result in a Material Adverse Effect;
- (bb) **"Execution Date"** means the date first written above;
- (cc) **"Exchange"** means Cboe Canada;
- (dd) **"Governmental Authorization"** means any: (i) Permit, license, certificate, franchise, variance, permission, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Applicable Laws, or (ii) right under any contract with any Governmental Body;
- (ee) **"Governmental Body"** means any: (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign or other governmental body; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity, and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or power of any nature, including any arbitrator;
- (ff) **"IFRS"** means International Financial Reporting Standards;
- (gg) **"Legended Consideration Shares"** has the meaning ascribed to it in section 2.7;
- (hh) **"Lien"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment or performance of an obligation;
- (ii) **"Loss"** means losses, claims, demands, liabilities, damages, costs, charges and expenses and includes taxes, duties and tax costs;
- (jj) **"Material"** means, when used in respect to the affairs of a person, an event, occurrence or fact concerning the business, operations, capital, assets, liabilities or financial condition of the person, on a consolidated basis, that would reasonably be

expected to influence a reasonable investor in whether or not to invest in the securities of the person and "**Materially**" has a corresponding meaning;

- (kk) "**Material Adverse Effect**", when used in connection with any person, means any change, event, violation, inaccuracy, circumstance or effect that is Materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such person and any affiliates thereof, other than any change, event, circumstance or effect to the extent resulting from changes in IFRS;
- (ll) "**Material Contract**" means all contracts or other obligations or rights (and all amendments, modifications and supplements thereto to which any Party is a party affecting the obligations of any Party thereunder) to which a Party is a party or by which any of its properties or assets are bound that are material to the business, properties or assets of such Party taken as a whole;
- (mm) "**material fact**" has the meaning ascribed to it in the BC Securities Act;
- (nn) "**misrepresentation**" has the meaning ascribed to it in the BC Securities Act;
- (oo) "**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (pp) "**Order**" means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;
- (qq) "**OSC**" means the Ontario Securities Commission;
- (rr) "**Party**" means a party to this Agreement and "**Parties**" means all parties to this Agreement;
- (ss) "**Permits**" means in respect of a Party, all permits, licenses, variances, exemptions, Orders and approvals of all Governmental Bodies necessary for the lawful conduct of the business of the Party;
- (tt) "**person**" includes an individual, corporation, partnership, joint venture, society, association, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity, or any trustee, executor, administrator, or other legal representative thereof;
- (uu) "**Personal Information**" means any information about the Vendor required to be disclosed to a Regulatory Authority pursuant to a Regulatory Authority form or a request made by a Regulatory Authority;
- (vv) "**Purchased Assets**" means the assets of Bot Media, as more particularly described in Schedule "A" attached hereto, including, but not limited to, the Bot Media

Contracts and Bot Media Intellectual Property;

- (ww) "**Receiving Party**" has the meaning set forth in section 9.7;
- (xx) "**Regulatory Authorities**" means the BCSC, the ASC, the OSC, and any other securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof, as applicable;
- (yy) "**Subsidiary**" means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;
- (zz) "**Tax Act**" means the *Income Tax Act* (Canada);
- (aaa) "**taxes**" means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body in the nature of a tax, including any interest, additions to tax and penalties applicable thereto; and
- (bbb) "**Transaction**" means the acquisition by Buyer of 100% of the Purchased Assets in exchange for the issuance of the Consideration Shares to the Vendor;
- (ccc) "**Transaction Documents**" means this Agreement and any other documents contemplated by this Agreement or necessary to be signed by any Party in order to consummate the Transaction;
- (ddd) "**Transfer Agent**" means Endeavor Trust Corporation
- (eee) "**U.S Person**" means: (i) any natural person resident in the United States of America, (ii) any partnership or corporation organized or incorporated under the laws of the United States of America, or (iii) any estate or trust of which any executor, administrator or trustee is a U.S. Person.

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section, subsection or Schedule is to the designated article, section or subsection of, or Schedule to, this Agreement;
- (b) the words "*herein*", "*hereof*" and "*hereunder*", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, subsection, or Schedule, unless indicated;
- (c) the singular of any term includes the plural and *vice versa*, and the use of any term

is equally applicable to any gender and, where applicable, to a body corporate;

- (d) the word "*or*" is not exclusive and the word "*including*" is not limiting (whether or not non-limiting language such as "*without limitation*", "*but not limited to*" or other words of similar import are used);
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with IFRS, applied on a consistent basis with prior periods;
- (f) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (g) where the phrase "*to the best knowledge of*" or phrases of similar import are used in this Agreement regarding statements of fact made by a person, it is intended to indicate that no information has come to the person's attention which would give them actual knowledge of the existence or absence, as the case may be, of such facts, and except as expressly set out in this Agreement, the person has not undertaken any specific search to determine the existence or absence, as the case may be, of such facts;
- (h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (i) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (j) unless otherwise specifically noted, all references to currency in this Agreement are to Canadian dollars.

1.3 The following are the Schedules to this Agreement:

<b><u>Schedule</u></b>	<b><u>Description</u></b>
A	Purchased Assets
B	Contact Information of Public Officials Regarding Indirect Collection of Personal Information

## 2. **CONSIDERATION**

- 2.1 Upon and Subject to the terms of this Agreement, the Vendor agrees to sell, assign and transfer, free and clear of all Encumbrances, and the Buyer agrees to purchase, all of the Purchased Assets.
- 2.2 Subject to section 2.3 below as consideration and in exchange for 100% of the Purchased Assets, on the Closing Date, Buyer will issue to the Vendor an aggregate of 3,060,000 Consideration Shares at a deemed value equal to \$0.25 per Consideration Share (or an aggregate value of \$765.000), as fully paid and non-assessable.
- 2.3 The issuance of the Consideration Shares are subject to a four (4) month and one (1) day hold period. No fractional Consideration Shares will be issued to the Vendor. In lieu of any fractional entitlement, the number of Consideration Shares issued to the Vendor will, without any additional compensation, be rounded down to the next lesser whole number of Consideration Shares. In calculating such fractional interests, all securities of like kind registered in the name of a holder will be aggregated.
- 2.4 Acknowledgements and Agreements of the Vendor. The Vendor acknowledges and agrees as follows with respect to the sale of the Purchased Assets and the receipt of the Consideration Shares pursuant to this Agreement:
- (a) Effective as at the Closing Time (i) Vendor shall be deemed to have sold, assigned and transferred the Purchased Assets to the Purchaser, and (ii) the Consideration Shares shall be issued and delivered to the Vendor or to the Vendor's shareholders as may be directed.
  - (b) The Vendor has been independently advised as to the applicable hold periods imposed in respect of the Consideration Shares by the securities legislation in the jurisdiction in which the Vendor resides, and such Vendor confirms that no representation has been made respecting the applicable hold periods for the Consideration Shares and that such Vendor is aware of the risks and other characteristics of the Consideration Shares and of the fact that such Vendor may not resell the Consideration Shares except in accordance with applicable securities legislation and regulatory policy until expiry of the applicable hold periods and compliance with the other requirements of applicable law. The Vendor acknowledges that the certificates representing the Consideration Shares will contain legends denoting a hold period of four (4) months and one (1) days, and any other applicable resale restrictions, if any, and that it will not resell the Consideration Shares except in accordance with the provisions of applicable securities legislation including any additional restrictions applicable to resales of, and additional restrictive legends placed upon, Consideration Shares issued to persons who are in the United States of America, U.S. Persons or acquiring the Consideration Shares for the account or benefit of persons in the United States of America or U.S. Persons.
  - (c) The Vendor has been advised that no prospectus has been filed in connection with the issuance and granting of the Consideration Shares and as the Consideration Shares are being issued and granted to the Vendor pursuant to the asset acquisition



exemption from the prospectus requirements of applicable securities laws (Section 2.12 of National Instrument 45-106 – Prospectus Exemptions):

- (i) most of the civil remedies applicable to the issuance and granting of securities by way of prospectus provided for in such laws are not available to the Vendor;
- (ii) the Vendor may not receive information that would be provided if no such exemptions were available; and
- (iii) the Purchaser is relieved of certain obligations in respect of offerings by way of prospectus which would otherwise apply under applicable securities laws.

2.5 The Vendor will comply with any requirements imposed by securities legislation as a result of the shareholdings of the Vendor in the Purchaser exceeding certain thresholds, such requirements to include, without limitation, the filing of insider and early warning reports under applicable Canadian securities laws.

2.6

- (a) The Vendor acknowledges that any certificate(s) representing the Consideration Shares will bear a legend, or any ownership statement issued under a direct registration system or other book-entry system will bear a legend restriction notation, as the case may be, in substantially the following form and with the necessary information inserted:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE WHICH IS FOUR MONTHS AND ONE DAY AFTER THE CLOSING DATE WILL BE INSERTED].

2.7 Notwithstanding anything contained in this Agreement, Buyer does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by the Vendor, including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Vendor to Buyer of the Purchased Assets herein contemplated.

### **3. REPRESENTATIONS AND WARRANTIES OF BUYER**

3.1 To induce the Vendor to enter into this Agreement and complete the Transaction, Buyer, with the knowledge and intent that the Vendor is relying on such representations and warranties in entering into this Agreement, hereby warrants and represents to the Vendor as follows:

- (a) Buyer is a corporation duly and validly existing under the laws of British Columbia and is in good standing with respect to the filings of any and all reports required to be filed thereunder;
- (b) Buyer has all requisite corporate power and authority to own its properties and assets and carry on its business as now being conducted;

- (c) Buyer has the full right, power, capacity and authority to enter into, execute and deliver this Agreement and to be bound by its terms;
- (d) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein;
- (e) the consummation of this Agreement will not conflict with nor result in any breach of any agreement or other instrument whatever to which Buyer is a party or by which Buyer is bound or to which it may be subject;
- (f) no proceedings are pending for, and Buyer is unaware of any basis for, the institution of any proceedings leading to the placing of Buyer in bankruptcy or subject to any other laws governing the affairs of insolvent parties;
- (g) this Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against Buyer in accordance with its terms.
- (h) Buyer is in good standing with its filings with the Applicable Securities Laws and the Buyer Common Shares are not subject to any trading halt, suspension or cease trade order, and there is no pending or, to the knowledge of Buyer after due inquiry, threatened or potential action to halt or suspend the Buyer Common Shares by any relevant securities regulatory authority having jurisdiction;
- (i) the Consideration Shares, when issued, will be validly issued as fully paid and non-assessable common shares pursuant to the BCBCA;
- (j) Buyer is now, and on the Closing Date will be, a reporting issuer in the Provinces of British Columbia, Alberta and Ontario;
- (k) the minute books, books of account and other records of Buyer have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Laws and are complete and accurate in all Material respects;
- (l) Buyer has filed all forms, reports, documents and information required to be filed by it, whether pursuant to Applicable Securities Laws or otherwise, with the applicable Regulatory Authorities (collectively, the "**Buyer Disclosure Documents**");
- (m) as of the time the Buyer Disclosure Documents were filed with applicable Regulatory Authorities and on SEDAR (System for Electronic Document Analysis and Retrieval at [www.sedarplus.ca](http://www.sedarplus.ca)) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Buyer Disclosure Documents complied in all material respects with the requirements of Applicable Securities Laws; and (ii) none of the Buyer Disclosure Documents contained any misrepresentation;

- (n) the financial statements of Buyer contained in the Buyer Disclosure Documents: (i) complied as to form in all material respects with the published rules and regulations under Applicable Securities Laws; (ii) were reported in accordance with IFRS; and (iii) present fairly the financial position of the Buyer as of the respective dates thereof and the results of operations of the Buyer for the periods covered thereby;
- (o) to the best of its knowledge, Buyer is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (p) Buyer has paid all taxes that have become or are due with respect to any period ended on or prior to the Execution Date. All taxes that Buyer is or was required to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other person;
- (q) Buyer is not presently under, nor has it received notice of, any contemplated investigation or audit by any Governmental Body concerning any fiscal year or period;
- (r) Buyer has not, and to its knowledge no officer, director, consultant or agent of Buyer, nor any other person associated with or acting for or on behalf of Buyer, has, directly or indirectly:
  - (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, regardless of form, whether in money, property or services:
    - (A) to obtain favorable treatment in securing business,
    - (B) to pay for favorable treatment for business secured,
    - (C) to obtain special concessions or for special concessions already obtained, for or in respect of Buyer or any directors or officers of Buyer; or
    - (D) in violation of any Applicable Laws; or
  - (ii) established or maintained any fund or asset that has not been recorded in the books and records of Buyer;
- (s) Buyer does not have any specific information relating to Buyer or its business, properties or assets which have not been disclosed in the Buyer Disclosure Documents and which could reasonably be expected to have a Material Adverse Effect on Buyer;
- (t) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make

any such statement, warranty or representation not misleading to Bot Media in seeking full information as to Buyer and its assets, business and affairs;

- (u) the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, provincial, territorial, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Buyer of the Transaction Documents, other than such consents, waivers, or authorizations as have been obtained before the Closing;
- (v) the financial statements of the Buyer made available to the Vendor have been prepared in accordance with United States or Canadian generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"), except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of the Buyer and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The Company has no liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise, required to be reflected in financial statements in accordance with GAAP or IFRS, which individually or in the aggregate (a) has not been reflected in the latest balance sheet included in the financial statements, or (b) has not arisen (i) in the ordinary course of business, consistent with past practices, since the date of the latest balance sheet included in the financial statements in an amount that does not exceed \$100,000 in any one case or \$500,000 in the aggregate, (ii) pursuant to or in connection with this Agreement or the other transactions contemplated hereby or (c) are not executory performance obligations to be performed after the date hereof in the ordinary course of business pursuant to agreements of the Buyer that were entered into in the ordinary course of business, consistent with past practices;
- (w) since the date of the latest financial statements made available to the Vendor: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Buyer has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Buyer's financial statements pursuant to GAAP or IFRS, (iii) the Buyer has not altered its method of accounting, (iv) the Buyer has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Buyer has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company equity incentive plans; and
- (x) there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Buyer, threatened against or affecting the Buyer, or any of its properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be

expected to result in a Material Adverse Effect. Neither the Buyer nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under U.S. federal securities law or State Securities Laws or a claim of breach of fiduciary duty.

3.2 Buyer hereby covenants and agrees with Bot Media as follows:

- (a) Bot Media and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the property, assets and business of Buyer and of its financial and legal conditions as Bot Media reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of Buyer. If reasonably requested, Buyer will provide copies of Buyer's corporate records, including its minute books, share ledgers and the records maintained in connection with its business. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of Bot Media;
- (b) Buyer will use its commercially reasonable best efforts to obtain from its directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the Transaction contemplated in this Agreement;
- (c) Buyer will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) Buyer agrees to conduct its business in the ordinary course prior to Closing and to provide prompt and full disclosure to Bot Media of any Material information, change or event in the business, operations, financial condition or other affairs of Buyer prior to Closing; and
- (e) Buyer will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction in accordance with the terms and conditions of this Agreement and Applicable Laws.

3.3 Buyer must promptly notify Bot Media, if at any time after Execution Date Buyer becomes aware that:

- (a) a representation or warranty provided by Buyer in section 3.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by Buyer in section 3.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide Bot Media with details of that fact.

#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BOT MEDIA**

4.1 To induce Buyer to enter into this Agreement and complete the Transaction, Bot Media hereby represents and warrants to Buyer as follows and acknowledges that Buyer is relying on such representations and warranties in connection with entering into this Agreement:

- (a) Bot Media is a limited liability company duly and validly existing and in good standing under the laws of the Province of British Columbia and has all requisite corporate power and authority to own its properties and assets and carry on its business as now being conducted;
- (b) Bot Media is qualified to do business in British Columbia, and has made all required filings and registrations to be so qualified;
- (c) Bot Media has the full right, power, capacity and authority to enter into, execute and deliver this Agreement and to be bound by its terms;
- (d) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein;
- (e) the consummation of this Agreement will not conflict with nor result in any breach of any agreement or other instrument whatever to which Bot Media is a party or by which Bot Media is bound or to which it may be subject;
- (f) no proceedings are pending for, and Bot Media is unaware of any basis for, the institution of any proceedings leading to the placing it in bankruptcy or subject to any other laws governing the affairs of insolvent parties;
- (g) this Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against Bot Media in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (j) there are no agreements that could restrict the sale and transfer of Purchased Assets, and no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the sale and transfer of the Purchased Assets to which Bot Media is a party or of which Bot Media is aware;
- (k) no Order prohibiting the sale of the Purchased Assets by Bot Media is currently in effect and to the best knowledge, information and belief of the directors of Bot Media, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;

- (l) all Material financial transactions of Bot Media since its incorporation have been disclosed to Buyer prior to the execution of this Agreement;
- (m) Bot Media has conducted and is conducting its business in all Material respects in full compliance with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds all necessary Permits, whether governmental, regulatory or otherwise, to enable its business to be carried on as it is currently conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such Permits contains any burdensome term, provision, condition or limitation, save and except in any case which would not have a Materially Adverse Effect;
- (n) Bot Media is the legal and beneficial owner of the Purchased Assets and on Closing, the Buyer will acquire good and marketable title to such Purchased Assets free and clear of all Encumbrances.
- (o) all Bot Media Contracts are listed in Schedule "A" attached hereto and have been made available to Buyer. Bot Media is not party to or bound by any other Material Contracts, whether oral or written, and all of the Bot Media Contracts to which it is a party are valid and subsisting, in full force and effect and unamended, no material default or violation exists in respect thereof on the part of Bot Media or, to the best of the knowledge of the directors of Bot Media, on the part of any of the other parties thereto. Bot Media is not aware of any intention on the part of any of the other parties thereto to terminate or Materially alter any such Bot Media Contracts, or any event that with notice or the lapse of time, or both, will create a Material breach or violation of, or default under, any such Bot Media Contracts. To the best knowledge of the directors of Bot Media, the continuation, validity, and effectiveness of each Bot Media Contract will in no way be affected by the consummation of the transactions contemplated by this Agreement. To the best knowledge of the directors of Bot Media, there exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Bot Media Contract;
- (p) there are no known Material liabilities (whether accrued, absolute, contingent or otherwise) of Bot Media of any kind whatsoever, and, to the best knowledge of the directors of Bot Media, there is no basis for assertion against Bot Media of any liabilities of any kind;
- (q) Bot Media has good and marketable title to the Purchased Assets free and clear of any actual, pending or, to the best knowledge or belief of the directors of Bot Media, threatened Encumbrances;
- (r) Bot Media has not infringed or misappropriated, and the operation of the business as currently conducted does not infringe or misappropriate, any Intellectual Property rights of other persons or entities.
- (s) Bot Media has not granted or entered into any agreement, option, understanding or commitment or any Encumbrance of or disposal of the Purchased Assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to the Purchased Assets and will not do so prior to the Closing Date;

- (t) Bot Media has no guarantees, indemnities or contingent or indirect obligations with respect to the liabilities or obligations of any other person, including any obligation to service the debt of, or otherwise acquire an obligation of, another person or to supply funds to, or otherwise maintain any working capital or other balance sheet condition of, any other person that would restrict the sale and transfer of the Purchased Assets;
- (u) Bot Media is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (v) Bot Media is not in violation of any federal, provincial, municipal or other law, regulation or Order of any Governmental Body, domestic or foreign;
- (w) Bot Media has not, and to its knowledge no officer, director, consultant or agent of Bot Media, nor any other person associated with or acting for or on behalf of Bot Media, has, directly or indirectly:
  - (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, regardless of form, whether in money, property or services:
    - (A) to obtain favorable treatment in securing business,
    - (B) to pay for favorable treatment for business secured,
    - (C) to obtain special concessions or for special concessions already obtained, for or in respect of Bot Media or any directors or officers of Bot Media; or
    - (D) in violation of any Applicable Laws; or
  - (ii) established or maintained any fund or asset that has not been recorded in the books and records of Bot Media;
- (x) Bot Media does not have any specific information relating to the Purchased Assets which has not been disclosed to Buyer and which could reasonably be expected to have a Material Adverse Effect on the Transaction;
- (y) neither Bot Media nor its shareholders are U.S. Persons; and
- (z) none of the foregoing representations, warranties and statements of fact contain any untrue statement of material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading to Buyer in seeking full information as to the Purchased Assets.

4.2 Bot Media must promptly notify Buyer if at any time after the Execution Date Bot Media becomes aware that:



- (a) a representation or warranty provided by Bot Media in section 4.1 above has ceased to be true; or
- (b) an act or event has occurred that would or might reasonably be expected to result in a representation or warranty provided by Bot Media in section 4.1 above ceasing to be true if it were repeated immediately on the Closing Date,

and must also provide Buyer with details of that fact.

4.3 Bot Media hereby covenants and agrees with Buyer as follows:

- (a) Buyer and its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the Purchased Assets as Buyer reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of Bot Media. If reasonably requested, Bot Media will provide copies of records maintained in connection with the Purchased Assets. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement which representations and warranties will continue in full force and effect for the benefit of Buyer;
- (b) Bot Media will use its commercially reasonable best efforts to obtain from Bot Media's directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the transactions contemplated in this Agreement;
- (c) Bot Media will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing;
- (d) Bot Media agrees to provide prompt and full disclosure to Buyer of any Material information, change or event in the Purchased Assets prior to Closing;
- (e) Bot Media will not do any act or take any steps that would be in violation or contrary to corporate laws in the Province of British Columbia or any other Applicable Laws in any Material respect;
- (f) Bot Media will use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction in accordance with the terms and conditions of this Agreement and Applicable Laws; and
- (g) from and after the date of execution of this Agreement by Bot Media until the termination of this Agreement, Bot Media will not, without the prior written consent of Buyer or except as otherwise permitted by this Agreement: (i) offer for sale or lease all or any portion of the Purchased Assets; (ii) solicit offers to buy all or any portion of the Purchased Assets; or (iii) enter into any agreement with any party

(other than Buyer) with respect to the sale, assignment, or other disposition of any of the Purchased Assets and Bot Media will promptly communicate to Buyer the substance of any inquiry or proposal concerning any such transaction.

## **5. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

5.1 The representations and warranties made by the Parties and contained in this Agreement will continue in full force and effect for the benefit of the respective Party or Parties, as applicable, subject to the following:

- (a) except as provided in subsection 5.1(b) below, the Parties may make or bring any claim for a period of 12 months from the Closing Date;
- (b) any claim which is based upon or relates to the title to the Purchased Assets or the Consideration Shares in connection with this Agreement or which is based upon an intentional misrepresentation or fraud by Buyer, Bot Media or the Vendor may be brought at any time.

After the expiration of the period of time referred to in subsection 5.1(a), Buyer, Bot Media and the Vendor will be released from any and all obligations and liabilities in respect of the representations and warranties made by each of them and contained in this Agreement or in any document or certificate given in order to carry out the transactions contemplated hereby, except with respect to any claims made by any of the Parties in writing prior to the expiration of such period and subject to the rights of each of the Parties to make any claim permitted by subsections 5.1(a) and (b).

## **6. CLOSING AND CLOSING DATE**

6.1 The Closing of the Transaction will occur at 10:00 a.m. at Buyer's offices on the day mutually agreed to by Buyer and Bot Media within five (5) Business Days following the date of removal of the last of the conditions precedent set out in sections 7.1 and 7.3 below (the "**Closing Date**"), and in any event the Closing Date will be no later than the Closing Deadline, at which time the Transaction will be completed.

6.2 Notwithstanding the location of the Closing, each Party hereto agrees that the Closing may be completed on the Closing Date by exchange of documents between the legal counsels for the Parties.

## **7. CLOSING CONDITIONS**

7.1 The obligations of Buyer to carry out the terms of this Agreement and to complete the Transaction is subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedents. Completion of the Closing by Buyer will be deemed to mean a waiver of all conditions to Closing set out below:

- (a) satisfactory completion of due diligence by Buyer on the Purchased Assets to the satisfaction of Buyer;
- (b) the warranties and representations of Bot Media as set forth in section 4.1 of this

Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by Bot Media on the Closing Date;

- (c) Bot Media will have performed and complied with all of their respective obligations, covenants and agreements hereunder;
- (d) this Agreement, the Transaction Documents and all other documents necessary or reasonably required to be executed and delivered by Bot Media in order to consummate the Transaction, all in form and substance reasonably satisfactory to Buyer, will have been executed and delivered to Buyer;
- (e) all consents, renunciations, authorizations or approvals of third parties, which, in Buyer's reasonable opinion must be obtained prior to the Closing in order to give effect to the Transaction, will have been obtained to Buyer's satisfaction or in accordance with the relevant agreements, covenants or Applicable Laws;
- (f) the Purchased Assets will not be subject to any cease trade order and no injunction or restraining Order of any Governmental Body of competent jurisdiction will be in effect prohibiting the Transaction and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (g) no claim will have been asserted or made that any person (other than Buyer or the Vendor) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Purchased Assets, or all or any portion of the Consideration Shares;
- (h) no Material Adverse Effect will have occurred with respect to the Purchased Assets; and
- (i) Buyer will have received from Bot Media and/or the Vendor the documents set out in section 8.1 below.

7.2 The conditions set forth in section 7.1 above are for the exclusive benefit of Buyer and, subject to section 7.5, unless satisfied or waived by Buyer in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 7.1 above.

7.3 The obligations of Bot Media to carry out the terms of this Agreement and to complete the Transaction is subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedent. Completion of the Closing by Bot Media will be deemed to mean a waiver of all conditions to Closing set out below:

- (a) satisfactory completion of due diligence by Bot Media on Buyer's business, assets, operations, financial position, financial performance and any further matters relevant to Bot Media, in each case to the satisfaction of Bot Media (on its own behalf and on behalf of the Vendor);

- (b) the warranties and representations of Buyer as set forth in section 3.1 of this Agreement will be true and correct in every Material aspect on the Closing Date as if such warranties and representations had been made by Buyer on the Closing Date;
- (c) Buyer will have performed and complied with all of its obligations, covenants and agreements hereunder;
- (d) all consents, renunciations, authorizations or approvals of third parties, which, in Bot Media's reasonable opinion must be obtained prior to the Closing in order to give effect to the Transaction will have been obtained to Bot Media's satisfaction or in accordance with the relevant agreements, covenants or Applicable Laws;
- (e) the Consideration Shares will not be subject to any trading halt, suspension or cease trade order and no injunction or restraining Order of any Governmental Body of competent jurisdiction will be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (f) no Material Adverse Effect will have occurred with respect to Buyer; and
- (g) Bot Media will have received from Buyer the documents set out in section 8.2 below.

7.4 The conditions set forth in section 7.3 above are for the exclusive benefit of the Vendor, unless satisfied or waived by Bot Media in writing in whole or in part at any time on or before the Closing Deadline, this Agreement will be at an end and the Parties will be released from their obligations under this Agreement. All Parties hereto will use their best reasonable efforts to complete the conditions precedent set out in section 7.3 above.

## **8. DELIVERIES ON CLOSING**

- 8.1 On or before Closing, Bot Media will deliver or cause to be delivered to Buyer the following documents:
- (a) a certified copy of resolutions of the Bot Media Board approving this Agreement and the Transaction Documents, the Closing, the transfer of the 100% of the Purchased Assets, the matters set out in section 9.5 below and all other matters contemplated by this Agreement;
  - (b) a certificate executed by an officer of Bot Media certifying that (i) all representations and warranties of Bot Media set forth in this Agreement are true and correct, (ii) all covenants and conditions of Bot Media set forth in this Agreement have been performed, complied with or waived, in each case in all Material respects, as at the Closing, and (iii) all of the Bot Media Contracts are in good standing as at the Closing Date; and
  - (c) such other documents as Buyer may reasonably require to close the Transaction and effect all transactions contemplated hereby.

8.2 On or before Closing, Buyer will deliver or cause to be delivered to Bot Media the following

documents:

- (a) share certificates or DRS statements issued in the names of the Vendor evidencing their ownership of Consideration Shares in such amounts as determined in accordance with subsection 2.2(a) above;
- (b) a certified copy of resolutions of the Buyer Board approving this Agreement and the Transaction Documents, the Closing, the acquisition of the Purchased Assets from the Vendor, the issuance of the Consideration Shares to the Vendor, the matters set out in section 9.6 below and all other matters contemplated by this Agreement;
- (c) a certificate executed by an officer of Buyer certifying that all representations and warranties of Buyer set forth in this Agreement are true and correct, and all covenants and conditions of Buyer set forth in this Agreement have been performed, complied with or waived, in each case in all material respects, as at the Closing; and
- (d) such other documents as Bot Media may reasonably require to close the Transaction and effect all transactions contemplated hereby.

8.3 The Parties' obligations at Closing are interdependent and will take place simultaneously, as nearly as possible, unless otherwise agreed by Bot Media (on its own behalf and on behalf of the Vendor) and Buyer, except that Buyer may, in its sole discretion, waive any or all of the actions that the Vendor is required to perform under this Article 8.

8.4 If the Vendor fails to satisfy its obligations under this Article 8 in any Material respect on the day and at the place and time for Closing then Buyer may give the Vendor a notice requiring the Defaulting Party to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If the Vendor fails to satisfy those obligations within those 10 Business Days Buyer may, without limitation to any other rights it may have, terminate this Agreement.

8.5 If Buyer fails to satisfy its obligations under this Article 8 in any Material respect on the day and at the place and time for Closing then Bot Media may give Buyer a notice requiring Buyer to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence. If Buyer fails to satisfy those obligations within those 10 Business Days Bot Media may, without limitation to any other rights it may have, terminate this Agreement.

## **9. ADDITIONAL COVENANTS OF THE PARTIES**

9.1 Additional Covenants of Buyer. Buyer will perform all obligations required or desirable to be performed by it under this Agreement and will 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 in this Agreement and without limiting the generality of the foregoing, Buyer will:

- (a) use commercially reasonable efforts to obtain approval of the Buyer shareholders in accordance with the terms of this Agreement; and
- (b) use commercially reasonable efforts to satisfy all conditions set forth in section 7.3 of this Agreement.

- 9.2 Additional Covenants of Bot Media. Bot Media will perform all obligations required or desirable to be performed by it under this Agreement and will 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 in this Agreement and without limiting the generality of the foregoing, Bot Media will use commercially reasonable efforts to satisfy all conditions set forth in section 7.1 of this Agreement.
- 9.3 Ordinary Course of Business - Buyer. Except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing, Buyer will:
- (a) conduct its business in the ordinary course and in a continuous fashion and will not, without the prior written consent of Bot Media, acting reasonably:
    - (i) enter into any transaction which would constitute a breach of its representations, warranties or agreements contained herein;
    - (ii) grant any interest in Buyer's assets to a third party; or
    - (iii) incur any Material expenditures outside the ordinary course of business;
  - (b) comply with all Applicable Laws affecting the operation of its business; and
  - (c) use commercially reasonable efforts to preserve intact its business and its assets, operations and affairs and carry on its business substantially as currently conducted.
- 9.4 Ordinary Course of Business – Bot Media. Except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing, Bot Media will:
- (a) conduct its business in the ordinary course and in a continuous fashion and will not, without the prior written consent of Buyer, acting reasonably:
    - (i) enter into any transaction which would constitute a breach of its representations, warranties or agreements contained herein;
    - (ii) permit to be taken or suffer any action which would in any way impair or derogate from the right of Buyer to acquire on the Closing Date all right, title and interest, both real and beneficial, in and to the Purchased Assets, free and clear of Encumbrances whatsoever;
    - (iii) sell, transfer, assign or otherwise deal with any part of the Purchaed Assets or its interest therein; or
    - (iv) create or allow any Encumbrance over any Purchased Assets.
  - (b) comply with all Applicable Laws affecting the operation of its business; and
  - (c) use commercially reasonable efforts to preserve intact its business and the Assets, operations and affairs and carry on its business substantially as currently conducted.

- 9.5 Consents. Each of Buyer and Bot Media covenant and agree that they will, from the Execution Date and prior to the Closing Date, use commercially reasonable efforts to obtain:
- (a) the consents, renunciations and approvals of third parties which are necessary to complete the Transaction; and
  - (b) all necessary Buyer Board and Bot Media Board approvals.
- 9.6 Exclusivity. During the period from the Execution Date until the Closing Date or termination of this Agreement in accordance with Article 12, whichever occurs first, Bot Media and the Vendor covenant and agree that they will not, directly or indirectly,
- (a) enter into any discussions, negotiations, agreements (binding or otherwise) with any person (or encourage, solicit or procure any person to do any of those things) in relation to a sale of, or an option to sell, all or any of the Purchased Assets;
  - (b) grant any rights over the Purchased Assets or contract to sell the Purchased Assets;
  - (c) encumber, assign, charge or otherwise dispose of the Purchased Assets or any of Bot Media's rights in respect of the Purchased Assets; or
  - (d) provide any information relating to the Purchased Assets to any third party, except to Buyer.

Bot Media acknowledges that Buyer has incurred certain costs and expenses in respect of its due diligence of the Purchased Assets and the negotiation and preparation of this Agreement and hereby agrees to indemnify and keep indemnified Buyer against all such costs and expenses incurred by Buyer in the event Bot Media or any of the Vendor breaches this section 9.6.

- 9.7 Confidentiality. Each of Buyer and Bot Media (the "**Receiving Party**") shall keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**Confidential Information**") received by it from the other Party (the "**Disclosing Party**") concerning the Disclosing Party or its business and shall not disclose such Confidential Information to any third party; provided that any of such Confidential Information may be disclosed to the Receiving Party's directors, officers, employees, representatives and professional advisors who need to know such Confidential Information in connection with the transactions contemplated hereby (provided the Receiving Party shall use its best efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Confidential Information) and provided further that a Receiving Party will not be liable for disclosure of Confidential Information upon occurrence of one or more of the following events:
- (a) Confidential Information becoming generally known to the public other than through a breach of this Agreement;
  - (b) Confidential Information being lawfully obtained by the Receiving Party from a third party or parties without breach of this Agreement by the Receiving Party, as shown by documentation sufficient to establish the third party as a source of Confidential Information;

- (c) Confidential Information being known to the Receiving Party prior to disclosure by the Disclosing Party or its affiliates, as shown by documentation sufficient to establish such knowledge; or
- (d) the Disclosing Party having provided their prior written approval for such disclosure by the Receiving Party.

In the event this Agreement is terminated in accordance with the provisions hereof, the Receiving Party shall: (i) use its best efforts to ensure that all documents prepared or obtained in the course of its investigations of the Disclosing Party or its business and all copies thereof are either destroyed or returned to the Disclosing Party so as to insure that, so far as possible, any Confidential Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of the Receiving Party is not disseminated beyond those individuals concerned with such investigations; and (ii) not directly or indirectly, use for its own purposes, any Confidential Information, discovered or acquired by the directors, officers, employees representatives and professional advisors of the Receiving Party as a result of the Disclosing Party making available to them those documents and assets relating to the business of the Disclosing Party.

#### 9.8 Notification.

- (a) Between the Execution Date and the Closing, each of the Parties hereto will: (i) promptly notify the other Parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties set forth herein; and (ii) promptly notify the other Parties of the occurrence of any breach of any covenant set forth herein or of the occurrence of any event that may make the satisfaction of any condition set forth herein impossible or unlikely.
- (b) No Party hereto may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein, or exercise any termination right arising therefrom, unless forthwith, and in any event prior to the Closing, the Party intending to rely thereon has delivered a written notice to the other Parties specifying, in reasonable detail, all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right.
- (c) Bot Media and the Vendor agree that any notice provided by Buyer to Bot Media under any provision of this Agreement will be deemed to also constitute notice to the Vendor.

9.9 Bot Media to Review Documents. Buyer will provide to Bot Media, for review and comment, drafts of all documents relating to this Agreement, the Transaction and the Buyer Meeting (including, without limitation, any announcements, shareholder notices or explanatory statements or independent expert's reports). Buyer will consult in good faith with Bot Media in relation to the form and content of such documents and consider, in good faith, Bot Media's reasonable comments to such drafts.



**10. PERSONAL INFORMATION**

10.1 The Vendor acknowledges that this Agreement (including the Schedules hereto) requires the Vendor to provide to Buyer certain personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time). Such information is being collected by Buyer for the purposes of completing the Transaction, which includes, without limitation, determining the Vendor's eligibility to acquire the Consideration Shares under Applicable Securities Laws, preparing and registering certificates representing the Consideration Shares to be issued hereunder and completing filings required by applicable Regulatory Authorities. Each Securityholder acknowledges and consents, as to information relating to such Securityholder only, to Buyer retaining their personal information for so long as permitted or required by Applicable Law or business practices. The Vendor acknowledges and consents, as to information relating to such Vendor only, to the fact that the Vendor's shareholder personal information may be disclosed by Buyer to: (a) applicable Regulatory Authorities; (b) Buyer's registrar and transfer agent; (c) any government agency, board or other entity; and (d) any of the other parties involved in the Transaction, including Buyer and its legal counsel, and such information may be included in record books in connection with the Transaction. By executing this Agreement, the Vendor is deemed to be consenting, as to information relating to the Vendor and its shareholders, to the foregoing collection, use and disclosure of the Vendor's shareholders' personal information. The Vendor also consents, as to information relating to such shareholder only, to the filing of copies of originals of any of the documents described in this Agreement as may be required to be filed with applicable Regulatory Authorities in connection with the transactions contemplated herein and consents to the disclosure of such information to the public through the filing of a report of trade with applicable Regulatory Authorities.

10.2 The Vendor further acknowledges and consents to the fact that:

- (a) Buyer will deliver certain personal information, including information regarding the name, address, and telephone number, to applicable Regulatory Authorities;
- (b) the information is being collected indirectly by the Regulatory Authorities under authority granted to them in securities legislation;
- (c) the information is being collected for the purposes of the administration and enforcement of such securities legislation;
- (d) the Vendor can contact the public official in each applicable Canadian jurisdiction who can answer questions about this indirect collection of Personal Information is set out in Schedule "C"; and
- (e) a Regulatory Authority collects personal information in forms submitted by Buyer, which will include personal information regarding the Vendor and its shareholders.

**11. TERMINATION**

11.1 This Agreement may be terminated at any time prior to the Closing by mutual agreement of

Buyer and Bot Media. Unless otherwise agreed in writing by Buyer and Bot Media, this Agreement shall terminate without further notice or agreement in the event that:

- (a) any permanent injunction or other Order of a Governmental Body preventing the consummation of the Transaction has become final and non-appealable; or
- (b) the Closing has not occurred by the Closing Deadline.

11.2 In the event of the termination of this Agreement as provided in section 11.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party hereto of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any of its respective obligations under this Agreement. Notwithstanding termination of this Agreement in accordance with this Articles 11, the Parties agree that sections 12.3 and 12.11 will remain in effect.

## 12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. For greater certainty, this Agreement supersedes in its entirety the Original Agreement and the Original Agreement will have no further force and effect upon execution of this Agreement by Buyer and Bot Media.

12.2 Announcements. None of the Parties will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by Buyer and Bot Media, except that Buyer may make a press release or filing with a Regulatory Authority if counsel for Buyer advises that such press release or filing is necessary under Applicable Securities Laws, provided that Buyer will provide Bot Media with the opportunity to review and provide comments prior to dissemination.

12.3 Time of Essence. Time is and will be of the essence of each and every provision of this Agreement.

12.4 Costs. Except as expressly provided herein, each Party will pay its own expenses in connection with the Transaction and will execute and deliver all such further documents and instruments, give all such further assurances, and do all such acts and things as the other Parties may, either before or after the Closing Date, reasonably require to carry out the full intent and meaning of this Agreement, but without payment of any consideration therefor. The cost of all regulatory filing fees will be borne by Buyer.

12.5 Binding upon Execution by All Parties. This Agreement does not become effective and binding until it has been executed and delivered by Buyer and Bot Media.

12.6 Further Assurances. The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

12.7 Inurement. This Agreement will inure to the benefit of and be binding upon the Parties and

each of their respective heirs, successors, liquidators, executors and administrators and permitted assigns.

- 12.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of Bot Media and Buyer. Any purported assignment without such consent will be void.
- 12.9 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.
- 12.10 Severability. In the event that any provision of this Agreement is held unenforceable or invalid by a court of law, this Agreement will be read as if such unenforceable or invalid provision were removed.
- 12.11 Waiver. The Parties agree that:
- (a) a Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right;
  - (b) the failure to exercise a power or right does not preclude either its exercise in the future or the exercise of any other power or right;
  - (c) a waiver is not effective unless it is in writing; and
  - (d) waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 12.12 Jurisdiction of Law. This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia and each Party irrevocably submits to the exclusive jurisdiction of those courts.
- 12.13 Notice. Any notice under this Agreement will be given in writing and must be delivered by hand, e-mail or by fax to the parties at:

If to Buyer:

1890-1075 West Georgia Street  
Vancouver, BC V6E 3C9

If to the Vendor or Bot Media:

Suite 301, 3450 Uptown Boulevard,  
Victoria BC, V8Z 0B9

or to such other addresses as may be given in writing by the Parties in the manner provided for in this paragraph.

If notice is sent by e-mail or facsimile transmission or is delivered, it will be deemed to have been given at the time of transmission or delivery. If notice is mailed, it will be deemed to have been received on the 5<sup>th</sup> Business Day following the date of mailing of the notice. If there is an interruption in normal mail service due to strike, labor unrest or other cause at or prior to the time a notice is mailed, the notice will be sent by e-mail or facsimile transmission or will be delivered.

12.14 Independent Legal Advice. Each of the Parties hereto acknowledges having obtained its own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any party, irrespective of which party was responsible for drafting this Agreement.

12.15 Counterparts. This Agreement and any other writing delivered in connection herewith, may be executed in any number of counterparts with the same effect as if all Parties had signed the same documents, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this Agreement and any other writing by any Party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the Parties hereto or thereto. This Agreement may also be executed and delivered by any Party by sending a faxed, e-mailed or other form of electronic communication capable of producing a printed copy to each of Buyer and Bot Media, which when so delivered will be considered for all purposes to be good delivery, as if it were an original signature of that Party.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto as of the date first above written.

**LOOKING GLASS LABS LTD.**

Per:                   "*Jared Gurfein*"                    
Jared Gurfein  
Chief Executive Officer

**BOT MEDIA CORP.**

Per:                   "*Eddie Soleymani*"                    
Eddie Soleymani  
Chief Executive Officer

**SCHEDULE "A"**  
**Asset Purchase Agreement between Looking Glass Labs Ltd. and**  
**Bot Media Corp. – February 6<sup>th</sup>, 2024**

The Purchased Assets Consist of the following:

- i. Assets known as "climate.bot" consisting of:
  - a. Bot Media Intellectual Property related to climate.bot.
  - b. The climate.bot Internet Domain;
  - c. climate.bot software, prototypes, algorithms, source code, development documentation;
  - d. climate.bot API and associated code; and
  - e. Any other associated documentation and manuals.
  
- ii. Assets known as "carbon.bot" consisting of:
  - a. Bot Media Intellectual Property related to carbon.bot
  - b. The carbon.bot Internet Domain;
  - c. carbon.bot software, prototypes, algorithms, source code, development documentation, user manual;
  - d. carbon.bot API and associated code; and
  - e. Any other associated documentation and manuals.
  
- iii. The following contracts:
  - a. memorandum of understanding between Bot Media and Amirian Group dated October 10, 2023;
  - b. memorandum of understanding between Bot Media and Blue Star Properties, Inc. dated October 10, 2023;
  - c. memorandum of understanding between Bot Media and Cynamore dated October 10, 2023; and
  - d. memorandum of understanding between Bot Media and Gatsby Realty dated October 10, 2023.

## SCHEDULE "B"

### Asset Purchase Agreement between Looking Glass Labs Ltd. and Bot Media Corp. – February 6<sup>th</sup>, 2024

#### Contact Information of Public Officials Regarding Indirect Collection of Personal Information

**Alberta Securities Commission**

Suite 600, 250 – 5<sup>th</sup> Street SW  
Calgary, Alberta T2P 0R4  
Telephone: 403-297-6454  
Toll free in Canada: 1-877-355-0585  
Facsimile: 403-297-2082  
Public official contact regarding indirect collection of  
information: FOIP Coordinator

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: 604-899-6581  
Email: FOI-privacy@bcsc.bc.ca  
Public official contact regarding indirect collection of  
information: FOI Inquiries

**nnThe Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Telephone: 204-945-2561  
Toll free in Manitoba 1-800-655-5244  
Facsimile: 204-945-0330  
Public official contact regarding indirect collection of  
information: Director

**Financial and Consumer Services Commission (New  
Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: 506-658-3060  
Toll free in Canada: 1-866-933-2222  
Facsimile: 506-658-3059  
Email: info@fcnb.ca  
Public official contact regarding indirect collection of  
information: Chief Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador  
Financial Services Regulation Division**

P.O. Box 8700  
Confederation Building  
2<sup>nd</sup> Floor, West Block  
Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: 709-729-4189  
Facsimile: 709-729-6187  
Public official contact regarding indirect collection of  
information: Superintendent of Securities

**Government of the Northwest Territories  
Office of the Superintendent of Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
Telephone: 867-767-9305  
Facsimile: 867-873-0243  
Public official contact regarding indirect collection of  
information: Superintendent of Securities

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8  
Telephone: 902-424-7768  
Facsimile: 902-424-4625  
Public official contact regarding indirect collection of  
information: Executive Director

**Government of Nunavut  
Department of Justice**

Legal Registries Division  
P.O. Box 1000, Station 570  
1st Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: 867-975-6590  
Facsimile: 867-975-6594  
Public official contact regarding indirect collection of  
information: Superintendent of Securities

**Ontario Securities Commission**

20 Queen Street West, 22<sup>nd</sup> Floor  
 Toronto, Ontario M5H 3S8  
 Telephone: 416-593- 8314  
 Toll free in Canada: 1-877-785-1555  
 Facsimile: 416-593-8122  
 Email: [exemptmarketfilings@ASC.gov.on.ca](mailto:exemptmarketfilings@ASC.gov.on.ca)  
 Public official contact regarding indirect collection of  
 information: Inquiries Officer

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
 C.P. 246, Tour de la Bourse  
 Montréal, Québec H4Z 1G3  
 Telephone: 514-395-0337 or 1-877-525-0337  
 Facsimile: 514-864-6381  
 Email: [financementdessocietes@lautorite.qc.ca](mailto:financementdessocietes@lautorite.qc.ca)  
 Public official contact regarding indirect collection of  
 information: Secrétaire générale

**Government of Yukon****Department of Community Services**

Office of the Superintendent of Securities  
 307 Black Street  
 Whitehorse, Yukon Y1A 2N1  
 Telephone: 867-667-5466  
 Facsimile: 867-393-6251  
 Email: [securities@gov.yk.ca](mailto:securities@gov.yk.ca)  
 Public official contact regarding indirect collection of  
 information: Superintendent of Securities

**Prince Edward Island Securities Office**

95 Rochford Street, 4<sup>th</sup> Floor Shaw Building  
 P.O. Box 2000  
 Charlottetown, Prince Edward Island C1A 7N8  
 Telephone: 902-368-4569  
 Facsimile: 902-368-5283  
 Public official contact regarding indirect collection of  
 information: Superintendent of Securities

**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 – 1919 Saskatchewan Drive  
 Regina, Saskatchewan S4P 4H2  
 Telephone: 306-787-5842  
 Facsimile: 306-787-5899  
 Public official contact regarding indirect collection of  
 information: Director