

GETIT TECHNOLOGIES INC.

-and-

PERK LABS INC.

SHARE EXCHANGE AGREEMENT

March 1, 2023

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SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (together with the Schedules attached hereto, this "**Agreement**") made and entered into as of the 1st day of March, 2023.

AMONG:

PERK LABS INC.

a corporation incorporated under the laws of British Columbia having its office at 555 Burrard St Suite 1755, Vancouver, BC V7X 1M9 ("**Perk**"),

- and –

GETIT TECHNOLOGIES INC.

a corporation existing under the laws of Canada, having an office at 130 Slater St. Suite 1000, Ottawa, ON K1P 6E2 (hereinafter referred to as "**Getit**")

- and –

The shareholders of Getit listed in the attached Schedule "A" together, if applicable, with any persons that become shareholders of Getit prior to Closing, hereinafter collectively referred to as, the "**Shareholders**", and individually as, a "**Shareholder**"

RECITALS

WHEREAS:

- A. On the terms and subject to the conditions herein set forth, Perk desires to purchase from the Shareholders all of the issued and outstanding shares in the capital of Getit (the "**Purchased Shares**"), as at the date of this Agreement; and
- B. The Shareholders desire to sell the Purchased Shares to Perk.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual agreements and covenants herein contained (the receipt and adequacy of such consideration is hereby mutually admitted by each party), the parties hereby covenant and agree as follows:

Article 1 INTERPRETATION

1.1 Definitions

In this Agreement the following words and phrases shall have the meanings set forth after each:

- (a) "**Agreement**" means this share exchange agreement as the same may be supplemented or amended from time to time and includes all of the schedules attached hereto;

- (b) “**Applicable Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (c) "**BCBCA**" means the *Business Corporations Act* (British Columbia) in effect at the date of this Agreement;
- (d) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (e) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Vancouver;
- (f) "**Closing**" means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (g) "**Closing Date**" means the date of Closing, which shall be March 1, 2023, or such other date as may be agreed upon in writing by the parties hereto;
- (h) “**Common Shares**” means common shares in the capital of Perk;
- (i) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (j) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records
- (k) “**CSE**” means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;
- (l) "**Directors**" means the persons holding the position of director of the Company, or Perk, as applicable;
- (m) "**Disclosed**" means fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) including disclosure via uploads to a virtual data room hosted on Google Drive prior to the date of this Agreement;

- (n) "**Escrow Agent**" means Computershare Trust Company of Canada., or such other escrow agent as may be mutually agreed upon and duly appointed by Perk and Getit, each acting reasonably;
- (o) "**Executive Employment Agreements**" means the executive employment agreement to be entered into between Perk and Ryan Hardy as Chief Executive Officer and Ben Lacroix as Chief Development Officer;
- (p) "**Getit Financial Statements**" has the meaning set forth in Section 5.3(j);
- (q) "**Getit Material Contracts**" has the meaning set forth in Section 5.3(p);
- (r) "**Getit Shares**" means all of the issued and outstanding shares in the capital of Getit;
- (s) "**Getit Stock Options**" means options to purchase shares of Getit granted under Getit's Stock Option Plan;
- (t) "**Getit's Stock Option Plan**" means the stock option plan approved by Getit's board of directors;
- (u) "**Getit Unanimous Shareholders' Agreement**" or "**Getit USA**" means the Second Amended And Restated Unanimous Shareholders' Agreement entered into by and among Getit and all of the shareholders of Getit;
- (v) "**Government Authority**" means any: (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign; or (ii) regulatory authority, including any securities commission, gaming commission or stock exchange, including the CSE;
- (w) "**IFRS**" means International Financial Reporting Standards;
- (x) "**IP**" means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation: (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof; (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models; (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author's rights and works of authorship; (iv) URLs, web sites, web pages and any part thereof; (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms; (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor; (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor; (viii) licenses, contacts and agreements otherwise relating to the IP; and (ix) the goodwill symbolized or represented by the foregoing;

- (y) "**laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and "law" means any one of them;
- (z) "**Letter of Intent**" means the binding letter of intent dated January 3, 2023 between Perk and Getit related to the Transaction,
- (aa) "**Licensed IP**" means all IP that is licensed to either Getit or Perk, as applicable, under the terms of a license agreement or otherwise;
- (bb) "**Lien**" means any mortgage, encumbrance, 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;
- (cc) "**Lock-Up Agreement**" has the meaning set forth in Section 3.1(e);
- (dd) "**Locked-Up Shareholders**" has the meaning set forth in Section 3.1(e);
- (ee) "**Material Adverse Effect**" means: (i) any change, effect, occurrence, fact, circumstance or event which, individually or when taken together with any other changes, effects, occurrence, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of Perk or Getit, as applicable; or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (ff) "**Material Contract**" means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (gg) "**material fact**" shall have the meaning ascribed to it in the Securities Act (British Columbia);
- (hh) "**misrepresentation**" shall have the meaning ascribed to it in the Securities Act (British Columbia);
- (ii) "**Payment Shares**" has the meaning set forth in Section 2.2;

- (jj) "**person**" includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;
- (kk) "**Public Record**" means the information relating to Perk contained in all press releases, material change reports, financial statements and related management's discussion and analysis, information circulars and all other documents of Perk which have been filed on SEDAR;
- (ll) "**Purchased Shares**" has the meaning set forth in the recital to this Agreement;
- (mm) "**Perk Financial Statements**" has the meaning set forth in Section 5.1(k);
- (nn) "**Perk Material Contracts**" has the meaning set forth in Section 5.1(q);
- (oo) "**RSU Plan**" means Perk's restricted share unit plan that was approved by the shareholders of Perk on June 10, 2019, as amended;
- (pp) "**RSUs**" mean restricted share units issued under the RSU Plan;
- (qq) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (rr) "**Shareholders**" and "**Shareholder**" have the respective meanings set forth in the recitals to this Agreement;
- (ss) "**Shares**" means all of the issued and outstanding shares in the capital of the Company;
- (tt) "**Stock Option Exchange Agreement**" has the meaning set forth in Section 4.2(h);
- (uu) "**Stock Option Plan**" means Perk's Amended and Restated Stock Option Plan, as amended;
- (vv) "**Stock Options**" means options to purchase Common Shares granted under Perk's Stock Option Plan;
- (ww) "**Subsidiary**" means any person (other than an individual) that is controlled by another person (other than an individual);
- (xx) "**Tax Act**" means the Income Tax Act (Canada), as may be amended from time to time;
- (yy) "**Taxes**" includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social insurance taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and

registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

(zz) "**Time of Closing**" means 10:00 a.m. (PST) on the Closing Date, or such other time as the parties may mutually determine; and

(aaa) "**Transaction**" means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement;

(bbb) "**Voting Trustee**" means the voting trustee appointed by certain Shareholders pursuant to the Voting Trust Agreement; and

(ccc) "**Voting Trust Agreement**" means the voting trust agreement dated August 18, 2020, entered into by and among Getit, Benoit Lacroix, as voting trustee, and certain shareholders of Getit..

1.2 "Schedules"

The following are the schedules to this Agreement (the "**Schedules**"):

Schedule "A" - Shareholders and Shareholdings

Schedule "B" – Option Holders and Options

Schedule "C" – Financial Statements of Getit Technologies

1.3 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.4 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.5 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.6 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.7 Statutory References

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

1.8 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the IFRS or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.9 Knowledge

- (a) Any reference herein to "the knowledge of Perk" (or similar expressions) will be deemed to mean the actual knowledge of Jonathan Hoyles, the Chief Executive Officer of Perk.
- (b) Any reference herein to "the knowledge of Getit" (or similar expressions) will be deemed to mean the actual knowledge of Ryan Hardy and Ben Lacroix, the senior officers of Getit.
- (c) Any reference herein to "the knowledge of the Shareholder" (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder.

Article 2 PURCHASE AND SALE OF PURCHASED SHARES

2.1 Purchase and Sale

Subject to and in accordance with the terms and conditions of this Agreement, the parties hereby agree to as follows:

- (a) each of the Shareholders covenants and agrees to sell, assign and transfer to Perk and Perk covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule "A" attached hereto;
- (b) as a result of the foregoing, Getit will be a wholly-owned subsidiary of Perk.

2.2 Purchase Price

In consideration for the acquisition of the Purchased Shares, Perk shall issue from treasury to the Shareholders, pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, 186,201,147 Common Shares at a deemed price of \$0.025 per Common Share representing the

issued and outstanding Purchased Shares as at the date of this Agreement (the "**Payment Shares**") to the Shareholders.

2.3 Tax Election

Perk agrees that, at the request and expense of any Shareholder, it shall sign and execute an election pursuant to the provisions of subsection 85 of the Tax Act that apply to the transfer, in which election such Shareholder shall be entitled to elect the amount which shall be such Shareholder's proceeds of disposition and Perk's cost of the respective Purchased Shares sold to Perk for purposes of the Tax Act, provided such amount is within the limits prescribed by the Tax Act and provided that such Shareholder shall be responsible for preparing the appropriate tax election form and providing Perk with a letter representing to Perk that such Shareholder either is: (i) a resident of Canada for purposes of the Tax Act and is not exempt from tax under section 149 of the Tax Act; or (ii) a partnership if one or more of the members of such partnership satisfy the criteria specified in clause (i) above. Perk shall execute any completed election form received and mail such form to the Shareholder at the Shareholder's address as noted on the form within 45 days of receipt thereof; provided that Perk shall not be obligated to execute any election form received after 45 days from the Effective Date. The selling Shareholder shall be solely responsible for preparing and filing the form with the appropriate tax authorities and shall contemporaneously provide a copy of such form to Perk, and such Shareholder shall be solely responsible for any interest or penalties arising in respect of any late filed election made pursuant to this Section 2.3. Perk shall not be liable for any damages arising to a Shareholder for late filing, any errors or omissions, or otherwise in respect of any form contemplated in this Section 2.3, and Perk's obligations shall be limited to executing and making the election forms as contemplated in this Section 2.3.

2.4 Restrictions on Resale

Each of the Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares in exchange therefor, will be made pursuant to appropriate exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of Applicable Securities Laws;
- (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the Shareholders will be restricted from using certain of the civil remedies available under Applicable Securities Laws;
 - (ii) the Shareholders may not receive information that might otherwise be required to be provided to the Shareholders, and Perk is relieved from certain obligations that would otherwise apply under Applicable Securities Laws if the Exemptions were not being relied upon by Perk;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares;

- (v) an investment in the Payment Shares is speculative and of high risk;
- (c) the certificates representing the Payment Shares will bear such legends as required by Applicable Securities Laws and the policies of the CSE and it is the responsibility of the Shareholders to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (d) the Shareholder is knowledgeable of, or has been independently advised as to, the applicable laws of that jurisdiction which apply to the sale of the Payment Shares, and the issuance of the Payment Shares, and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

Article 3 **CONDITIONS OF CLOSING**

3.1 Conditions of Closing in Favour of Perk

The obligations of Perk to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Shareholders and Getit shall have tendered all closing deliveries set forth in Sections 4.3 and 4.4, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to Perk acceptable to Perk, acting reasonably;
- (b) receipt of evidence of the approval of the Shareholders, if applicable;
- (c) the representations and warranties of Getit set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Getit to this effect shall have been delivered to Perk;
- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Getit at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of Getit to this effect shall have been delivered to Perk;
- (e) at the Time of Closing, the Shareholders that each hold greater than ten percent (10%) of the Getit Shares, which includes Ben Lacroix, Ryan Hardy, Canadian Wealth Inc., and Brian Rogic (collectively, the “**Lock-Up Shareholders**”), shall enter into a lock-up agreement (the “**Locked-Up Agreement**”) pursuant to which, among other things, the Lock-up Shareholders will agree not to effect any sale or distribution of the

Purchased Shares issued to them pursuant to this Agreement during the lock-up period described therein other than pursuant to certain exceptions described therein;

- (f) there being no inquiry or investigation (whether formal or informal) in relation to Getit or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, Getit, its business, assets or financial condition; and
- (g) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Getit.

The foregoing conditions precedent are for the benefit of Perk and may be waived by Perk, in whole or in part, without prejudice to Perk's right to rely on any other condition in favour of Perk.

3.2 Conditions of Closing in Favour of Getit and the Shareholders

The obligations of Getit and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) Perk shall have tendered all closing deliveries set forth in Section 4.2 including delivery of the Payment Shares;
- (b) Perk shall have completed such filings with the CSE as are necessary in connection with the completion of the Transaction and the listing of the Payment Shares on the CSE as of the Closing Date;
- (c) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the material contracts necessary to permit the completion of the Transaction shall have been obtained;
- (d) the representations and warranties of Perk set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Perk to this effect shall have been delivered to the Shareholders;
- (e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Perk at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of Perk to this effect shall have been delivered to the Shareholders and Getit;
- (f) the Shareholders and Getit shall be satisfied with the results of their due diligence investigations relating to Perk and the Transaction, acting reasonably;
- (g) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Perk;

- (h) the Payment Shares will have been approved for issuance by the directors of Perk and the Payment Shares, when issued: (i) will be issued as fully paid and non-assessable shares in the capital of Perk, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature; and (ii) will represent not less than 90% of the issued and outstanding Common Shares of Perk on a fully-diluted basis (prior to completion of the Transaction);
- (i) there being no inquiry or investigation (whether formal or informal) in relation to Perk or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, Perk, its business, assets or financial condition;
- (j) Ryan Hardy and Benoit Lacroix shall have entered into the Executive Employment Agreements with Perk in such form that is acceptable to Getit, acting reasonably;
- (k) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to Perk or Getit or that could reasonably be expected to impose any condition or restriction upon Perk or Getit which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction; and
- (l) receipt of executed resignations and mutual releases (in form satisfactory to Getit, acting reasonably) of Steve Cadigan and James Topham from the board of directors of Perk.

The foregoing conditions precedent are for the benefit of Getit and the Shareholders and may be waived by Getit (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Getit's and the Shareholders' right to rely on any other condition in favour of Getit and the Shareholders.

Article 4 **CLOSING ARRANGEMENTS**

4.1 Closing Date and Location

The transactions contemplated herein shall be completed at the Time of Closing remotely between the parties or at such other time or date or at such other location as may be mutually agreed upon in writing by the parties hereto.

4.2 Closing Deliveries of Perk

At the Time of Closing, Perk shall deliver, or cause to be delivered:

- (a) share certificates evidencing the Payment Shares registered as directed by the Shareholders (or by Getit on behalf of the Shareholders);

- (b) duly executed copy of the Executive Employment Agreements referred to in Section 3.2(j);
- (c) executed resignation (in form satisfactory to Getit, acting reasonably) from Jonathan Hoyles as the Chief Executive Officer of Perk and duly executed copy of an amendment to Jonathan Hoyles' employment agreement to reflect the change in position to Chief Legal Officer;
- (d) executed resignations (in form satisfactory to Getit, acting reasonably) of each of Steve Cadigan and James Topham from the board of directors of Perk;
- (e) a certificate of one of Perk's senior officers, dated as of the Closing Date, certifying:
 - (i) that attached thereto are true and complete copies of the notice of articles and articles of Perk (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Perk approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares; and (iii) as to the incumbency and genuineness of the signature of each officer of Perk executing this Agreement or any of the other agreements or documents contemplated hereby;
- (f) the officer's certificates referred to in Sections 3.2(d) and 3.2(e);
- (g) a certificate of good standing for Perk;
- (h) a stock option exchange agreement, duly executed, providing for the cancellation of the Getit Stock Options and the grant of Stock Options to former holders of Getit Stock Options (the "**Stock Option Exchange Agreement**"); and
- (i) a duly executed Lock-Up Agreement with the Lock-Up Shareholders.

4.3 Closing Deliveries of Getit

At the Time of Closing, Getit will deliver or cause to be delivered:

- (a) a certificate of one of Getit's senior officers, dated as of the Closing Date, certifying:
 - (i) that attached thereto are true and complete copies of the articles and by-laws of Getit (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Getit approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of Getit executing this Agreement or any of the other agreements or documents contemplated hereby;
- (b) the officer's certificates referred to in Sections 3.1(c) and 3.1(d);
- (c) a certificate of compliance for Getit;
- (d) if applicable, and to the extent not previously delivered, all financial statements of Getit;
- (e) duly executed copy of the Executive Employment Agreements referred to in Section 3.2(j);

- (f) duly executed Stock Option Exchange Agreement; and
- (g) duly executed Lock-Up Agreement with the Lock-Up Shareholders.

4.4 Closing Deliveries of the Shareholders

At the Time of Closing, each Shareholder will cause to be delivered:

- (a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers; and
- (b) if required by the CSE to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the CSE, among Perk, the Escrow Agent and such Shareholder as may be required by the CSE to be parties thereto, duly executed by such Shareholder.

Article 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Perk

Perk represents and warrants to and in favour of Getit, except as Disclosed, as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) **Organization and Good Standing.** Perk is a corporation validly existing and in good standing under the laws of the Province of British Columbia and, except as disclosed, is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) **Corporate Power and Capacity.** Perk has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) **Authorization.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Perk and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Perk, enforceable against Perk in accordance with its terms;
- (d) **Absence of Breach.** The execution and delivery of this Agreement does not, and the consummation of the Transaction will not: (i) result in a breach or violation of the constating documents of Perk or of any resolutions of the directors or shareholders of Perk; (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Perk Material Contract), licence or permit to which Perk is a party or by which Perk

is bound or to which any material assets or property of Perk is subject; or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Perk;

- (e) **Capital Structure.** The authorized capital of Perk consists of an unlimited number of Common Shares, of which, as of the date hereof, 206,890,164 Common Shares are issued and outstanding as fully paid and non-assessable, 4,770,000 Stock Options, 20,228,858 RSUs, and 7,672,138 warrants to purchase Common Shares;
- (f) **Validly Issued.** Perk has reserved for issuance, and when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (g) **No Convertible Securities.** Other than as set out in Section 5.1(e), there are no other Common Shares or securities convertible, exchangeable or exercisable into Common Shares or preferred shares issued or outstanding;
- (h) **Reporting Issuer.** Perk is a "reporting issuer" as that term is defined under applicable Securities Law in the all of the provinces and territories of Canada and Perk is in compliance with its timely and continuous disclosure obligations under the securities laws of all of the provinces and territories of Canada and, without limiting the generality of the foregoing, there has not occurred any "material change" (as defined under applicable securities legislation of the provinces and territories of Canada) which has not been publicly disclosed on a non-confidential basis and the statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and Perk has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (i) **Absence of Option, Etcetera.** No person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Perk;
- (j) **No Acquisition Agreements.** Perk does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Perk does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) **Financial Statements.** The audited consolidated financial statements of Perk as at and for the fiscal year ended November 30, 2022 (the "**Perk Financial Statements**") have been prepared in accordance with IFRS applied on a basis consistent with prior periods. Perk Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Perk as at the respective dates thereof and results of operations of Perk for the respective periods then ended. Since November 30, 2022, there has been no

material alteration in the manner of keeping the books, accounts or records of Perk or in its accounting policies or practices;

- (l) **Auditors.** Perk's auditors who audited Perk Financial Statements (as applicable) are independent public accountants;
- (m) **No Related Party Transactions.** Except as Disclosed in Perk Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Perk;
- (n) **Liabilities.** Except as Disclosed in Perk Financial Statements, Perk is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (o) **No Material Adverse Change.** Since August 31, 2022, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Perk;
- (p) **Compliance.** To the best of its knowledge, Perk has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (q) **No Breach of Material Contracts.** Perk Material Contracts constitute all the Material Contracts of Perk. Each of Perk Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Perk has not violated or breached, in any material respect, any of the terms or conditions of any Perk Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (r) **No Waivers or Consents.** To the best of its knowledge, there are no waivers, consents, notices or approvals required to be given or obtained by Perk in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Perk is a party;
- (s) **Governmental Authority.** To the best of its knowledge, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Perk is required to be obtained by Perk in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or

materially delay Perk from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Perk;

- (t) **Litigation.** There is no suit, action or proceeding or, to the knowledge of Perk, pending or threatened against Perk that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Perk, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Perk causing, or which could reasonably be expected to cause, a Material Adverse Effect on Perk;
- (u) **Title to Property.** Perk has good and marketable title to its properties and assets (other than property or an asset as to which Perk is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Perk;
- (v) **No Commitments to sell Assets.** No person has any written or oral agreement, option, understanding or commitment for the purchase from Perk of any of its assets or property;
- (w) **Permits and Licenses.** To the best of its knowledge, Perk has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Perk, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;
- (x) **Tax Returns.** Perk has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against Perk in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. Perk has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (y) **Government Investigations.** Perk has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Perk of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on Perk;
- (z) **Corporate Records.** The Corporate Records of Perk are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating

documents of Perk, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of Perk; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of Perk; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of Perk are complete and accurate, and all transfers of shares of Perk reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Perk were duly elected or appointed as the case may be.

- (aa) **Books and Records.** All Books and Records of Perk have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (bb) **Broker or Finder's Fees.** Perk has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Getit or the Shareholders;
- (cc) **Intellectual Property**
 - (i) there is no IP that is material to the operation of the business of Perk other than the IP provided to Getit in writing prior to the date hereof;
 - (ii) Perk has not received notice from any person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Licensed IP or challenging any of the Licensed IP or the right of its use of the Licensed IP;
 - (iii) Perk has not commenced and does not intend to commence any claim or legal proceeding challenging the IP rights of any other person;
 - (iv) to the knowledge of Perk, none of the operation, conduct and maintenance of the business of Perk as it is currently and has historically been operated, conducted and maintained, infringes, misuses or violates any IP rights of any third party, whether registered or unregistered;
 - (v) Perk has made available to Getit a true and complete copy of all contracts, agreements and amendments thereto which comprise or relate to the IP; and
 - (vi) to the knowledge of Perk, no current or former employee, director, officer, shareholder, consultant, advisor or non-arm's-length person of Getit or any of its affiliates or predecessors is a direct or indirect licensor of the IP; and
- (dd) **Material Facts.** To the knowledge of Perk, no representation or warranty of Perk contained in this Agreement contains any untrue statement of a material fact or omits

to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.2 **Representations and Warranties of the Shareholders**

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholder, hereby severally (and, for greater certainty, not jointly with any other Shareholder) represents and warrants to Perk as follows and acknowledges that Perk is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) **Organization and Good Standing.** If it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, it is of full age of majority;
- (b) **Legal Power and Capacity.** If it is an individual, it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (c) **Authorization.** This Agreement, and each additional agreement or instrument required to be delivered pursuant to this Agreement, has been duly authorized, executed and delivered by the Shareholder or, if the Shareholder is a party to the Voting Trust Agreement, by the Voting Trustee on behalf of the Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;
- (d) **Power to Enter into this Agreement.** If the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (e) **No Violation.** The execution and delivery of this Agreement does not, and the consummation of the Transaction will not violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (f) **Registered and Beneficial Owner.** The Shareholder is the registered and beneficial owner of that number of Getit Shares set forth opposite the Shareholder's name in Schedule "A" (such Getit Shares comprising part of the Purchased Shares), free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (g) **No Option or Right.** Except for Perk's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the common shares of Getit held or beneficially owned by the Shareholder and other than the the Getit USA and the Voting Trust Agreement, none of such shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such shares;

- (h) **No Consent or Approval Required.** To the knowledge of the Shareholder, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (i) **Residency of Shareholders.** Except as Disclosed by the Shareholder to Perk the Shareholder is not a “non- resident” of Canada within the meaning of the Tax Act;
- (j) **Material Fact.** To the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading; and
- (k) **Voting Trust Agreement.** If the Shareholder is a party to the Voting Trust Agreement, that the Voting Trustee has the right to execute and deliver this Agreement and the instrument of stock transfer in connection with the transfer of the Purchased Shares held by such Shareholder on behalf of the Shareholder.

5.3 **Representations and Warranties of Getit**

Getit represents and warrants to Perk as follows, except as Disclosed, and acknowledges that Perk is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) **Organization and Good Standing.** Getit is a corporation validly existing and in good standing under the laws of the jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) **Corporate Power and Capacity.** Getit has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder;
- (c) **No Subsidiaries.** Getit has no Subsidiaries and holds no securities or other ownership, equity or proprietary interests in any other person;
- (d) **Authorization.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Getit and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Getit, enforceable against Getit in accordance with its terms;
- (e) **Absence of Breach.** The execution and delivery of this Agreement does not, and the consummation of the Transaction will not: (i) result in a breach or violation of the

articles or by-laws of Getit or of any resolutions of the directors or shareholders of Getit; (ii) to the knowledge of Getit, conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Getit Material Contract), license or permit to which Getit is a party or by which Getit is bound or to which any material assets or property of Getit is subject; or (iii) to the knowledge of Getit, violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Getit;

- (f) **Capital Structure.** The authorized capital of Getit consists of an unlimited number of Founder Voting Common Shares, an unlimited number of Voting Common Shares, an unlimited number of Non-Voting Common Shares, an unlimited number of Non-Voting Employee Common Shares, and an unlimited number of Pre-Seed Preferred Shares, issuable in series, all with no specified par value, of which, as of the date of this Agreement, 20,828,688 Founder Voting Common Shares, 1,300,000 Voting Common Shares, 845,000 Non-Voting Common Shares, and 0 Non-Voting Employee Common Shares, 6,283,801 Pre-Seed Preferred Shares are issued and outstanding as fully paid and non-assessable and 1,561,906 options to purchase shares in the capital of Getit;
- (g) **No Convertible Securities.** Other than set forth in Schedule “A” and “B”, there are no other common shares of Getit or securities convertible, exercisable or exchangeable into common shares of Getit issued or outstanding;
- (h) **Absence of Options, Etcetera.** No person (other than Perk pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Getit;
- (i) **Absence of Acquisition Agreements.** Getit does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Getit does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (j) **Financial Statements.** The financial statements of Getit as at and for the period ended November 30, 2022, consisting of a balance sheet and a profit and loss report as attached hereto as Schedule "C" (the “**Getit Financial Statements**”) are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Getit as at the date thereof and results of operations of Getit for the period then ended. Since November 30, 2022, there has been no material alteration in the manner of keeping the books, accounts or records of Getit or in its accounting policies or practices;
- (k) **Auditors.** The accountants who prepared the Getit Financial Statements are independent public accountants;

- (l) **No Related Party Transactions** – except as disclosed in the Getit Financial Statements, there will be no related-party transactions or off-balance sheet structures or transactions with respect to Getit;
- (m) **No Undisclosed Liabilities** – except as disclosed in the Getit Financial Statements, Getit will not be a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (n) **No Material Adverse Change** – since August 31, 2021, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Getit;
- (o) **Compliance with Laws.** To the knowledge of Getit, Getit has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (p) **No Breach of Material Contracts.** The Contracts listed in the due diligence data room (the “**Getit Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of Getit. Each of the Getit Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Getit has not violated or breached, in any material respect, any of the terms or conditions of any Getit Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (q) **No Waivers or Consents Required.** To the best of its knowledge, there are no waivers, consents, notices or approvals required to be given or obtained by Getit in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Getit is a party;
- (r) **No Government Consent or Approval Required.** To the best of its knowledge, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Getit is required to be obtained by Getit in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Getit from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Getit;

- (s) **Litigation.** There is no suit, action or proceeding or, to the knowledge of Getit, pending or threatened against Getit that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Getit, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Getit causing, or which could reasonably be expected to cause, a Material Adverse Effect on Getit;
- (t) **No Insolvency Proceedings.** No bankruptcy, insolvency or receivership proceedings have been instituted by Getit or, to the knowledge of Getit, are pending against Getit;
- (u) **Good and Marketable Title.** Getit has good and marketable title to its properties and assets (other than property or an asset as to which Getit is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Getit;
- (v) **No Acquisition Agreements.** No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Getit of any of its assets or property;
- (w) **Permits and Licences.** To the best of its knowledge, Getit has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Getit, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (x) **Tax Returns.** Getit has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against Getit in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. Getit has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (y) **No Government Investigations.** Getit has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Getit of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Getit;

- (z) **Employees.** Getit has no employees other than those employees listed in the chart provided to Perk prior to the date hereof and Getit is not a party to any employment, management or consulting agreement of any kind whatsoever, save as set out in the agreements provided in the due diligence data room;
- (aa) **Severance.** No current or former employee, officer or director of Getit is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (bb) **Corporate Records.** The Corporate Records of Getit are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Getit, and without limiting the generality of the foregoing: (i) the minute books of Getit contain complete and accurate minutes of all meetings of the directors and shareholders of Getit; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Getit; (iii) the securities register of Getit are complete and accurate, and all transfers of shares of Getit have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Getit were duly elected or appointed as the case may be;
- (cc) **Books and Records.** All Books and Records of Getit have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (dd) **Not a Reporting Issuer.** Getit is not a ‘reporting issuer’ or equivalent in any jurisdiction nor are any shares of Getit listed or quoted on any stock exchange or electronic quotation system;
- (ee) **Compliance with Laws.** To the best of its knowledge, Getit is conducting and has since incorporation conducted its business in compliance with all applicable laws of each jurisdiction in which it carries on business;
- (ff) **No Untrue Statement of Material Fact.** To the knowledge of Getit, no representation or warranty of Getit contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading;
- (gg) **Intellectual Property**
 - (i) there is no IP that is material to the operation of the business of Getit other than the IP provided to Perk in writing prior to the date hereof;
 - (ii) Getit has not received notice from any person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Licensed IP or challenging any of the Licensed IP or the right of its use of the Licensed IP;

- (iii) Getit has not commenced and does not intend to commence any claim or legal proceeding challenging the IP rights of any other person;
 - (iv) to the knowledge of Getit, none of the operation, conduct and maintenance of the business of Getit as it is currently and has historically been operated, conducted and maintained, infringes, misuses or violates any IP rights of any third party, whether registered or unregistered;
 - (v) there are no restrictions on the ability of Getit to transfer all rights in the IP and, to the knowledge of Getit, the consummation of the transactions contemplated by this Agreement will not impair, compromise, restrict or adversely affect the IP or Perk's ability to use it in the business of Getit in accordance with the past practices of Getit;
 - (vi) Getit has made available to Perk a true and complete copy of all contracts, agreements and amendments thereto which comprise or relate to the IP; and
 - (vii) no current or former employee, director, officer, shareholder, consultant, advisor or non- arm's-length person of Getit or any of its affiliates or predecessors is a direct or indirect licensor of the IP.
- (hh) **Voting Trust Agreement.** The Voting Trust Agreement is a legal, valid and binding agreement, enforceable against the parties thereto in accordance with its terms and the Voting Trustee (as defined in the Voting Trust Agreement) has the right to execute and deliver this Agreement and the instrument of stock transfer in connection with the transfer of the Purchased Shares on behalf of the Shareholders that are party to the Voting Trust Agreement.
- (ii) **Getit Unanimous Shareholders' Agreement.** The Getit Unanimous Shareholders Agreement is a legal, valid and binding agreement, enforceable against the parties thereto in accordance with its terms.

5.4 **Survival**

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 12 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

Article 6 COVENANTS

6.1 **Mutual Covenants**

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its

control 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 under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

- (b) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction;
- (c) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (d) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (e) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

6.2 Covenants of Perk

Perk covenants and agrees with each of the Shareholders and Getit that it will:

- (a) in a timely and expeditious manner and cooperate with Getit to file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) to make available and afford Getit and its authorized representatives and, if requested by Getit, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Perk;
- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Perk will be required to disclose that information has been withheld on this basis), furnish promptly to Getit (on behalf of the Shareholders) a copy of each notice, report, schedule or other

document or communication delivered, filed or received by Perk in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control 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 under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders; or
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares;
- (i) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders;
- (j) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Shareholders, in each case, on a basis exempt from the prospectus requirements of Applicable Securities Laws; and
- (k) except as Disclosed, not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Perk (including those that are convertible

or exchangeable into securities of Perk), other than as contemplated under this Agreement or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of Perk outstanding as of the date hereof.

6.3 Covenants of Getit

Getit covenants and agrees with Perk that it will:

- (a) make available and afford Perk and its authorized representatives and, if requested by Perk, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Getit;
- (b) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Getit will be required to disclose that information has been withheld on this basis), furnish promptly to Perk a copy of each notice, report, schedule or other document or communication delivered, filed or received by Getit in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (c) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control 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 under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
- (d) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts; and
- (e) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, other than payments and transactions consistent with the salary budget provided to Perk prior to the date hereof, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of Perk, and Getit will keep Perk fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a

confidentiality obligation owed to a third party for which a waiver could not be obtained;

- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (i) other than as contemplated under this Agreement, not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;
 - (iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Getit (including those that are convertible or exchangeable into securities of Getit), other than as contemplated under this Agreement or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of Getit outstanding as of the date hereof; and
- (j) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to Perk.

6.4 Covenants of the Shareholders

Each of the Shareholders covenants and agrees with the other parties hereto that it will:

- (a) in a timely and expeditious manner, provide such information with respect to the Shareholder as Perk may reasonably require and as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with applicable securities laws and/or the policies of the CSE;
- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Shareholder will be required to disclose that information has been withheld on this basis), furnish promptly to Perk a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Shareholder in

connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Transaction as contemplated herein;

- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (f) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

6.5 Post-Closing Covenants

Following the Closing, Perk shall:

- (a) change its name and ticker symbol to reflect the branding of Getit Local;
- (b) grant 10,000,000 RSUs collectively to Ryan Hardy and Benoit Lacroix; and
- (c) file any required filings under the Applicable Securities Laws and policies of the CSE, including filing a material change report and business acquisition report on SEDAR.

Article 7 POWER OF ATTORNEY

7.1 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints Getit as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and to do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Getit may, on its own behalf and on behalf of the Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Shareholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by Getit under this Agreement, shall be

final and binding upon the Shareholders so long as such decision or exercise was made in good faith. Perk shall have no duty to enquire into the validity of any document executed or other action taken by Getit on behalf of the Shareholders pursuant to this Article 9.

Article 8
GENERAL

8.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “notice”) shall be in writing shall be in writing addressed as follows:

- (a) If to Perk at:

Attention: Legal Department
E-mail: legal@perkhero.com

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

Borden Ladner Gervais LLP
1200 Waterfront Centre, 200 Burrard St.,
P.O. Box 48600, Vancouver, BC,
Canada V7X 1T2

Attention: Salvador Pimental
E-mail: Spimentel@blg.com

- (b) If to Getit or the Shareholders at:

Attention: Ryan Hardy
E-mail: ryan.hardy@getitlocal.app

130 Slater St. Suite 1000,
Ottawa, ON K1P 6E2

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

Dentons Canada LLP
99 Bank Street, Suite 1420 Ottawa, ON
K1P 1H4 Canada

Attention: Chase Irwin
E-mail: chase.irwin@dentons.com

Or such other address as may be designated by notice given by either Getit or Perk to the other in accordance with this Section 8.1. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received

on the next Business Day. Any Shareholder may, from time to time, by notice given in accordance with this Section 8.1, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

8.2 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which: (i) was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 8.2; (ii) was lawfully obtained by the receiving party on a non-confidential basis from a source other than the other party to this Agreement if such source was not known to the receiving party to be prohibited from disclosing such information to the receiving party; (iii) was known to the receiving party prior to the disclosure of such information by the disclosing party; or (iv) was independently developed by the receiving party without reliance upon any such information. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

8.3 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns, provided that no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

8.4 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

8.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and this Agreement shall be treated, in all respects, as a British Columbia contract.

8.6 Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.7 No Personal Liability

- (a) No director, officer, employee or agent of Perk (in such capacity) shall have any personal liability whatsoever to Getit or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of Perk.
- (b) No director, officer, employee or agent of Getit (in such capacity) shall have any personal liability whatsoever to Perk, or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of Getit, or the Shareholders.

8.8 Time of Essence

Time is of the essence of this Agreement and each of its provisions.

8.9 Public Announcements

Getit and Perk shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by Perk or Getit without the prior consent of the other party, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

8.10 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

8.11 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof, including the Letter of Intent. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

8.12 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

8.13 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

8.14 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

8.15 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

8.16 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature pages follows.]

IN WITNESS WHEREOF the Parties hereto have hereunto duly executed this Agreement as of the day and year first above written.

	PERK LABS INC. <i>/s/ Jonathan Hoyles</i> _____ Authorized Signatory
	GETIT TECHNOLOGIES INC. <i>/s/ Ryan Hardy</i> _____ Authorized Signatory

[Signature pages of the Shareholders follows.]

Getit Shareholders – Redacted - personal information

SCHEDULE "A"

Shareholders and Shareholdings of Getit Technologies Inc.

Redacted - personal information

SCHEDULE "B"

Option Holders

Redacted - personal information

SCHEDULE "C"

Financial Statements of Getit Technologies Inc.

Redacted - confidential information