

ASSET PURCHASE AGREEMENT

BETWEEN:

MARBLE FINANCIAL INC.

– and –

ACCUMULATE.AI SOFTWARE LTD.

– and –

EBUNCH DATA & DEVELOPMENT LTD.

– and –

INDERPAL SINGH LEHAL

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 17th day of October, 2022 between **MARBLE FINANCIAL INC.**, a corporation existing under the federal laws of Canada (“**Marble**”), **ACCUMULATE.AI SOFTWARE LTD.**, a corporation existing under the federal laws of Canada (the “**Purchaser**”), **EBUNCH DATA & DEVELOPMENT LTD.**, a corporation existing under the laws of the Province of British Columbia (the “**Vendor**”), and **INDERPAL SINGH LEHAL**, an individual resident in the Province of British Columbia (the “**Principal**”).

RECITALS:

- A. The Vendor carries on an information technology business. Among other intellectual property, the Vendor has developed a proprietary marketing platform which provides interest and pre-qualification criteria to automotive dealers and service based businesses (the “**Autocarz Business**”).
- B. The Principal is the principal operator of the Vendor.
- C. The Purchaser is the wholly-owned subsidiary of Marble.
- D. The Purchaser wishes to purchase, and the Vendor wishes to sell, the Autocarz Business undertaking and all of the Purchased Assets of the Vendor, and in connection therewith the Purchaser has agreed to assume the Assumed Liabilities and to pay the Purchase Price, upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the Parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, the following words, terms and expressions shall have the following meanings:

“**Agreed Claims**” has the meaning given to it in Section 7.5(c).

“**Agreement**”, “**this Agreement**”, “**the Agreement**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereby**”, “**hereunder**” and similar expressions mean this Asset Purchase Agreement dated the date hereof between the Parties, including all schedules and exhibits, and all instruments supplementing, amending, modifying, restating or otherwise confirming this Agreement. All references to “**Articles**”, “**Sections**”, “**Schedules**” and “**Exhibits**” mean and refer to the specified article, section, schedule and exhibit of this Agreement.

“**Ancillary Agreements**” means the Escrow Agreement, the Consulting Agreement, Employment Agreements, and Restrictive Covenants Agreements.

“**arm’s length**” has the meaning given to it in the Tax Act.

“**Autocarz Business**” has the meaning given to it in Recital A.

“**Basket Amount**” has the meaning given to it in Section 7.4(d).

“**Books and Records**” means all books and records of the Vendor or any of its affiliates pertaining or relating to the Autocarz Business, including financial, operation and sales books, customer and supplier lists, vendor lists, operating data, files, computer files and programs, retrieval programs, correspondence, credit information, research materials, licences, leases, records of past sales, business plans and projections, environmental studies and plans, deeds and title policies, quality control records and manuals, blueprints, employee documents, inventory data, accounts receivable and payable data, budgets and financial statements, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media.

“**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province British Columbia or the federal laws of Canada applicable therein, on which the principal commercial banks in the City of Vancouver, British Columbia are open for business.

“**Calculation Periods**” means (a) the period beginning on October 1, 2022 and ending on December 31, 2022, and thereafter (b) each of the calendar quarters ending on March 31, June 30, September 30 and December 31, respectively, ending on June 30, 2023, being the eight (8) successive quarterly financial reporting periods following the Closing Date.

“**Certificate**” has the meaning given to it in Section 7.5(a).

“**Claim**” means any claim, demand, complaint, grievance, action, cause or right of action, damage, loss, costs, liability, obligation or expense, assessments or reassessments, including, without limitation, reasonable professional fees and all reasonable costs incurred in investigating or pursuing any of the foregoing, or any proceeding, arbitration, mediation or other dispute resolution procedure relating to any of the foregoing, or any orders, writs, injunctions or decrees of any Governmental Authority.

“**Closing**” means the completion of the transactions contemplated by this Agreement.

“**Closing Date**” means October 17, 2022, or such other date as the Parties may agree upon in writing as the date upon which the Closing shall take place.

“**Closing Time**” means 11:00 a.m. Vancouver time on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place.

“**Consulting Agreement**” has the meaning given to it in Section 8.2(a)(vi).

“**Contracts**” of any Person means all contracts, leases, licences, sub-licences, agreements, commitments, entitlements, undertakings, understandings and engagements to which such Person is a party or by which such Person is bound, whether written, oral or otherwise, and includes all quotations, orders or tenders for contracts which remain open for acceptance and any manufacturers’ or suppliers’ warranty, guarantee or commitment (express or implied).

“**CSE**” means the Canadian Securities Exchange.

“**CSE Acceptance**” means the approval or acceptance, as the case may be, by the CSE of the transactions contemplated by this Agreement.

“**Disclosure Letter**” means the letter dated the date of this Agreement from the Principal and the Vendor to the Purchaser in respect of the representations and warranties related to the Principal and the Vendor.

“**Domain Names and Social Media Accounts**” means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing, and any social media accounts, including, without limitation, Facebook, Twitter, and LinkedIn.

“**Earn-Out Amount**” has the meaning given to it in Section 3.3(a).

“**Earn-Out Period**” means the period beginning on October 1, 2022 and ending on September 30, 2024.

“**Earn-Out Shares**” has the meaning given to it in Section 3.3(e).

“**Employees**” means all individuals who are employees or independent contractors of the Vendor and who are employed or report for work in connection with the Autocarz Business, including those employees of the Vendor on disability leave, parental leave or other absence.

“**Employment Agreement**” has the meaning given to it in Section 8.2(a)(vii).

“**Encumbrance**” means any encumbrance, lien, security interest, option, right of first refusal, adverse claim, easement, mortgage, charge, hypothec, indenture, deed of trust, statutory or deemed trust, right of way, restriction on the use of real property, encroachment, licence to third parties, lease to third parties, security agreement, or any other encumbrance and other restriction or limitation on use of real or personal property or irregularities in title thereto.

“**Escrow Agent**” means Vantage Law Corporation;

“**Escrow Agreement**” has the meaning given to it in Section 3.2(a)(ii).

“**Escrow Amount**” means an amount equal to \$25,000.

“**Goodwill**” means the goodwill of the Autocarz Business, together with the exclusive right of the Purchaser to represent itself as carrying on the Autocarz Business in continuation of and in succession to the Vendor and including all choses in action and other intangibles relating to the

Autocarz Business, including, the telephone number or numbers listed in the name of the Vendor or the Autocarz Business, other than the cell phone number used by the Principal and to all rights in respect of the names “eBunch Data and Development” and “eBunch” and any variations of such name.

“**Governmental Authority**” means any governmental, regulatory or administrative authority, department, agency, commission, stock exchange, board, panel, tribunal, Crown corporation, Crown ministry or court or other law, rule or regulation-making or enforcing entity having or purporting to have jurisdiction on behalf of any nation, or province, territory or state or other subdivision thereof or any municipality, district or other subdivision thereof.

“**Governmental Authorization**” means any authorization, approval, licence, consent, quota or permit issued by any Governmental Authority.

“**GST**” means goods and services taxes imposed under the GST Legislation which, for greater certainty, includes the provincial component of any harmonized sales tax imposed under the GST Legislation.

“**GST Legislation**” means Part IX of the *Excise Tax Act* (Canada).

“**IFRS**” means International Financial Reporting Standards from time to time issued and approved by the IFRS Foundation and International Accounting Standards Board, or any successor organization, on the date on which such accounting standards are applied.

“**Indemnified Party**” has the meaning given to it in Section 7.5(a).

“**Indemnifying Party**” has the meaning given to it in Section 7.5(a).

“**Intellectual Property**” means all intellectual property of the Vendor used by or currently being developed for use in the Autocarz Business, and all rights of the Vendor therein, including all claims for past infringement, worldwide, whether registered or unregistered, including, without limitation: (a) all patents, patent applications and other patent rights, including divisional and continuation patents; (b) all registered and unregistered trade-marks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor; (c) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs, including the Software, and applications and registrations of such copyright; (d) Domain Names and Social Media Accounts, applications and reservations for Domain Names and Social Media Accounts, uniform resource locators and the corresponding Internet sites; (e) industrial designs; (f) trade secrets and proprietary information not otherwise listed in (a) through (e) above, including, all inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded or unrecorded.

“**Laws**” means all applicable laws, common law, statutes, regulations, by-laws, rules, decrees, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority.

“**Liabilities**” has the meaning given to it in Section 4.8

“**Marble**” means Marble Financial Inc.

“**Marble Shares**” means common shares without par value in the capital of Marble.

“**Marble’s Public Record**” means collectively, all of the documents which have been filed by or on behalf of Marble to the System for Electronic Document Analysis and Retrieval (SEDAR) and the CSE website (www.thecse.com) prior to the Closing Date pursuant to the requirements of Securities Law.

“**Material Adverse Change**” or “**Material Adverse Effect**” shall mean, (a) when used with respect to the Vendor or the Autocarz Business, any materially adverse change in or effect on the business, assets, liabilities, results of operation, condition (financial or otherwise) or prospects of the Vendor (as a whole) or the Autocarz Business since December 31, 2021, or (b) when used with respect to the Purchaser or the Vendor, as the case may be, any materially adverse change in or effect on (including any material delay) the ability of the Purchaser or the Vendor, as the case may be, to perform their respective obligations under this Agreement; provided, that none of the following either alone or in combination, shall be deemed to constitute Material Adverse Change or Material Adverse Effect: (i) changes in the industry in which the Vendor or the Autocarz Business operate which do not disproportionately impact the Vendor or the Autocarz Business; (ii) Laws or accounting standards, principles or interpretations of general application which do not disproportionately impact the Vendor or the Autocarz Business; or (iii) changes or effects that are or result from occurrences relating to the economy in general or the Vendor’s or the Autocarz Business’s industry in general and not specifically relating to the Vendor or the Autocarz Business.

“**Maximum Earn-Out Amount**” has the meaning given to it in Section 3.3(a).

“**Net Income**” means, with respect to a Calculation Period, the gross revenue minus expenses realized of the Autocarz Business, excluding any pass-through costs, third party costs, rebates, refunds, and commissions, for such Calculation Period calculated in a historically consistent manner and in accordance with IFRS.

“**Notice**” shall have the meaning given to it in Section 9.1.

“**Parties**” means, collectively, Marble, the Purchaser, the Vendor and the Principal and “**Party**” means any of them.

“**Person**” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

“**Principal**” means Inderpal Singh Lehal.

“**Purchase Price**” has the meaning given to it in Section 3.1.

“**Purchased Assets**” has the meaning given to it in Section 2.1.

“**Purchaser**” means Accumulate.ai Software Ltd., a wholly-owned subsidiary of Marble.

“**Purchaser Indemnified Parties**” has the meaning given to it in Section 7.4(a).

“**Reporting Jurisdictions**” means the Provinces of British Columbia, Alberta and Ontario.

“**Restrictive Covenants Agreement**” has the meaning given to it in Section 8.2(a)(viii).

“**Securities Commissions**” means the applicable securities commission or regulatory authority in each of the Reporting Jurisdictions.

“**Securities Law**” means, collectively, the applicable securities Laws of each of the Reporting Jurisdictions and the respective regulations and rules made thereunder together with all applicable published policy statements, notices, blanket orders and rulings of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated hereunder.

“**Share Transaction**” means the acquisition completed on August 24, 2022 of the THR shares without par value in the capital of the Vendor by Foundation Automotive U.S. Corp.

“**Software**” means all software computer programs of the Vendor used by or currently being developed for use in the Autocarz Business including all versions thereof and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data designations and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequences and organization, screen displays and report layouts.

“**Tax Act**” means the *Income Tax Act* (Canada) as it may be amended from time to time and the Regulations promulgated thereunder.

“**Tax Returns**” includes, without limitation, all returns, reports, declarations, elections, notices, filings, information returns and statements required to be filed, or in fact filed, in respect of Taxes and any schedules attached thereto.

“**Taxes**” includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including, without limitation, (a) those levied on, or measured by, or referred to as income, gross receipts, earnings, profits, capital, corporate, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, licence, franchising, real or personal property, payroll, employment, wage, employer health, social services, severance, utility, occupation, premium, windfall, education and social security taxes, all surtaxes, all custom duties and import and export taxes, all licence, franchise and registration fees and all unemployment insurance, health insurance and Canada, Quebec and other government pension plan premiums,

workers' compensation levies, retirement contributions, including those imposed by any Governmental Authority, and (b) any liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of being a "transferee" (within the meaning of section 160 of the Tax Act or any other Laws) of another taxpayer or entity or a member of a related, non-arm's length, affiliated or combined group.

"Transferred Employees" means those Employees identified as a Transferred Employee in the Disclosure Letter.

"Vendor" means eBunch Data & Development Ltd.

"Vendor Indemnified Parties" has the meaning given to it in Section 7.4(b).

"VWAP" means the volume-weighted average trading price of the Marble Shares on the CSE (or, if the CSE is not the principal trading market for the Marble Shares, then on the principal securities exchange or securities market on which the Marble Shares are then traded) for the applicable period (which must be calculated utilizing days in which the Marble Shares actually trade). The VWAP shall be determined by dividing the aggregate sale price of all Marble Shares sold on the CSE (or, if the CSE is not the principal trading market for the Marble Shares, then on the principal securities exchange or securities market on which the Marble Shares are then traded), over the applicable period by the total number of Marble Shares so sold.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules and Exhibits and the Disclosure Letter:

- (a) **Time** – Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** – Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** – Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** – The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

- (f) **Including** – Where the word “**including**” or “**includes**” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.
- (i) **Ordinary Course** – Any reference to an action taken by a Person in the ordinary course means that such action is consistent with past practices of such Person and is taken in the ordinary course of the normal operations of such Person.

1.3 Knowledge

Any reference to the “knowledge of the Vendor”, the “knowledge of the Principal”, or any other similar knowledge qualification, as applicable, refers to the actual knowledge of the Principal after having made reasonable inquiries. Any reference to the “knowledge of the Purchaser” or any other similar knowledge qualification refers to the actual knowledge of the senior officers of the Purchaser after having made reasonable inquiries.

1.4 Entire Agreement

This Agreement and the Disclosure Letter together with the agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the Parties. There are no representations, warranties, covenants or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Disclosure Letter, the Ancillary Agreements and any document delivered pursuant to this Agreement.

1.5 Applicable Law

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

1.6 Schedules

The following Schedules attached to this Agreement form an integral part of this Agreement:

Schedule 3.4 - Allocation of Purchase Price

ARTICLE II PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing Time the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the undertaking, property and assets of the Autocarz Business (excluding the Excluded Assets) of every kind and description and wherever located (collectively, the **"Purchased Assets"**). The Purchased Assets include the Vendor's right, title, benefit and interest in the following assets of the Autocarz Business:

- (a) all of the Intellectual Property used in connection with the Autocarz Business as set out in the Disclosure Letter, including:
 - (i) the Autocarz software platform;
 - (ii) the trade names "eBunch Data and Development" and "eBunch";
 - (iii) the domain name "eBunch.ca" and the web site "eBunch.ca" and any other Domain Names and Social Media Accounts used in the Autocarz Business; and
 - (iv) all telephone and facsimile numbers associated with the Autocarz Business;
- (b) all Contracts relating to the Autocarz Business as set out in the Disclosure Letter (the **"Assumed Contracts"**);
- (c) all cash, security deposits and earned deposits placed with the Vendor prior to or on the Closing Date for the performance of any Assumed Contract or any services to be delivered to a customer of the Vendor on or after the Closing Date, as set out in the Disclosure Letter;
- (d) all Books and Records;
- (e) all customer and supplier lists for the Autocarz Business;
- (f) all physical and digital sales and marketing assets, including all digital ads and landing pages relating to the Autocarz Business, and one laptop computer used by the Transferred Employee that is responsible for marketing matters; and
- (g) the Autocarz Business as a going concern, including the Goodwill.

2.2 Excluded Assets

Notwithstanding Section 2.1, the Purchased Assets do not include any of the following (collectively, the **"Excluded Assets"**):

- (a) any assets of the Vendor not relating exclusively to the Autocarz Business, including any assets relating to the software solution known as “konect.ai”;
- (b) all Contracts of employment with Employees, with the exception of the Transferred Employees;
- (c) the personal cell phone number and all personal effects of the Principal, including personal laptop, cell phone and PDA devices; and
- (d) any obligation relating to the leased premises at 777 Hornby Street, Suite 600, Vancouver, British Columbia, V6Z 1S4.

2.3 Assumption of Assumed Liabilities

Subject to the terms and conditions of this Agreement, at the Closing Time the Purchaser shall assume and become liable only for (collectively, the “**Assumed Liabilities**”):

- (a) the Liabilities of the Vendor relating to the Purchased Assets arising from and after the Closing Time and not related to any matter, thing or default existing at, prior to or as a consequence of the Closing;
- (b) all obligations and liabilities of the Vendor under the Assumed Contracts arising from and after the Closing Time and not related to any matter, thing or default existing at, prior to or as a consequence of Closing; and
- (c) all liabilities of the Vendor relating to the Transferred Employees arising from and after the Closing Time.

2.4 Retained Liabilities

Other than the Assumed Liabilities, the Purchaser will not assume any other Liabilities relating to the Autocarz Business (the “**Retained Liabilities**”). Without limiting the generality of the foregoing, the Purchaser will not assume and will not be liable for any Liabilities of, or Claims against, the Vendor for any Liabilities of the Autocarz Business relating to (a) the period up to the Closing Date (contingent or otherwise), including any indebtedness or for any breach of contract, breach of warranty, tort, or violation of law originating prior to, or arising from any matters existing up to the Closing Date, (b) the period following the Closing Date, other than in respect of the Assumed Liabilities, or (c) any Liabilities of and Claims against the Vendor relating to the Employees other than the as set out in Section 6.7(b).

ARTICLE III PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The amount payable by the Purchaser for the Purchased Assets (the “**Purchase Price**”), exclusive of all applicable Taxes, shall be equal to (a) an amount equal to \$125,000, plus (b) the Earn-Out Amount, if any, determined in accordance with Section 3.3.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price as follows:

- (a) at the Closing Time:
 - (i) by payment to the Vendor by certified cheque, bank draft, wire transfer or other immediately available funds of an amount equal to \$100,000, and
 - (ii) by payment to the Escrow Agent by certified cheque, bank draft, wire transfer or other immediately available funds of the Escrow Amount to be held in escrow in accordance with this Agreement and an escrow agreement (the “**Escrow Agreement**”) to be entered into as of the Closing Date by the Purchaser, the Vendor and the Escrow Agent; such Escrow Agreement to provide for, subject to any Agreed Claims pursuant to Article VII, the release of 100% of the Escrow Amount on the three-month anniversary of the Closing Date; and
- (b) by payment to the Vendor of the Earn-Out Amount(s), if any, in accordance with Section 3.3.

3.3 Earn-Out Amount

- (a) The Purchaser shall pay an earn-out (the “**Earn-Out Amount**”) through the issuance of Marble Shares, up to a maximum aggregate amount of \$425,000 (the “**Maximum Earn-Out Amount**”), based on the Net Income for each Calculation Period within the Earn-Out Period calculated in a historically consistent manner and in accordance with IFRS, subject to, and in accordance with, the terms and conditions in this Section 3.3.
- (b) The Purchaser shall calculate the Net Income for each Calculation Period within 30 days following the end of such Calculation Period.
- (c) Within five Business Days following the calculation (or such longer period required for any CSE or regulatory approval) of the Net Income for a Calculation Period, the Purchaser shall pay an amount equal to 33-1/3% of the Net Income, if any, up to the Maximum Earn-Out Amount. For example, (i) if the Net Income during a Calculation Period is equal to or less than \$0, then no Earn-Out Amount will be payable in connection with such Calculation Period, (ii) if the Net Income during a Calculation Period is equal to \$150,000, then the Vendor will be entitled to an Earn-Out Amount of \$50,000, and (iii) if the Net Income during a Calculation Period is equal to or exceeds \$1,275,000, then the Vendor will be entitled to the full Maximum Earn-Out Amount (being \$425,000) and no more, including to the extent there is Net Income during any of the following Calculation Periods within the remaining term of the Earn-Out Period.
- (d) If (i) the aggregate Earn-Out Amount paid by the Purchaser has reached the Maximum Earn-Out Amount; or (ii) the Net Income is negative for two consecutive

Calculation Periods, the Vendor's right to receive any Earn-Out Amount shall forthwith cease.

- (e) The effective price of any Marble Shares issued in satisfaction of the payment of any portion of the Earn-Out Amount (“**Earn-Out Shares**”) shall be the VWAP of the Marble Shares for the five consecutive trading days ending three trading days preceding the last day of the Calculation Period, and the number of Earn-Out Shares issued shall be, provided the Net Income is positive, be determined by dividing the Net Income for the quarter by the VWAP for the five (5) prior trading days ending three (3) trading days prior to the end of each financial quarter.
- (f) Any Earn-Out Shares issued to the Vendor in satisfaction of the payment of any portion of the Earn-Out Amount shall be subject to:
 - (i) the receipt of CSE Acceptance for such issuance, if required;
 - (ii) the satisfaction of any requirements or conditions of the CSE imposed on the Vendor and the Purchaser for the issuance of Earn-Out Shares, including the Vendor filing any required personal information forms or other information filings with the CSE;
 - (iii) a resale restriction of four months plus one day from the date of issuance in accordance with National Instrument 45-102 – *Resale of Securities* and any additional regulatory restrictions, which will be legended on the Earn-Out Shares; and
 - (iv) escrow requirements of the CSE, if any, or of such other stock exchange or quotation system where predominately the Marble Shares trade.

3.4 Allocation of Purchase Price

The Purchase Price shall be allocated in accordance with Schedule 3.4, and the values so attributed to the Purchased Assets are the respective fair market values thereof. The Vendor and Purchaser shall cooperate in the preparation of and execute any elections and agreements that may be necessary or desirable under the Tax Act or the equivalent thereof in any jurisdiction to give effect to the allocations described in Schedule 3.4, and the Vendor and the Purchaser shall prepare and file their respective Tax Returns in a manner consistent with those allocations, elections and agreements. If either Party fails to file its Tax Returns in accordance with this Section 3.4, it shall indemnify and save harmless the other Party in respect of any additional Tax, interest, penalty, and legal and/or accounting costs paid or incurred by the other Party as a result of the indemnifying Party's failure to file its Tax Returns in accordance with this Section 3.4.

3.5 Taxes

- (a) The Vendor and the Purchaser shall jointly elect under subsection 167(1) of the GST Legislation in connection with the purchase and sale of the Purchased Assets, using the prescribed form and including the prescribed information, and the Purchaser shall file that election with the appropriate Governmental Authorities in accordance with the requirements of GST Legislation. If requested by the

Purchaser, the Vendor shall execute and deliver to the Purchaser an authorization authorizing the Purchaser or the Purchaser's accountants to file that election on behalf of the Vendor.

- (b) Subject to the Vendor's receipt of any Earn-Out Amount, the Vendor and the Purchaser will, upon the request of the Vendor, jointly elect in accordance with the provisions of subsection 85(1) of the Tax Act, in the prescribed form and within the time stipulated in subsection 85(6) of the Tax Act. The Vendor and the Purchaser will from time to time thereafter execute and deliver all amendments to such election as are reasonably required to effect such result.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE PRINCIPAL

The Vendor and the Principal have delivered to the Purchaser the Disclosure Letter to be delivered pursuant to this Agreement, which is deemed to constitute an integral part of this Agreement and to modify the representations and warranties of the Vendor and the Principal contained in this Article IV. Each of the Vendor and the Principal, jointly and severally, makes the following representations and warranties and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and in purchasing the Purchased Assets from the Vendor:

4.1 Corporate Organization, Standing and Qualifications

The Vendor is a corporation duly incorporated, validly existing, organized and in good standing under the laws of the Province of British Columbia and has not been dissolved. The Vendor has all requisite corporate power, authority and capacity to own, lease and operate its property and assets and to carry on the Autocarz Business.

4.2 No Solvency or Reorganization Proceedings

Neither the Principal nor the Vendor is insolvent and no proceedings have been taken or authorized by the Principal or by any other Person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Vendor or the Principal, as applicable, or with respect to any amalgamation, merger, consolidation, arrangement, receivership or reorganization of, or relating to, the Vendor or the Purchased Assets nor, to the knowledge of the Vendor, have any such proceedings been threatened by any other Person. No encumbrancer has taken possession of any of the Purchased Assets and no execution or distress has become enforceable or levied upon any of the Purchased Assets.

4.3 Authorization

Each of the Vendor and the Principal has the capacity, authority and power to execute, deliver and perform this Agreement and all of the agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and all of the agreements contemplated hereby to which the Vendor or the Principal is a party have been duly and validly authorized, executed and delivered by the Vendor or the Principal, as applicable, and

each such agreement constitutes a legal, valid and binding obligation of the Vendor or the Principal, respectively, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.4 Consents and Approvals; No Violations

Neither the execution and delivery of this Agreement or any other agreement or document to which the Vendor or the Principal is or will become a party as contemplated by this Agreement, the consummation of the transactions contemplated herein or therein nor compliance by the Vendor or the Principal with any provisions hereof or thereof will (a) conflict with or result in a breach of any of the terms, conditions or provisions of the articles or other constating documents of the Vendor, (b) conflict with or result in a breach or a default under any of the provisions of any Contract or other instrument or obligation to which the Vendor or the Principal is a party, or by which the Vendor or the Principal is bound or affected, except where such breach or default would not cause a Material Adverse Effect, or (c) violate any Laws applicable to the Principal, the Vendor or the Autocarz Business or any of their assets. No consent or approval by, or any notification or filing with, any Person is required in connection with the execution, delivery or performance by the Vendor and the Principal of this Agreement or any other agreement or document to which the Vendor or the Principal is or will be a party.

4.5 Title to Assets

The Vendor is the sole legal and beneficial owner and (where its interests are registrable) the sole registered owner of the Purchased Assets, with good and valid title, free and clear of all Encumbrances. There is no basis upon which any of the Purchased Assets might become subject to any Encumbrances. The Vendor possesses the Purchased Assets. The Purchased Assets are sufficient for the continued conduct of the Autocarz Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Autocarz Business as currently conducted.

4.6 No Agreements or Options

Except for the Purchaser's right in this Agreement, no Person has any written or oral agreement or option or any right or privilege capable of becoming an agreement or option for the purchase or other acquisition from the Vendor of any of the Purchased Assets.

4.7 Books and Records

All of the Books and Records have been delivered or made available to the Purchaser. The Books and Records are duly maintained in accordance with all applicable Laws and contain full and accurate records of all matters required to be dealt with in such records in all material respects. All material financial transactions relating to the Vendor and the Autocarz Business have been accurately recorded in the Books and Records in accordance with IFRS.

4.8 Liabilities

The Vendor does not have, nor as a result of the transactions contemplated by this Agreement will have, any indebtedness, Claim, liability, obligation or contractual obligation of any nature (whether known or unknown, absolute, accrued, fixed, contingent, liquidated, unliquidated, unasserted or otherwise and whether due or to become due) related to the Autocarz Business (collectively, the “**Liabilities**”), except for Liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2021 and which, individually or in the aggregate, do not exceed \$5,000. All such Liabilities are being paid by the Vendor in the ordinary course of business when due and payable, and the Vendor has sufficient assets to discharge such Liabilities in the ordinary course. The Disclosure Letter sets forth the Vendor’s best good faith estimates as of the date hereof of the cost to the Vendor for vacation, sick leave and similar paid leave of the Transferred Employees.

4.9 Absence of Certain Changes or Events

Since December 31, 2021, other than the Share Transaction, there has not been any Material Adverse Change in the condition of the Vendor or the Autocarz Business and no such Material Adverse Change is pending or, to the knowledge of the Principal, threatened.

4.10 Contracts

The Disclosure Letter contains a complete and accurate list of all Contracts related to the Autocarz Business to which the Vendor is a party. Each of the Contracts described in the Disclosure Letter (or required to be described in the Disclosure Letter) constitutes a valid and binding obligation of the parties thereto, enforceable in accordance with its terms. There are no obligations in respect of such Contracts except as described in the Disclosure Letter. To the knowledge of the Vendor, none of the parties to any of the Contracts is in breach of its obligations thereunder and no act or event has occurred which, with notice or lapse of time or both, would constitute a breach of any of the Contracts.

4.11 Intellectual Property

The Disclosure Letter sets out a full, complete and accurate list of all Intellectual Property and identifies the Intellectual Property owned by the Vendor and the Intellectual Property licensed by the Vendor from third parties, other than the Software and normal and routine off-the-shelf software licence agreements. Such Intellectual Property is the only intellectual property necessary for and material to the operation of the Autocarz Business. All of the Intellectual Property is valid, subsisting and enforceable. Except to the extent set out in the Disclosure Letter:

- (a) The Vendor owns, directly and exclusively, all right, title and interest in and to all Intellectual Property owned by it as identified in the Disclosure Letter, with a good and marketable title, free and clear of all Encumbrances. Any third party who has any moral rights or similar rights in or to such Intellectual Property has irrevocably waived such rights in favour of the Vendor. The Vendor holds valid licences for all of the Intellectual Property owned by third parties.

- (b) The Vendor has not, during the past two years, except in the ordinary course of business in connection with the distribution of its products and licences to end users (i) transferred, conveyed, sold, assigned, pledged, mortgaged or granted a security interest in any Intellectual Property owned by the Vendor to any third party; (ii) entered into any licence, franchise or other agreement with respect to any Intellectual Property owned by the Vendor with any third person; or (iii) otherwise encumbered any of the Intellectual Property owned by the Vendor.
- (c) The Vendor has taken all steps reasonably necessary to validly maintain, and has not taken any steps that could constitute abandonment of, the Intellectual Property, including paying all necessary fees and filing all appropriate affidavits and renewals with the appropriate Governmental Authorities.
- (d) To the knowledge of the Principal, the Intellectual Property owned by the Vendor and currently used to conduct the Autocarz Business does not conflict with, misappropriate or infringe upon or otherwise violate any intellectual property rights of any third party. There are no unresolved, pending or, to the knowledge of the Principal, threatened Claims that allege that the Vendor has infringed or misappropriated the intellectual property rights of any third party.
- (e) There are no unresolved, pending or, to the knowledge of the Principal, threatened Claims that challenge or otherwise question the validity, title or ownership of any Intellectual Property, or the right to use any Intellectual Property, that the Vendor owns and/or currently uses to conduct the Autocarz Business.
- (f) To the knowledge of the Principal, there is no, and there has not been any, conflict, unauthorized use, infringement or misappropriation of any of the Intellectual Property owned, used or licensed by or to the Vendor or any breach at any time of any duty or obligation owed to the Vendor in respect of any of the Intellectual Property.
- (g) The Vendor is not a party to any agreement, contract or judicial order that in any way limits or restricts any Intellectual Property that the Vendor owns and/or currently uses to conduct the Autocarz Business, other than normal and routine off-the-shelf software licence agreements.

4.12 Software

The Disclosure Letter sets forth a full, complete and accurate list of all of the Software and all components thereof, including all components owned by the Vendor and all components licensed by the Vendor from third parties. Except to the extent set out in the Disclosure Letter:

- (a) Other than the Software owned by third parties, the Software does not contain, embody, use or require any third-party software, including development tools and utilities, and the Software constitutes all materials necessary for the continued maintenance, modification, development and enhancement of the Software.

- (b) Copies of all licence and maintenance agreements for the Software owned by third parties have been made available to the Purchaser. No person has been provided a copy of the Software except pursuant to a valid licence.
- (c) All copies of the source code and related documentation for all Software, including original source code, are securely stored in the cloud on servers which are accessible only by the Vendor. No source code or related documentation forming part of the Software is subject to escrow. The source code or related documentation has not been disclosed to any third party. None of the Software is subject to an open-source code licence or to any licence requiring the present or future public disclosure of its source code.
- (d) To the knowledge of the Principal, there are no problems or defects in the Software including bugs, logic errors or failures of the Software to operate as described in the related documentation.
- (e) The Software does not contain any undocumented code, disabling mechanism or protection feature intentionally designed to prevent its use, including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable Software or data, other software, operating systems, computers or equipment with which the Software interacts.
- (f) There are no, and there have never been, any distributors, sales agents, representatives or any other Persons, including VARs, OEMs or resellers, who have or had rights to market or license the Software.
- (g) The Vendor does not license any third party software or Intellectual Property for use in the Software and the Autocarz Business. No license in third party software or Intellectual Property is required to use and operate the Software or the Autocarz Business.

4.13 Taxes

- (a) The Vendor has duly filed on a timely basis with the appropriate Governmental Authority all Tax Returns required to be filed for taxable periods ending on or before the Closing. All such Tax Returns are true, correct and complete in all material respects. No such Tax Return has been amended.
- (b) All Taxes shown as due on such Tax Returns or otherwise due or claimed to be due by any Governmental Authority have been paid. All instalments, assessments and reassessments of which the Vendor are aware or have received notice and all other Taxes which are due and payable, has been paid in full.
- (c) The Vendor has made available to the Purchaser complete and correct copies of all Tax Returns that have been filed as of the date hereof (except Tax Returns for

periods in respect of which the applicable statutory period of limitations has expired) and copies of all its correspondence with taxing authorities.

- (d) All liabilities of the Vendor in respect of Taxes have been assessed by the relevant Governmental Authority and notices of assessment have been issued for all taxation periods ending on or before December 31, 2021.
- (e) The Vendor has duly and on a timely basis withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any Employees, officers or directors and any non-resident person, the amount of all Taxes and other deductions required by any Law, rule or regulation to be withheld from any such amount and has duly and on a timely basis remitted the same to the appropriate Governmental Authority.
- (f) The Vendor is a registrant for the purposes of the GST Legislation having the registration number 8359 17154 RT0001. The Vendor is not nor has it been a financial institution within the meaning of the GST Legislation.
- (g) The Vendor is not a non-resident of Canada for the purposes of the Tax Act.

4.14 Employment Matters

- (a) The Disclosure Letter contains a complete and accurate list of all Transferred Employees, their respective positions, dates of hire with the Vendor, current salaries, benefits and other remunerations and dates of last salary increases and indicates which Transferred Employees are parties to a written or oral agreement with the Vendor (including confidentiality and non-competition agreements).
- (b) All liabilities in respect of Transferred Employees have or shall have been paid to the Closing Date, including premium contributions, remittance and assessments for unemployment insurance, employer health tax, Canada Pension Plan, income tax, workers' compensation and any other employment related legislation, accrued wages, Taxes, salaries, commissions and employee benefit plan payments.

4.15 Compliance with Laws; Governmental Authorizations

- (a) The Vendor has conducted the Autocarz Business in compliance with all applicable Laws in each jurisdiction in which the Autocarz Business is carried on, except where any such non-compliance would not cause a Material Adverse Effect. The Vendor has not received any notice that any violation of any Law is being or may be alleged.
- (b) The Vendor is duly licensed, registered or qualified and duly possesses all Governmental Authorizations required or necessary to carry on the Autocarz Business as now conducted in compliance with all applicable Laws, and all such Governmental Authorizations are described in the Disclosure Letter.

4.16 Litigation

There is no Claim, arbitration or legal, administrative or other proceeding or investigation by any Governmental Authority or any other Person, including appeals and applications for review pending or, to the knowledge of the Vendor and the Principal, threatened against the Vendor, the Principal or relating to the Autocarz Business. There are no facts known to the Vendor or the Principal which are likely to give rise to any such Claims. Except as disclosed in the Disclosure Letter, there is not now, and within the past five years there has not been, outstanding against the Vendor any judgment, execution, order, injunction, decree or rule of any court, administrative agency, Governmental Authority or arbitrator which affects in any way any of the Vendor or the Autocarz Business.

4.17 Brokers

No agent, broker, Person or firm acting on behalf of the Vendor is, or will be, entitled to any commission or brokers' or finders' fees from the Vendor or from any affiliate of the Vendor, in connection with any of the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF MARBLE AND THE PURCHASER

Each of Marble and the Purchaser, jointly and severally, makes the following representations and warranties and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and in selling the Purchased Assets to the Purchaser:

5.1 Corporate Organization

Each of the Purchaser and Marble is a corporation duly incorporated, validly existing, organized and in good standing under the federal laws of Canada and has not been dissolved. Each of Marble and the Purchaser has all requisite corporate power, authority and capacity to own, lease and operate its property and assets, to carry on its business as presently conducted, to purchase the Purchased Assets and otherwise perform its obligations pursuant to this Agreement.

5.2 Authorization

- (a) Each of Marble and the Purchaser has the capacity, authority and power to execute, deliver and perform this Agreement and all of the agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and all of the agreements contemplated hereby to which each of Marble and the Purchaser is a party have been duly and validly authorized, executed and delivered by Marble and the Purchaser, and each such agreement constitutes a legal, valid and binding obligation of Marble and the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

- (b) The Earn-Out Shares that may be issued to the Vendor pursuant to this Agreement have been duly authorized and at the time of issuance will be duly issued as fully-paid and non-assessable shares and in compliance with all applicable Securities Laws, free and clear of any Encumbrances, other than restrictions pursuant to applicable Securities Laws, and good and marketable title to the Earn-Out Shares shall vest in the Vendor upon issuance thereof.

5.3 Capitalization

The authorized and issued share capital of the Marble consists of an unlimited number of Common Shares and an unlimited number of Preferred Shares, of which, as of the date hereof, 100,406,141 Marble Shares are duly and validly issued and are outstanding as fully paid and non-assessable. Other than as disclosed in Schedule 5.3 or as contemplated by this Agreement, Marble does not have any (a) issued or outstanding (i) shares in its capital, or (ii) securities convertible into, or exchangeable or exercisable for, any options, warrants, calls, puts, subscriptions or other rights, (b) agreements or contractual obligations relating to any of the issued and outstanding shares in its capital or obligating it to issue or sell any of the shares in its capital or any such securities, options, warrants, calls, puts, subscriptions or other rights, (c) Encumbrances relating to any of the shares in its capital, (d) rights or contractual obligations to give funds to or make any investment in any other Person, or (e) rights or contractual obligations that give any Person other than the Vendor any right to reserve or exercise any benefits or rights similar to any rights enjoyed or accruing to the holder of the shares in its capital.

5.4 Securities Laws Matters

Marble is a reporting issuer under the Securities Laws of each of the Reporting Jurisdictions. The Marble Shares are, and at the Closing Time, will be listed on the CSE. Marble has not taken any action which would reasonably be expected to result in the delisting or suspension of the Marble Shares on or from the CSE. Marble is not currently in default of any requirement of the Securities Laws of the Reporting Jurisdictions and Marble is not included on a list of defaulting reporting issuers maintained by any of the Securities Commissions or similar regulatory authorities in any of the Reporting Jurisdictions. Marble is not in default of any of the material listing requirements of the CSE. No Securities Commission has issued any order having the effect of suspending or ceasing the trading of the Marble Shares and no proceedings for that purpose have been instituted or are pending or, to Marble's knowledge, contemplated or threatened by any regulatory authority.

5.5 Consents and Approvals; No Violations

Neither the execution and delivery of this Agreement or any other agreement or document to which Marble or the Purchaser is or will become a party as contemplated by this Agreement, the consummation of the transactions contemplated herein or therein nor compliance by Marble or the Purchaser with any provisions hereof or thereof will (a) conflict with or result in a breach of any of the terms, conditions or provisions of the articles, by-laws or other constating documents of Marble or the Purchaser, as applicable (b) conflict with or result in a breach or a default under any of the provisions of any Contract or other instrument or obligation to which Marble or the Purchaser is a party, or by which Marble or the Purchaser is bound or affected, or (c) violate any Laws applicable to Marble or the Purchaser or any of its properties or assets. Except for the CSE Acceptance, no consent or approval by, or any notification or filing with, any Governmental

Authority or any other Person is required in connection with the execution, delivery or performance by Marble or the Purchaser of this Agreement or any other agreement or document to which Marble or the Purchaser is or will be a party.

5.6 Litigation

There are no Claims, arbitration or legal, administrative or other proceedings or investigations by any Governmental Authority, including appeals and applications for review pending or, to the best of Marble's knowledge and the Purchaser's knowledge, threatened against Marble or the Purchaser, respectively, which, if determined adversely to Marble or the Purchaser, would (a) prevent the Purchaser from paying the Purchase Price to the Vendor, including the issuance of the Earn-Out Shares by Marble, (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Assets as contemplated by this Agreement, or (c) delay, restrict or prevent Marble or the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.

5.7 Brokers

No agent, broker, person or firm acting on behalf of Marble or the Purchaser is, or will be, entitled to any commission or brokers' or finders' fees from Marble or the Purchaser or from any affiliate of Marble or the Purchaser, in connection with any of the transactions contemplated by this Agreement.

5.8 Governmental Authority

Marble is not subject to any cease trade or other order of any Governmental Authority, and, to Marble's knowledge, no inquiry, review or investigation (formal or informal) or other proceedings involving Marble that may operate to prevent or restrict trading of any securities of Marble are currently in progress or pending before any Governmental Authority.

5.9 Marble's Public Record

The information and statements set forth in Marble's Public Record were, as of the date thereof, in compliance in all material respects with the Securities Law and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no material fact known to Marble which Marble has not publicly disclosed which materially adversely affects the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of Marble or the ability of Marble to perform its obligations under this Agreement. Marble has not filed any confidential material change reports with any securities regulatory authority that are still maintained on a confidential basis.

5.10 Absence of Material Change

Since December 31, 2021, except as disclosed in Marble's Public Record, there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Marble.

5.11 Absence of Insolvency and Reorganization Proceedings

No act or proceeding has been taken by or against Marble in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the or for the appointment of a trustee, receiver, manager or other administrator of Marble or any of its respective properties or assets nor, to Marble's knowledge, is any such act or proceeding threatened. Marble has not sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation.

5.12 Not a Non-Resident of Canada

Marble is not a non-resident of Canada for the purposes of the Tax Act.

ARTICLE VI COVENANTS OF THE VENDOR, THE PRINCIPAL, MARBLE AND THE PURCHASER

6.1 Confidentiality

After the Closing, the Vendor and the Principal shall keep confidential all information relating to the Autocarz Business, except information which (i) is part of the public domain; (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Vendor or the Principal; (iii) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or (iv) is released from the provisions of this Agreement by the written authorization of Purchaser.

6.2 Disclosure of Transaction

Neither the Vendor, the Principal, Marble nor the Purchaser shall, nor shall any of their respective affiliates, agents, employees, officers and directors, without the prior written consent of the other Party, disclose or permit to be disclosed to anyone any information relating to the other Party, this Agreement or the transactions contemplated by this Agreement. This Section 6.2 does not prohibit disclosure to the professional advisors, bankers and employees of either Party who need to know such information, or to the extent necessary to authorize the purchase and sale of the Purchased Assets pursuant to this Agreement, or to obtain the CSE Acceptance or as may be required by any Law.

6.3 Commercially Reasonable Efforts

Subject to the terms and conditions contained herein, the Parties shall cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, and to make, or cause to be made, all filings necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including their respective commercially reasonable efforts to obtain all necessary actions, consents and approvals to transfer the Purchased Assets from the Vendor to the Purchaser.

6.4 Change of Name

- (a) On or prior to the Closing, the Vendor shall take all steps required to permit the Purchaser to adopt a corporate name in which the words “eBunch Data & Development” and/or “eBunch” are used. Such steps shall include executing any consents and acknowledgements required in order to enable the Purchaser to file business name registrations containing a corporate name in which the words “eBunch Data & Development” and/or “eBunch” are used.
- (b) Forthwith after Closing, the Vendor shall take all steps necessary to change its and any of its affiliates’ corporate names to ones which do not include the words “eBunch”.

6.5 Litigation Support

In the event and for so long as any Party actively is contesting or defending against any Claim, action, suit, proceeding, hearing, investigation, charge, complaint or demand in connection with (a) any transaction contemplated by this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Vendor or the Autocarz Business, the other Party shall cooperate with the contesting or defending Party or its counsel in the defence or contest, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the defence or contest, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under Article VII).

6.6 Tax Matters

- (a) The Vendor and the Principal shall, and shall cause the Vendor to, timely file all Tax Returns and pay all Taxes relating to the Vendor and the Autocarz Business arising from or relating to any pre-Closing Tax period, and the Vendor shall be liable for and shall pay any liability for Taxes incurred as a result of the transfer of the Purchased Assets, the payment of the Purchase Price and the other transactions contemplated by this Agreement.
- (b) The Purchaser and the Vendor agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Vendor and the Autocarz Business as is reasonably necessary for the filing of all Tax Returns and making of any election related to Taxes, the preparation for any audit by any Governmental Authority, and the prosecution or defence of any Claim relating to any Tax Return. The Purchaser and the Vendor shall cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Vendor or the Autocarz Business and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 6.6. In addition, the Purchaser and the Vendor agree to maintain or arrange for the maintenance of all records necessary to comply with this Section 6.6 for a period of seven years from the Closing Date (or such longer period as may be reasonably requested in writing by the Purchaser or the

Vendor) and each Party agrees to afford the other reasonable access to such records during normal business hours.

6.7 Employment Matters

- (a) **Transferred Employees** – Conditional upon the Closing, the Purchaser shall offer employment to each of the Transferred Employee pursuant to written offers of employment; provided, however, that such offers shall contain (i) terms and conditions of employment with the Purchaser that are no more favourable in the aggregate as the existing terms and conditions of employment provided by the Vendor on the Closing Date; and (ii) non-competition, non-solicitation and other restrictive covenants provisions in favour of the Purchaser.
- (b) **Other Matters** – The Vendor shall be responsible for all liabilities, obligations and commitments relating to compensation of current and former Employees of the Vendor, including any bonus payments or other obligations (whether arising from statute, agreement or common law), arising as a result of the transactions contemplated by this Agreement. The Vendor shall be responsible for all notice, pay in lieu of notice, severance and other obligations arising with respect to the termination of employment of all Employees who are not Transferred Employees in accordance with the terms and conditions of this Section 6.7.
- (c) **Mutual Cooperation** – The Vendor has provided to the Purchaser any information or copies of personnel records relating to the Transferred Employees or relating to the service of Transferred Employees with the Vendor prior to the Closing Date. The Parties shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this Section 6.7.

6.8 License and Services

The Vendor shall negotiate in good faith with the Purchaser, preferential rates for licensing, leasing, or providing any software, intellectual property, and such other products and services offered or owned by the Vendor that are not included in the Purchased Assets, as the Purchaser deems necessary or desirable to operate the business operated by the Purchaser or its affiliates (including the Autocarz Business).

6.9 Securities Law Filings

Marble will prepare and file all forms, documents, notices and certificates within prescribed time periods required by Securities Law in connection with the issuance and sale of the Earn-Out Shares, so as to permit and enable such securities to be lawfully distributed on an exempt basis to the Vendor.

6.10 Activities of Marble During the Earn-Out Period

During the Earn-Out Period, Marble will:

- (a) use commercially reasonable efforts to maintain its existence and carry on its business in the ordinary course other than as contemplated by this Agreement; provided that this clause shall not be construed as limiting or restricting Marble from completing a consolidation, amalgamation, arrangement, takeover bid or merger outside of the ordinary course of business, so long as the holders of Marble Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of Marble Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the CSE; provided that to the extent any such transaction occurs during the Earn-Out Period, the Vendor shall be treated the same as the holders of Marble Shares and provided the same opportunity to participate in the transaction;
- (b) use commercially reasonable efforts to ensure that all Marble Shares outstanding or issuable from time to time (including the Earn-Out Shares) continue to be or are listed and posted for trading on the CSE (or such other Canadian stock exchange), provided that this clause shall not be construed as limiting or restricting Marble from completing a consolidation, amalgamation, arrangement, takeover bid or merger that would result in the Marble Shares ceasing to be listed and posted for trading on the CSE, so long as the holders of Marble Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Marble Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the CSE; and
- (c) make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in each of the provinces and other Canadian jurisdictions where it is or becomes a reporting issuer.

ARTICLE VII SURVIVAL AND INDEMNIFICATION

7.1 Survival of Vendor's and Principal's Representations and Warranties

The representations and warranties of the Vendor and the Principal contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Purchaser as follows:

- (a) as to the representations and warranties contained in Sections 4.1, 4.3, 4.5 and 4.17, indefinitely;
- (b) as to Tax matters, until 90 days after the expiration of all periods allowed for objecting and appealing the determination of any proceedings relating to any assessment or reassessment of the Purchaser or the Vendor, as the case may be, by any Governmental Authority in respect of any taxation period ending on or prior to the Closing or in which the Closing occurs unless a *bona fide* notice of a Claim shall have been made in writing before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim; and

- (c) as to all other matters, for a period of 24 months, unless a *bona fide* notice of a Claim for indemnity shall have been given in writing before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim.

7.2 Survival of Marble's and the Purchaser's Representations and Warranties

The representations and warranties of Marble and the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Vendor for a period of 24 months, unless a *bona fide* notice of a Claim for indemnity shall have been given in writing before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim.

7.3 Survival of Covenants

Except as otherwise provided in this Agreement, all covenants of the Vendor and the Principal, on the one hand, and Marble and the Purchaser, on the other hand, as the case may be, contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Purchaser or the Vendor, as the case may be, for the period of such covenant, subject only to applicable limitation periods imposed by applicable Law.

7.4 Indemnification

- (a) The Vendor indemnifies and holds the Purchaser and each of its shareholders, officers, directors, employees, agents, successors and assigns (collectively, the "**Purchaser Indemnified Parties**"), harmless from and against any Claim, demand, action, cause of action, damage, loss (not including lost profits), cost, liability or expense (including legal fees) which may be made or brought against the Purchaser Indemnified Parties or which the Purchaser Indemnified Parties may suffer or incur, directly or indirectly, in respect of, as a result of, or arising out of:
 - (i) any non-fulfillment of any covenant on the part of the Vendor or the Principal contained in this Agreement or any document or certificate given pursuant to this Agreement; and
 - (ii) the failure of any representation or warranty made by the Vendor or the Principal in this Agreement (whether or not contained in Article IV) or in any Schedule, Exhibit, document or certificate delivered pursuant to this Agreement, including the Disclosure Letter, to be true and correct in all respects as of the date of this Agreement and as of the Closing Date; and
 - (iii) any Claim or threatened Claim relating to any matter with respect to the Purchased Assets or the Autocarz Business, or that may affect the Purchased Assets or the Autocarz Business, that occurred before the Closing Date or relating to facts that occurred before the Closing Date, including any Claim disclosed pursuant to Section 4.16 of the Disclosure Letter.

- (b) Each of Marble and the Purchaser, jointly and severally, indemnifies and holds the Vendor and its shareholders, officers, directors, employees, agents, successors and assigns (collectively, the “**Vendor Indemnified Parties**”), harmless from and against any Claim, demand, action, cause of action, damage, loss (not including lost profits), cost, liability or expense (including legal fees) which may be made or brought against the Vendor Indemnified Parties or which the Vendor Indemnified Parties may suffer or incur, in respect of, or arising out of:
 - (i) any non-fulfillment of any covenant on the part of Marble or the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement; and
 - (ii) the failure of any representation or warranty made by Marble or the Purchaser in this Agreement or in any Schedule, Exhibit, document or certificate delivered pursuant to this Agreement to be true and correct in all respects as of the date of this Agreement and as of the Closing Date.
- (c) The obligations to indemnify and hold harmless pursuant to Section 7.4 shall survive the consummation of the transactions contemplated by this Agreement for the time periods set out in Section 7.1 and Section 7.2, except for Claims for indemnification asserted prior to the end of such periods, which Claims shall survive until final resolution thereof.
- (d) The obligations to indemnify and hold harmless pursuant to Section 7.4(a)(ii) and 7.4(b)(ii) shall be limited to an aggregate amount equal to the Purchase Price and no Person shall be entitled to recovery for losses pursuant to such Sections until the total amount of losses exceeds \$5,000 (the “**Basket Amount**”), provided, that to the extent the amount of losses exceeds the Basket Amount, the Indemnified Party shall be entitled to recover the Basket Amount, as well as the amount of losses in excess of the Basket Amount; provided that the limitation on indemnification contained in this Section 7.4(d) shall not apply to losses which arise from a breach of breach of representations and warranties contained in Sections 4.1, 4.3, 4.5, 4.13 and 4.17 or the fraud or fraudulent misrepresentation of the Indemnifying Party.

7.5 Procedure for Indemnification

- (a) Within 30 days after the incurrence of any losses by any Person entitled to indemnification pursuant to Section 7.4 hereof (an “**Indemnified Party**”) which might give rise to indemnification hereunder, the Indemnified Party shall deliver to the party from which indemnification is sought (the “**Indemnifying Party**”) and, if applicable, the Escrow Agent a certificate (the “**Certificate**”), which Certificate shall:
 - (i) state that the Indemnified Party has paid or properly accrued losses or anticipates that it will incur liability for losses for which such Indemnified Party is entitled to indemnification pursuant to this Agreement; and

- (ii) specify in reasonable detail each individual item of loss included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related and the computation of the amount to which such Indemnified Party claims to be entitled hereunder.
- (b) In the event that the Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or claims specified in any Certificate, the Indemnifying Party shall, within 10 days after receipt by the Indemnifying Party of such Certificate, deliver to the Indemnified Party a notice to such effect and the Indemnifying Party and the Indemnified Party shall, within the 30 day period beginning on the date of receipt by the Indemnified Party of such objection, attempt in good faith to agree upon the rights of the respective parties with respect to each of such Claims to which the Indemnifying Party shall have so objected. If the Indemnified Party and the Indemnifying Party shall succeed in reaching agreement on their respective rights with respect to any of such Claims, the Indemnified Party and the Indemnifying Party shall promptly prepare and sign a memorandum setting forth such agreement. Should the Indemnified Party and the Indemnifying Party be unable to agree as to any particular item or items or amount or amounts, then the Indemnified Party and the Indemnifying Party shall submit such dispute for arbitration in accordance with Section 7.8. The party which receives a final judgment in such dispute shall be indemnified and held harmless for all reasonable attorney and consultant's fees or expenses by the other party.
- (c) Claims for losses specified in any Certificate to which an Indemnifying Party shall not object in writing within 10 days of receipt of such Certificate, Claims for losses the validity and amount of which have been the subject of arbitration as described in Section 7.5(b) and Claims for losses the validity and amount of which shall have been the subject of a final arbitration, or shall have been settled with the consent of the Indemnifying Party, are hereinafter referred to, collectively, as "**Agreed Claims**". Within 10 days of the determination of the amount of any Agreed Claims, the Indemnifying Party shall pay to the Indemnified Party (except in the case where a payment has been already effected pursuant to the Escrow Agreement but only to the extent of such payment) an amount equal to the Agreed Claim by wire transfer in immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than two Business Days prior to such payment; provided that (i) any Agreed Claim shall be satisfied first by withholding and setting off against the Escrow Amount and the Earn-Out Amount (to the extent realized but unpaid), on a pro-rata basis, and thereafter by recourse directly to the Vendor; and (ii) the Vendor may satisfy any portion of the Agreed Claim by returning for cancellation such number of Marble Shares valued at the issue price therefor.
- (d) The Vendor shall have the right and option to satisfy any Claim against it by an Indemnifying Party by payment in cash or returning that portion of the Marble Shares for cancellation at an ascribed value equal to the VWAP of the Marble

Shares for the five consecutive trading days ending three trading days preceding date of the Agreed Claims.

7.6 Rights Cumulative

The rights of indemnification contained in this Article VII are cumulative and are in addition to every other right or remedy of the Parties contained in this Agreement or otherwise.

7.7 Exclusion of Other Remedies

Except as provided in this Section 7.7, and if the Closing occurs, the indemnities provided in Section 7.4 shall constitute the only remedies of the Purchaser or the Vendor, respectively, against a Party in the event of any breach of a representation, warranty, covenant or agreement of such Party contained in this Agreement. The Parties may exercise their rights of indemnity in Article VII and may also exercise any remedies available for claims based on fraudulent acts or fraudulent misrepresentation and any equitable remedies. The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement or any Ancillary Agreement may give rise to an irreparable injury to a Party inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction. Each of the Purchaser and the Vendor expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which it would otherwise be entitled to as against a Party.

7.8 Arbitration Procedures

- (a) If any dispute or controversy shall occur between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration by a single arbitrator, if the Parties can agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by the Purchaser and one shall be appointed by the Vendor and the third shall be appointed by the two named arbitrators.
- (b) The arbitration shall be held in the City of Vancouver. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (British Columbia).
- (c) The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (d) If a single arbitrator is used, all of the costs and expenses of the arbitration shall be borne equally by the Parties or in such other manner as the arbitrator may determine to be appropriate. If three arbitrators are used the costs and expenses of the third arbitrator and of any experts engaged by such arbitrator shall be borne equally by the Parties and each Party shall pay the costs and expenses of the arbitrator appointed by it. Arbitration under this Section 7.8 shall be in substitution for and precludes the bringing of any action in any court by either Party.

ARTICLE VIII CLOSING

8.1 Place of Closing

The Closing shall take place at the Closing Time virtually or at such other place as may be agreed upon by the Vendor and the Purchaser.

8.2 Closing Deliveries

- (a) The Vendor and the Principal shall deliver to the Purchaser:
 - (i) root user credentials to an Amazon Web Services directory containing a digital copy of all Software included in the Purchased Assets, together with actual possession of the other Purchased Assets;
 - (ii) a certificate dated within two days before the Closing Date from the appropriate office of the jurisdiction of organization of the Vendor, certifying that the Vendor, is validly existing and in good standing under the laws of such jurisdiction;
 - (iii) a certificate of a senior officer of the Vendor (in such capacity and without personal liability), in form and substance reasonably satisfactory to the Purchaser certifying: (i) as to the articles of the Vendor; (ii) that the board of directors (and, if required, shareholders) of the Vendor has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (iii) as to the incumbency and signatures of the officers of the Vendor executing this Agreement and the other transaction documents contemplated herein;
 - (iv) such pay-off letters, evidence of payment, estoppel letters, no-interest letters, discharges (including *Personal Property Security Act* (British Columbia) discharges) and releases as the Purchaser or its counsel reasonably determine are necessary to release or terminate any Encumbrances on the Purchased Assets, or to consummate the transactions contemplated under this Agreement or any of the Ancillary Agreements, including registration No. 218366K under the *Personal Property Security Act* (British Columbia) in favour of The Toronto-Dominion Bank;
 - (v) the Escrow Agreement duly executed by the Vendor;
 - (vi) an independent contractor agreement (the “**Consulting Agreement**”) duly executed by the Principal pursuant to which the Principal will assume the position of Strategic Advisor – Automotive for North America with Marble, in form and substance satisfactory to Marble;

- (vii) an employment or consulting agreement (an “**Employment Agreement**”) duly executed by each of the Transferred Employees, each in form and substance satisfactory to the Purchaser;
 - (viii) a restrictive covenants agreement (a “**Restrictive Covenants Agreement**”) duly executed by each of the Vendor and the Principal, each in form and substance satisfactory to the Purchaser;
 - (ix) a bill of sale agreement (the “**Bill of Sale Agreement**”) duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Purchaser;
 - (x) an assignment and assumption of assumed contracts agreement (the “**Assignment and Assumption Agreement**”) duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Purchaser;
 - (xi) an assignment and transfer of intellectual property agreement (the “**Intellectual Property Assignment Agreement**”) duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Purchaser; and
 - (xii) such other documents as may be reasonably necessary and consistent with the terms of this Agreement in order to complete the transactions contemplated herein.
- (b) The Purchaser shall deliver to the Vendor:
- (i) the applicable CSE Acceptance;
 - (ii) payment of \$100,000 in accordance with Article III;
 - (iii) a certificate dated within two days before the Closing Date from the appropriate office of the jurisdiction of organization of the Purchaser, certifying that the Purchaser is validly existing and in good standing under the laws of such jurisdiction;
 - (iv) a certificate dated within two days before the Closing Date from the appropriate office of the jurisdiction of organization of Marble, certifying that Marble is validly existing and in good standing under the laws of such jurisdiction;
 - (v) extracts from the Reporting Issuer Lists maintained by all of the Securities Commissions in which Marble is a reporting issuer confirming that Marble is not in default;
 - (vi) a certificate of a senior officer of the Purchaser (in such capacity and without personal liability), in form and substance reasonably satisfactory to the Vendor certifying: (i) as to the articles of the Purchaser; (ii) that the

board of directors (and, if required, shareholders) of the Purchaser has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (iii) as to the incumbency and signatures of the officers of the Purchaser executing this Agreement and the other transaction documents contemplated herein;

- (vii) a certificate of a senior officer of Marble (in such capacity and without personal liability), in form and substance reasonably satisfactory to the Vendor certifying: (i) as to the articles of Marble; (ii) that the board of directors of Marble has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (iii) as to the incumbency and signatures of the officers of Marble executing this Agreement and the other transaction documents contemplated herein;
 - (viii) the Escrow Agreement duly executed by the Purchaser;
 - (ix) the Consulting Agreement duly executed by Marble in form and substance satisfactory to the Principal;
 - (x) an Employment Agreement with each of the Transferred Employee, duly executed by the Purchaser in form and substance satisfactory to each of the Transferred Employees;
 - (xi) the Restrictive Covenants Agreements, duly executed by the Purchaser in form and substance satisfactory to each of the Purchaser and the Principal;
 - (xii) the Bill of Sale Agreement duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Vendor;
 - (xiii) the Assignment and Assumption Agreement duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Vendor;
 - (xiv) the Intellectual Property Assignment Agreement duly executed by each of the Vendor and the Purchaser, in form and substance satisfactory to the Vendor; and
 - (xv) such other documents as may be reasonably necessary and consistent with the terms of this Agreement in order to complete the transactions contemplated herein.
- (c) The Purchaser shall deliver to the Escrow Agent the Escrow Amount in accordance with Article III.

ARTICLE IX GENERAL

9.1 Notices

All notices, requests, demands or other communications required or permitted to be given by one Party to another under this Agreement (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission or delivered by registered mail, postage prepaid, or by electronic communication (including e-mail but excluding Internet or intranet websites) addressed as follows:

- (a) If to Marble or the Purchaser:

999 Canada Place, Suite 404
Vancouver, British Columbia V6C 3E2

Attention: Karim Nanji, CEO
E-mail: karim.nanji@marblefinancial.ca

With a copy to (which shall not constitute notice):

Meretsky Law Firm
121 King Street West, Suite 2150
Toronto, Ontario M5H 3T9

Attention: Jason D. Meretsky
Facsimile: 416.943.0811
E-mail: jason@meretsky.com

- (b) If to the Vendor:

200 - 10233 153 Street
Surrey BC V3R 0Z7

Attention: Paul Lehal
E-mail: paul@foundationauto.com

With a copy to (which shall not constitute notice):

McCarthy Tétrault LLP
4000, 421 – 7th Ave SW
Calgary, Alberta T2P 4K9

Attention: Gordon Cameron
E-mail: gcameron@mccarthy.ca

- (c) If to the Principal:

7436 118A Street
Delta, British Columbia V4C 6J9
Attention: Paul Lehal
E-mail: pauull@foundationauto.com

With a copy to (which shall not constitute notice):

McCarthy Tétrault LLP
4000, 421 – 7th Ave SW
Calgary, Alberta T2P 4K9

Attention: Gordon Cameron
E-mail: gcameron@mccarthy.ca

or at such other address or facsimile number or e-mail address at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the Party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission. Notices sent to an e-mail address shall be deemed to be received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such Notice is not sent on a Business Day or is sent after 4:00 p.m. (addressee's local time) on a Business Day, such Notice shall be deemed to have been given and received on the first Business Day after its transmission.

9.2 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

9.3 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. If the Parties cannot agree

on an appropriate amendment, any Party may refer the matter for determination pursuant to and in accordance with Section 7.8. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

9.4 Assignment and Enurement

Neither this Agreement nor any benefits or burdens under this Agreement shall be assignable by any Party, without the prior written consent of each of the other Parties, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns hereunder.

9.5 Expenses

Each Party to this Agreement shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

9.6 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

9.7 Jurisdiction

Each of the Parties to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the Province of British Columbia, in the City of Vancouver.

9.8 Public Notices

All public notices to third parties and all other publicity concerning the matters contemplated by this Agreement shall be jointly planned and coordinated by the Parties and no Party shall act unilaterally in this regard without the prior written approval of the other Parties, except where the Party making such notice is required to do so by Law or any Governmental Authority, or any stock exchange, in circumstances where prior consultation with the other Parties is not practicable.

9.9 Non-Merger

Except as otherwise expressly provided in this Agreement, the representations, warranties, covenants and agreements shall not merge on and shall survive Closing and, notwithstanding Closing or any investigation made by or on behalf of any party, shall continue in full force and effect.

9.10 No Presumption

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring either Party by virtue of the authorship of any provision of this Agreement or the payment of any legal services associated therewith.

9.11 Execution by Electronic Transmission

The signature of any of the Parties may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

9.12 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

MARBLE FINANCIAL INC.

Per: “Michele N. Marrandino”
Michele N. Marrandino
Executive Chairman

Per: “Karim Nanji”
Karim Nanji
Chief Executive Officer

ACCUMULATE.AI SOFTWARE LTD.

Per: “Karim Nanji”
Karim Nanji
President

EBUNCH DATA & DEVELOPMENT LTD.

Per: “Inderpal Singh Lehal”
Inderpal Singh Lehal
Chief Technology Officer

“Inderpal Singh Lehal”
Inderpal Singh Lehal

SCHEDULE 3.4
ALLOCATION OF PURCHASE PRICE

Marble Financial Inc.

CONSIDERATION

Cash consideration	\$	125,000
Earn-Out Provision		425,000
	\$	550,000

NET ASSETS OF eBunch

Working Capital		28,482	
Intangible assets		413,420	DCF result
Goodwill		108,098	
Liabilities		-	
	\$	550,000	

Marble Financial Inc.

FS Line Item	Account	eBunch (Prelim)	PPA AJE 1	PPA AJE 2	PPA AJE 3	PPA AJE 4	
Assets							
Deposit	Deposit	28,482					28,482
Total current assets		28,482					28,482
Intangible assets	eBunch Software IP	-			413,420		413,420
Goodwill	Goodwill	-				108,098	108,098
Total assets		28,482					550,000
Liabilities							
Due to inter-company - MARBLE	Due to inter-company - MARBLE		(28,482)	550,000	(413,420)	(108,098)	-
Earn-Out				(425,000)			(425,000)
Investment by parent	Investment by parent - MARBLE			(125,000)			(125,000)
Total current liabilities		-					(550,000)
Deferred income tax liability		-					-
Loans payable							-
Total liabilities		-					(550,000)
Equity							
Share capital	Capital stock			-			-
Accumulated deficit	Retained earnings	(28,482)	28,482				-
Total equity		(28,482)					-
Total liabilities and equity		(28,482)	-	-	-		(550,000)
<i>(check s/b = 0)</i>	<i>(check s/b = 0)</i>	-					-

SCHEDULE 5.3
PURCHASER'S CAPITALIZATION

Marble has outstanding the following securities:

- 100,406,141 Marble Shares outstanding
- Convertible debentures in the aggregate principal amount of approximately \$1,303,000 convertible into 1,303,303 Marble Shares
- Warrants exercisable for 16,260,804 Marble Shares
- 6,825,000 stock options outstanding
- 225,000 restricted share units outstanding