

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (the “**Agreement**”), entered into as of the 20th day of October, 2020 (the “**Effective Date**”).

BETWEEN:

XIGEM TECHNOLOGIES CORPORATION,
a corporation incorporated under the laws of the Province of Ontario

(the “**Licensee**”)

– and –

2781705 ONTARIO INC.,
a corporation incorporated under the laws of the Province of Ontario

(the “**Licensor**”)

(each, a “**Party**”, and together, the “**Parties**”)

WHEREAS the Licensee is engaged in the Business.

WHEREAS the Licensee and the Licensor are parties to letter of intent dated June 9, 2020 (the “**Letter of Intent**”), pursuant to which the Licensor and the Licensee agreed to, among other things, have the Licensor develop and deliver to the Licensee, the Licensed Products.

WHEREAS the Licensor desires to grant certain Intellectual Property rights to the Licensee in order to enable the Licensee to fully develop (independently or through the Licensor), make use of, and otherwise exploit, the Licensed Products, and the Licensee desires to obtain the said Intellectual Property rights from the Licensor, upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants and agreements of the Parties contained herein, the sum of TWO (\$2.00) DOLLARS paid by each Party to the other Party, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties) it is agreed, as follows:

ARTICLE ONE INTERPRETATION

1.1 Definitions. In this Agreement, unless there is something in the context inconsistent therewith, the following terms shall have the following meanings:

- (a) “**Affiliate**” means, with respect to a Party, as at a particular date, (i) any Person directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of the Party, (ii) any Person, 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by such Party, (iii) any Person directly or indirectly controlling, controlled by, or under common control with, the Party, or (iv) any officer or director of the Party.
- (b) “**Bankruptcy Event**” means, with respect to a Person, any of the following: (i) the making of a general assignment for the benefit of creditors by such Person, (ii) the filing of any petition by such Person or the commencement of any proceeding voluntarily by such Person for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors, (iii) the consent by such Person to the entry of an order in an involuntary bankruptcy or insolvency case, (iv) the entry of an

order or decree for relief against such Person by a court of competent jurisdiction in an involuntary case under any bankruptcy or insolvency laws or any law relating to the relief of debtors, which order or decree is unstayed and in effect for a period of sixty (60) consecutive days, (v) the appointment, with or without the consent of such Person, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of an entity or any substantial part of its property, which appointment is unstayed and in effect for a period of sixty (60) consecutive days, or (vi) the admission by such Person, in writing, of its inability to pay its debts generally as they become due.

- (c) “**Business**” means, collectively (i) the business of acquiring, developing and commercializing remote work technologies and technical processes related thereto within a variety of economic sectors, including, but not limited to, the education, sales, transportation, and human resources and services sectors, and (ii) the undertaking and/or pursuit of such other activities and services related, incidental or ancillary to the foregoing.
- (d) “**Business Day**” means a day other than a Saturday, a Sunday, Remembrance Day, or any day that is a statutory holiday in the Province of Ontario.
- (e) “**Confidential Information**” means, collectively, (A) with respect to the Licensed Intellectual Property (and Improvements thereto) and the Licensed Patents, any and all Intellectual Property and other confidential information related thereto, whether in documentary form, stored on computer storage media or other media or available orally, which is owned or controlled by the Licensor or which the Licensor has a right to control, during the term of this Agreement, including, but not limited to, designs, specifications, technical data, drawings, prints, development journals and notes of designers and planners, manufacturing methods, manufacturing information, engineering instructions, marketing, feasibility, safety or other information concerning marketing and sales, studies and reports and other information, whether provided by the Licensor or its employees or third party contractors or consultants, and (B) with respect to the Disclosing Party, all information which the Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party or its Affiliates to the Receiving Party or its Affiliates in writing or in other tangible form and clearly identified as confidential or proprietary at the time of disclosure, and for the avoidance of doubt, includes, but is not limited to (i) information related to the products, technical data, methods, processes, know-how and inventions of the Disclosing Party and its Affiliates, (ii) the development, research, testing, marketing and financial activities and strategic plans of the Disclosing Party and its Affiliates, (iii) the manner in which the Disclosing Party and its Affiliates operate, (iv) the costs and sources of supply of the Disclosing Party and its Affiliates, (v) the identity and special needs of the customers and prospective customers of the Disclosing Party and its Affiliates and (vi) the persons and entities with whom the Disclosing Party and its Affiliates have business relationships and the nature and substance of those relationships.
- (f) “**Field of Use**” means all current and future products, activities and services related to the operation of the Business by the Licensee and its Affiliates, in all current and future forms, and any natural evolutions or extensions thereof.
- (g) “**First Commercial Sale**” means the first commercial sale of any Licensed Product by the Licensee, its Affiliates or any Sublicensee in any country, but excluding transfers or dispositions of the Licensed Products for charitable, promotional, pre-commercialization, regulatory or governmental purposes for which the Licensee receives no payment.
- (h) “**Improvement**” means any improvement, modification, translation, update, upgrade, new version, enhancement or other derivative work.
- (i) “**Intellectual Property**” means any and all tangible and intangible intellectual property and similar proprietary rights in any jurisdiction of the world, including all (i) inventions, patents and patent applications, (ii) trademarks, service marks, trade names, trade dress, service names, brand names,

Internet domain names, logos, designs, symbols, social media accounts and identifiers and other source indicators, together with the goodwill associated therewith, (iii) copyrights, works of authorship, mask work rights, Software, websites, (iv) registrations and applications for registration of any of the foregoing in (i) – (iii), (v) trade secrets, know-how and proprietary or confidential information, and (vi) all other intellectual property rights (of every kind and nature however designated, including data rights, database rights, privacy rights, publicity rights and other intangible rights) whether arising by operation of law, treaty, contract, license, or otherwise.

- (j) **“Licensor Owned Intellectual Property”** means any and all Intellectual Property owned by the Licensor and its Affiliates.
- (k) **“Licensed Intellectual Property”** means, collectively, (i) the Licensor Owned Intellectual Property that, as of the date of this Agreement, is used or held for use by the Licensor and/or its Affiliates, in connection with, or otherwise relating to the Licensed Products, including, without limitation, (A) the Intellectual Property described in Schedule “A” attached hereto, and (B) any Improvements to the foregoing made during the term of this Agreement, (ii) the Licensed Inventions, and (iii) the Licensed Know-how. The term “Licensed Intellectual Property” shall not include the Licensed Patents.
- (l) **“Licensed Invention(s)”** means inventions relating to, claimed in, or may become the subject matter of the Licensed Patents.
- (m) **“Licensed Know-how”** means all technology, materials, research data, designs, formulas, process information, manufacturing information, application information, commercialization information, clinical data, scientific data, medical data, and any other information useful from time to time for the design, development, manufacturing, use, commercialization, and/or other commercial exploitation of the Licensed Products, whether or not eligible for protection under the patent laws of Canada, the United States or elsewhere, and whether or not any such technology, materials, information, data and the like related thereto, would be enforceable as a trade secret or the copying of which would be enjoined or restrained by a court as constituting unfair competition, which is developed by, or in the possession or control of, the Licensor now or at any time during the term of this Agreement other than such information that is independently developed by the Licensee or its Affiliates, as evidenced by contemporaneous written records.
- (n) **“Licensed Patents”** means any and all rights arising out of or resulting from (i) the patents and patent application set forth in Schedule “B” attached hereto, as well as any additional patents or patent applications related to any aspect of the Licensed Intellectual Property, any Improvements to the Licensed Intellectual Property, the Licensed Know-how, and/or the Licensed Products filed prior to or during the term of this Agreement and (ii) any patent granted in respect of all such applications, as well as, without limitation, any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, re-examinations, extensions, supplementary protection certificates, confirmations, registrations, revalidations and the like, of any and all such patents and patent applications and any international equivalents thereof.
- (o) **“Licensed Products”** means, collectively, any all current and future versions of a mobile and/or software application product and any and all other mobile and/or software application products utilizing or incorporating all or any part of the Subject Intellectual Property, it being understood that, for greater certainty, such mobile and/or software application products will be developed by adapting the current and future versions of the mobile application product known as “iAgent” developed by the Licensor for use by the Licensee and its Affiliates in the Field of Use.
- (p) **“Person”** means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

- (q) **“Royalty End Date”** means the earlier of (i) the date on which this Agreement is terminated in accordance with its terms or ceases to remain in effect, and (ii) on a country-by-country basis, for the applicable country, the date on which the the manufacture, use, sale, import or offer for sale of the Licensed Products would not, in the country where such manufacture, use, sale, import or offer for sale of such Licensed Products occurs, infringe a Valid Claim of any Licensed Patent or violate an exclusive marketing right granted by any governmental agency in such country in the absence of the License granted hereunder (or a Sublicense granted in accordance with Section 2.2).
- (r) **“Royalty Period”** means, on a country-by-country basis, the period beginning from the date of First Commercial Sale of the Licensed Product in such country, and ending on the Royalty End Date.
- (s) **“Software”** means any and all computer programs, firmware, middleware, systems, applications, specifications, databases, APIs, web widgets, code and software (in object code and source code), and embedded versions thereof, including all software implementations of algorithms, models and methodologies, any and all development and design tools, applets, compilers and assemblers (whether in object code or source code), and all files, media, documentation and all other embodiments thereof.
- (t) **“Subject Intellectual Property”** means, collectively, the Licensed Intellectual Property and the Licensed Patents.
- (u) **“Valid Claim”** means any pending or issued claim of any patent application or patent that has not been finally rejected or declared invalid or unenforceable by a patent office or court of competent jurisdiction in any unappealed and unappealable decision.

1.2 Certain Words. In this Agreement (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”, and (ii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” shall refer to this Agreement as a whole.

1.3 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Article and Section Headings. The insertion of headings and the division of this Agreement into articles and sections are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Currency. All dollar amounts expressed herein and all amounts to be paid hereunder shall be in Canadian dollars (\$).

ARTICLE TWO GRANT AND SCOPE OF LICENSE, LICENSE FEE, & ROYALTIES

2.1 Grant of License. Subject to the terms and conditions herein, the Licensor, on behalf of itself and its Affiliates, hereby grants to the Licensee and its Affiliates, during the Term, an exclusive (even as against the Licensor and its Affiliates), worldwide, royalty-bearing (as set forth below in Section 2.6), sub-licensable (as set forth below in Section 2.2), non-transferable right and license (the **“License”**) to:

- (a) under all claims of the Licensed Patents and within the Field of Use, import, export, make, have made, use, promote the use, distribute, offer for sale, and sell the Licensed Products; and
- (b) within the Field of Use, make use of, reproduce, modify, prepare and create derivative works of or from, perform, display, offer for sale, sell, import or export, improve, modify, maintain, adapt, customize, and/or support any product, apparatus, hardware, Software, method, and/or technology, or otherwise exploit, the Licensed Intellectual Property.

2.2 Grant of Right to Sublicense. Subject to the terms and conditions herein, the Licensor, on behalf of itself and its Affiliates, hereby grants to the Licensee and its Affiliates, during the Term, the exclusive right to sublicense the License granted herein to one or more third parties (each, a “**Sublicensee**”), in connection with the development, making, importing, exporting, marketing, advertising, promotion, distribution, licensing, offering for sale, and/or sale, of the Licensed Products, and to exercise all other rights under the License. All sublicenses granted by the Licensee shall contain terms and conditions under which the Sublicensee will be bound in the same manner as the Licensee is bound under this Agreement. Notwithstanding the foregoing, no Sublicensee shall not have the right to sublicense or modify the Licensed Intellectual Property or Licensed Patents in any manner whatsoever.

2.3 Retention of Rights and Cooperation. As between the Parties, the Licensor and its Affiliates, as the case may be, retain the sole and exclusive ownership of and all right, title and interest in and to the Licensor Owned Intellectual Property and the Subject Intellectual Property, and do not convey any right, license or proprietary interest therein to the Licensee or its Affiliates or any Sublicensee, other than the Licenses granted herein, or as otherwise expressly specified, herein. All right, title and interest in and to the Licensor Owned Intellectual Property and the Subject Intellectual Property not expressly granted herein are hereby reserved exclusively by the Licensor and its Affiliates. The Licensor shall reasonably cooperate and provide reasonable assistance as may be necessary to verify the ownership rights of the Licensor and its Affiliates in accordance with the foregoing.

2.4 Disclosure of Intellectual Property. The Licensor shall promptly disclose to the Licensee the existence of any and all Subject Intellectual Property that exists or comes into existence during the term of this Agreement.

2.5 License Fee and Stock Options.

- (a) In consideration of the rights granted to the Licensee under this Agreement, the Licensee shall pay to the Licensor, upon and subject to the terms hereof, a license fee of Five Hundred Thousand Dollars (\$500,000) (the “**License Fee**”). The License Fee shall be paid and satisfied in full by the issuance and delivery, to the Licensee within ten (10) Business Days of the Effective Date, of 25,000,000 units of the Licensee (“**License Units**”) at a deemed price of \$0.02 per unit, each License Unit being comprised of one common share (a “**License Share**”) in the capital of the Licensee and one half of one (1/2) common share purchase warrant (each whole warrant, a “**License Warrant**”) of the Licensee, with each License Warrant entitling the holder thereof to purchase one further common share (an “**Underlying License Share**”) of the Licensee at a price of \$0.035 per share for a period of one year. In consideration for and as a condition to the receipt of the License Fee Shares, the Licensor hereby irrevocably agrees to execute and deliver to the Licensee concurrently with the delivery of this Agreement, a lock-up agreement (in the form attached as Schedule “C” hereto), pursuant to which, subject to the terms and conditions specified therein, the Licensor shall not sell, assign, encumber or otherwise dispose of the License Shares, License Warrants and Underlying License Shares, except as expressly permitted thereunder.
- (b) Subject to applicable laws (including, for the avoidance of doubt, applicable securities laws and the rules and policies of any applicable stock exchange on which the securities of the Licensee may from time to time be listed and posted for trading), (a) the Licensee shall use its commercially reasonable best efforts to establish an incentive stock option plan of the Licensee as soon as practicable following the Effective Date, and (b) as additional consideration for the rights granted to the Licensee under this Agreement, use its commercially reasonable best efforts to ensure that the Licensor, being an independent contractor, is entitled to participate in the said stock option plan on terms at least as favourable as the terms on which the majority shareholders of the Licensee and its senior executives and directors participate in such stock option plan. All grants of stock options to the Licensor, if any, shall be subject further to the approval of the board of directors of the Licensee, the availability of applicable prospectus exemptions under applicable Canadian securities laws, and where applicable, compliance with the rules and policies of any applicable stock exchange on which the securities of the Licensee may from time to time be listed and posted for trading.

2.6 Royalties.

- (c) Beginning with the First Commercial Sale in any country of any Licensed Product by the Licensee or any of its Affiliates or any Sublicensee, the Licensee shall pay to the Licensor, during the Royalty Period, a royalty

on a country-by-country basis, in the amount of ten percent (10%) of the gross selling price for the Licensed Products sold by the Licensee or its Affiliates and Sublicensees, so long as the manufacture, use, sale, import or offer for sale of such Licensed Products would, in the country where such manufacture, use, sale, import or offer for sale of such Licensed Products occurs, infringe a Valid Claim of any Licensed Patent or violate an exclusive marketing right granted by any governmental agency in such country in the absence of the License granted hereunder (or a Sublicense granted in accordance with Section 2.2). On a country-by-country basis, at the Royalty End Date, the License with respect to such country and the Licensed Product, will be automatically converted to a fully paid-up, royalty-free license that grants the Licensee, during the term of this Agreement, the same bundle of rights as the License grants to the Licensee hereunder.

- (d) Within sixty (60) days after the end of the calendar year in which the First Commercial Sale occurs (such calendar year, or a portion thereof, the “**First Royalty Year**”), and where applicable, each calendar year thereafter during the Royalty Period (each such calendar year, or a portion thereof, a “**Subsequent Royalty Year**”, and together with the First Royalty Year, a “**Royalty Year**”), the Licensee shall deliver to the Licensor a report (the “**Licensee Report**”), on a country-by-country-basis containing the following information: (i) the number of Licensed Products sold by the Licensee, its Affiliates, and all Sublicensees (if any), to independent third parties in each country, (ii) the gross sales price for the Licensed Products sold by the Licensee, its Affiliates, and all Sublicensees (if any) during the applicable Royalty Year in the Royalty Period in each country, (iii) a calculation of the gross selling price for the applicable Royalty Year in the Royalty Period in each country, including a listing of applicable deductions, and (iv) the total royalty payable hereunder in Canadian dollars, together with the exchange rates used for conversion (where applicable).
- (e) Concurrent with the delivery of the Licensee Report, the Licensee shall remit to the Licensor any royalty payment due hereunder for the applicable Royalty Year. If no royalties are due to the Licensor for any Royalty Year, the Licensee Report shall so state.
- (f) All royalties payable by the Licensee to the Licensor pursuant to this Agreement shall be paid free and clear of any and all taxes, except for any withholding taxes required by applicable laws.

2.7 No Further Consideration for License (other than Royalties). Notwithstanding anything to the contrary herein, and except to the extent that the Licensee is obligated to pay any royalties hereunder until the Royalty End Date in an applicable country and except for any stock options granted to the Licensor as contemplated in Section 2.5(b), the License granted to the Licensee herein shall be considered fully-paid and there shall be no other fee, compensation or payment due for the License.

ARTICLE THREE PROTECTION AND ENFORCEMENT, AND UNAUTHORIZED USE

3.1 Notice of Unauthorized Use. The Licensor and the Licensee shall (and shall cause their respective Affiliates to) notify the other Party forthwith in writing in the event that the Licensor becomes aware of any infringement, misappropriation, or other violation, in each case whether existing or threatened, by any third Person of any Subject Intellectual Property (each, an “**Unauthorized Use**”).

3.2 Protection and Enforcement of Intellectual Property and Notice of Infringement. The Licensor shall have sole and exclusive discretion and control with respect to prosecuting, obtaining, maintaining, enforcing, renewing and protecting, as the case may be, the Subject Intellectual Property, including any applications and registrations for any Subject Intellectual Property, and to challenge and attempt to eliminate each and any Unauthorized Use, and shall do so at its own costs and expenses. Solely in the case of any Unauthorized Use, in the event that the Licensor has not taken reasonable steps to challenge and attempt to eliminate an Unauthorized Use within thirty (30) days after written notice from the Licensee of its intent to itself challenge and attempt to eliminate such Unauthorized Use, the Licensee shall have the right, but not the obligation, to challenge and attempt to eliminate the Unauthorized Use. In the event that the Licensee decides to bring any such enforcement action, the Licensor shall reasonably cooperate (and shall require its Affiliates to reasonably cooperate), at the Licensee’s cost and expense, with the Licensee in investigating, prosecuting and settling any enforcement action instituted by the Licensee against any Person engaging in an Unauthorized Use. The Licensee may bring any such action in the name of the Licensor alone or in the name of both the Licensor and the Licensee, and the Licensor (including

any of Licensee's Affiliates) with legal counsel of the Licensee's choosing, but at the Licensee's expense. The Licensor, at its own expense, shall have the right to participate with legal counsel of its own choice in the investigation, prosecution and/or settlement of any such enforcement action instituted by the Licensee. All proceeds recovered in such enforcement action shall first be remitted to each of the Parties to reimburse them, on a pro rata basis, for their respective reasonable out-of-pocket costs and expenses incurred in connection with any such action, and any remaining proceeds shall be disbursed as agreed upon by the Parties, each acting reasonably and in good faith.

ARTICLE FOUR MAINTENANCE AND SUPPORT

4.1 *Maintenance and Support.* During the Term of this Agreement, the Licensee may request and obtain certain commercially reasonable support and maintenance services and other support from the Licensor (the foregoing, the "**Additional Services**") in connection with the evaluation, understanding, implementation, exercise, use and commercial exploitation by the Licensee and/or its Affiliates of the Licensed Intellectual Property, as may from time to time be mutually agreed upon by the Parties. Such Additional Services shall include the creation of a dedicated permanent technical support team to support, among others, end-users following the commercialization of the Licensed Products by the Licensee and its Affiliates. The Licensor shall be entitled to charge a reasonable fee to provide such Additional Services, on fair and reasonable terms to be mutually agreed upon by the Parties (each acting in good faith and reasonably), it being understood that (i) such fees shall not be priced higher than market conditions warrant, at the relevant time, and (ii) such maintenance and support services shall be provided pursuant to the service levels consistent with the then prevailing industry standards.

ARTICLE FIVE IMPROVEMENTS AND LICENSEE DERIVATIVE WORKS

5.1 *Improvements.* If the Licensor and its Affiliates create or develop any Improvements to the Licensed Intellectual Property during the Term of this Agreement, such Improvements shall be deemed a part of the Licensed Intellectual Property for the purposes of this Agreement and licensed to the Licensee pursuant to the License.

5.2 *Licensee Derivative Works.* Except if and to the extent agreed otherwise by the Parties in a written agreement, (i) in the event that the Licensee or its Affiliates creates any derivative works of or from any Licensed Intellectual Property subject to the License granted hereunder, the Licensee shall own all rights, title, and interest in and to such derivative works, but subject to, and not including, any right, title or interest in or to such Licensed Intellectual Property, and (ii) the Licensee's right to use the Licensed Intellectual Property as necessary for using such derivative works shall be the rights under, and no additional rights shall be granted under this Section 5.2 that are greater or different than, the License granted to the Licensee hereunder. Nothing in this Section 5.2 shall affect the Licensor's entitlement to the royalties as provided in Section 2.6.

ARTICLE SIX CONFIDENTIALITY

6.1 *Confidential Disclosure.* Each Party (the "**Receiving Party**") shall hold in confidence all Confidential Information disclosed to it by the other Party and its Affiliates (together, the "**Disclosing Party**") and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose, whatsoever, other than for the purposes set forth in this Agreement, without the prior written consent of the Disclosing Party. In addition, the Receiving Party shall confine the disclosure of Confidential Information to those individuals who have a need to know such Confidential Information for the purpose of business transactions contemplated by this Agreement, and to its legal and financial advisors. The Receiving Party will use its commercially reasonable best efforts to ensure that individuals receiving such Confidential Information do not disclose such Confidential Information to any other third party.

6.2 *Exceptions.* The confidentiality obligations set forth herein shall not apply to any Confidential Information

(i) which was previously known by the Receiving Party and/or its Affiliates prior to its receipt of such Confidential Information and was not previously obtained directly or indirectly from the Disclosing Party, (ii) which is or becomes in the public domain or available to the general public other than through an intentional breach of this Agreement or any other agreement between the Parties, or (iii) which was obtained from a third party who, to the knowledge of the Receiving Party and/or its Affiliates, was, at the time of such disclosure, in possession of such Confidential Information without any breach of any confidentiality obligations owing to the Disclosing Party.

6.3 Disclosure Required by Law. In the event that the Receiving Party or its Affiliates are required or compelled to disclose Confidential Information pursuant to a subpoena, court order or other similar process (“**Court Order**”), the Receiving Party shall provide the Disclosing Party with notice of such request(s), to the extent that such notice is legally permissible, so that the Disclosing Party may seek an appropriate protective order. In the event that the Disclosing Party is not successful in obtaining a protective order and the Receiving Party is compelled to disclose the said Confidential Information, the Receiving Party may disclose such information solely in accordance with, and for the limited purpose of compliance with (and solely to the extent necessary to comply with), the Court Order without liability hereunder.

6.4 Right to Seek Equitable Remedies. The Parties acknowledge that monetary damages may be both incalculable and an insufficient remedy for any breach of the confidentiality provisions of this Agreement, and that any such breach would cause the other party irreparable harm. Accordingly, the Parties agree that in the event of any such breach or threatened breach hereof by a Receiving Party or by its Affiliates, the Disclosing Party shall be entitled, in addition to any other available remedies at law, to seek equitable relief, including injunctive relief and specific performance.

ARTICLE SEVEN REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Authority. Each of the Parties represents and warrants to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

7.2 Force and Effect. The Licensor represents and warrants to the Licensee that, as of the date of this Agreement (a) the Subject Intellectual Property is valid and existing in full force and effect and (b) no Subject Intellectual Property is subject to any proceeding or outstanding decree, order, judgment, settlement or other similar agreement or stipulation that restricts in any manner the use, transfer or licensing thereof by the Licensor, or would affect the validity, use or enforceability of the Subject Intellectual Property.

7.3 No Violation. The Licensor represents and warrants to the Licensee that, as of the date of this Agreement (a) the consummation of the transactions contemplated by this Agreement will not result in the loss of, or otherwise adversely affect, any ownership rights of the Licensor in the Subject Intellectual Property, or result in the breach or termination of any license, contract or agreement to which the Licensor is a party with respect to the Subject Intellectual Property and (b) the consummation of the transactions contemplated by this Agreement will not cause or obligate the Licensor to (i) grant to any Person any rights or licenses with respect to the Subject Intellectual Property, or (ii) pay any royalties or other amounts with respect to the Subject Intellectual Property in excess of those being paid prior to the execution of this Agreement.

7.4 Infringement. The Licensor represents and warrants to the Licensee that, as of the date of this Agreement (a) no claim or allegation has been made by any Person that the Subject Intellectual Property or any part thereof violates, infringes upon, or otherwise adversely affects, any Intellectual Property rights of any Person, or of any applicable law or regulation, (b) there is no pending Claim by the Licensor or any other Person, against any Person for infringing or misappropriating the Subject Intellectual Property.

7.5 Ownership. The Licensor represents and warrants to the Licensee that, (A) as of the date of this Agreement (a) the Licensor has the sole and exclusive right to develop, perform, use, create derivative works of or from, operate, reproduce, market, sell, license, display, distribute, publish and transmit, as applicable, the Subject Intellectual Property, (b) the Licensor has all right, title and interest to the Subject Intellectual Property and that no other Person has any interest in, or right or claim to, the Subject Intellectual Property or any part thereof, and (B) upon the execution of this Agreement, the License granted to the Licensee shall be valid, fully effective, and enforceable in accordance with its terms, such that the Licensee shall thereafter have good, sufficient, and valid rights to perform, reproduce, create derivative works of or from, develop, use, operate, market, sell, license, display, publish, transmit and distribute, as applicable, the Subject Intellectual Property in connection with the Licensed Products, free of all liens, options, pledges, security interests, imperfections of title, encumbrances, or claims of infringement of the rights of any Person, with full discretion to direct and derive the economic benefit of the Subject Intellectual Property's commercial exploitation as so contemplated.

7.6 Registration. The Licensor represents and warrants to the Licensee that, as of the date of this Agreement, all necessary registration, maintenance and renewal fees in connection with the Subject Intellectual Property have been paid and all necessary documents and certificates in connection with the Subject Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States, Canada, or foreign jurisdictions, as the case may be, for the purposes of maintaining the Subject Intellectual Property.

ARTICLE EIGHT TERM AND TERMINATION

8.1 Term. The term of this Agreement (the "**Term**") begins as of the Effective Date, and unless earlier terminated in accordance with the provisions of this Article 8, shall continue for a term of twenty five (25) years, at the end of which twenty five (25) year period, this Agreement shall automatically renew for successive one (1) year periods each unless either Party gives written notice to the other Party of termination at least sixty (60) days prior to the end of the then current Term.

8.2 Termination by Licensor. This Agreement may be terminated by the Licensor, at its sole discretion, prior to the end of the Term as follows:

- (a) Upon a Bankruptcy Event of the Licensee, the Licensee shall notify the Licensor thereof within five (5) Business Days thereof, and the Licensor may elect to terminate the Agreement by giving written notice to the Licensee within thirty (30) days of the said notice.
- (b) Upon the failure of the Licensee to pay to the Licensor any monies due hereunder, when due hereunder, the Licensor may give not less than thirty (30) Business Days' written notice to the Licensee of such non-payment. In the event that the Licensee fails to pay such monies to Licensor within such thirty (30) Business Day period, this Agreement may be terminated by the Licensor at any time thereafter, but only to the extent that the applicable failure is continuing, on not less than five (5) Business Days' written notice to the Licensee.
- (c) Upon any material breach of this Agreement by the Licensee, the Licensor may give written notice to the Licensee of such breach. If Licensee fails to cure such breach within a period of thirty (30) Business Days from the date on which the Licensee receives such written notice, then (i) to the extent that the applicable breach is continuing and is of a nature that is capable of being cured within the said thirty (30) day period, this Agreement may be terminated by the Licensor at any time thereafter on not less than three (3) Business Days' written notice to the Licensee, and (ii) to the extent that the applicable breach is continuing and is not of a nature that is capable of being cured within the said thirty (30) day period and the Licensee is diligently pursuing the cure of such breach, this Agreement may be terminated by the Licensor if the Licensee ceases to diligently pursue the cure of such breach, on not less than three (3) Business Days' written notice to the Licensee.
- (d) In the event that the Licensee and its Affiliates fail to generate revenues of at least USD \$5,000,000

through the sales of Licensed Products by the fifth (5th) anniversary of the Effective Date, this Agreement may be terminated by the Licensor at any time thereafter upon written notice to the Licensee.

8.3 Termination by Licensee. This Agreement may be terminated by the Licensee prior to the end of the Term as follows:

- (a) Upon a Bankruptcy Event of the Licensor, the Licensor shall notify the Licensee thereof within five (5) Business Days thereof, and the Licensee may elect to terminate the Agreement by giving written notice to the Licensor within thirty (30) days of the said notice.
- (b) Upon any material breach of this Agreement by the Licensor, the Licensee may give not less than sixty (60) Business Days' written notice to the Licensor of such breach. If Licensor fails to cure such breach within such sixty (60) Business Day period, this Agreement may be terminated by the Licensee at any time thereafter, but only to the extent that the applicable breach is continuing, on not less than five (5) Business Days' written notice to the Licensee.

8.4 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the Parties.

8.5 Effect of Termination. In the event of any termination of this Agreement is terminated in accordance with the terms and conditions hereof, such termination shall not impair any rights nor discharge any obligations which have accrued to the Parties as of the effective date of such termination. Further, all obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement (including, for the avoidance of doubt, Article 3, Article 6, Article 8, Article 9, Article 10, Article 11) shall continue in full force and effect, subsequent to and notwithstanding any termination this Agreement and until they are satisfied in full or by their nature expire. Upon the termination of this Agreement:

- (a) the License shall automatically terminate; provided however that, solely in the case of a termination of this Agreement pursuant to Section 8.2(d), the License shall automatically terminate on the date that is ninety (90) days from the date of such default (unless otherwise agreed upon by the Parties);
- (b) the Licensee agrees to forthwith cease, and cause its Affiliates to cease, using the Subject Intellectual Property; and
- (c) any Sublicense granted in accordance with this Agreement under the License which is granted prior to termination of this Agreement shall remain in full force and effect, provided that (i) the Sublicensee is not then in breach of its sublicense agreement, (ii) within a period of ninety (90) days following the termination of this Agreement, the Sublicensee shall have agreed, with the Licensor, to be bound to the Licensor as the licensor under the terms and conditions of this Agreement, as modified by the provisions of this Section 8.5, and (iii) the Licensor shall have secured the right to receive any payments payable to the Licensee under such Sublicense agreement to the extent that they are reasonably and equitably attributable to such Sublicensee's right under such Sublicense to use and exploit the rights granted in the License.

ARTICLE NINE GOVERNING LAW AND DISPUTE RESOLUTION PROCEDURE

9.1 Governing Law and Arbitral Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns and submits to the arbitral jurisdiction set out in Section 9.2 and, with respect to any matters not determined by arbitration or following exhaustion of arbitration, to the non-exclusive jurisdiction of the courts of the Province of Ontario respecting all matters relating to this Agreement and the rights and obligations of the Parties

hereunder.

9.2 Dispute Resolution Procedure. In the event that any dispute arises between the Parties with respect to any matter covered by this Agreement, the Parties shall make every effort to resolve such disputes through negotiation and in so doing, shall at all times act in good faith and reasonably. In the event the Parties are unable to resolve any such dispute through negotiation within thirty (30) calendar days of the date on which one Party provides written notice to the other Party of the subject matter of the dispute, the dispute shall be submitted to binding arbitration before a single arbitrator mutually acceptable to the Parties, or if the Parties are unable to reach such agreement, by such panel of three (3) arbitrators, in each case in accordance with the rules of the ADR Institute of Ontario, as amended from time to time, pursuant to the *Arbitration Act* (Ontario) in effect on the date of this Agreement, and any such arbitration shall be conducted in the English language in the City of Toronto, in the Province of Ontario. In the case of a panel of three arbitrators, such panel shall be composed of one (1) arbitrator selected by each Party with the third arbitrator being selected by the other two (2) arbitrators. The arbitration proceedings shall be undertaken in as expeditious a manner as possible. Judgment upon any award rendered by the arbitrator or the panel, as the case may be, shall be entered into any court having competent jurisdiction without any right of appeal. Each Party shall pay its own expenses of arbitration, and the expenses of the arbitration process and the arbitration proceeding shall be shared equally. However, if in the opinion of the arbitrator or the majority of the panel, as the case may be, any claim or defense was unreasonable, then the arbitrator(s) may assess, as part of the award, all or any part of the arbitration expenses of the other Party (including reasonable attorneys' fees and costs) and of the arbitrators and the arbitration proceeding.

ARTICLE TEN INDEMNITY

10.1 Indemnification. The Licensor shall defend, indemnify, and hold harmless the Licensee and its Affiliates, and their respective directors, officers, employees, and representatives, from and against any and all claims, actions, demands, and legal proceedings, and any and all liabilities for damages, losses, judgments, authorized settlements, costs and expenses including, without limitation, reasonable attorneys' fees (collectively "**Claims**"), arising out of or in connection with (i) any allegation by any third party claiming any interest in, or any right to recover under, or assert any right in or to the Subject Intellectual Property and/or the License (including, but not limited to, any claim by a third party for infringement or misappropriation of such third party's Intellectual Property rights as a result of the licensing or use or exploitation of the Subject Intellectual Property), and (ii) any breach by the Licensor of its representations, warranties, and covenants set forth in this Agreement or other failure by the Licensor to comply with any of the other terms or conditions of this Agreement that result in material harm to the Licensee and/or its Affiliates.

10.2 Indemnification Procedure for Third Party Claims. The following procedures will apply with respect to indemnification for Claims asserted, commenced, or brought forward by third parties ("**Third Party Claims**") and arising in connection with this Agreement:

- (a) Upon the Licensee discovering or becoming aware of the existence, or the assertion or the commencement, of any Third Party Claim (for the avoidance of doubt, whether by legal process or otherwise) with respect to any matter within the scope of this Article 10, the Licensee shall give written notice thereof to the Licensor and shall thereafter keep the Licensor reasonably informed with respect thereto, provided, however, that the failure of the Licensee to give the Licensor such prompt written notice will not relieve the Licensor of its obligations hereunder except to the extent such failure results in material prejudice to the Licensor's defense of such Third Party Claim. Within thirty (30) days following receipt of written notice from the Licensee relating to any Third Party Claim, but no later than ten (10) days before the date on which any response to a complaint, statement or summons associated with the applicable Third Party Claim is due, the Licensor will notify the Licensee in writing that the Licensor will assume control of the defense and settlement of such Third Party Claim (the "**Claim Assumption Notice**").
- (b) If The Licensor delivers the Claim Assumption Notice relating to any Third Party Claim within the required notice period, the Licensor will be entitled to have sole control over the defense and settlement of such Third Party Claim, provided, however, that,

- a. the Licensor shall thereafter keep the Licensee reasonably informed with respect thereto;
 - b. the Licensee will be entitled to participate in the defense of such Third Party Claim and to employ legal counsel, at its own cost and expense, to assist in the handling of such Third Party Claim, and provided, however, that if the Licensee's defenses to any such Third Party Claim are materially different from or materially adverse to the Licensor's defenses, than the costs and expenses of such separate legal counsel shall be paid by the Licensor; and
 - c. the Licensor may not enter into any settlement, consent judgment, or other voluntary final disposition of such Third Party Claim which invalidates or restricts or prejudices the rights and interests of the Licensee hereunder to any Subject Intellectual Property without the prior written consent of the Licensee, which consent shall not be unreasonably withheld or delayed.
- (c) Notwithstanding the foregoing, if the Licensee becomes subject to a Third Party Claim, then in addition to the Licensor's indemnification obligations (which shall continue to remain in full force and effect, unaffected, and unmodified), the Licensor shall consult in good faith with the Licensee, and at its sole option and expense, use its commercially reasonable best efforts to (i) with the prior written consent of the Licensee, promptly procure for the Licensee the right to continue licensing and making use of the Subject Intellectual Property in exactly the same manner and on the same terms as set forth in this Agreement, (ii) with the prior written consent of the Licensee, modify the Licensed Intellectual Property so that they are no longer infringing the rights, interests, or privileges of any third party (whether in respect to such third party's Intellectual Property or otherwise), or (iii) with the prior written consent of the Licensee, replace the Licensed Intellectual Property with non-infringing Licensed Intellectual Property, so as to enable the Licensee the right to continue licensing and making use of the Subject Intellectual Property as contemplated herein, in exactly the same manner and on the same terms as set forth in this Agreement.

**ARTICLE ELEVEN
GENERAL CONTRACT PROVISIONS**

11.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing, properly addressed to the other Party, and delivered in person, by pre-paid first class mail, courier, email or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Any notice or other communication given under this Agreement will be deemed to have been given and received on the first Business Day following its delivery, and may be delivered to a Party at the following address (or to such other address as one Party provides to the other Parties in a notice given according to this Section 11.1):

(a) To the Licensee at:

[REDACTED]
[REDACTED]
[REDACTED]

(b) To the Licensor at:

[REDACTED]
[REDACTED]
[REDACTED]

11.2 Severability. If any term or provision of this Agreement is held or found to be invalid, illegal or unenforceable in any jurisdiction, (i) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction, and (ii) the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.3 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to

the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

11.4 *Successors and Assigns.* This Agreement shall not be assignable (i) by the Licensor, without the Licensee's prior written consent (which consent shall not be unreasonably withheld or delayed), except that the Licensor shall be entitled to assign this Agreement to any related person (as this term is defined for the purposes of the *Income Tax Act* (Canada), and (ii) by the Licensee, to any Person other than its Affiliates, without the Licensor's prior written consent (which consent shall not be unreasonably withheld or delayed). Subject to the foregoing, this Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

11.5 *No Contra Proferentem.* This Agreement has been reviewed by each Party's professional advisors and legal counsel, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Agreement is the product of their joint efforts, that it expresses their intentions, and that, if there is any ambiguity in any of its provisions, no rule of interpretation favouring one Party over another based on authorship will apply.

11.6 *No Third-Party Beneficiaries.* Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any Person other than the Parties and their successors or permitted assigns, any rights, benefits or remedies under, or by reason of, this Agreement.

11.7 *Amendment and Modification and Waiver.* This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.8 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.9 *Further Assurances.* Each Party shall promptly execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by the other Party that may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

11.10 *Publicity.* Neither Party shall use the name of the other Party, nor the officers or employees of the other Party, nor any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the other Party or individual whose name is to be used (such approval not to be unreasonably withheld). Notwithstanding the foregoing and anything to the contrary in this Agreement, the Licensee shall be permitted to make any public announcement of the transactions contemplated under this Agreement, to the extent required to by applicable law or regulation.

11.11 *Independent Contractors.* The Parties agree and acknowledge that the Licensor and the Licensee shall at all times be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither the Licensor nor the Licensee shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party to do so.

[Remainder of page intentionally left blank. Signature page follows.]

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

XIGEM TECHNOLOGIES CORPORATION

Per: *signed "Brian Kalish"*

Name: Brian Kalish

Title: Authorized Signing Officer

I have authority to bind the Licensee.

2781705 ONTARIO INC.

Per: *signed "Leonid Dudarev"*

Name: Leonid Dudarev

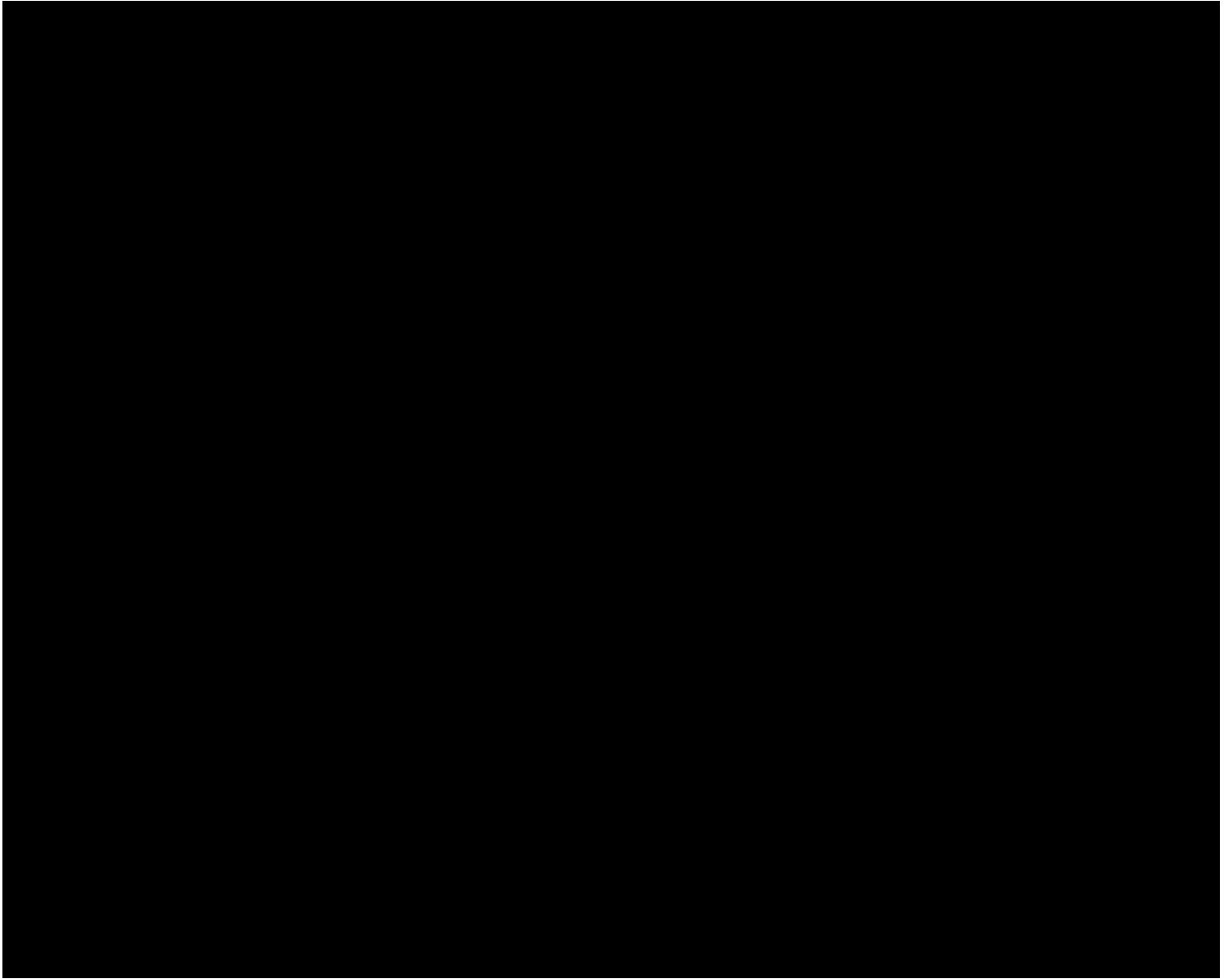
Title: Authorized Signing Officer

I have authority to bind the Licensor.

SCHEDULE "A"
SPECIFIED INTELLECTUAL PROPERTY



*Redacted for confidentiality
and commercially sensitive
information*



SCHEDULE "B"
LICENSED PATENTS AND APPLICATIONS

██████████.

*Redacted for confidentiality
and commercially sensitive
information*

SCHEDULE "C"
LOCK-UP AGREEMENT

See attached.

LOCK-UP AGREEMENT

_____, 2020

TO: XIGEM TECHNOLOGIES CORPORATION (“Xigem”)

AND TO: 10557536 CANADA CORP. (“1055 Canada”)

Re: Xigem – Lock-up Agreement

1. The undersigned (the “**Holder**”) understands that Xigem has entered into a letter of intent dated September 17, 2020 (the “**Letter of Intent**”) with 1055 Canada in connection with Xigem’s proposed business combination with 1055 Canada (the “**Business Combination**”).

2. All capitalized terms not otherwise defined herein have the meaning given to them in the Letter of Intent.

3. In consideration of the benefit that the Business Combination will confer upon the Holder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Holder agrees that during the period commencing on the date of the completion of the Business Combination (the “**Effective Date**”) and ending on the date which is 9 months thereafter (the “**Lock-Up Period**”), the Holder will not, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, transfer, assign, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to publicly announce any intention to do any of the foregoing), whether through the facilities of a stock exchange, by private placement or otherwise, any common shares of 1055 Canada, or other securities of Xigem or 1055 Canada convertible into, exchangeable for or exercisable to acquire common shares of 1055 Canada, directly or indirectly (collectively, the “**Subject Securities**”), unless there occurs a take-over bid or similar transaction involving a change of control of 1055 Canada. For greater certainty, the Holder may pledge the Subject Securities as collateral for a secured loan.

4. Section 3 above shall not apply to (a) transfers to affiliated entities of the Holder, any family members of the Holder, or any company, trust or other entity owned by or maintained for the benefit of the Holder, (b) transfers occurring by operation of law, provided, in each case, that any such transferee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period, (c) transfers made pursuant to a *bona fide* take-over bid or similar transaction made to all holders of common shares of 1055 Canada, as applicable, including without limitation, a merger, arrangement or amalgamation, involving a change of control of 1055 Canada, as applicable, and provided that in the event the take-over or acquisition transaction is not completed, the Subject Securities shall remain subject to the restrictions contained in this lock-up agreement.

5. Notwithstanding the restrictions on transfers of Subject Securities pursuant to this lock-up agreement, the Holder may undertake a transfer (sale or any other transactions related to the Subject Securities) of Subject Securities based on the following release schedule:

Release Date	Percentage of Subject Securities to be Released
Effective Date	15%
1 month following the Effective Date	10%
2 months following the Effective Date	10%
3 months following the Effective Date	10%

4 months following the Effective Date	10%
5 months following the Effective Date	10%
6 months following the Effective Date	10%
7 months following the Effective Date	10%
8 months following the Effective Date	10%
9 months following the Effective Date	5%

6. The Holder represents and warrants that it has good and marketable title to the Subject Securities and understands that 1055 Canada is relying upon this lock-up agreement in proceeding towards consummation of the Business Combination. The Holder further understands that this lock-up agreement is irrevocable and shall be binding upon the Holder's legal representatives, successors, and permitted assigns, and shall enure to the benefit of 1055 Canada and its legal representatives, successors and assigns.

7. The Holder agrees and consents to the entry of stop transfer restrictions with 1055 Canada's transfer agent and registrar, or the equivalent, against the transfer of the Subject Securities in compliance with this lock-up agreement.

8. This lock-up agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

[signature page follows]

**If Holder is a corporation, trust,
partnership or other entity:**

Name of Holder

Signature of Person Signing

Title of Person Signing

If Holder is an individual:

Signature

Name of Individual