

## MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** made this 7<sup>th</sup> day of March, 2023.

**BETWEEN:**

**XIGEM TECHNOLOGIES CORPORATION**, a corporation existing pursuant to the laws of Canada having a place of business at 67 - 70 Great Gulf Drive Vaughan, Ontario Canada L4K 0K7 (hereinafter called the “**Corporation**”)

**OF THE FIRST PART**

- and -

**EAF GROUP OF COMPANIES LTD.**, a corporation existing under the laws of laws of Ontario, having a place of business at 207 Edgeley Boulevard, Concord, Ontario Canada L4K 4B5; (hereinafter called the “**Echo**”)

**OF THE SECOND PART**

**WHEREAS:**

- A. the Corporation is a reporting issuer with its common shares trading on the Canadian Securities Exchange under the symbol XIGM. The Corporation commercializes technologies which it owns or has exclusive license over, while seeking to acquiring other complementary assets in the software as a service and associated marketplaces;
- B. Echo operates a vertically integrated pre-owned and new automobile: sales, service and financing business known, which includes: EAF Digital, Echo Auto Finance, Echo Auto Group, Northern Light Debt Relief and Auto Protect.
- C. Concurrently with the execution of this Agreement, the Corporation has acquired all of the assets necessary from the Vendor to carry on the Business (as defined in the asset purchase agreement (“**APA**”) dated February 24, 2023 between the Corporation and Echo);
- D. Echo has retained the necessary employees who have expertise in the Business and access to the necessary skills in conjunction with the Business and is able to supply Management Services (as hereinafter defined) to the Corporation as requested by and for the benefit of the Corporation from time-to-time;
- E. Echo has agreed to provide the Management Services to the Corporation in order for the Corporation and its affiliates to conduct the Business after the closing of the transaction contemplated under the APA and other business endeavours of the Corporation; and
- F. Echo has agreed to exclusively use the Business as conducted by the Corporation for online automobile shopping and delivery transactions for the EAF Group of Companies in consideration for the

Royalty Fees set out in Schedule A and as a condition precedent for the Corporation entering into the APA and this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Corporation and the Echo hereby agree as follows:

**1. Provision of Services**

1.1 The Corporation hereby appoints the Echo, and Echo hereby accepts such appointment, to provide the Management Services exclusively to the Corporation in connection with the Business and to render such other services as are required in connection therewith. Echo shall report to the Chief Executive Officer of the Corporation. The Business shall operate as a separate division of the Corporation.

1.2 Echo hereby covenants and agrees to provide to the Corporation and its affiliates, to the extent the Corporation so requests, the following services (the “**Management Services**”) in relation to the Business:

- i. Echo shall operate the Business in accordance with the policies and procedures mutually agreed to by the Parties from time to time, but at minimum in the same manner in which the Business was operated by Echo prior to its sale to the Corporation under the APA;
- ii. Echo shall exclusively use the Business for online automobile shopping and delivery transactions for the EAF Group of Companies and pay the Corporation the Royalty Fees set out in Schedule A as a condition precedent for the Corporation entering into the APA and procuring the Management Services from Echo under this Agreement;
- iii. Echo shall at times retain the necessary employees who have expertise in the Business and access to the necessary skills in conjunction with the Business and is able to supply Management Services to the Corporation for the operation of the Business under this Agreement and as requested by the Corporation from time-to-time;
- iv. Echo shall exclusively transact all transactions related to the Business in a new bank account established by the Corporation;
- v. Echo shall support and work with the Corporation to create and maintain separate financial records relating to the Business after the closing of the APA, including but not limited to the general ledger of the Business;
- vi. Echo shall record all transactions of the Business that are part of the Management Services in the separate financial records created by the Corporation relating to the Business;
- vii. Any intellectual property created by or on behalf of Echo to perform the services under this Agreement shall be governed by Section 8 of this Agreement and Echo shall place such intellectual property on dedicated servers provided by the Corporation;
- viii. Echo shall lead and assist management of the Corporation with respect to its strategic planning process and business plans with respect to the Business;
- ix. Echo shall lead and assist management of Corporation with respect to all commercialization and operational matters with respect to the further commercialization and operations of the Business;
- x. Echo shall provide advice and recommendations with respect to the Business and other business endeavors of the Corporation and its affiliates;
- xi. Echo shall lead and assist management of the Corporation in developing and maintaining relationships with current and future suppliers and customers of the Business; and

xii. Echo shall perform such other tasks, duties and responsibilities as may be requested by the Chief Executive Officer of the Corporation, from time to time.

1.4 Echo shall at all times, train, maintain and deploy sufficient numbers of qualified personnel to ensure sufficient and professional services as the manager of the Business and shall ensure that the persons listed in Schedule "A" or their replacements are available to perform their necessary services.

## **2. Term and Termination of Agreement**

2.1 The term of this Agreement shall commence as of the date hereof and shall continue for a period of ten (10) years, unless otherwise terminated in accordance with this Agreement (the "**Term**").

2.2 This Agreement shall be terminated and cease to be of any further force or effect at the following times and in the following circumstances:

- (a) by the Corporation by providing three (3) month's advance written notice to Echo;
- (b) by the Corporation by providing notice to the Echo, upon the conviction of the principals, officers, directors, employees, agents, successors and assigns of Echo for an indictable offence or for any crime involving moral turpitude, fraud or misrepresentation, or any act involving money or other property of the Corporation and/or its affiliates or customer or supplier of the Corporation and/or its affiliates that would constitute a crime in the jurisdiction involved;
- (c) by the Corporation by providing notice to Echo, for any fraud, gross negligence or the bankruptcy or insolvency of Echo having the effect of materially injuring the reputation, business or business relationships of the Corporation or any of its affiliates; or
- (d) following the Expiry Date, by Echo upon 30 days' prior written notice given to the Corporation.

2.3 In the event of any termination of this Agreement, Echo shall not be entitled to receive from the Corporation any compensation whatsoever following the date of such termination other than amounts due and accruing to Echo, for the period preceding the date of termination, pursuant to Sections 3.1 or 3.2 hereof.

2.4 Any termination of this Agreement by the Corporation shall be without prejudice to the rights of the Corporation against Echo and shall not relieve Echo of any of its obligations incurred prior to the termination of this Agreement or that may arise as a result of a prior breach of its obligations hereunder.

## **3. Royalty and Management Fees**

3.1 As consideration for the Management Services to be provided by Echo under this Agreement and for Echo exclusively using the Corporation and the Business to transact all of the online automobile shopping and delivery services for Echo, Echo and all of its subsidiaries and affiliates during the term of this Agreement, (i) Echo shall pay a royalty fee (the "**Royalty Fee**") to the Corporation as set in Schedule A of this Management Agreement; and (ii) the Corporation shall, a Management fee (the "**Management Fee**") pay to Echo as set in Schedule A of this Management Agreement.

## **4. Covenants of Echo and the Corporation**

4.1 During the Term, Echo hereby covenants and agrees as follows:

- (a) To exclusively use the Corporation and the Business to transact all of the online automobile shopping and delivery services that are and may be utilized and/or provided from time to time by Echo and all of its subsidiaries and affiliates during the term of this Agreement;
- (b) To faithfully and diligently provide the Management Services and to use best efforts to assist in the development and promotion of the Business on behalf of the Corporation and its affiliates and to otherwise promote the interests and goodwill of the Corporation as directed by the Chief Executive Officer of the Corporation from time to time.

4.2 During Term, the Corporation hereby covenants and agrees as follows:

- (a) to provide Echo from time to time and in a timely manner with information, as originated by the Business and as reasonably required in connection with the provision of Management Services by Echo to the Corporation;
- (b) to provide whatever information or documents, as acquired by the Corporation from Echo under the APA, that Echo reasonably requires in connection with his performance of the Management Services; and
- (c) to provide the Echo with reasonable notice when requesting advice or recommendations of Echo or the attendance of the Echo at meetings with management of the Corporation.

## 5. **Indemnity**

5.2 Echo hereby agrees to indemnify and hold the Corporation, each of its subsidiaries and affiliates, and each of their respective directors, officers, employees and shareholders (collectively, the “**Indemnified Parties**”) harmless from and against any and all expenses, losses (other than loss of profits), claims, actions (including shareholder actions, derivative actions or otherwise), damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims) and the fees and expenses of its counsel (collectively, “**Losses**”), that may be incurred in advising with respect to and/or defending any actual or threatened claim, actions, suits, investigations or proceedings (collectively, a “**Claim**”) to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such Losses and/or Claims arise out of or are based, directly or indirectly, upon the Business.

5.3 If any Claim contemplated by this indemnity shall be asserted against any of the Indemnified Parties, or if any potential Claim shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall promptly notify in writing Echo of the nature of such Claim (provided that any failure to so notify in respect of any Claim or potential Claim shall affect the liability of Echo under this indemnity only if and to the extent that the Echo is materially and adversely prejudiced by such failure). Echo shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim; provided that the defence shall be through legal counsel selected by Echo and acceptable to the Indemnified Party, acting reasonably, and the Corporation throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed. An

Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

- a) Echo fails to assume the defence of such Claim on behalf of the Indemnified Party within ten days of receiving notice of such suit;
- b) the employment of such counsel has been authorized by Echo; or
- c) the Indemnified Party shall have been advised by external legal counsel in writing that representation of the Indemnified Party by counsel for Echo is inappropriate for any reason, including without limitation as a result of the potential or actual conflicting interests of those represented, that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to Echo, that the subject matter of the Claim may not fall within the foregoing indemnity or that there is a conflict of interest between Echo and the Indemnified Parties.

In each of cases (a), (b) or (c), Echo shall not have the right to assume or direct the defence on behalf of the Indemnified Party and shall be liable to pay the fees and disbursements of one counsel for all such Indemnified Parties as well as the costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Corporation at their normal per diem rates for time spent by their respective directors, officers or employees).

- 5.3 Echo agrees that in case any investigation or legal proceeding shall be brought against Echo and/or an Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, and an Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information, the Indemnified Party shall have the right to employ its own counsel in connection therewith provided the Indemnified Party acts reasonably in selecting such counsel, and the fees and expenses of one such counsel as well as the costs (including an amount to reimburse the Corporation for time spent by the Corporation or its personnel in connection therewith unless such proceeding has been caused solely by or is the result of the gross negligence or fraud of the Corporation) and out-of-pocket expenses incurred by the Indemnified Party in connection therewith shall be paid by Echo as they occur.
- 5.4 Echo will not, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by Echo, such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim (if an Indemnified Party is a party to such action) and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.
- 5.5 If this indemnity is held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, then Echo shall contribute to the amount paid or payable by the Indemnified Parties as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by Echo on the one hand and the Indemnified Parties on the other hand but also the relative fault of Echo and the Indemnified Parties, as well as any relevant equitable considerations.

5.6 Notwithstanding anything to the contrary contained herein, the foregoing indemnity and contribution obligations shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were caused by the gross negligence or wilful misconduct of the Indemnified Party.

**6. Representations and Warranties**

6.1 Echo hereby represents and warrants to the Corporation, and acknowledges that the Corporation is relying upon the accuracy of each of such representations and warranties in entering into this Agreement, that:

- (a) it has been duly incorporated and organized and is validly existing in the jurisdiction of its incorporation and has all requisite authority and power to carry on its business, as now conducted and as presently proposed to be conducted by it;
- (b) it has and will have all necessary power, right and authority and has obtained all necessary licences, permissions, approvals and consents in order to enable it to perform its obligations under this Agreement and all other agreements to which it is a party and which are entered into pursuant to this Agreement;
- (c) this Agreement is legally valid and binding on it and is enforceable in accordance with its terms subject to the general qualifications that: (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only at the discretion of the applicable court; and (iii) rights to indemnity and contribution may be limited by applicable laws;
- (d) the performance of its obligations under this Agreement and the Management Services performed in accordance with the Agreement will comply in all material respects with all applicable laws, ordinances and regulations; and
- (e) it and its affiliates, as applicable, have the experience, expertise and personnel required to complete, provide, perform and deliver the Management Services in accordance with this Agreement.

6.2 The Corporation hereby represents and warrants to Echo, and acknowledges that Echo relying upon the accuracy of each of such representations and warranties in entering into this Agreement, that:

- (a) it has been duly incorporated and organized and is validly existing in the jurisdiction of its incorporation and has all requisite authority and power to carry on its business, as now conducted and as presently proposed to be conducted by it;
- (b) it has and will have all necessary power, right and authority and has obtained all necessary licences, permissions, approvals and consents in order to enable it to perform its obligations under this Agreement and all other agreements to which it is a party and which are entered into pursuant to this Agreement;
- (c) this Agreement is legally valid and binding on it and is enforceable in accordance with its terms subject to the general qualifications that: (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are

available only at the discretion of the applicable court; and (iii) rights to indemnity and contribution may be limited by applicable laws; and

- (d) the performance of its obligations under this Agreement will comply in all material respects with all applicable laws, ordinances and regulations.

## 7. **Dispute Resolution**

7.1 Whenever a dispute arises between the parties pertaining to the operation or interpretation of any of the provisions of this Agreement (the “**Dispute**”), the parties shall attempt on a consensual basis to resolve the Dispute in the following manner:

- (e) Upon the written request of either party, the parties will within 10 business days of receipt of such request, cause the Chief Executive Officer of each of Echo and the Corporation to meet for the purpose of endeavouring to resolve such Dispute. If the Dispute nevertheless remains unresolved within 10 business days following the date of such aforesaid meeting, the Dispute shall be resolved in accordance with Section 7.2 of this Agreement.

7.2 If the Dispute cannot be resolved pursuant to Section 7.1, it shall be determined by arbitration, which shall be initiated and proceeded with as follows:

- (a) The party desiring arbitration shall give notice thereof (a “Notice of Arbitration”), with reasonable details of the matter to be arbitrated, to the other party. The parties shall mutually agree on one arbitrator who shall be a disinterested person of recognized competence in the area of dispute to be arbitrated.
- (b) If the parties fail to agree upon the selection of an arbitrator within 15 days after the Notice of Arbitration has been given, either of the parties, upon written notice to the other party, may apply to the Ontario Court of Justice (General Division) or to any other court having jurisdiction for the appointment of an arbitrator.
- (c) The arbitration shall take place in the City of Toronto. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the terms, covenants, agreements, provisions, conditions and limitations of this Agreement, and may not change any terms, covenants, provisions, conditions or limitations, or deprive any party to this Agreement of any right or remedy expressly provided in this Agreement.
- (d) The arbitrator shall hear the submissions of the parties and shall render a decision within 30 days after the appointment of the arbitrator.
- (e) The determination of the arbitrator shall be conclusive and binding upon the parties and judgement upon the same may be entered in any Court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a copy of such determination signed by him.
- (f) In the event of the failure, refusal or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as

hereinbefore provided for the appointment of the arbitrator so failing, refusing or unable to act.

- (g) The expenses of resolving the disputes described in this Section 7.2 shall be borne by the parties equally unless the arbitrator awards otherwise. Each party shall, however, be responsible for its own legal fees and disbursements and the fees and expenses of its witnesses, if any.

**8. Intellectual Property Matters.**

- (a) The Corporation is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Management Services performed under this Agreement (collectively, the "**Deliverables**"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**Intellectual Property Rights**") therein. Echo irrevocably assigns to the Corporation, all rights, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.
- (b) Echo irrevocably and unconditionally waives all moral rights that the Echo may now have or may have in the future relating to the Deliverables.
- (c) Upon the request of the Corporation, Echo shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Corporation to prosecute, register, perfect, record or enforce its Intellectual Property Rights in any Deliverables.

**9. Confidentiality; Security; Title to Data.**

- (a) Echo agrees that Confidential Information (as defined herein) furnished by the Corporation to Echo or its principals, officers, directors, employees, agents, successors and assigns (together with the Echo, "**Echo Parties**"), shall be kept strictly confidential and shall be protected by Echo Parties with the same degree of care, but with no less than a reasonable degree of care, as Echo Parties uses with respect to their own similar information. Echo Parties shall not make or suffer to be made (1) any use of Confidential Information not authorized in this Agreement, (2) any communication of Confidential Information to any third party, or (3) any publication of Confidential Information; provided, however, that Echo Parties may disclose the Confidential Information to its employees or representatives (i) who need to know the Confidential Information for the purposes of providing the Management Services, (ii) who are informed by the Echo Parties of the confidential nature of the Confidential Information, and (iii) who agree to act in accordance with the terms of this Article 9.
- (b) Echo Parties will have no obligation with respect to any Confidential Information which is (1) in the public domain at the time of disclosure, or is subsequently made available to the public at no fault of the Echo Parties without restriction by discloser; or (4) disclosed without restriction to the Echo Parties from another source. The Echo Parties may also disclose the Confidential Information pursuant to applicable law, regulation or legal process, but only if the Echo Parties (i) first promptly notifies the Corporation of the requirement or request for disclosure, (ii) upon the request and at the expense of the Corporation, reasonably cooperates with the Corporation in contesting such disclosure, and (iii) thereafter only discloses the Confidential Information to the extent legally required. If any portion of the Confidential Information falls within any one of the above exceptions, the remainder shall continue to be subject to the foregoing prohibitions and restrictions.



- (c) The Echo Parties shall only make such copies of the Corporation's Confidential Information as are reasonable and necessary in carrying out the purpose of this Agreement. Upon request of the Corporation or termination of this Agreement, whichever occurs first, the Echo Parties shall promptly return or destroy (with proof of such destruction) all Confidential Information and any copies thereof; provided however, (i) the Echo Parties may maintain a single copy of the Confidential Information in its legal archives for the sole purpose of determining the scope of its rights and obligations incurred under this Agreement, and (ii) the provisions of this section shall not apply to copies of electronically exchanged Confidential Information generated in the ordinary course of the Echo Parties' information systems procedures, copies of Confidential Information made as a matter of routine information technology backup and Confidential Information or copies thereof which must be stored by the Echo Parties according to provisions of mandatory law or internal compliance guidelines, and provided that the Confidential Information or copies thereof covered in (i) and (ii) shall be subject to continuing confidentiality obligations according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.
- (d) The Echo Parties' duty to protect Confidential Information under the terms of this Agreement shall survive for three (3) years from the expiration or earlier termination of this Agreement, except that the Echo Parties shall comply with the provisions of this Article 9 with regard to personally identifiable information and trade secrets for so long as such are held or stored by or on behalf of the Echo Parties.
- (e) The Echo acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Article 9. As a result, in addition to all other remedies available at law, the Corporation may be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.
- (f) For the purposes of this section, "**Confidential Information**" shall mean all materials, documents, programs, data and information that may be disclosed by or between the parties whether in written, oral, electronic, website-based, or other form, or whether received visually, and which is known to be or which in context and due to the nature of the information may be reasonably expected to be (1) originated by or otherwise peculiarly within the knowledge of the Corporation or any affiliate, and (2) currently protected by the Corporation or any affiliate against unrestricted disclosure to others. Confidential Information shall include, but not be limited to, and whether technical or non-technical and tangible or intangible, any and all trade secrets, tax and financial information, product and roadmap information, marketing plans, financial/pricing information, customer and vendor related data, services/support, business and contractual relationships, business forecasts, other business information, staffing information, employee data and information (including personally identifiable information), cost and pricing information, strategies, products, processes, methods, ideas, concepts, discoveries, designs, drawings, plans, notes, works of authorship, specifications, techniques, practices, models, samples, diagrams, source code and other code, software, programs, know-how, technical data, research and development, charts, readings, logs, interpretations, extractions, mappings and integrations, production data, test data, log data, images, plots and formulae, inventions, and patent disclosures.

## 10. General

10.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or similar means of recorded electronic

communication or sent by registered mail, charges prepaid, addressed as follows or to such other address as the relevant party may specify from time to time:

**(a) if to the Corporation:**

Xigem Technologies Corporation  
67 - 70 Great Gulf Drive  
Vaughan, Ontario Canada L4K 0K7

Attention: Brian Kalish  
Email: [REDACTED]

**And a copy (which shall not constitute notice) to:**

CC Corporate Counsel Professional Corporation  
20 Great Gulf Drive, Suite 14  
Vaughan, Ontario, L4K 0K7

Attention: John Tobia  
Telephone: [REDACTED]  
Email: [REDACTED]

**(b) if to Echo:**

EAF GROUP OF COMPANIES LTD  
207 Edgeley Boulevard  
Concord, Ontario L4K 4B5

Attention: Themis Georges  
Email: [REDACTED]

**And a copy (which shall not constitute notice) to:**

CC Corporate Counsel Professional Corporation  
20 Great Gulf Drive, Suite 14  
Vaughan, Ontario, L4K 0K7

Attention: John Tobia  
Telephone: [REDACTED]  
Email: [REDACTED]

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other

communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

10.2 The parties hereto are independent contractors and nothing in this Agreement shall be construed so as to make them partners, joint venturers or agents or to render either of them liable for the debts and obligations of the other or so as to make Echo an employee of the Corporation. Without limiting the generality of the foregoing statement, Echo shall not have, or exercise, or purport to have, any powers or rights to make, explain, amplify or modify warranties, to undertake, solicit or agree to advertising or other promotional activities on behalf of the Corporation or in any other way legally bind the Corporation.

10.3 In recognition of the costs to be borne by each of the parties in pursuing the Acquisition and in further consideration of their respective undertakings as to the matters described in this Agreement, the provisions of Section 2.3, Section 2.4, Article 5, Article 7, Article 8, Article 9 and Article 10 will survive in the event that this Agreement is terminated.

10.4 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

10.5 This Agreement shall enure to the benefit of and shall be binding upon and enforceable by the parties hereto, and their successors and assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the non-assigning party.

10.6 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein which are applicable to contracts made and to be performed entirely in Ontario. Each party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario.

10.7 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

10.8 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

10.9 Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

10.10 The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

10.11 The parties hereto agree that this Agreement may be transmitted by email, facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

10.12 This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there is no warranty, representation or any other agreement between the parties in connection with the subject matter of this Agreement. No supplement, modification, waiver or termination of this Agreement will be binding unless executed in writing by both parties or by their successors or permitted assigns.

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

**EAF GROUP OF COMPANIES LTD.**

Per: “THEMIS GEORGAKOPOULOS”  
Authorized Signing Officer

I have authority to bind the Corporation.

**XIGEM TECHNOLOGIES CORPORATION**

Per: “BRIAN KALISH”  
Authorized Signing Officer

I have authority to bind the Corporation.

**Schedule "A"- ROYALTY AND MANAGEMENT FEES**

In consideration for Echo exclusively utilizing the services of the Business for all of Echo's online automobile shopping and delivery transactions for Echo, its subsidiaries and affiliates (collectively, the "**Business Transactions**"), Echo shall pay the Corporation 50% of the Gross Revenue generated by Echo for such Business Transactions (the "**Royalty Fees**").

In consideration for Echo providing the Management Services in accordance with this Agreement to the Corporation for the Business Transactions, the Corporation shall, after receiving the applicable Royalty Fees above, pay Echo 48.50% of the Gross Revenue generated by Echo for such Business Transactions (the "**Management Fees**") relating to such Royalty Fees.

The parties shall work cooperatively with each other to revise the amounts paid for the Royalty Fees and the Management Fees based on the requirements of the Business, including the employees required to operate the Business.

Echo shall at all times, train, maintain and deploy sufficient numbers of qualified personnel to ensure sufficient and professional services as the manager of the Business and shall ensure that the persons listed in the table below or their replacements are available to perform their necessary services.

[REDACTED]