EXECUTION VERSION

MERGER AGREEMENT

among

DIGITAL BUYER TECHNOLOGIES CORP.

AND

DBT (USA) CORP.

AND

PLANET BASED FOODS INC.

July 23, 2021

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MERGER AGREEMENT

This Agreement and Plan of Merger (this "**Agreement**") is entered into on July 23, 2021 by and between Digital Buyer Technologies Corp. ("**Digital**"), a British Columbia corporation, Planet Based Foods Inc. (the "**Company**"), a California corporation, and DBT (USA) Corp., a California corporation ("**Subco**").

WHEREAS, the respective boards of directors of Digital, the Company and Subco have each (i) determined that it is advisable and in the best interest of their respective shareholders to consummate the merger of Subco with and into the Company on the terms and subject to the conditions set forth in this Agreement and (ii) approved the Merger on the terms and subject to the conditions set forth in this Agreement;

AND WHEREAS, the Merger and this Agreement will be submitted to a vote (or written consent) of the Company Shareholders, and in the case of Subco, will be approved pursuant to the Subco Merger Resolution;

AND WHEREAS, at or before the Effective Time (as hereinafter defined), Digital, among other things, will complete the Share Structure Amendment (as hereinafter defined) whereby Digital will redesignate Digital Common Shares (as hereinafter defined) into Subordinate Voting Shares (as hereinafter defined), and create the Multiple Voting Shares (as hereinafter defined);

AND WHEREAS upon consummation of the Merger, shares of Company Common Stock (as hereinafter defined) held by the Company Shareholders will be exchanged for Subordinate Voting Shares (as hereinafter defined), thereby effecting the Merger;

AND WHEREAS, immediately following receipt of the Subordinate Voting Shares (as hereinafter defined) the Principal Company Shareholders will exchange their respective Subordinate Voting Shares for Multiple Voting Shares;

AND WHEREAS, after the Effective Time (as hereinafter defined), Digital will, among other things, complete the Name Change (as hereinafter defined);

AND WHEREAS the Parties intend that, for U.S. federal income tax purposes, the Business Combination (as hereinafter defined) will qualify as a "reorganization" within the meaning of Section 368(a) of the Code, that each of Digital, Subco and the Company are "parties to a reorganization" within the meaning of Section 368(b) of the Code, that this Agreement shall constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g) as provided in Section 2.12, and Digital shall be treated as a U.S. domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the Code; and

AND WHEREAS the Parties wish to make certain representations, warranties, covenants and agreements in connection with the Business Combination (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and intending to be legally bound hereby, the Parties agree as follows:

Article 1
DEFINITIONS

1.1 DEFINITIONS.

In this Agreement (including the preamble, recitals and each Schedule hereto), the following terms have the meanings ascribed thereto as follows:

"**Advisers**" when used with respect to any Person, shall mean such Person's directors, officers, employees, representatives, agents, counsel, accountants, advisers, engineers, and consultants.

"**Affiliate**" has the meaning specified in the BCBCA.

"**Agreement**" means this Agreement and any instrument supplemental or ancillary hereto; and the expressions "Article", "Section", and "Subsection" followed by a number means and refer to the specified Article, Section or Subsection of this Agreement.

"**Agreement of Merger**" means the agreement of merger satisfying Section 1101 of the CCC, in a form mutually agreed by the Parties.

"**Applicable Securities Laws**" means applicable securities legislation, securities regulation and securities rules, and the policies, notices, instruments and blanket orders having the force of Law, in force from time to time.

"**Associate**" has the meaning ascribed to such term in the *Securities Act* (British Columbia).

"**BCBCA**" means the *Business Corporations Act* (British Columbia).

"**BCSC**" means the British Columbia Securities Commission.

"**Breaching Party**" has the meaning given to the term in Subsection 9.1(b).

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia or San Diego, California.

"**Business Combination**" means the completion of the steps set out in Article 2 of this Agreement, including the Merger, on the basis set out in this Agreement resulting in the reverse takeover of Digital by the Company Shareholders.

"**Canadian Resident Shareholder**" means a beneficial holder of shares of the Company who, for purposes of the *Income Tax Act* (Canada), is either resident in Canada or a "Canadian partnership".

"**Canadian Securities Laws**" means all applicable securities Laws in Canada and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such applicable jurisdictions having the force of law.

"**Cancellation Confirmation**" has the meaning given to the term in Section 2.4(a).

"**Carta**" has the meaning given to the term in Section 2.4(a).

"**CCC**" means the California Corporations Code, as amended.

"**Certificate of Amendment**" means that certain Certificate of Amendment to the Company's Articles of Incorporation, which was filed with the Secretary of State of the State of California on July 22, 2021, to (a) effect a 20,000 for 1 forward stock split of the Company Common Stock and (b) increase the number of authorized shares of Company Common Stock to 25,000,000.

"**Closing**" has the meaning given to the term in Section 8.1.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Company**" means Planet Based Foods Inc., a corporation existing under the Laws of California.

"**Company Closing Documents**" means the documents required to be delivered to Digital by the Company pursuant to Section 8.2 hereof.

"**Company Common Stock**" means the sole class of shares of stock in the capital of the Company.

"**Company Counsel**" has the meaning set forth in Subsection 10.13(a).

"**Company Disclosure**" has the meaning given to the term in Subsection 2.3(c).

"**Company Meeting Matters**" means the approval by a Required Company Shareholder Vote of the Merger, this Agreement and the Agreement of Merger, and such other matters necessary to consummate the Business Combination.

"**Company Notes**" means the convertible promissory notes issued by the Company between February 22, 2021 and March 5, 2021 in the aggregate principal amount of US$669,960.00. The principal amount of the Company Notes plus all accrued interest is convertible into Company Common Stock at a price of C$0.24 per share. "**Company Shareholders**" means holders of the Company Common Stock.

"**Company Shareholders Agreement**" means the Amended and Restated Shareholder Agreement dated April 3, 2019, as amended, between the Company and each of the holders of the Company Common Stock.

"**Confidential Information**" means any information concerning the Disclosing Party or its business, properties and assets made available to the Receiving Party; provided that it does not include information which: (a) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party or pursuant to a breach of Section 10.10 by the Receiving Party; or (b) is obtained by the Receiving Party from a source other than the

Disclosing Party, provided that, to the reasonable knowledge of the Receiving Party, such source was not bound by a duty of confidentiality to the Disclosing Party or another Party with respect to such information.

"**Contract**" means, with respect to a Person, any contract, instrument, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, partnership or joint venture agreement or other legally binding agreement, arrangement or understanding, whether written or oral, to which the Person is a Party or by which, to the knowledge of such Person, the Person or its property and assets is bound or affected.

"**Cut-off Date**" has the meaning set forth in Section 2.5(h).

"**CSE**" means the Canadian Securities Exchange.

"**D&O Indemnified Parties**" has the meaning given to the term in Section 10.2(a).

"**Digital**" means Digital Buyer Technologies Corp., a corporation existing under the Laws of the Province of British Columbia.

"**Digital Closing Documents**" means the documents required to be delivered to the Company by Digital pursuant to Section 8.3 hereof.

"**Digital Common Shares**" means the common shares in the capital of Digital, no par value.

"**Digital Director Matters**" means (i) the special resolution of the Digital Shareholders passed at the Digital Meeting determining the number of directors of Digital and the number of directors elected at the Digital Meeting to be five (5), and (ii) the election of the directors of Digital, as set forth in the Digital Meeting Materials.

"**Digital Meeting**" means the annual general and special meeting of the Digital Shareholders, to be held for the approval of the Digital Meeting Matters.

"**Digital Meeting Materials**" means the materials to be sent to the Digital Shareholders in connection with the Digital Meeting.

"**Digital Meeting Matters**" means, inter alia, the following items approved at the Digital Meeting with respect to Digital, all in accordance with the Digital Meeting Materials:

(a) the Digital Director Matters;

(b) the appointment of MNP LLP as the auditor of Digital and the authorization of the directors to fix the remuneration of such auditor;

(c) the adoption of the Digital Securities-Based Compensation Plans; and

(d) the Share Structure Amendment.

"**Digital RSU Plan**" means the restricted stock unit plan of Digital to be approved by the Digital Shareholders at the Digital Meeting.

"**Digital Securities-Based Compensation Plans**" means the Digital RSU Plan and the Digital Stock Option Plan.

"**Digital Securities Documents**" has the meaning given to the term in Section 3.4(a).

"**Digital Shareholders**" means the holders of Digital Common Shares.

"**Digital Stock Option Plan**" means the stock option plan of Digital to be approved by the Digital Shareholders at the Digital Meeting.

"**Disclosing Party**" means any Party or its Advisers disclosing Confidential Information to the Receiving Party.

"**Disclosure Documents**" means the Listing Statement and the Prospectus collectively.

"**Dissenting Shares**" has the meaning given to the term in Subsection 2.9(a).

"**Effective Date**" has the meaning given to the term in Section 8.1.

"**Effective Time**" has the meaning given to the term in Section 2.11.

"**Electronic Certificates**" has the meaning given to the term in Section 2.4(a).

"**Employee**" means an officer or employee of the Company or a Person providing services in the nature of an employee to the Company.

"**Employee Plans**" means all plans, arrangements, agreements, programs, policies or practices, whether oral or written, formal or informal, funded or unfunded, maintained for employees, including, without limitation: (i) any employee benefit plan or material fringe benefit plan; (ii) any retirement savings plan, pension plan or compensation plan, including, without limitation, any defined benefit pension plan, defined contribution pension plan, group registered retirement savings plan or supplemental pension or retirement income plan; (iii) any bonus, profit sharing, deferred compensation, incentive compensation, stock compensation, stock purchase, hospitalization, health, drug, dental, legal disability, insurance (including without limitation unemployment insurance), vacation pay, severance pay or other benefit plan, arrangement or practice with respect to employees or former employees, individuals working on contract, or other individuals providing services of a kind normally provided by employees; and (iv) where applicable, all statutory plans, including, without limitation, the Canada or Québec Pension Plans.

"**Environmental Laws**" means any applicable Law, and any Governmental Order or binding agreement with any Government Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge,

transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "**Environmental Law**" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"**Escrow Agreement**" means the escrow agreement to be entered into among Computershare Trust Company, as escrow agent, the Resulting Issuer and certain shareholders of the Resulting Issuer, including the Company Shareholders who have exchanged their shares of Company Common Stock for Resulting Issuer Shares in connection with the Business Combination, who are required to have their Resulting Issuer Shares placed into escrow in compliance with the requirements of the CSE or Applicable Securities Laws.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**ERISA Affiliate**" means all employers (whether or not incorporated) that would be treated together with the Company or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code.

"**Exchange Agreement**" means the exchange agreement by which the Principal Company Shareholders will exchange the Subordinate Voting Shares received in accordance with Section 2.4(c) of this Agreement for Multiple Voting Shares, pursuant to the terms set forth therein, in the form agreed to by the Parties.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Government**" means: (i) the government of Canada, the United States or any other foreign country; (ii) the government of any Province, State, county, municipality, city, town, or district of Canada, the United States or any other foreign country; and (iii) any ministry, agency, department, authority, commission, administration, corporation, bank, court, magistrate, tribunal, arbitrator, instrumentality, or political subdivision of, or within the geographical jurisdiction of, any government described in the foregoing clauses (i) and (ii), and for greater certainty, includes the CSE.

"**Government Authority**" means and includes, without limitation, any Government or other political subdivision of any Government, judicial, public or statutory instrumentality, court, tribunal, commission, board, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having

legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE.

"**Government Official**" means: (i) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Government Authority; (ii) any salaried political party official, elected member of political office or candidate for political office; or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulfide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any applicable Environmental Law.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**Include**" or "**Including**" shall be deemed to be followed by the words "without limitation".

"**Information Statement**" has the meaning given to the term in Subsection 6.4(a).

"**Knowledge of Digital**" or "**to Digital's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of David Eaton and Rob Dzisiak.

"**Knowledge of the Company**" or "**to the Company's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of Theodore Cash Llewellyn and Braelyn Davis, after due inquiry.

"**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Government Authority applicable to the Company, Digital or Subco.

"**Letter of Intent**" means the letter agreement between the Company and Digital, dated February 8, 2021, with respect to the proposed transaction between the Company and Digital.

"**Letter of Transmittal**" has the meaning given to the term in Section 2.4(a).

"**Listing**" means the proposed listing of Subordinate Voting Shares on the CSE.

"**Listing Statement**" means the Listing Statement of Digital in the form prescribed by CSE Form 2A.

"**Material Adverse Change**" or "**Material Adverse Effect**" with respect to Digital, Subco or the Company, as the case may be, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that

confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of Digital, Subco or the Company, as the case may be, taken as a whole. The foregoing shall not include any change or effect attributable to: (i) any matter that has been disclosed in writing to the other Parties or any of their Advisers by a Party or any of its Advisers in connection with this Agreement; (ii) changes relating to general economic, political or financial conditions; (iii) relating to the state of securities markets in general; (iv) the announcement of the execution of this Agreement or the pendency of the consummation of the transactions contemplated hereby; (v) changes or developments in the industries in which Digital, Subco or the Company, as applicable, operate, including changes (including proposed or pending changes) in Laws, regulations rules ordinances, policies, mandates, guidelines or other requirements of any Government Authority across such industries; (vi) any acts of terrorism, war or other conflicts; (vii) any failure to meet internal or published projections, forecasts or revenue or earning predictions for any period; (iii) any existing event, occurrence or circumstance with respect to which Digital, Subco or the Company or any of their respective directors, officers, equityholders or representatives has knowledge as of the date hereof; and (iv) any adverse change in the effect on, or development with respect to, Digital, Subco or the Company which is cured by the Digital, Subco or the Company, as applicable, prior to the Effective Date.

"**Mergeco**" means the Company following the Merger, which shall be the surviving corporation of the Merger, and shall retain the name "Planet Based Foods, Inc.".

"**Merger**" means the merger of Subco with and into the Company pursuant to the provisions of the CCC in the manner contemplated in and pursuant to the terms and conditions of this Agreement.

"**Merger Privileged Communications**" has the meaning set forth in Subsection 10.13(a).

"**Multiple Voting Shares**" means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 3.

"**Name Change**" means an amendment to the articles of Digital to change the name of Digital from "Digital Buyer Technologies Corp." to "PBF International Inc." or such other name as the directors of Digital, in their sole discretion, may determine and as may be acceptable to the Director appointed under the BCBCA.

"**Non-Breaching Party**" has the meaning given to the term in Subsection 9.1(b).

"**Party**" means each of the Company, Digital and Subco and "**Parties**" means the Company, Digital and Subco.

"**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.

"**Principal Company Shareholders**" means Theodore Cash Llewellyn and Braelyn Davis.

"**Private Placements**" means, collectively:

(a) the private placement by Digital of 6,000,000 units at a price of C$0.05 per unit for gross proceeds of C$300,000, which private placement closed on April 7, 2021. Each such unit consists of one Digital Common Share and one-half of one common share purchase warrant. Each whole such warrant entitles the holder to purchase one additional Digital Common Share for a period of two years at an exercise price of C$0.60;

(b) the private placement by Digital of, at minimum, 18,333,333 subscription receipts at a price of C$0.30 per subscription receipt. Each subscription receipt will entitle the holder to receive upon exchange, without payment of additional consideration, one unit of Digital. Each such unit will consist of one Digital Common Share and one-half of one common share purchase warrant. Each whole such warrant shall entitle the holder to purchase one additional Digital Common Share for a period of two years at an exercise price of C$0.60; and

(c) the private placement by Digital of 2,000,000 warrants at a price of C$0.02 per warrant. Each such warrant shall entitle the holder to purchase one additional Digital Common Share for a period of two years at an exercise price of C$0.30.

"**Prospectus**" means the long form prospectus to be filed by Digital with the BCSC pursuant to Canadian Securities Laws.

"**Receiving Party**" means any Party or its Advisers receiving Confidential Information from a Disclosing Party.

"**Required Company Shareholder Vote**" has the meaning given to the term in Section 4.2(a)(ii).

"**Resulting Issuer**" has the meaning given to the term in Section 2.6 hereof.

"**Resulting Issuer Directors**" has the meaning given to the term in Section 2.6.

"**Resulting Issuer Officers**" has the meaning given to the term in Section 2.6.

"**Resulting Issuer Shares**" means collectively the Subordinate Voting Shares and the Multiple Voting Shares.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Structure Amendment**" means the amendment to the articles of Digital providing for the redesignation of the Digital Common Shares as the Subordinate Voting Shares, and the creation of the Multiple Voting Shares, in accordance with the Digital Meeting Materials.

"**Subco**" means DBT (USA) Corp., a direct, wholly-owned subsidiary of Digital incorporated under the CCC on June 25, 2021 for the sole purpose of effecting the Merger in connection with the Business Combination.

"**Subco Merger Resolution**" means the resolution of Digital, as sole shareholder of Subco, approving the Merger and adopting the Agreement which shall be approved and provided to the Company as reasonably practicable on or before the Effective Date, but in all instances prior to the filing of the Agreement of Merger with the California Secretary of State.

"**Subco Shares**" means all of the outstanding shares of common stock of Subco.

"**Subordinate Voting Shares**" means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 2.

"**Subsidiary**" means, with respect to a specified corporation, any corporation of which more than fifty percent (50%) of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified corporation, and shall include any corporation in like relation to a subsidiary.

"**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Return**" means all returns, amended returns, claims for refund, and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority with jurisdiction over the applicable Party and including any amendment thereof.

"**Treasury Regulations**" means the U.S. Department of Treasury regulations promulgated under the Code, as such regulations may be amended from time to time.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

ARTICLE 2BUSINESS COMBINATIONAGREEMENT TO MERGE.

Upon the terms and subject to the conditions contained in this Agreement, and in accordance with the CCC, the Parties hereby agree that at the Effective Time, Subco shall merge with and into the Company, and the separate existence of Subco will cease. The Company shall continue as the surviving corporation in the Merger and shall thereafter be Mergeco.

2.2 EXEMPTION FOR COMPANY SHAREHOLDERS.

(a) Each Company Shareholder may, as a condition of receiving Resulting Issuer Shares upon completion of the Business Combination, be required to deliver a certificate in a form satisfactory to the Company and Digital (i) as to either (A) their status as an "accredited investor," as defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act (if

such Company Shareholder is in the United States) or (B) that they (1) otherwise possess the requisite knowledge and sophistication under the U.S. Securities Act and (2) have a preexisting personal or business relationship with one or more of the officers, directors or managers of the Company, consisting of personal or business contacts of a nature and duration sufficient to enable the Company to be aware of the character, business acumen and general business and financial circumstances of the person(s) with whom such relationship exists, or (ii) or confirming that such Shareholder is outside the United States, together with any supporting information as reasonably requested by the Company or Digital in order to confirm their status and the availability of an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of such Subordinate Voting Shares to such holder.

(b) The Parties acknowledge that the CSE may require some or all of the Resulting Issuer Shares issued to the Company Shareholders to be held in escrow pursuant to CSE policies and the terms of the Escrow Agreement. The Parties further acknowledge and agree that the Resulting Issuer Shares are being issued to the Company Shareholders pursuant to an exemption from prospectus requirements of Applicable Securities Laws in Canada and that such Resulting Issuer Shares may be subject to resale restrictions. The Parties further acknowledge and agree that the Resulting Issuer Shares are being issued to the Company Shareholders in the United States pursuant to an exemption from the registration requirements of the U.S. Securities and applicable state securities Laws, and that the Resulting Issuer Shares will be "restricted securities" as such term is defined in Rule 144(a)(3) under the U.S. Securities Act.

2.3 DISCLOSURE DOCUMENTS AND DIGITAL MEETING.

(a) After the Effective Date, the Company and Digital jointly shall prepare and complete the Disclosure Documents together with any other documents required by Canadian Securities Laws and other applicable Laws and the rules and policies of the CSE in connection with the Listing, and Digital shall, as promptly as reasonably practicable after obtaining the approval of the BCSC and the CSE, cause the Disclosure Documents, as finally approved by Digital and the Company, to be filed on SEDAR.

(b) Digital shall establish a record date for (both for notice of, and voting at, the Digital Meeting), call, give notice of, convene and hold the Digital Meeting (or circulate a written resolution for the Digital Shareholders to consider), and shall send out the Digital Meeting Materials and such other documents as may be necessary or desirable to the Digital Shareholders, as soon as reasonably practicable following the execution of this Agreement. Prior to the Effective Time, the Digital Shareholders shall have approved the Digital Meeting Matters.

(c) Digital represents, warrants and covenants that the Digital Meeting Materials will comply in all material respects with, and the Disclosure Documents will comply in all material respects with, all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Disclosure Documents shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that Digital shall not be responsible for the information relating to the Company or the Resulting Issuer that is furnished in writing by the Company for inclusion in the Disclosure Documents (collectively, the "**Company Disclosure**").

(d) The Company represents and warrants that any Company Disclosure will comply in all material respects with all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Company Disclosure shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(e) Prior to filing the Disclosure Documents, the Company, Digital and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Disclosure Documents and other documents related thereto, and reasonable consideration shall be given to any comments made by the Company, Digital and their respective counsel, provided that all information relating solely to Digital included in the Disclosure Documents shall be in form and content satisfactory to Digital, acting reasonably, and all information relating solely to the Company included in the Disclosure Documents shall be in form and content satisfactory to the Company, acting reasonably.

(f) Digital and the Company shall promptly notify each other if at any time before the date of filing in respect of the Disclosure Documents, any Party becomes aware that the Disclosure Documents contain an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Disclosure Documents and the Parties shall cooperate in the preparation of any amendment or supplement to such document, as the case may be, as required or appropriate.

(g) Each of Digital and the Company covenants and agrees with the other that:

(i) it will furnish promptly to the other Parties, as applicable, a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with (as applicable): (A) the Digital Meeting Matters; (B) the Company Meeting Matters; (C) any filings under Applicable Securities Laws; and (D) any dealings with regulatory agencies in connection with the Business Combination and the transactions contemplated herein; and

(ii) it will immediately notify the other Parties of any legal or Government action, suit, judgment, investigation, injunction, complaint, action, suit, motion, judgement, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Government Authority or other regulatory body, whether actual or threatened, with respect to the Business Combination or which could otherwise delay or impede the transactions contemplated hereby.

2.4 MERGER EVENTS; EXCHANGE PROCEDURES.

(a) Prior to the Effective Time, the Company shall mail to each holder of record of the Company Common Stock that immediately prior to the Effective Time, represent the issued and outstanding shares of Company Common Stock, a letter of transmittal in the form agreed to by the Parties (the "**Letter of Transmittal**"), which shall provide instructions for surrendering the Certificates in exchange for the number of Subordinate Voting Shares to be issued to the applicable

Company Shareholder pursuant to Section 2.4(b) below.On the Effective Date, the Company shall deliver written instructions to its transfer agent, eShares, Inc., d/b/a Carta, Inc. ("**Carta**"), with a copy to Digital, directing Carta to (i) cancel all book-entry entitlements in the form of electronic stock certificates on the Carta electronic capitalization management system existing immediately prior to the Effective Time representing the Company Capital Stock ("**Electronic Certificates**"), effective as of the Effective Time and (ii) deliver to Digital, as promptly as practicable, written confirmation of such cancellation of all Electronic Certificates (the "**Cancellation Confirmation**").

(b) Subject to the terms and conditions set forth in this Agreement, the following shall be deemed to have occurred at the Effective Time, without any further action by or notice to the Company, Digital, Subco or the holders of any Company Common Stock, respectively:

(i) any shares of Company Common Stock then held by the Company (or held in the Company's treasury) shall be automatically canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) any shares of Company Common Stock then held by Digital, Subco, or any other subsidiary of Digital (if any), shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(iii) other than as set forth in Section 2.4(b)(i) or (ii), each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (except for any Dissenting Shares) and held by a Company Shareholder shall be converted by virtue of the Merger and without any action on the part of the holders thereof, into one (1) fully paid and non-assessable Subordinate Voting Share, such that the Company Shareholders shall have the number of Subordinate Voting Shares as set out in Schedule 1 hereto, provided that the applicable Company Shareholder shall have delivered his, her or its completed and executed Letter of Transmittal;

(iv) each share of common stock of Subco issued and outstanding immediately prior to the Effective Time shall convert into, by virtue of the Merger and without any action on the part of the holders thereof, one (1) share of common stock of Mergeco such that immediately following the Effective Time, the Resulting Issuer shall become the sole and exclusive owner of all the issued and outstanding capital stock of Mergeco; and

(c) Immediately following the Effective Time and the Principal Company Shareholders' receipt of their respective Subordinate Voting Shares, the Principal Company Shareholders shall immediately exchange the Subordinate Voting Shares for Multiple Voting Shares in accordance with the terms and conditions set forth in the Exchange Agreement.

2.5 SHARE CERTIFICATES.

At the Effective Time:

(a) all share certificates of Subco shall automatically be cancelled and retired and shall cease to exist, and the Resulting Issuer shall be issued a share certificate for the number of shares of common stock of Mergeco as provided in Section 2.4 hereof;

(b) subject to the treatment of Dissenting Shares (as defined below), if any, in Section 2.9 hereof and Chapter 13 of the CCC, all certificates or other evidence representing the shares of Company Common Stock shall automatically be cancelled and retired and shall cease to represent any claim upon or interest in the Company other than the right of the applicable holder to receive, pursuant to the terms hereof, the consideration referred to in Section 2.4 hereof; and

(c) the stock transfer books of the Company shall be closed with respect to all shares of the Company Common Stock outstanding immediately prior to the Effective Time;

(d) no further transfer of any shares of Company Common Stock shall be made on the Company's stock transfer books, and if, after the Effective Time, a stock certificate representing company Common Stock is presented to Mergeco or Digital, such certificate shall be cancelled and shall be exchanged as provided in Section 2.4(b)(iii), upon such Company Shareholder's delivery of a completed and executed Letter of Transmittal; and

(e) subject to the treatment of Dissenting Shares (as defined below), if any, in Section 2.9 hereof and Chapter 13 of the CCC, the Resulting Issuer shall on the Effective Date, or as soon as practicable thereafter, deliver to each holder of Company Common Stock, certificates representing the consideration set forth in Section 2.4, to which such holder is entitled; provided that, in the case of the Subordinate Voting Shares the same may be (i) in certificated form, or (ii) in uncertificated form either (A) registered in the name of CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee and held by, or on behalf of, CDS, as depositary for the participants of CDS or (B) as electronic direct registration of securities in the holder's name on the books of the Resulting Issuer's transfer agent.

(f) In the event that between the date of this Agreement and immediately prior to the Effective Time, there is a change in the number of shares of Company Common Stock or securities convertible or exchangeable into or exercisable for shares of Company Common Stock issued and outstanding as a result of a reclassification, stock split (including a reverse split), stock dividend or distribution, recapitalization, merger, subdivision, or other similar transaction, the consideration payable pursuant to this Agreement (including pursuant to Section 2.4) shall be appropriately adjusted to eliminate the effect of such event on the Merger consideration or any such other amounts payable pursuant to this Agreement.

(g) If any Certificate shall have been lost, stolen, destroyed, upon the making and delivery of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed (along with the delivery of a properly completed and executed Letter of Transmittal with respect thereto), the portion of the Subordinate Voting Shares payable with respect to such lost Certificate shall be paid in accordance with Sections 2.4(c) or (d), as applicable. No Person shall be required to deliver any bond or other security in connection with the delivery of an affidavit contemplated by this clause (g).

(h) Any certificate which immediately prior to the Effective Time represented Company Common Stock and which has not been surrendered with all other documents required by Carta, on or prior to the date that is six (6) months after the Effective Date (the "**Cut-off Date**"), will cease to represent any claim against or interest of any kind or nature in either Mergeco or the Resulting Issuer. Accordingly, persons who tender certificates for Company Common Stock after the Cut-off Date will not receive Subordinate Voting Shares, will not own any interest in Mergeco or the Resulting Issuer and will not be paid any cash or other compensation in lieu thereof. On the Cut-off Date, any portion of the Subordinate Voting Shares payable in accordance with this Article 2 which would otherwise escheat to or become the property of any Government Authority, to the extent permitted by applicable Law, immediately prior to the date on which such amounts would otherwise escheat or become the property of any Government Authority, will become the property of the Resulting Issuer, free and clear of all claims or interest of any Person previously entitled thereto.

2.6 RESULTING ISSUER.

Digital will, upon completion of the Business Combination, be known as Planet Based Foods Global Inc. (the "**Resulting Issuer**"), and the following will be the directors (the "**Resulting Issuer Directors**") and officers (the "**Resulting Issuer Officers**") of the Resulting Issuer immediately following the completion of the Merger:

Directors

Braelyn Davis, Theodore Cash Llewellyn, Scott Keeney, James Harris and Rob Dzisiak

Officers

Name	**Title**
Braelyn Davis	President/CEO
Theodore Cash Llewellyn	COO
Robert Davis	Chief Innovation Officer
Blake Aaron	CFO

2.7 MERGED CORPORATION.

(a) At the Effective Time, and by virtue of the Merger, the articles of incorporation of Mergeco shall be amended and restated in its entirety in a form to be agreed by the Parties prior to Closing, until thereafter amended in accordance with the provisions thereof and California Law.

(b) At the Effective Time, and by virtue of the Merger, the bylaws of Mergeco shall be amended and restated in their entirety in a form to be agreed by the Parties prior to Closing, until thereafter amended in accordance with the provisions thereof, Mergeco's articles of incorporation and California Law.

(c) At the Effective Time, the directors and officers of Subco serving in such capacity immediately prior to the Effective Time shall be the directors of the Mergeco, until their

respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal.

2.8 FRACTIONAL SHARES.

No fractional Subordinate Voting Shares will be issued or delivered pursuant to the Merger, and no fractional Multiple Voting Shares will be issued or delivered to the Principal Company Shareholders under the Exchange Agreement. For purposes of the deemed exchanges described in Section 2.4, where a Company Shareholder holds fractional shares of Company Common Stock immediately prior to the Effective Time, the aggregate number of shares of Company Common Stock held by such Company Shareholder immediately prior to the Effective Time shall be rounded up to the nearest whole share. In calculating such fractional interests, all securities of the Resulting Issuer registered in the name of, or beneficially held, by a securityholder or their nominee shall be aggregated.

2.9 DISSENTING SHARES.

(a) For purposes of this Agreement, "**Dissenting Shares**" means shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a Company Shareholder who is entitled to demand and properly demands the purchase of such shares of Company Common Stock at fair market value in accordance with Chapter 13 of the CCC, until such time as such holder fails to perfect or otherwise loses such holder's dissenters' rights under Chapter 13 of the CCC with respect thereto. Dissenting Shares shall not be deemed converted into or represent the right to receive Subordinate Voting Shares under Section 2.4 unless such Company Shareholder fails to perfect or otherwise withdraws or loses such Company Shareholder's right to dissent or become ineligible for such right to dissent, in accordance with the CCC, in which case (i) as of the occurrence of such event, such holder's Dissenting Shares shall cease to be Dissenting Shares (and the right of such holder to be paid the fair market value of such holder's Dissenting Shares upon Chapter 13 of the CCC will cease), and shall be treated as if they had been converted as of the Effective Time into the right to receive the Subordinate Voting Shares issuable in respect of such shares of Company Common Stock pursuant to Section 2.4 upon surrender of the certificate representing such shares in accordance with the terms of Section 2.4, and (ii) Digital shall deliver or cause to be delivered to such Company Shareholder certificates representing the Subordinate Voting Shares to which such holder is entitled pursuant to Sections 2.4 and 2.5.

(b) The Company shall give Digital prompt notice of (i) any written demands for appraisal of any shares of Company Common Stock prior to the Effective Time, and (ii) withdrawals of such demands. The Company shall not, without the prior written consent of Digital, make any payment for Dissenting Shares or offer to settle or settle any demands for payment for Dissenting Shares; provided, however, that the consent of Digital is not required where (i) such payment or settlement is not in excess of the Company's offer set forth in the applicable appraisal notice delivered under Chapter 13 of the CCC, or (ii) such payment is compelled by a court of competent jurisdiction.

2.10 EFFECT OF MERGER.

At the Effective Time:

(a) The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the CCC; and

(b) Without limiting the generality of the foregoing, and subject thereto, except as otherwise agreed pursuant to the terms of this Agreement, Mergeco will succeed, without other transfer, to all of the rights and property of Subco and the Company and shall be subject to all the debts and liabilities of Subco and the Company in the same manner as if Mergeco had itself incurred them.

2.11 FILING OF AGREEMENT OF MERGER.

On the Effective Date, subject to the provisions of this Agreement, the Agreement of Merger shall be duly executed by the Company and Subco and the officers' certificates of the Company and Subco required by Section 1103 of the CCC shall be duly executed by the Company and Subco, respectively. Concurrently with or as soon as practicable following the Closing (but on the Effective Date), such Agreement of Merger and officers' certificates shall be delivered to the Secretary of State of the State of California for filing. The Merger shall become effective upon the date and time of the filing of such Agreement of Merger and officers' certificates with the Secretary of State of the State of California (the "**Effective Time**").

2.12 U.S. TAX TREATMENT.

For U.S. federal income tax purposes, this Agreement is intended to constitute, and the Parties hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Each Party agrees that, for U.S. federal income tax purposes, (a) it shall treat the Merger as a tax-free reorganization within the meaning of Section 368(a) of the Code; (b) that it shall report the Merger as a "reorganization" within the meaning of Section 368(a) of the Code and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) the Company, Digital and Subco are "parties to a reorganization" within the meaning of Section 368(b) of the Code; (d) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Merger; and (e) it shall otherwise use its best efforts to cause the Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In connection with the Merger and at all times from and after the Effective Date, the Parties agree to treat Digital as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. No Party shall take any action, fail to take any action, cause any action to be taken or cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent (1) the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code, or (2) Digital from being treated as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. Each Party hereto agrees to act in good faith, consistent with the intent of the Parties and the intended U.S. federal income tax treatment of the Merger as set forth in this Section 2.12.

2.13 CANADIAN TAX ELECTION.

Digital will jointly elect with each Canadian Resident Shareholder who requests that Digital do so, in the form and within the time limits prescribed for such purposes, that the Canadian Resident Shareholder will be deemed pursuant to section 85 of the *Income Tax Act* (Canada) to have disposed of his, her or its shares of Company Common Stock at an elected amount to be determined by the Canadian Resident Shareholder. Digital shall not be responsible for the proper completion of any section 85 election form nor, except for the obligation to sign and return duly completed election forms which are received within ninety (90) days after the Effective Date, for any taxes, interest or penalties resulting from the failure of a Canadian Resident Shareholder to complete or file such election forms properly in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). In its sole discretion, Digital may choose to sign and return an election form received by it more than ninety (90) days following the Effective Date, but will have no obligation to do so.

2.14 FOREIGN PRIVATE ISSUER STATUS.

Upon completion of the Business Combination, assuming the accuracy of the representations and warranties made to the Company by various parties in connection with the Business Combination, the Parties intended that the Resulting Issuer shall be a "foreign private issuer" as defined in Rule 3b-4 promulgated under the U.S. Securities Exchange Act of 1934, as amended.

ARTICLE 3REPRESENTATIONS AND WARRANTIES OF DIGITAL AND SUBCOEach of Digital and Subco represents and warrants to and in favor of the Company as follows as of the date hereof and as of the Effective Date that the statements contained in this Article 3 are true and correct, and acknowledges that the Company is relying upon such representations and warranties in connection with entering into this Agreement and completing the transactions contemplated herein**ORGANIZATION AND GOOD STANDING.**

(a) Each of Digital and Subco is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and each is qualified to transact business and is in good standing as a foreign corporation in the jurisdictions where it is required to qualify in order to conduct its business as presently conducted, except where the failure to be so qualified would not have a Material Adverse Effect on Digital or Subco. Except for Subco, there are no other subsidiaries of Digital. Subco has no subsidiaries.

(b) Digital has the corporate power and authority to own, lease, or operate its assets and properties and to carry on its business as now conducted. Each of Digital and Subco were incorporated for the sole purpose of consummating the Business Combination, and does not own, lease, or operate any assets or properties or carry on any business.

3.2 CONSENTS, AUTHORIZATIONS, AND BINDING EFFECT.

(a) Digital and Subco may execute, deliver, and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:

(i) the implementation of the Digital Share Structure Amendment;

(ii) the approval of the Merger by Digital as sole shareholder of Subco;

(iii) the approval of the CSE for the listing of the Subordinate Voting Shares on the CSE, and for the Business Combination and other transactions contemplated hereby, as applicable;

(iv) the filing of Agreement of Merger and officers' certificates with the California Secretary of State under the CCC;

(v) the filing of the documents prescribed under the BCBCA to effect the appointment of the Resulting Issuer Directors and the Resulting Issuer Officers, the Name Change and the Share Structure Amendment;

(vi) such other consents, approvals, authorizations and waivers, which have been obtained (or will be obtained prior to the Effective Date), and are (or will be at the Effective Time) unconditional and in full force and effect and notices which have been given on a timely basis; and

(vii) those which, if not obtained or made, would not prevent or delay the consummation of the Merger or the Business Combination or otherwise prevent each of Digital and Subco from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on either Digital or Subco.

(b) Each of Digital and Subco has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Merger and the Business Combination, subject to the approval of the Subco Merger Resolution by Digital by written resolution, as sole shareholder of Subco.

(c) The board of directors of Digital has unanimously:

(i) approved the Business Combination and the execution, delivery and performance of this Agreement;

(ii) directed that the matters set out in the Digital Meeting Materials be submitted to the Digital Shareholders at the Digital Meeting, and recommended approval thereof; and

(iii) approved the execution and delivery of the Subco Merger Resolution by Digital.

(d) The board of directors of Subco has unanimously approved the Merger and the execution, delivery and performance of this Agreement, and has adopted the Agreement of Merger, recommended the Agreement of Merger to Digital as the sole shareholder of Subco, and has approved the Subco Merger Resolution.

(e) This Agreement has been duly executed and delivered by each of Digital and Subco and (assuming due authorization, execution and delivery by the Company) constitutes a legal, valid, and binding obligation of each of Digital and Subco enforceable against each of them in accordance with its terms, except:

(i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and

(ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(f) The execution, delivery, and performance of this Agreement will not:

(i) constitute a violation of the articles of incorporation or bylaws of Digital or the articles of incorporation or bylaws of Subco;

(ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under, or the loss of any material benefit under or the creation of any benefit or right of any third party under any material Contract, material permit or material license to which Digital is a party or as to which any of its property is subject, except where the occurrence of any item described in this clause (ii) would not have a Material Adverse Effect on Digital;

(iii) constitute a violation of any Law applicable or relating to Digital or its business or Subco except for such violations which would not have a Material Adverse Effect on Digital; or

(iv) result in the creation of any lien upon any of the assets of Digital.

(g) Neither Digital nor any Affiliate or Associate of Digital, nor to the Knowledge of Digital, any director or officer of Digital, beneficially owns or has the right to acquire a beneficial interest in any shares of Company Common Stock.

3.3 LITIGATION AND COMPLIANCE.

(a) There are no actions, suits, claims or proceedings, whether in equity or at Law, or any Government investigations pending or, to the Knowledge of Digital, threatened:

(i) against or affecting Digital or Subco, or with respect to or affecting any asset or property owned, leased or used by Digital; or

(ii) which question or challenge the validity of this Agreement, the Merger or the Business Combination or any action taken or to be taken pursuant to this Agreement, the Merger or the Business Combination;

(iii) nor, to the Knowledge of Digital, is there any fact or circumstance that is reasonably likely to form the basis for any such action, suit, claim, proceeding or investigation.

(b) Digital is conducting its business in compliance with, and is not in default or violation under, and has not received written notice asserting the existence of any default or violation under, any Law applicable to the business or operations of Digital, except for non-compliance, defaults, and violations which would not, in the aggregate, have a Material Adverse Effect on Digital.

(c) Neither Digital nor Subco, and no asset of Digital or Subco, is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on Digital or which is reasonably likely to prevent each of Digital and Subco from materially performing its obligations under this Agreement.

(d) Since December 31, 2019, (i) each of Digital and Subco has duly filed or made all reports and returns required to be filed by it with any Government Authority and (ii) has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Government, regulatory or otherwise) which are required in connection with the business and operations of Digital as currently conducted, except where the failure to do so has not had and will not have a Material Adverse Effect on Digital.

3.4 PUBLIC FILINGS; FINANCIAL STATEMENTS.

(a) The financial statements (including, in each case, any notes thereto) of Digital for the financial years ended December 31, 2019 and December 31, 2020 and for the six month period ended June 30, 2021 included in the Digital Securities Documents were prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present in all material respects the assets, liabilities and financial condition of Digital as of the respective dates thereof and the earnings, results of operations and changes in financial position of an for the periods then ended (subject, in the case of unaudited statements, to the absence of footnote disclosure and to customary year-end audit adjustments and to any other adjustments described therein). Except as disclosed in the Digital Securities Documents, Digital has not, since December 31, 2020, made any change in the accounting practices or policies applied in the preparation of its financial statements.

(b) Digital is not now, and on the Effective Date will not be, a "reporting issuer" under Canadian Securities Laws in the Province of British Columbia. Digital is not currently in default in any material respect of any requirement of applicable Canadian Securities Laws and Digital is not included on a list of defaulting reporting issuers maintained by the British Columbia Securities Commission.

(c) Other than as disclosed in the financial statements or in employment agreements entered into in the ordinary course, there are no contracts with Digital, on the one hand, and: (i) any officer or director of Digital; (ii) any holder of 5% or more of the equity securities of Digital; or (iii) an Associate or Affiliate of a person in (i) or (ii), on the other hand.

3.5 TAXES.

For the last three (3) years, Digital has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it prior to the date hereof, all such Tax Returns are complete and accurate in all material respects. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the financial statements of Digital. For the last three (3) years, no deficiency with respect to any unpaid Taxes has been proposed, asserted or assessed in writing by any Government against Digital. There are no actions, suits, proceedings, investigations or claims pending or, to the Knowledge of Digital, threatened against Digital in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are reasonably likely to have a Material Adverse Effect on Digital, and no extensions of the time to assess any such Taxes are outstanding or pending. For the last three (3) years, Digital has withheld from each payment made to any of its employees, officers or directors, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. There are no liens for Taxes upon any asset of Digital except liens for Taxes not yet due.

3.6 PENSION AND OTHER EMPLOYEE PLANS AND AGREEMENT.

Digital does not maintain or contribute to any Employee Plan.

The Digital Securities-Based Compensation Plans have been duly adopted by Digital. There are no securities awarded under the Digital Securities-Based Compensation Plans.

3.7 CONTRACTS.

(a) Digital and, to the Knowledge of Digital, each of the other parties thereto, is in material compliance with all covenants under any material Contract, and no default has occurred which, with notice or lapse of time or both, would directly or indirectly constitute such a default, except for such non-compliance or default under any material Contract as has not had and will not have a Material Adverse Effect on Digital.

(b) Digital is not a party to or bound by any Contract that provides for any payment as a result of the consummation of any of the matters contemplated by this Agreement that would result in Digital having liabilities for the payment of expenses to Advisers and relating to the Business Combination in excess of C$25,000, at the time of the completion of the Business Combination.

3.8 ABSENCE OF CERTAIN CHANGES.

Except as contemplated by the Business Combination and this Agreement, since December 31, 2020:

(a) there has been no Material Adverse Change in Digital;

(b) Digital has not: (i) sold, transferred, distributed, or otherwise disposed of or acquired a material amount of its assets, or agreed to do any of the foregoing, except in the ordinary

course of business; (ii) incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is likely to have a Material Adverse Effect on Digital; (iii) prior to the date hereof, made or agreed to make any material capital expenditure or commitment for additions to property, plant, or equipment; (iv) made or agreed to make any material increase in the compensation payable to any employee or director except for increases made in the ordinary course of business and consistent with presently existing policies or agreement or past practice; (v) conducted its operations other than in all material respects in the normal course of business; (vi) entered into any material transaction or material Contract, or amended or terminated any material transaction or material Contract, except transaction or Contracts entered into in the ordinary course of business; and (vii) agreed or committed to do any of the foregoing; and

(c) there has not been any declaration, setting aside or payment of any dividend with respect to Digital's share capital.

3.9 SUBSIDIARIES.

(a) All of the outstanding shares in the capital of Subco are owned of record and beneficially by Digital free and clear of all liens. Digital does not own, directly or indirectly, any equity interest of or in any entity or enterprise organized under the Laws of any domestic or foreign jurisdiction other than Subco and as otherwise disclosed in the Digital Securities Documents.

(b) All outstanding shares in the capital of, or other equity interests in, Subco have been duly authorized and are validly issued, fully paid and non-assessable.

(c) Subco was formed solely for the purpose of effecting the Merger and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby.

3.10 CAPITALIZATION.

(a) As at the date hereof, the authorized capital of Digital consists of an unlimited number of Digital Common Shares without nominal or par value, of which 8,065,150 Digital Common Shares are issued and outstanding.

(b) All issued and outstanding shares in the capital of Digital have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.

(c) there are no authorized, outstanding or existing:

(i) voting trusts or other agreements or understandings with respect to the voting of any Digital Common Shares to which Digital is a party;

(ii) securities issued by Digital that are convertible into or exchangeable for any Digital Common Shares;

(iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any Digital Common Shares or securities convertible into or exchangeable or exercisable for any such common shares, in each case granted, extended or entered into by Digital;

(iv) agreements of any kind to which Digital is party relating to the issuance or sale of any Digital Common Shares, or any securities convertible into or exchangeable or exercisable for any Digital Common Shares or requiring Digital to qualify securities of Digital for distribution by prospectus under Canadian Securities Laws; or

(v) agreements of any kind which may obligate Digital to issue or purchase any of its securities.

3.11 LICENSE AND TITLE.

Digital is the absolute legal and beneficial owner of, and has good and valid title to, all of its material property or assets (real and personal, tangible and intangible, including leasehold interests) including all the properties and assets reflected in the balance sheet forming part of Digital's financial statements for the year ended December 31, 2020, except as indicated in the notes thereto, and such properties and assets are not subject to any mortgages, liens, charges, pledges, security interests, encumbrances, claims, demands, or defect in title of any kind except as is reflected in the balance sheets forming part of such financial statements and in the notes thereto and Digital owns, possesses, or has obtained and is in compliance in all material respects with, all licenses, permits, certificates, orders, grants and other authorizations of or from any Government Authority necessary to conduct its business as currently conducted, in accordance in all material respects with applicable Laws.

3.12 INDEBTEDNESS.

As at the date of this Agreement, no indebtedness for borrowed money was owing or guaranteed by Digital or Subco.

3.13 UNDISCLOSED LIABILITIES.

There are no material liabilities of Digital or Subco of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Digital may become liable on or after the consummation of the Business Combination contemplated hereby other than:

(a) liabilities disclosed on or reflected or provided for in the most recent financial statements of Digital included in the Digital Securities Documents; and

(b) liabilities incurred in the ordinary and usual course of business of Digital and attributable to the period since December 31, 2020, none of which has had or may reasonably be expected to have a Material Adverse Effect on Digital.

3.14 DUE DILIGENCE INVESTIGATIONS.

All information relating to the business, assets, liabilities, properties, capitalization or financial condition of Digital provided by Digital or any of its Advisers to the Company is true, accurate and complete in all material respects.

3.15 BROKERS.

Other than in connection with the Private Placements, none of Digital or, to the Knowledge of Digital, its Associates, Affiliates or Advisers have retained or incurred any liability to any broker or finder in connection with the Business Combination or the other transactions contemplated hereby.

3.16 ANTI-BRIBERY LAWS.

In the last five (5) years, neither Digital nor Subco nor to the Knowledge of Digital, any director, officer, employee or consultant of the foregoing, has (i) violated any anti-bribery or anti-corruption Laws applicable to Digital or Subco, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Government Authority; or assisting any representative of Digital or Subco in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner that is reasonably likely to constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither Digital nor Subco nor to the Knowledge of Digital, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded Digital or Subco or any director, officer, employee, consultant, representative or agent of the foregoing violated such Laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Government Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

3.17 INVESTMENT COMPANY STATUS.

Digital is not an "investment company" as defined in the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.

3.18 NO BAD ACTOR DISQUALIFICATIONS.

None of Digital, any of its predecessors, any director, executive officer, or other officer of Digital participating in the Merger, any beneficial owner of 20% or more of Digital's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Digital in any capacity at the time of sale is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

3.19 SOLVENCY.

Neither Digital nor Subco is entering into the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Digital, Subco, the Company or Mergeco. Based on information available to Digital as of the date of this Agreement, immediately after giving effect to the Merger and exchange of Company Shareholders' Company Common Stock for the Subordinate Voting Shares, assuming satisfaction of the conditions to Digital's and Subco's obligation to consummate the Merger as set forth herein, Mergeco (a) as of such date will be able to pay its debts as they become due and shall own property having a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) as they become absolute and mature; and (b) shall not have, as of such date, unreasonably small capital to carry on its business. In connection with the transactions contemplated by this Agreement, neither Digital nor Subco has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

3.20 INDEPENDENT INVESTIGATION.

Digital and Subco have conducted their own independent investigation, review and analysis of the Company, and acknowledge that they have been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company for such purpose. Digital and Subco acknowledge and agree that: (a) in making their decisions to enter into this Agreement and to consummate the transactions contemplated hereby, Digital and Subco have relied solely upon their own investigation and the express representations and warranties of the Company set forth in Article 4 of this Agreement; and (b) none of the Company, or any other Person or any Person on the Company's behalf has made any representation or warranty to Digital or Subco as to the Company, or any other Person, except as expressly set forth in Article 4 of this Agreement.

3.21 NO OTHER REPRESENTATIONS AND WARRANTIES.

Except for the representations and warranties contained in this Article 3, none of Digital, Subco or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Digital or Subco.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to and in favor of Digital and Subco that the statements contained in this Article 4 are true and correct as of the date hereof and as of the Effective Date:

4.1 ORGANIZATION AND GOOD STANDING.

(a) The Company is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and is qualified to transact business and is in good standing as a foreign corporation in the jurisdictions where it is required to qualify in order to conduct its business as presently conducted, except where the failure to be so qualified would not have a Material Adverse Effect on the Company.

(b) The Company has the corporate power and authority under the Laws of the State of California to own, lease or operate its properties and to carry on its business as now conducted.

4.2 CONSENTS, AUTHORIZATIONS, AND BINDING EFFECT.

(a) The Company may execute, deliver and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:

(i) the approval of the CSE for the Business Combination and other transactions contemplated hereby;

(ii) approval of the Merger by the affirmative vote of at least a majority of the outstanding shares of Company Common Stock, voting together as a single class (the "**Required Company Shareholder Vote**");

(iii) the filing of Agreement of Merger and officers' certificates with the California Secretary of State under the CCC;

(iv) the filing of the following by Digital following the Effective Date in accordance with the requirements of the CCC: (A) the Notice of Transaction Pursuant to Corporations Code Section 25102(f) with the State of California Department of Financial Protection and Innovation and (B) the Notice of Exchange Transaction or Entity Conversion Pursuant to California Corporations Code Section 25103(h) with the State of California Department of Financial Protection and Innovation;

(v) such other consents, approvals, authorizations and waivers which have been obtained (or will be obtained prior to the Effective Date) and are (or will be at the Effective Time) unconditional, and in full force and effect, and notices which have been given on a timely basis; and

(vi) those which, if not obtained or made, would not prevent or delay the consummation of the Merger and the Business Combination or otherwise prevent the Company from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on the Company.

(b) The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Merger and the Business Combination, subject to the approval of the Company Meeting Matters by the Company Shareholders.

(c) This Agreement has been duly executed and delivered by the Company and (assuming due authorization, execution and delivery by all other Parties hereto) constitutes a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms, except:

(i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and

(ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(d) The execution, delivery, and performance of this Agreement will not:

(i) constitute a violation of the articles of incorporation and bylaws of the Company;

(ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under or the loss of any material benefit under or the creation of any benefit or right of any third party under any material Contract, material permit or material license to which the Company is a party or as to which any of its property is subject, except where the occurrence of any item described in this clause (ii) would not have a Material Adverse Effect on the Company;

(iii) constitute a violation of any Law applicable or relating to the Company or its business except for such violations which would not have a Material Adverse Effect on the Company; or

(iv) result in the creation of any lien upon any of the assets of the Company other than such liens as would not have a Material Adverse Effect on the Company.

(e) Other than pursuant to this Agreement, neither the Company nor any Affiliate or Associate of the Company nor, to the Knowledge of the Company, any director or officer of the Company beneficially owns or has the right to acquire a beneficial interest in any Digital Common Shares.

4.3 LITIGATION AND COMPLIANCE.

(a) Other than as set forth on Schedule 4.3, there are no actions, suits, claims or proceedings, whether in equity or at Law or, to the Knowledge of the Company, any Government investigations pending or threatened:

(i) against or affecting the Company or with respect to or affecting any asset or property owned, leased or used by the Company; or

(ii) which question or challenge the validity of this Agreement, or the Merger or the Business Combination, or any action taken or to be taken pursuant to this Agreement, the Merger or the Business Combination;

except for actions, suits, claims or proceedings which would not, in the aggregate, have a Material Adverse Effect on the Company. To the Knowledge of the Company, no fact or circumstance exists that is reasonably certain to form the basis for any such action, suit, claim, proceeding or investigation described in immediately preceding clauses (i) or (ii).

(b) the Company is conducting its business in compliance with, and is not in default or violation under, and has not received written notice asserting the existence of any default or violation under, any Law applicable to its business or operations, except for non-compliance, defaults and violations which would not, in the aggregate, have a Material Adverse Effect on the Company.

(c) Neither the Company, nor any asset of the Company is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on the Company or which is reasonably likely to prevent the Company from materially performing its obligations under this Agreement.

(d) In the last two (2) years, (i) the Company has duly filed or made all reports and returns required to be filed by it with any Government Authority and (ii) has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Government, regulatory or otherwise) which are required in connection with its business and operations as currently conducted, except where the failure to do so has not had and would not have a Material Adverse Effect on the Company.

4.4 FINANCIAL STATEMENTS.

(a) The balance sheet of the Company as at December 31, 2019 and as at December 31, 2020 and the related statements of income for the years then ended (the "**Annual Financial Statements**"), and the balance sheet of the Company as at June 30, 2021, and the related statement of income for the six-month period then ended (the "**Interim Financial Statements**", and together with the Annual Financial Statements, collectively, the "**Financial Statements**"), were each prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes. The Financial Statements fairly present in all material respects the consolidated assets, liabilities and financial condition of the Company as of the respective dates thereof and the

consolidated earnings, results of operations and changes in financial position of the Company for the periods then ended, all in accordance with GAAP.

(b) Other than as disclosed in the financial statements or in employment agreements entered into in the ordinary course, there are no contracts with the Company, on the one hand, and: (i) any officer or director of the Company; (ii) any holder of 5% or more of the equity securities of the Company; or (iii) an Associate or Affiliate of a person in (i) or (ii), on the other hand.

4.5 TAXES.

For the last three (3) years, the Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it prior to the date hereof, all such Tax Returns are complete and accurate in all material respects. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the financial statements of the Company. In the last three (3) years, no deficiency with respect to any unpaid Taxes has been proposed, asserted or assessed in writing by any Government against the Company. There are no actions, suits, proceedings, investigations or claims pending or, to the Knowledge of the Company, threatened against the Company in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are reasonably likely to have a Material Adverse Effect on the Company, and no extensions of the time to assess any such Taxes are outstanding or pending. In the last three (3) years, the Company has withheld from each payment made to any of its employees, officers or directors, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. There are no liens for Taxes upon any asset of the Company except liens for Taxes not yet due.

4.6 BROKERS.

Other than in connection with the Private Placements, neither the Company nor to the Knowledge of the Company any of its Associates, Affiliates or Advisors have retained or incurred any liability to any broker or finder in connection with the Business Combination or the other transactions contemplated hereby.

4.7 ANTI-BRIBERY LAWS.

In the last five (5) years, neither the Company nor to the Knowledge of the Company, any director, officer, employee or consultant of the Company, has (i) violated any anti-bribery or anti-corruption Laws applicable to the Company, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a

Government Official to influence or affect any act or decision of any Government Authority; or assisting any representative of the Company in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner that is reasonably likely to constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor to the Knowledge of the Company, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Company or any director, officer, employee, consultant, representative or agent of the foregoing violated such Laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Government Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

4.8 SUBSIDIARIES.

The Company has no subsidiaries.

4.9 CAPITALIZATION.

(a) As at the date hereof, the authorized capital of the Company consists of 1,000 shares of Company Common Stock, of which 1,000 shares of Company Common Stock are issued and outstanding. After the filing of the Certificate of Amendment and prior to the Closing, the authorized capital of the Company will consist of 25,000,000 shares of Company Common Stock, of which 23,616,778 shares of Company Common Stock will be issued and outstanding at the Effective Time.

(b) All issued and outstanding shares in the capital of the Company have been duly authorized and are validly issued, fully paid non-assessable and free of pre-emptive rights.

(c) There are no authorized, outstanding or existing:

(i) voting trusts or other agreements or understandings with respect to the voting of any shares of Company Common Stock to which the Company is a party (other than the Company Shareholders Agreement);

(ii) securities issued by the Company that are convertible into or exchangeable shares of Company Common Stock (other than the Company Notes);

(iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any shares of Company Common Stock or securities convertible into or exchangeable or exercisable for any such shares of Company Common Stock, in each case granted, extended or entered into by the Company;

(iv) agreements of any kind to which the Company is party relating to the issuance or sale of any shares of Company Common Stock, or any securities convertible into or exchangeable or exercisable for any shares of Company Common Stock or requiring the

Company to register securities of the Company under the U.S. Securities Act or any applicable state securities Laws; or

(v) agreements of any kind which may obligate the Company to issue or purchase any of its securities.

4.10 INVESTMENT COMPANY STATUS.

The Company is not an "investment company" pursuant to the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.

4.11 EXEMPTION FROM REGISTRATION.

The Company understands that it is the intention of the Parties that the Resulting Issuer Shares to be issued pursuant to the Business Combination be exempt from the registration requirements of the U.S. Securities Act and all applicable state securities laws pursuant to (i) Rule 506(b) of Regulation D under the U.S. Securities Act for the issuance of Resulting Issuer Shares to Persons in the United States, and (ii) pursuant to Regulation S under the U.S. Securities Act for the issuance of Resulting Issuer Shares to Persons outside the United States. The Company has informed each Company Shareholder that the Resulting Issuer Shares have not been and will not be registered under the U.S. Securities Act and all applicable state securities laws, and that the Resulting Issuer Shares issued to Persons in the United States will be "restricted securities" as such term is defined in Rule 144(a)(3) under the U.S. Securities Act. The Company has determined that each such Company Shareholder (i) alone, or with the assistance of the Company Shareholder's professional advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Resulting Issuer Shares and is able, without impairing such Company Shareholder's financial condition, to hold such Resulting Issuer Shares for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment, and (ii) has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management and has had access to such additional information, if any, concerning the Company, Digital and the Resulting Issuer as it has considered necessary in connection with its investment decision to acquire the Resulting Issuer Shares. The Company has not offered or sold the Resulting Issuer Shares by any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

4.12 TITLE TO ASSETS.

The Company has good and valid title to, or a valid leasehold or license interest in, all of the property and assets owned or used in the business of the Company (as currently conducted and as planned to be conducted in the future) that is material to the conduct of its business (as currently conducted and as planned to be conducted in the future) free and clear of any mortgage, lien, charge, encumbrance, security interest except with respect to assets disposed of in the ordinary course of business since the date of the Interim Financial Statement.

4.13 NO BAD ACTOR DISQUALIFICATIONS.

None of the Company, any of its predecessors, any director, executive officer, or other officer of the Company participating in the Merger, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

4.14 NO OTHER REPRESENTATIONS AND WARRANTIES; UNITED STATES FEDERAL LAWS.

Except for the representations and warranties contained in this Article 4, neither the Company nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company.

ARTICLE 5
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 NO SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations and warranties made by the Parties and contained in this Agreement shall not survive the Effective Date.

ARTICLE 6
COVENANTS OF THE COMPANY

The Company hereby covenants and agrees with Digital as follows until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

6.1 NECESSARY CONSENTS.

Each of the Company and Digital shall use its commercially reasonable efforts to obtain from their respective directors, shareholders and all federal, state or other governmental or administrative bodies, such approvals or consents as are required to complete the transactions contemplated herein.

6.2 ORDINARY COURSE OPERATIONS.

(a) Until the earlier of Effective Time or the termination of this Agreement pursuant Article 9 of this Agreement, the Company shall not, enter into any contract in respect of its business or assets, other than in the ordinary course of business, or as otherwise contemplated by this Agreement, including, without limitation, in respect of the Private Placements, and the Company shall continue to carry on its business and maintain its assets, in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination (with professional fees associated with the preparation of the Digital Meeting Materials, this Agreement and the completion of the Business Combination) and, without

limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any material transactions, including any form of debt or equity or royalty financing, shall not make or commit to make distributions, dividends or special bonuses, shall not repay or commit to repay any shareholders' loans, in each case without the prior written consent of Digital, acting reasonably.

(b) Until the earlier of Effective Time or the termination of this Agreement pursuant Article 9 of this Agreement, Digital shall not, enter into any contract in respect of its business or assets, other than in the ordinary course of business, or as otherwise contemplated by this Agreement including, without limitation, in respect of the Private Placements, and Digital shall continue to carry on its business and maintain its assets, in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination (with professional fees associated with the preparation of the Digital Meeting Materials, this Agreement and the completion of the Business Combination), plus disbursements and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any material transactions, including any form of debt or equity or royalty financing, shall not make or commit to make distributions, dividends or special bonuses, shall not repay or commit to repay any shareholders' loans, or enter into or renegotiate or commit to enter into or renegotiate any employment, management or consulting agreement with any person, in each case without the prior written consent of the Company, acting reasonably.

6.3 NON-SOLICITATION.

Each Party hereby covenants and agrees, from the date hereof until the earlier of the Effective Time or the termination of this Agreement pursuant to Article 9 of this Agreement, not to, directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any stockholder proposal, tender offer, or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (British Columbia) or the CCC, for securities or assets of the Party, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Business Combination, including, without limitation, allowing access to any third party (other than its Advisers) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the Party's board of directors determines, in its good faith judgement, after receiving advice from its legal Advisers, that failure to recommend such alternative transaction to the Party's shareholders would be a breach of its fiduciary duties under applicable Law. In the event the Parties or any of their respective Affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, the Party shall forthwith (in any event within one Business Day following receipt) notify the other Parties of such offer or inquiry and provide the other Parties with such details as they may request.

6.4 SHAREHOLDER COMMUNICATIONS; CONSENT OR APPROVAL.

(a) The Company shall, in accordance with the Company's articles of incorporation, the Company's bylaws and the applicable requirements of the CCC (including Section 603 and Chapter 13 of the CCC), (i) prepare an information statement accurately describing the Agreement, the Merger, the other transactions contemplated by this Agreement and the provisions of Chapter 13 of the CCC, including a notice of the availability of dissenters' rights and related disclosure required by the CCC, and the recommendation from the board of directors of the Company that the Company Shareholders vote in favor of adopting this Agreement (including all Exhibits and the Schedules) and the Merger (the "**Information Statement**"), (ii) in lieu of calling a meeting of shareholders, solicit the written consent of shareholders of the Company for the approval of the Company Meeting Matters, including the placement of the Resulting Issuer Shares in Escrow, and other matters contained in this Agreement or in the Letter of Transmittal, and (iii) cause a copy of the Information Statement to be delivered to the physical and electronic addresses (if available) on record for each shareholder of the Company who is entitled to vote upon approval of this Agreement.

(b) Notwithstanding the foregoing, prior to filing or mailing the Information Statement (or any amendment or supplement thereto), the Company (i) shall provide Digital a reasonable opportunity to review and comment on such document or response and (ii) shall include in such document or response all comments reasonably proposed by Digital.

6.5 ALL OTHER ACTION.

Each Party shall cooperate fully with the other Parties and will use all reasonable commercial efforts to assist the other Parties in their efforts to complete the Business Combination, unless such cooperation and efforts would subject the Party to unreasonable cost or liability or would be in breach of applicable Law.

ARTICLE 7
CONDITIONS TO OBLIGATIONS OF PARTIES

7.1 CONDITIONS FOR THE BENEFIT OF DIGITAL AND SUBCO.

The obligation of Digital and Subco to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by Digital and Subco:

(a) Truth of Representations and Warranties. The representations and warranties of the Company set forth in Article 4 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date of this Agreement and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date, and Digital shall have received a certificate signed on behalf of the Company by an executive officer thereof to such effect dated as of the Effective Date.

(b) Performance of Obligations. The Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by them prior to or on the Effective Date, and Digital shall have received a certificate signed on behalf of the Company by an executive officer thereof to such effect dated as of the Effective Date.

(c) No Material Adverse Change. There shall not have occurred any Material Adverse Change in the Company since the date of this Agreement.

(d) Private Placements. The Private Placements shall have been completed.

(e) Company Financial Statements. Digital shall have received the Annual Financial Statements and the Interim Financial Statements.

(f) Company Approval. The Agreement shall have been duly approved by the Required Company Shareholder Vote.

(g) Advisory Agreement. The Company shall have executed an advisory agreement with Baron Global Financial Canada Ltd.

7.2 CONDITIONS FOR THE BENEFIT OF THE COMPANY.

The obligation of the Company to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by the Company:

(a) Truth of Representations and Warranties. The representations and warranties of Digital and Subco set forth in Article 3 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date hereof and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date, and the Company shall have received certificates signed on behalf of Digital and Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.

(b) Performance of Obligations. Digital and Subco shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Digital and Subco, respectively, prior to or on the Effective Date, and the Company shall have received certificates signed on behalf of Digital and Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.

(c) No Material Adverse Change. There shall not have occurred any Material Adverse Change to any of Digital or Subco since the date of this Agreement.

(d) Company Approval. The Agreement shall have been duly approved by the Required Company Shareholder Vote.

(e) Resignations of Directors and Officers. All of the current directors and officers of Digital and Subco shall have resigned without payment by or any liability to Digital, the Company, Subco or the Resulting Issuer, and each such director and officer shall have executed and delivered a release in favor of Digital, Subco, the Company and the Resulting Issuer, in a form acceptable to Digital and the Company, each acting reasonably.

(f) Share Structure Amendment. The Company shall be satisfied in its sole discretion that, immediately prior to the Effective Time, Digital shall have implemented the Share Structure Amendment.

(g) Digital and Subco Approval. The Agreement shall have been duly approved by the directors of Digital and the Subco Merger Resolution.

7.3 MUTUAL CONDITIONS.

The obligations of Digital, Subco, and the Company to complete the Business Combination are subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived only with the consent in writing of Digital and the Company:

(a) Amended Articles; Company Notes. Prior to the Effective Time, (i) the Company shall have filed the Certificate of Amendment; and (ii) the principal amount of the Company Notes plus all accrued interest shall have been converted into a maximum of 3,616,778 shares of Company Common Stock.

(b) Consents and Approvals. All consents, waivers, permits, exemptions, orders and approvals required to permit the completion of the Business Combination, the failure of which to obtain could reasonably be expected to have a Material Adverse Effect on the Company or Digital or materially impede the completion of the Business Combination, shall have been obtained.

(c) No Proceedings. There shall not be pending or threatened any suit, action or proceeding by any Government Entity, before any court or Government Authority, agency or tribunal, domestic or foreign, that has a significant likelihood of success, seeking to restrain or prohibit the consummation of the Business Combination or any of the other transactions contemplated by this Agreement or seeking to obtain from Digital or Subco any damages that are material in relation to Digital or Subco.

(d) No Cease Trade Order. On the Effective Date, no cease trade order or similar restraining order of any other securities administrator relating to the Digital Common Shares, the Subordinate Voting Shares, the Multiple Voting Shares, or the shares of Company Common Stock shall be in effect.

(e) No Registration Required. The Parties shall be satisfied that the exchange of Company Common Stock for shares of Subordinate Voting Shares shall be exempt from registration under all applicable United States federal and state securities Laws.

(f) Canadian Prospectus and Registration Exemption. The distribution of shares of Company Common Stock and Subordinate Voting Shares pursuant to the Business

Combination shall be exempt from the prospectus and registration requirements of applicable Canadian Securities Law either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian Securities Laws and shall not be subject to resale restrictions under applicable Canadian Securities Laws (other than as applicable to control persons) or pursuant to section 2.6 of National Instrument 45-102 – Resale of Securities of the Canadian Securities Administrators).

(g) No Termination. This Agreement shall not have been terminated in accordance with its terms.

ARTICLE 8
CLOSING

8.1 TIME OF CLOSING.

The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by email (in PDF format) or other electronic exchange of signature pages to the respective legal counsel for the Parties to the requisite documents, duly executed where required, delivered upon actual confirmed receipt, with originals delivered following the Closing (the "**Effective Date**"), which shall be no later than the third Business Day, or such other time and date as the Parties may agree, after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions).

8.2 COMPANY CLOSING DOCUMENTS.

On the Effective Date, the Company shall deliver to Digital the following documents (the "**Company Closing Documents**"):

(a) a certified copy of the resolutions of the directors approving and authorizing the transactions herein contemplated and evidence that the Required Company Shareholder Vote has been obtained;

(b) agreement in writing terminating the Company Shareholders Agreement;

(c) a certified copy of the organizational documents of the Company from the California Secretary of State;

(d) a good standing certificate with respect to the Company from the California Secretary of State and the Franchise Tax Board of California dated no earlier than five (5) Business Days prior to the Effective Date;

(e) certificate(s) of an executive officer of the Company confirming those matters set forth in Sections 7.1(a) and 7.1(b);

(f) the executed advisory agreement with Baron Global Financial Canada Ltd;

(g) executed management agreements with Theodore Llewellyn and Braelyn Davis;

(h) a properly executed Foreign Investment in Real Property Tax Act of 1980 "FIRPTA" Notification Letter, in form and substance satisfactory to Digital, which states that shares of Company Common Stock do not constitute "United States real property interests" under Section 897(c) of the Code, for purposes of satisfying Digital's obligations under Treasury Regulation Section 1.1445-2(c)(3); and

(i) executed Exchange Agreements by and between Mergeco and each of Theodore Cash Llewellyn and Braelyn Davis for the Multiple Voting Shares.

8.3 DIGITAL CLOSING DOCUMENTS.

On the Effective Date, Digital shall deliver to the Company the following documents (the "**Digital Closing Documents**"):

(a) certificates in the respective names of the holders of the shares of Company Common Stock representing (or confirmation of electronic registration of) the Resulting Issuer Shares issuable to such holders pursuant to the Merger (such certificates or electronic registration to be registered and prepared in accordance with a written direction to be provided by the Company prior to the Effective Time);

(b) a certified copy of the resolutions of the directors of Digital and Subco, approving and authorizing the transactions, the Subco Merger Resolutions and a certified copy of the resolutions of Digital Shareholders approving the Digital Meeting Matters;

(c) a certified copy of the constating or organizational documents of each of Digital and Subco from their applicable regulators in the jurisdiction of organization;

(d) a good standing certificate for each of Digital and Subco from their applicable regulators in the jurisdiction of organization (including in the case of Subco, the Secretary of State of the State of California and the Franchise Tax Board of California) dated no earlier than five (5) Business Cays prior to the Effective Date;

(e) certificate(s) of an executive officer of Digital and Subco confirming those matters set forth in Sections 7.2(a) and 7.2(b);

(f) the Agreement of Merger duly signed by Subco and an officers' certificate signed by the applicable officers of Subco; and

(g) executed Exchange Agreements by and between Mergeco and each of Theodore Cash Llewellyn and Braelyn Davis for the Multiple Voting Shares.

ARTICLE 9
TERMINATION

9.1 TERMINATION.

This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the Subco Merger Resolution by Digital or the matters set out in the Digital Meeting Materials by the Digital Shareholders or any other matters presented in connection with the Business Combination:

(a) by written agreement of the Parties to terminate this Agreement;

(b) by Digital or the Company, by written notice to the other, if the Closing shall not have occurred on or before 11:59 Pacific Time on December 31, 2021, or such other date and time that Digital and the Company may agree upon in writing (the "**Termination Date**"); provided that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party hereto whose breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date;

(c) by Digital or the Company if there has been a breach of any of the representations, warranties, covenants and agreements on the part of the other Party (the "**Breaching Party**") set forth in this Agreement, which breach has or is likely to result in the failure of the conditions set forth in Article 7, as the case may be, to be satisfied and in each case has not been cured within ten (10) Business Days following receipt by the Breaching Party of written notice of such breach from the non-breaching Party (the "**Non-Breaching Party**"); or

(d) by any Party if any permanent order, decree, ruling or other action of a court or other competent authority restraining, enjoining or otherwise preventing the consummation of the Business Combination shall have become final and non-appealable.

9.2 EFFECT OF TERMINATION.

Each Party's right of termination under this Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 9 shall limit or affect any other rights or causes of action any Party may have with respect to the representations, warranties and covenants in its favor contained in this Agreement.

ARTICLE 10
GENERAL

10.1 FURTHER ACTIONS.

From time to time, as and when requested by any Party, the other Parties shall execute and deliver, and use all commercially reasonable efforts to cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably requested in order to:

(a) carry out the intent and purposes of this Agreement;

(b) effect the Merger and the Business Combination (or to evidence the foregoing); and

(c) consummate and give effect to the other transactions, covenants and agreements contemplated by this Agreement.

10.2 INDEMNIFICATION OF OFFICERS AND DIRECTORS.

(a) From and after the Effective Time, Digital shall cause Mergeco to fulfill and honor in all respects the obligations of the Company pursuant to any indemnification provisions under the organizational documents of the Company as in effect on the date of this Agreement (the Persons entitled to be indemnified pursuant to such provisions, and all other current and former directors and officers of the Company, being referred to collectively as the "**D&O Indemnified Parties**"). Digital shall cause the organizational documents of Subco and Mergeco to contain provisions with respect to indemnification and exculpation from liability that are substantially similar to those set forth in the organizational documents on the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years after the Effective Time in any manner that could adversely affect the rights thereunder of any D&O Indemnified Party, provided that, in the event a notice of any claim for indemnification under this Section 10.2(a) has been validly delivered prior to the expiration of such survival period, all such rights to indemnification in respect of any claim or claims shall continue until final disposition of such claim or claims.

(b) This Section 10.2 shall survive the consummation of the Merger and the Effective Time, is intended to benefit and may be enforced by the Company, Digital, Mergeco and the D&O Indemnified Parties, and shall be binding on all successors and assigns of Digital and Mergeco.

10.3 PERFORMANCE OF OBLIGATIONS.

Digital hereby unconditionally and irrevocably guarantees the due and punctual performance by Subco of each and every covenant and obligation of Subco arising under the Merger. Digital hereby agrees that the Company shall not have to proceed first against Subco before exercising its rights under this guarantee against Digital.

10.4 ENTIRE AGREEMENT.

This Agreement, which includes the Schedules hereto and the other documents, agreements, and instruments executed and delivered pursuant to or in connection with this Agreement, contains the entire Agreement between the Parties with respect to matters dealt within herein and, except as expressly provided herein, supersedes all prior arrangements or understandings with respect thereto, including the Letter of Intent.

10.5 DESCRIPTIVE HEADINGS.

The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10.6 NOTICES.

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by electronic mail, nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows:

in the case of notice to Digital or Subco:

Digital Buyer Technologies Corp.
Suite 2250 – 1055 West Hasting Street
Vancouver, BC V6E 2E9
Attention: David Eaton
Email: david.eaton@baringroupintl.com

with copies to:

Nauth LPC
217 Queen Street West, Suite 401
Toronto, ON M5V 0R2
Attention: Daniel Nauth
Email: dnauth@nauth.com

Forooghian + Company Law Corporation
353 Water Street, Suite 401
Vancouver, BC V6B 1B8
Attention: Farzad Forooghian
Email: farzad@forooghianlaw.com

in the case of notice to the Company:

Planet Based Foods, Inc.
2869 Historic Decatur Rd.
San Diego, CA 92106
Attention: Braelyn Davis, President
Email: braelyn@planetbasedfoods.com

with copies to:

Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282
Attention: Eric Goodman
Email: Eric.Goodman@icemiller.com

Buttonwood Law Corporation
Suite 1510-789 West Pender Street
Vancouver, B.C. V6C 1H2
Attention: Mouane Sengsavang
Email: mouane@buttonwoodlaw.com

Any such notices or communications shall be deemed to have been received: (i) if delivered personally or sent by nationally recognized overnight courier or by electronic mail, on the date of such delivery; or (ii) if sent by registered or certified mail, on the third Business Day following the date on which such mailing was postmarked. Any Party may by notice change the address to which notices or other communications to it are to be delivered or mailed.

10.7 NO THIRD PARTY BENEFICIARIES.

Except as expressly set forth in Section 10.2, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.8 GOVERNING LAW; JURISDICTION.

This Agreement, and any and all claims or causes of action that arise out of or relate to this Agreement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California without giving effect to the conflict of law principles therein (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Any action or proceeding brought by any party against another party arising out of or related to this Agreement shall be brought exclusively in a state or federal court of competent subject matter jurisdiction located in the County of San Diego, State of California, and each of the Parties consents to the personal jurisdiction and venue of those courts; provided, however, that nothing herein shall be considered a waiver of diversity jurisdiction in the federal court.

10.9 SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, provided that this Agreement shall not be assignable otherwise than by operation of Law by any Party without the prior written consent of the other Parties, and any purported assignment by any Party without the prior written consent of the other Parties shall be void.

10.10 PUBLIC DISCLOSURE AND CONFIDENTIAL INFORMATION.

The Parties agree that no disclosure or announcement, public or otherwise, in respect of the Business Combination, this Agreement or the transactions contemplated herein shall be made by any Party or its Advisers without the prior agreement of the other Parties as to timing, content and method, hereto, provided that the obligations herein will not prevent any Party from making,

after consultation with the other Parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the CSE. If any of Digital, the Company, or Subco is required by applicable Law or regulatory instrument, rule or policy to make a public announcement with respect to the Business Combination, such Party hereto will provide as much notice to the other of them as reasonably possible, including the proposed text of the announcement.

Except as and only to the extent required by applicable Law, the Receiving Party will not disclose or use, and it will cause its Advisers not to disclose or use, any Confidential Information furnished by a Disclosing Party or its Advisers to the Receiving Party or its Advisers at any time or in any manner, other than for the purposes of evaluating the Business Combination.

10.11 EXPENSES.

Each of the Parties hereto shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date hereof and all legal and accounting fees and disbursements relating to preparing this Agreement or otherwise relating to the transactions contemplated herein.

10.12 REMEDIES.

The Parties acknowledge that an award of money damages may be inadequate for any breach of the obligations undertaken by the Parties and that the Parties shall be entitled to seek equitable relief, in addition to remedies at Law. In the event of any action to enforce the provisions of this Agreement, each of the Parties waive the defense that there is an adequate remedy at Law. Without limiting any remedies any Party may otherwise have, in the event any Party refuses to perform its obligations under this Agreement, the other Party shall have, in addition to any other remedy at Law or in equity, the right to specific performance.

10.13 CERTAIN MATTERS REGARDING LEGAL REPRESENTATION.

(a) Acquisition Engagement. Only the Company shall be considered a client of Ice Miller LLP, Sklar Kirsh, LLP and Buttonwood Law Corporation (collectively, "**Company Counsel**") in the engagement for the Merger and the Business Combination. Digital agrees, on behalf of itself and Subco, and, after the Closing, on behalf of Mergeco, that all legal communications occurring prior to the Closing in any form or format whatsoever between or among any Company Counsel, on the one hand, and the Company, or any of their respective Representatives, on the other hand, that would be privileged attorney-client communications under applicable Law and that relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement shall be deemed to be the "**Merger Privileged Communications**" hereunder and that such Merger Privileged Communications and the expectation of client confidence relating thereto belong solely to the Company and with respect to the Company shall pass to the Company Shareholders at and after the Closing, shall be controlled by the Principal Company Shareholders on behalf of the Company Shareholders after the Closing, and shall not pass to or be claimed by Digital or Subco or (after the Closing) remain with or be claimed by Mergeco. Accordingly, Digital shall not have access to any files of any Company Counsel relating to the Merger and the Business Combination. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Company

Shareholders (acting through the Principal Company Shareholders) and each Company Counsel shall be the sole holders of the attorney-client privilege with respect to the Merger and Business Combination, and neither Mergeco nor Digital or Subco shall be a holder thereof, (ii) to the extent that files of any Company Counsel in respect of the Merger and Business Combination constitute property of the client, only the Company Shareholders (acting through the Principal Company Shareholders) shall hold such property rights, (iii) No Company Counsel shall have any duty whatsoever to reveal or disclose any such files or Merger Privileged Communications to Mergeco or Digital or Subco by reason of any attorney-client relationship between any Company Counsel and the Company or otherwise; (iv) if a dispute arises between Digital, Subco or Mergeco, on the one hand, and a third party, on the other hand, then Digital or Mergeco may assert the attorney-client privilege to prevent the disclosure of the Merger Privileged Communications to such third party; *provided, however*, that neither Digital nor Mergeco may waive such privilege without the prior written consent of the Principal Company Shareholders; and (v) if either Digital or Mergeco is legally required by governmental order or otherwise to access or obtain a copy of all or a portion of the Merger Privileged Communications, then Digital shall promptly (and, in any event, within twenty-four (24) hours) notify the Principal Company Shareholders in writing (including by making specific reference to this Section 10.13(a)) so that the Principal Company Shareholders can seek a protective order and Digital agrees to use (and to cause Mergeco to use) commercially reasonable efforts to assist therewith.

(b) Post-Closing Representation of the Principal Company Shareholders. If any Principal Company Shareholder so desires, and without the need for any consent or waiver by any of Mergeco or Digital, each Company Counsel shall be permitted to represent such Principal Company Shareholder, as the case may be, after the Closing in connection with any matter, including anything related to the transactions contemplated by this Agreement or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, each Company Counsel shall be permitted to represent the Principal Company Shareholders or any of their Affiliates, or any of their respective Representatives, or any one or more of them, in connection with any matter whatsoever, including any negotiation, transaction or dispute ("dispute" includes litigation, arbitration, administrative proceeding, mediation, negotiation or other adversary Proceeding) with Digital, Mergeco or their respective Subsidiaries or any of their agents or Affiliates under or relating to this Agreement or any other document required under or related to this Agreement.

(c) Consent and Waiver of Conflicts of Interest. The Company and Digital (on behalf of itself and its Subsidiaries (including Mergeco following the Closing)) consents to the arrangements in this Section 10.13 and waives any actual or potential conflict of interest that may be involved in connection with any representation by each Company Counsel permitted hereunder.

10.14 WAIVERS AND AMENDMENTS.

Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

10.15 ILLEGALITIES.

In the event that any provision contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not, at the election of the Party for whose benefit the provision exists, be in any way impaired.

10.16 CURRENCY.

Except as otherwise set forth herein, all references to amounts of money in this Agreement are to Canadian Dollars, unless otherwise noted.

10.17 COUNTERPARTS.

This Agreement may be executed in any number of counterparts by original or facsimile signature, each of which will be an original as regards any Party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all the Parties reflected hereon as signatories. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement.

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

DIGITAL BUYER TECHNOLOGIES CORP.

By: [redacted] (signed) "David Eaton"
Name: David Eaton
Title: CEO

DBT (USA) CORP.

By: [redacted] (signed) "David Eaton"
Name: David Eaton
Title: President and CEO

PLANET BASED FOODS INC.

By: [redacted] (signed) "Braelyn Davis"
Name: Braelyn Davis
Title: President

By: [redacted] (signed) "Theodore Cash Llewellyn"
Name: Theodore Cash Llewellyn
Title: Secretary

Schedule 1

COMPANY SHAREHOLDERS

	Name	Shares of Company Common Stock Held Prior to Merger	Subordinate Voting Shares to be Received at the Effective Time
1.	Robert Charles Davis	3,000,000	3,000,000
2.	Braelyn Davis	4,000,000	4,000,000
3.	Theodore Cash Llewellyn	4,000,000	4,000,000
[redacted]			
5.	Dana Biondi	3,000,000	3,000,000
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			

[redacted]			
15.	Scott Keeney	1,000,000	1,000,000
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
[redacted]			
	TOTAL:	**23,616,778**	**23,616,778**

Schedule 2

TERMS OF SUBORDINATE VOTING SHARES

(1) An unlimited number of Subordinate Voting Shares, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights**. Holders of Subordinate Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting holders of Subordinate Voting Shares shall be entitled to one vote in respect of each Subordinate Voting Share held.

(b) **Alteration to Rights of Subordinate Voting Shares**. As long as any Subordinate Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Subordinate Voting Shares.

(c) **Dividends**. Holders of Subordinate Voting Shares shall be entitled to receive as and when declared by the directors, dividends in cash or property of the Corporation. No dividend will be declared or paid on the Subordinate Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Multiple Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up**. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares shall, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Subordinate Voting Shares be entitled to participate ratably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

(e) **Rights to Subscribe; Pre-Emptive Rights**. The holders of Subordinate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(f) **Subdivision or Consolidation**. No subdivision or consolidation of the Subordinate Voting Shares or Multiple Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares and Multiple Voting Shares are subdivided or consolidated in the same manner or such other adjustment is made so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

Schedule 3

TERMS OF MULTIPLE VOTING SHARES

(1) An unlimited number of Multiple Voting Shares, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights**. Holders of Multiple Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting, holders of Multiple Voting Shares will be entitled to one vote in respect of each Subordinate Voting Share into which such Multiple Voting Share could ultimately then be converted, which for greater certainty, shall initially equal 2 votes per Multiple Voting Share.

(b) **Alteration to Rights of Multiple Voting Shares**. As long as any Multiple Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Multiple Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Multiple Voting Shares. Consent of the holders of a majority of the outstanding Multiple Voting Shares shall be required for any action that authorizes or creates shares of any class having preferences superior to or on a parity with the Multiple Voting Shares. In connection with the exercise of the voting rights contained in this paragraph (b) each holder of Multiple Voting Shares will have one vote in respect of each Multiple Voting Share held.

(c) **Dividends**. The holder of Multiple Voting Shares shall have the right to receive dividends, out of any cash or other assets legally available therefor, pari passu (on an as converted basis, assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the Conversion Ratio) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares. No dividend will be declared or paid on the Multiple Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up**. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Multiple Voting Shares will, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Multiple Voting Shares, be entitled to participate ratably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

(f) **Rights to Subscribe; Pre-Emptive Rights**. The holders of Multiple Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(g) **Conversion**. Subject to the Conversion Restrictions set forth in this section (g), holders of Multiple Voting Shares Holders shall have conversion rights as follows (the "**Conversion Rights**"):

(i) **Right to Convert**. Each Multiple Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such shares, into fully paid and non-assessable Subordinate Voting Shares as is determined by multiplying the number of Multiple Voting Shares by the Conversion Ratio applicable to such share, determined as hereafter provided, in effect on the date the Multiple Voting Share is surrendered for conversion. The initial "**Conversion Ratio**" for shares of Multiple Voting Shares shall be two (2) Subordinate Voting Shares for each Multiple Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth in subsections (vii) and (viii).

(ii) **Conversion Limitations**. Before any holder of Multiple Voting Shares shall be entitled to convert the same into Subordinate Voting Shares, the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine if any Conversion Limitation set forth in Section (g)(iii) shall apply to the conversion of Multiple Voting Shares.

(iii) **Foreign Private Issuer Protection Limitation**. The Corporation will use commercially reasonable efforts to maintain its status as a "foreign private issuer" (as determined in accordance with Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). Accordingly, the Corporation shall not affect any conversion of Multiple Voting Shares, and the holders of Multiple Voting Shares shall not have the right to convert any portion of the Multiple Voting Shares, pursuant to Section (g) or otherwise, to the extent that after giving effect to all permitted issuances after such conversions of Multiple Voting Shares, the aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act ("**U.S. Residents**")) would exceed forty percent (40%) (the "**40% Threshold**") of the aggregate number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding after giving effect to such conversions (the "**FPI Protective Restriction**"). The Board may by resolution increase the 40% Threshold to an amount not to exceed 50% and in the event of any such increase all references to the 40% Threshold herein, shall refer instead to the amended threshold set by such resolution.

Conversion Limitations. In order to effect the FPI Protection Restriction, each holder of Multiple Voting Shares will be subject to the 40% Threshold based on the number of Multiple Voting Shares held by such holder as of the date of the initial issuance of the Multiple Voting Shares and thereafter at the end of each of the Corporation's subsequent fiscal quarters (each, a "**Determination Date**"), calculated as follows:

$X = [(A \times 0.4) - B] \times (C/D)$

Where on the Determination Date:

X = Maximum Number of Subordinate Voting Shares Available For Issue upon Conversion of Multiple Voting Shares by a holder.

A = The Number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Multiple Voting Shares held by holder on the Determination Date.

D = Aggregate number of all Multiple Voting Shares on the Determination Date.

For purposes of this subsection (g)(iii), the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine as of each Determination Date: (A) the 40% Threshold and (B) the FPI Protective Restriction. Within thirty (30) days of the end of each Determination Date (a "**Notice of Conversion Limitation**"), the Corporation will provide each holder of record a notice of the FPI Protection Restriction and the impact the FPI Protective Provision has on the ability of each holder to exercise the right to convert Multiple Voting Shares held by the holder. To the extent that requests for conversion of Multiple Voting Shares subject to the FPI Protection Restriction would result in the 40% Threshold being exceeded, the number of such Multiple Voting Shares eligible for conversion held by a particular holder shall be prorated relative to the number of Multiple Voting Shares submitted for conversion. To the extent that the FPI Protective Restriction contained in this Section (g) applies, the determination of whether Multiple Voting Shares are convertible shall be in the sole discretion of the Corporation.

(iv) **Mandatory Conversion**. Notwithstanding subsection (g)(iv), the Corporation may require each holder of Multiple Voting Shares to convert all, and not less than all, the Multiple Voting Shares at the applicable Conversion Ratio (a "**Mandatory Conversion**") if at any time all the following conditions are satisfied (or otherwise waived by special resolution of holders of Multiple Voting Shares):

(A) the Subordinate Voting Shares issuable upon conversion of all the Multiple Voting Shares are registered for resale and may be sold by the holder thereof pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**");

(B) the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act; and

(C) the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or by way of reverse takeover transaction on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian

Securities Exchange or Aequitas NEO Exchange (or any other stock exchange recognized as such by the Ontario Securities Commission).

The Corporation will issue or cause its transfer agent to issue each holder of Multiple Voting Shares of record a Mandatory Conversion notice at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Multiple Voting Shares are convertible and (ii) the address of record for such older. On the record date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each holder of record on the Mandatory Conversion Date certificates representing the number of Subordinate Voting Shares into which the Multiple Voting Shares are so converted and each certificate representing the Multiple Voting Shares shall be null and void.

(v) **Disputes**. In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Multiple Voting Shares, the Corporation shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section(g)(xii).

(vii) **Mechanics of Conversion**. Before any holder of Multiple Voting Shares shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Subordinate Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Subordinate Voting Shares are to be issued (each, a "**Conversion Notice**"). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Subordinate Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Multiple Voting Shares to be converted, and the person or persons entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date.

(viii) **Adjustments for Distributions**. In the event the Corporation shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Conversion Ratio (a "**Distribution**"), then, in each such case for the purpose of this subsection (g)(vii), the holders of Multiple Voting Shares shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Multiple Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.

(ix) **Recapitalizations; Stock Splits**. If at any time or from time-to-time, the Corporation shall (i) effect a recapitalization of the Subordinate Voting Shares; (ii) issue Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting

Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action (each, a "**Recapitalization**"), provision shall be made so that the holders of Multiple Voting Shares shall thereafter be entitled to receive, upon conversion of Multiple Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section (g) with respect to the rights of the holders of Multiple Voting Shares after the Recapitalization to the end that the provisions of this Section (g) (including adjustment of the Conversion Ratio then in effect and the number of Multiple Voting Shares issuable upon conversion of Multiple Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(x) **No Fractional Shares and Certificate as to Adjustments**. No fractional Subordinate Voting Shares shall be issued upon the conversion of any Multiple Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded up to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Multiple Voting Shares the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

(xi) **Adjustment Notice**. Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section (g), the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Multiple Voting Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Multiple Voting Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Ratio for Multiple Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Multiple Voting Share.

(xii) **Effect of Conversion**. All Multiple Voting Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "**Conversion Time**"), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion.

(xiii) **Disputes**. Any holder of Multiple Voting Shares that beneficially owns more than 5% of the issued and outstanding Multiple Voting Shares may submit a written dispute as to the determination of the conversion ratio or the arithmetic calculation of the conversion ratio of Multiple Voting Shares to Subordinate Voting Shares, the Conversion Ratio, 40% Threshold or the FPI Protective Restriction by the Corporation to the Board of Directors with the basis for the

disputed determinations or arithmetic calculations. The Corporation shall respond to the holder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the conversion ratio, the Conversion Ratio, 40% Threshold or the FPI Protective Restriction, as applicable. If the holder and the Corporation are unable to agree upon such determination or calculation of the Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable, within five (5) Business Days of such response, then the Corporation and the holder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the conversion ratio, Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(h) **Notices of Record Date**. Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Multiple Voting Shares, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.