EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

ALTRIA CLIENT SERVICES LLC,

PODA HOLDINGS, INC.

and

RYAN SELBY AND RYAN KARKAIRAN

May 13, 2022

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, is made and entered into as of May 13, 2022 by and among Altria Client Services LLC, a Virginia limited liability company ("Buyer"), Poda Holdings, Inc., a company existing under the law of the Province of British Columbia (the "Company") and Ryan Karkairan and Ryan Selby (collectively, the "Owners" and each, an "Owner"). Each of the parties named above may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company or the Owners, as applicable, exclusively own the Purchased Assets and are party to the Assumed Contracts, which constitute the Business;

WHEREAS, the Company and the Owners desire to sell the Purchased Assets and assign the Assumed Contracts to Buyer in exchange for the Purchase Price, and Buyer desires to purchase the Purchased Assets and accept the assignment of the Assumed Contracts from the Company and the Owners, as applicable, all on the terms and subject to the conditions set forth herein; and

WHEREAS, certain shareholders of the Company representing forty and fifty-two hundredths percent (40.52%) (after conversion or exercise of certain convertible securities of the Company held by such shareholders) of the votes entitled to vote have entered into Voting Agreements with Buyer, whereby such shareholders will vote in favor of the Transaction Resolution.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is hereby agreed that:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article I:

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons "acting jointly or in concert" (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) other than Buyer (or any Affiliate of Buyer) relating to: (a) any direct or indirect sale or disposition (or lease, license, royalty agreement, joint venture, long-term offtake agreement or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of (i) assets of the Company and/or one or more of its Subsidiaries (including voting or equity securities of, or securities convertible into or exercisable or exchangeable for voting or equity securities of, any of the Company's Subsidiaries) representing, individually or in the aggregate, twenty percent (20%) or more of the consolidated assets of the Company and its Subsidiaries or contributing twenty percent (20%) or more of the consolidated annual revenue of the Company and its Subsidiaries (in each case based on the consolidated annual financial statements of the Company most recently filed as part of the Company Filings prior to such time) or (ii) twenty percent (20%) or more of the voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of the Company; (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning twenty percent (20%) or more of any class of voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of (i) the Company or (ii) any of its Subsidiaries then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or

exchangeable for voting or equity securities); (c) any plan of arrangement, merger, amalgamation, consolidation, security exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company or any of its Subsidiaries resulting in such Person or group of Persons holding twenty percent (20%) or more of the consolidated assets of the Company and its Subsidiaries or contributing twenty percent (20%) or more of the consolidated revenue of the Company and its Subsidiaries (in each case based on the consolidated annual financial statements of the Company most recently filed as part of the Company Filings prior to such time); (d) any other transaction or series of transactions similar to any of the foregoing transactions involving the Company or any of its Subsidiaries; or (e) any other transaction the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by this Agreement.

"Action" means any action, Claim, suit, litigation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), arbitration, mediation, subpoena, investigation or inquiry (whether civil, criminal or administrative and whether formal or informal), assessments or reassessments (including claims, assessments and reassessments for Tax), charges, judgments, grievances, or hearings.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" (including "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Asset Purchase Agreement, together with the Exhibits attached hereto and the Company Disclosure Letter and the Owners' Disclosure Letter, as the same may be amended from time to time in accordance with the terms hereof.

"Allocation Schedule" has the meaning set forth in Section 13.4.

"Assignment and Assumption Agreement" means each of the Assignment and Assumption Agreements by and between Buyer and the Company and Buyer and the Owners, as applicable, substantially in the form of Exhibit A attached hereto.

"Assignment of Intellectual Property" means the Intellectual Property Assignment of the Company Technology between the Company and Buyer (or, at Buyer's election, Buyer's designee) and the Assignment of the Owner Technology between the Owners and Buyer (or, at Buyer's election, Buyer's designee), substantially in the form attached hereto as Exhibit B.

"Assumed Contracts" means all Contracts (including IP Licenses) set forth on Schedule 1.1(a) of the Company Disclosure Letter and the Owners' Disclosure Letter.

"Assumed Liabilities" means only those Liabilities of the Company or the Owners, as applicable, set forth below:

(a) all Liabilities arising under or relating to the Assumed Contracts on or after the Closing, but only to the extent that such Liabilities are required to be performed after Closing and do not relate to any failure to perform, improper performance, warranty, breach, default or violation by the Company or any Owner on or prior to the Closing; and

(b) all other Liabilities to the extent such Liabilities arise out of or relate to Buyer's ownership or use of the Purchased Assets after the Closing and are not an Excluded Liability.

"Bill of Sale" means each of the Bills of Sale by and between each of the Owners and the Company, as applicable, in substantially the form of Exhibit C attached hereto.

"Board" means the Board of Directors of the Company.

"Board Recommendation" has the meaning set forth in Section 6.10(a)(iii).

"Breaching Party" has the meaning set forth in Section 14.2(c).

"Business" means the business of the Company, as currently conducted or presently contemplated to be conducted, including, the manufacturing, marketing, promoting, distributing, licensing, selling, acquiring, holding, designing and developing of heat-not-burn and heat-not-burn-related products (including devices, consumables and components thereof) and related accessories, and any other inhalable products and related accessories (whether or not regulated by the U.S. Food and Drug Administration as of the date of this Agreement or thereafter), including all Technology and associated Intellectual Property therein and thereto, but not including the Excluded Business.

"Business Day" means each day other than a Saturday, Sunday or other day on which banks in New York, New York or Vancouver, British Columbia are not required by Law to be open.

"Buyer" has the meaning set forth in the Preamble of this Agreement.

"Buyer Indemnified Parties" has the meaning set forth in Section 10.2(a).

"Change in Recommendation" has the meaning set forth in Section 14.1(a)(v)(2).

[redacted] Sensitive Commercial Information

[redacted] Sensitive Commercial Information

"Claim" means any claim, demand, cause of action, chose in action, right of recovery or right of set-off, inquiry (whether civil, criminal or administrative and whether formal or informal), assessment or reassessments (including claims, assessments and reassessments for Tax) of whatever kind or description against any Person.

"Closing" means the closing of the transactions contemplated hereby to be held at the offices of McGuireWoods LLP ("McGuireWoods"), 800 East Canal Street, Richmond, Virginia 23219, at 10:00 a.m. Eastern Time or such other place, time or means (including electronically); provided, however, that the Parties intend Closing will be effected, to the extent practicable, by conference call, the electronic delivery of documents and the prior physical exchange of certificates and certain other documents and instruments to be held in escrow by outside counsel to the recipient party pending authorization by the delivering party (or its, his, her or their outside counsel) of their release at Closing.

"Closing Date" means the third (3rd) Business Day after the date on which all of the conditions set forth in Articles VIII and IX have been satisfied or waived (other than those conditions that by their terms are to be satisfied or waived at the Closing if such conditions can and will be satisfied or waived at the Closing), or such other date as may be agreed upon in writing by Buyer, the Company and the Owners.

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

"Company" has the meaning set forth in the Preamble of this Agreement.

"Company Circular" means the notice of the Shareholder Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders and other Persons as required by applicable Law in connection with the Shareholder Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"Company Disclosure Letter" means the disclosure letter dated the date of this Agreement and delivered by the Company to Buyer with this Agreement.

"Company Filings" means all documents publicly filed by or on behalf of the Company on the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities (SEDAR) on or after March 15, 2021.

"Company Indemnified Parties" has the meaning set forth in Section 10.3.

"Company's Officer's Certificate" means a certificate of an authorized officer of the Company certifying as to (a) the Organizational Documents of the Company, (b) the resolutions of the Special Committee and the Board regarding the matters contemplated by Section 3.29(a) and Section 3.29(b), respectively, and (c) a current certificate of good standing (or equivalent document) from the jurisdiction in which the Company is organized and qualified to conduct its business.

"Company Purchase Price" means $55,275,000.

"Company Shareholders" means the registered and/or beneficial owners of the Company Shares, as the context requires.

"Company Shares" means the Subordinate Voting shares without par value and the Multiple Voting shares without par value in the authorized share structure of the Company.

"Company Technology" means all Technology and associated Intellectual Property owned by or licensed to or from the Company or that is used or held for use by the Company in the Business.

"Confidential Information" means all know-how, trade secrets, and confidential or proprietary information related to the Business or Technology (including, the Company Technology and the Owner Technology), however documented and in whatever form, whether in writing, orally, electronically, optically, magnetically, or otherwise, including product specifications, bills of material, purchase orders, data, charts, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, equipment, materials, training, controls, or quality, current and anticipated customer requirements, price lists, market studies, business plans, client and customer lists and files, historical, current and projected sales, capital spending budgets and plans, strategic plans, marketing and advertising plans, and publications.

"Confidentiality Agreement" means the Mutual Confidentiality Agreement, dated August 13, 2021 between Altria Ventures Inc. and Poda Lifestyle and Wellness Ltd., the Mutual Confidentiality Agreement, dated November 11, 2021 between Altria Ventures Inc. and Ryan Karkairan and the Mutual Confidentiality Agreement, dated November 11, 2021 between Altria Ventures Inc. and Ryan Selby.

"Contracts" means any legally binding contract, agreement, indenture, note, bond, loan, lease, sublease, mortgage, license, sublicense, franchise agreement, blanket and other purchase orders, sales orders, or other legally binding commitment.

"Copyrights" means original works of authorship in any medium of expression, whether or not published, all copyrights and mask works, including all copyright in and to computer software programs, including the Software, (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions, restorations, reversions and renewals of such registrations and applications.

"Corrupt Practices Legislation" means the Foreign Corrupt Practices Act of 1977, as amended, the *Corruption of Foreign Public Officials Act* (Canada) or any or under any other Law of any relevant jurisdiction covering a similar subject matter.

"Deductible Amount" means an amount equal to $502,500.

"Defense Notice" has the meaning set forth in Section 10.4(b).

"Direct Claim" has the meaning set forth in Section 10.4(f).

"Dollars" or "$" has the meaning set forth in Section 15.12(g).

"Domain Names" means internet domain names, whether or not trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content and social media accounts.

"Effective Time" means 12:01 a.m. Eastern Time on the Closing Date.

"Employee Benefit Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (whether or not subject to ERISA), any employee welfare benefit plan, as defined in Section 3(1) of ERISA (whether or not subject to ERISA), and any other written (and to the extent it provides material compensation or benefits, unwritten) agreement, plan, program, fund, policy, contract or arrangement providing compensation, pension, retirement, savings, profit sharing, stock or share bonus, stock option, share or stock purchase, phantom or stock equivalent, bonus, short- or long-term incentive, deferred compensation, hospitalization, medical, dental, vision, vacation, life insurance, death benefit, sick pay, disability, severance, change in control, educational assistance, holiday pay, housing assistance, moving expense reimbursement or material fringe benefits to any Employee or the beneficiaries or dependents of any Employee or former employee, regardless of whether it is mandated under Law, voluntary, private, funded, unfunded, financed by the purchase of insurance, contributory or non-contributory, in each case, sponsored or maintained by the Company or any of their ERISA Affiliates, or with respect to which the Company or any of their Affiliates may have any Liability following the Closing.

"Employees" means all the individuals who are employees of the Company and are associated with the Business.

"Environmental Law" means any Law relating to (a) the control of any potential Hazardous Substance or protection of any Environmental Media or natural resource, (b) the generation, use, handling, management, treatment, storage, Release, disposal or transportation of any Hazardous Substance, or (c) human health and safety as it relates to exposures to and management of Hazardous Substances. The term "Environmental Law" also includes any Law that (a) conditions the change of control of a business, or transfer of real property or assets, upon a negative declaration or other approval of a Governmental

Authority or certified environmental consultant of condition of the Environmental Media associated with the real property or assets; or (b) requires notification or disclosure of any Release of any Hazardous Substance or other environmental condition of the Environmental Media associated with the real property to any Person, whether or not in connection with transfer of title to or interest in real property or assets.

"Environmental Media" means any air (including ambient, workplace or indoor air), soil, sediments, land surface (whether above or below water), subsurface strata, plant or animal life, natural resources, or water (including territorial, coastal and inland surface waters, groundwater, streams and water in drains, tanks or sewers), sewer, septic and waste treatment, storage and disposal systems servicing real property, buildings or structures, or any combination of the foregoing.

"Environmental Permit" has the meaning set out in Section 3.20(a).

"Equipment Holdback Amount" has the meaning set forth in Section 2.5(a).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is a member of a controlled group or affiliated service group of which the Company is a member or that is treated as a single employer with the Company under Sections 414(b), 414(c), 414(m) or 414(o) of the Code.

"Escrow Agent" means the entity designated to serve as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement by and among Buyer, the Owners and the Escrow Agent, to be executed and delivered at the Closing in substantially the form attached hereto as Exhibit F.

"Excluded Assets" means the following assets of the Company:

(a) all shares or stock and other ownership interest in the Company or any of its Subsidiaries;

(b) Contracts that are not Assumed Contracts;

(c) the corporate seals, Organizational Documents, minute books, share ledgers and registers, Tax Returns, books of account, ledgers, financial and accounting records (provided a copy of any such ledgers, financial and accounting records are made available to Buyer promptly upon Buyer's request), or other records having to do with the corporate organization of the Company, any Subsidiary of the Company or the Excluded Business;

(d) all Employee Benefit Plans and assets attributable thereto;

(e) all cash and cash equivalents of the Company or any of its Subsidiaries;

(f) any accounts receivable of the Company, any Subsidiary of the Company, or any Owner;

(g) all of the rights, Claims or causes of action of the Company or any of its Subsidiaries against third Persons to the extent they relate to the Excluded Assets or the Excluded Liabilities;

(h) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) related to the Excluded Assets or the Excluded Business; and

(i) the assets, properties and rights related to the Excluded Business and specifically set forth on Schedule 1.1(b) of the Company Disclosure Letter.

"Excluded Business" means the business of the Company or any of its Subsidiaries related to those products, services and contracts included on Schedule 1.1(b) of the Company Disclosure Letter and the Owners' Disclosure Letter.

"Excluded Liabilities" means any and all Liabilities of the Company, any Subsidiary of the Company, or any Owner other than the Assumed Liabilities, including the following:

(a) any Liability of the Company, any Subsidiary of the Company or any Owner arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other documents and transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liabilities arising out of or relating to violations or alleged violations by the Company, any Affiliates of the Company, any Owner or any partner, officer, director, manager, equityholder, employee, consultant or agent thereof acting on any of their respective behalves (as it relates to the Business) of any Corrupt Practices Legislation applicable to the Company, any Subsidiary of the Company or any Owner or their respective businesses and operations;

(c) any Liabilities arising out of or relating to violations or alleged violations by the Company, any Affiliates of the Company or any Owner of any applicable export restrictions including, sales or the transaction of business with Persons located, organized or resident in a country or territory that is subject to the economic sanctions or trade embargoes administered, imposed or enforced by the U.S. Treasury Office of Foreign Assets Control, Government of Canada or any other Governmental Authority;

(d) any Liabilities relating to or arising out of the Excluded Assets or the Excluded Business;

(e) any Liability under any Contract that is not an Assumed Contract;

(f) any Liability of the Company, any Subsidiary of the Company or any Owner arising under or in connection with any Employee Benefit Plan;

(g) any Liability of the Company, any Subsidiary of the Company or any Owner to any present or former Employees, officers, directors, retirees, independent contractors or consultants of the Company, any Subsidiary of the Company or any Owner, including any Liability associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(h) any Claims, Actions, Governmental Orders or other Liability relating to or arising out of any violation of Environmental Law or Release of any Hazardous Substance, or otherwise to the extent arising out of any actions or omissions of the Company, any Subsidiary of the Company, or any Owner;

(i) any accounts payable of the Company, any Subsidiary of the Company, or any Owner;

(j) any Liability associated with Indebtedness of the Company, any Subsidiary of the Company or the Owners;

(k) any Liability associated with existing or unresolved consumer complaints or a Recall;

(l) any Taxes of the Owners, the Company and any of the Company's Subsidiaries; and

(m) those Liabilities of the Company, the Owners or any of their Affiliates set forth on Schedule 1.1(c) of the Company Disclosure Letter and the Owners' Disclosure Letter.

"Facilities" means buildings, improvements and fixtures.

"Fairness Opinion" means the opinion of Stifel Nicolaus Canada Inc. delivered to the Special Committee to the effect that, as of the date of such opinion and based on and subject to the factors, assumptions, limitations, qualifications and other matters set forth in such opinion, the consideration to be received by the Company pursuant to this Agreement is fair, from a financial point of view, to the Company.

"Fraud" means, with respect to any party hereto, actual fraud under the common law of the Province of British Columbia.

"Fundamental Representations" means those representations and warranties contained in Section 3.1 (Organization of the Company), Section 3.2 (Authorization; Enforceability), Section 3.3(a) (No Violation or Conflict), Section 3.7 (Title to Purchased Assets), Section 3.17(g) (Residency), Section 3.18(b) (Anti-Corruption), Section 3.18(c) (OFAC), Section 3.20 (Environmental Matters), Section 3.25 (Company's Brokers' Fees), Section 4.1 (Authorization; Enforceability), Section 4.2 (No Violation or Conflict), Section 4.4 (Title to Purchased Assets), Section 4.7 (Owners' Brokers' Fees) and Section 4.9(g) (Residency).

"GAAP" means Canadian generally accepted accounting principles applicable to public companies, being IFRS.

"Governmental Authority" means any transnational, domestic or foreign federal, state, provincial, territorial, municipal or local governmental, legislative, judicial, executive, regulatory or administrative authority, department, court (including any arbitral body or tribunal), agency, securities commission, stock exchange, branch, board, department, instrumentality, entity, commission or official, including any political subdivision thereof, or any non-governmental self-regulatory agency, commission or authority, whether of the United States, Canada or another country.

"Governmental Order" means any judicial, arbitral, administrative, ministerial, departmental or regulatory judgment, decision, consent decree, injunction, citation, ruling, writ, order or other determination of or entered by any Governmental Authority that is binding on any Person or its property under applicable Law (in each case, whether temporary, preliminary or permanent).

"Hazardous Substance" or "Hazardous Substances" means (a) any chemical, waste, substance or material (whether solid, liquid or gas) deemed under Environmental Laws as (i) ignitable, corrosive, radioactive, dangerous, toxic, explosive, infectious, mutagenic or otherwise hazardous or (ii) a "pollutant,"

"contaminant," "solid waste," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous substance," "restricted hazardous waste," "hazardous constituent," "special waste," "toxic substance," "toxin," "radioactive," "dangerous," "ignitable," "corrosive," "reactive," or "hazardous"; (b) any petroleum or petroleum product (including waste or used oil, gasoline, heating oil, kerosene and any other petroleum products or substances or materials derived from or commingled with any petroleum products), off-specification commercial chemical product, solid waste, radioactive material, infectious medical waste, lead based paint, mold, mycotoxin, microbial matter, airborne pathogen (naturally occurring or otherwise), asbestos in any form that is or could become friable, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and radon gas; or (c) any substance, material or waste, which, as regulated by a Governmental Authority, requires Remedial Action.

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board and applicable at the relevant time.

"Indebtedness" means (without duplication): (a) all obligations of the Company or any of its Subsidiaries for borrowed money (including overdraft facilities); (b) all loans or obligations owed to an Owner or an Affiliate of an Owner; (c) all obligations, contingent or otherwise, of the Company or any of its Subsidiaries for borrowed money evidenced by bonds, debentures, notes or other similar instruments (including any seller notes, deferred purchase price obligations or earn-out obligations issued or entered into in connection with any acquisition undertaken by the Company or any of its Subsidiaries); (d) all obligations in respect of letters of credit, performance bonds, surety bonds or similar instruments, in each case to the extent drawn, and bankers' acceptances issued for the account of the Company or any of its Subsidiaries; (e) any liabilities or obligations under capitalized leases; (f) any guarantee or commitment by which the Company or any of its Subsidiaries assures a creditor against loss (including guarantees in the form of an agreement to repurchase or reimburse); (g) any indebtedness or liabilities secured by a Lien on the Company's or any of its Subsidiaries' assets or the Owner Technology; (h) any net liabilities of the Company or any of its Subsidiaries with respect to interest rate or currency swaps, collars or similar hedging agreements; (i) any other contingent and off-balance sheet liabilities, undisclosed liabilities and unpaid charges; (j) any indebtedness for borrowed money of other Persons referred to in the foregoing categories that is guaranteed in any manner by the Company or any of its Subsidiaries; and (k) any accrued interest, prepayment premiums or penalties related to any of the foregoing.

"Indemnified Party" has the meaning set forth in Section 10.4(a).

"Indemnifying Party" has the meaning set forth in Section 10.4(a).

"Indemnity Escrow Amount" means $10,050,000.

"Insurance Policies" has the meaning set forth in Section 3.16(a).

"Intellectual Property" means intellectual property rights of any type throughout the world, including: (a) Marks; (b) Domain Names; (c) Copyrights; (d) Confidential Information; (e) Patents; (f) Software; (g) all rights to any of the foregoing including all rights provided in international treaties and convention rights; (h) the right and power to assert, defend and recover title to any of the foregoing; (i) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing; (j) all rights to any documentation evidencing, concerning or related to any of the foregoing; and (k) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

"Intellectual Property Holdback Amount" has the meaning set forth in Section 2.6(a).

"Intellectual Property Registrations" means all Intellectual Property (including Intellectual Property constituting the Company Technology and the Owner Technology) that is subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered Marks, Domain Names and Copyrights, issued and reissued Patents, including industrial designs, and pending applications for any of the foregoing.

"Inventory" means all pods, devices, inventory, raw and packaging materials, product samples, pellets, pellets in progress, work-in-progress, finished goods, supplies and similar items related to, used or held for use by the Company or the Owners in connection with the Business in the possession of the Company as of the Closing Date.

"IP Licenses" means all licenses concerning Technology or Intellectual Property (including the Company Technology and the Owner Technology) including Contracts granting the Company or Owners rights to use Technology or Intellectual Property owned or used by any Person and Contracts granting any Person rights to use such Company Technology.

"IRS" means the Internal Revenue Service of the United States.

"Knowledge of the Company" means the actual knowledge of the individuals identified on Schedule 1.1(d) of the Company Disclosure Letter as at the date hereof, or any knowledge that any such individual would have after reasonable and due investigation and inquiry.

"Knowledge of the Owners" means the actual knowledge of an Owner or any knowledge that such Owner would have after reasonable and due investigation and inquiry.

"Law" or "Laws" means any Canadian, United States or other federal, state, provincial, territorial, local, municipal, foreign, international, multinational or other law, treaty, rule, order, regulation, statute, ordinance, code, decree, directive, decision or other binding requirement of any Governmental Authority of any kind and the rules, regulations, policies and orders promulgated thereunder.

"Leased Real Property" has the meaning set forth in Section 3.21.

"Leases" means any and all leases, subleases, concessions, licenses and other similar agreements in connection with the occupancy or use of real property, including all amendments, modifications, extensions, renewals, guaranties and other agreements with respect thereto.

"Liabilities" means, with respect to a Person, any liabilities, debts, Claims, expenses, commitments, losses and obligations of every kind and description, whether asserted or unasserted, known or unknown, contingent or absolute, accrued or unaccrued, matured or unmatured or otherwise, of such Person.

"Liens" means any lien, mortgage, deed of trust, statutory or deemed trust, security interest, Tax lien, attachment, levy, charge, claim, reservation, restriction, imposition, pledge, hypothec, option, encumbrance (including easements, rights of way and encroachments), right of first refusal, pre-emptive right, conditional sale or title retention arrangement, or any other interest in property or assets (or the income or profits therefrom), whether designed to secure the payment of indebtedness or otherwise, whether consensual or nonconsensual, whether registered or unregistered, and whether arising by agreement or under any Law, or otherwise.

"Losses" has the meaning set forth in Section 10.2(a).

"Major Customers" has the meaning set forth in Section 3.10(a).

Sensitive Commercial Information

"Manufacturer" means [redacted]

"Manufacturer Agreement" means [redacted]

Sensitive Commercial Information

"Marks" means, collectively, trademarks, service marks, trade names, brand names, corporate names, logos, trade dress or other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of such, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing.

"Matching Period" has the meaning set forth in Section 7.4(a)(vi).

"Material Adverse Effect" means any circumstance, change, effect, event, occurrence, state of facts or development that has, or would be reasonably likely to have, a material adverse effect on the assets, liabilities, business, results of operations or financial condition of the Business, except that none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: any adverse circumstance, change, effect, event, occurrence, state of facts or development to the extent the same attributable to: (a) national, international or regional economic, social, political, regulatory or financial conditions, including the engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the occurrence of any actual or threatened military actions or acts of terrorism or any "act of God" including weather, natural disasters, earthquakes, epidemics, pandemics or disease outbreaks (including the novel coronavirus (and any resulting COVID-19 or related sickness)) or any response by any Governmental Authority thereto; (b) the conditions of any financial, banking, or securities markets (including any disruption thereof, any decline in the price of any security or any market index or any change in currency exchange rates); (c) any change in applicable Laws, including any Laws with respect to Taxes, IFRS or regulatory accounting requirements, in each case after the date hereof; (d) any change in the market price or trading volume of any securities of the Company or any suspension of trading in securities generally on the Canadian Securities Exchange (CSE), or any credit rating downgrade, negative outlook, watch or similar event related to the Company (provided, however, that the causes underlying such change, suspension, downgrade, negative outlook, watch or similar event (as applicable) may be considered to determine whether such change constitutes a Material Adverse Effect unless otherwise excluded by clauses (a) through (f)); (e) any action taken (or omitted to be taken) by the Company or the Owners pursuant to this Agreement (other than the general obligation of the Company to operate in the Ordinary Course of Business pursuant to Section 6.1) or which is consented to in writing by Buyer; and/or (f) the announcement of this Agreement or the pendency or consummation of this Agreement or the transactions contemplated herein (provided, that this shall not apply to any representation or warranty set forth in Section 4.2 or any condition related to such representation or warranty); unless and except to the extent, in the case of the foregoing clauses (a) through (d), such circumstance, change, effect, event, occurrence, state of facts or development adversely affects the Business in a disproportionate manner relative to other Persons that operate in the same or similar lines of business as the Business (in which case such circumstance, change, effect, event, occurrence, state of facts or development will be taken into account in determining whether there has been a Material Adverse Effect to the extent of such disproportionate adverse effect).

"Material Contract" has the meaning set forth in Section 3.8(a).

"Misrepresentation" has the meaning ascribed thereto under Securities Laws.

"Occurrence" means any accident, happening or event which occurs or has occurred at any time on or prior to the Closing Date that is caused or allegedly caused by any hazard or defect in manufacture, design, materials or workmanship including any failure or alleged failure to warn or any breach or alleged breach of express or implied warranties or representations with respect to a product manufactured, shipped, sold or delivered by or on behalf of the Company which results or is alleged to have resulted in bodily injury or death to any Person or damage to or destruction of property (including damage to or destruction of the product itself).

"Ordinary Course of Business" means, with respect to an action or omission by a Person, that such action or omission is consistent in nature and scope with the past practices of such Person and is in the ordinary course of the normal day-to-day business and operations of such Person.

"Organizational Documents" means any articles, notice of articles, charter, certificate of incorporation, certificate of amalgamation, articles of association, limited liability company agreement, partnership agreement, membership agreement, bylaws, operating agreement, trust agreement or related agreements or similar formation or governing documents and instruments, in each case, as they may be amended from time to time.

"Outside Date" has the meaning set forth in Section 7.4(e).

"Owner" and "Owners" have the meanings set forth in the Preamble of this Agreement.

"Owner Purchase Price" means $45,225,000.

"Owner Technology" means all Technology owned by the Owners, owned by or licensed to or from the Company or that is used or held for use by the Company in the Business, including such Technology relating to pod-based consumables and devices, and all Intellectual Property related thereto and all documentation relating to the foregoing, including user manuals relating to the foregoing.

"Owners' Disclosure Letter" means the disclosure letter dated the date of this Agreement and delivered by the Owners to Buyer with this Agreement.

"Party" or "Parties" have the meanings set forth in the Preamble of this Agreement.

"Patents" means all designs including industrial designs and applications and registrations therefor, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

"Permit or License" means any permit, consent, license, franchise, certificate, registration, identification number, certification, concession, grant, variance, exclusion, exemption, approval and other similar authorization required by, issued by, granted by, given by, required by, required to be submitted to, or otherwise made available by any Governmental Authority or pursuant to any Law (including any Environmental Law).

"Permitted Liens" means (a) mechanics', carriers', workers', repairers', lessors' and similar liens arising or incurred in the Ordinary Course of Business of the Company for amounts which are not delinquent and which the Company shall pay when due; and (b) those liens set forth on Schedule 1.1(g) of the Company Disclosure Letter.

"Person" means any individual, partnership, civil company, joint venture, firm, corporation, association, trust, estate, limited liability company, unincorporated organization, Governmental Authority or other entity, whether or not having legal status.

"Poda Names" has the meaning set forth in Section 11.5.

"Public Software" means any Software that contains, or is derived in any manner from, in whole or in part, any Software that is distributed as freeware, shareware, open source Software (e.g., Linux) or similar licensing or distribution models that (a) require the licensing or distribution of source code to licensees, (b) prohibit or limit the receipt of consideration in connection with sublicensing or distributing any Software, (c) except as specifically permitted by applicable law, allow any Person to decompile, disassemble or otherwise reverse-engineer any Software, or (d) require the licensing of any Software to any other Person for the purpose of making derivative works.

"Purchase Price" means the Company Purchase Price *plus* the Owner Purchase Price.

"Purchased Assets" means all right, title and interest of the Company and the Owners, as applicable, in and to all of the assets, properties, rights, titles and interests of every kind and nature owned, licensed or leased by the Company or the Owners, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), that relate to, or are used or held for use in connection with, the Business, including all right, title and interest in and to the following:

(a) all Technology and all associated Intellectual Property, including all Owner Technology and all Company Technology;

(b) all Assumed Contracts;

(c) all Inventory of the Company;

(d) all equipment used in the Business, related to the Company Technology or related to the Owner Technology;

(e) all Permits and Licenses used in the Business or related to the Company Technology or the Owner Technology;

(f) all rights to any Actions of any nature available to or being pursued by the Company to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(g) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) related to the Purchased Assets or Assumed Contracts;

(h) all of the Company's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets or Assumed Contracts;

(i) originals, or where not available, copies, of all books and records in whatever form (e.g., electronic files and hard copy files), including, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, technical information, manufacturing processes, product specifications, quality control records and procedures,

customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including sales and pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and all files relating to the Company Technology, including the Owner Technology and IP Licenses; and

(j) all goodwill and the going concern value of the Business.

"Recall" means a product recall, market withdrawal, rework or post sale warning or similar action by a manufacturer of such product.

"Release" or "Releases" means any release, spill, leak, emission, deposit, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposing, dumping, dispersion or migration of Hazardous Substances into, under, above, onto or from any indoor or outdoor Environmental Media, including: (a) the movement of Hazardous Substances through, in, under, above, or from any Environmental Media; (b) the movement of Hazardous Substances off-site from any real property; and (c) the abandonment of barrels, tanks, containers or other closed receptacles containing Hazardous Substances.

"Remedial Action" means any action to investigate, remediate, remove, abate, clean up, dispose and monitor any Release or threatened Release of Hazardous Substances required pursuant to Environmental Laws.

"Required Consents" shall have the meaning set forth in Section 8.5.

"Requisite Approval" shall be the favorable vote of holders of not less than two-thirds of the votes cast on the Transaction Resolution by the Company Shareholders present in person or represented by proxy at the Shareholder Meeting (as required by subsection 301(1)(b) of the *Business Corporations Act* (British Columbia)).

"Restricted Party" shall have the meaning set forth in Section 12.1.

"Restrictive Covenant Agreement" means each of the Restrictive Covenant Agreements by and between each of the Owners and the Company, as applicable, substantially in the form attached as Schedule 12.2 of the Owners' Disclosure Letter.

"Securities Authorities" means the securities commission or securities regulatory authority of each of the provinces of Canada, and the Canadian Securities Exchange.

"Securities Laws" means the Securities Act (British Columbia) and any other applicable Canadian provincial and territorial securities laws, rules and regulations and published policies thereunder, the Securities Act of 1933 (United States), as amended, and the rules and regulations and published policies thereunder, and the Securities Exchange Act of 1934 (United States), as amended, and the rules and regulations and published policies thereunder.

"Shareholder Meeting" means the special meeting of the Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with this Agreement to consider the Transaction Resolution.

"Software" means any and all computer programs, including operating system and applications software, implementations of algorithms and program interfaces, whether in source code, object code, or

other form, databases and all documentation relating to the foregoing, including user manuals relating to the foregoing, in each case whether owned or licensed.

"Software License" means all licenses or service agreements (e.g., SaaS agreements) concerning the Software, including Contracts, granting the Company rights to use such Software owned or used by any Person and Contracts granting any Person rights to use such Software owned or used by the Company.

"Special Committee" means the special committee of the Board formed in connection with the transactions contemplated by this Agreement.

"Subsidiary" means, with respect to any Person, any other Person of which such Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person (or is entitled to the majority of the profits or holds a majority of the partnership or similar interests of such Person).

"Superior Proposal" means any unsolicited *bona fide* written Acquisition Proposal from an arm's length third party other than Buyer made after the date of this Agreement to acquire one hundred percent (100%) of the outstanding shares of the Company, or all or substantially all of the assets of the Company that: (a) complies with Securities Laws and did not involve a breach of Section 7.1; (b) is not subject to a financing condition, or in respect of which the Board determines in good faith, after receiving the advice of its outside legal counsel and financial advisors, that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal at the time and on the basis set out therein; (c) is not subject to a due diligence condition; (d) the Board determines in good faith, after receiving the advice of its outside legal counsel and financial advisors, is reasonably capable of being completed in accordance with its terms without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person making such proposal; and (e) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its outside legal counsel and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, that (i) such Acquisition Proposal would, if consummated in accordance with its terms and without assuming away the risk of noncompletion, result in a transaction which is more favorable, from a financial point of view, to the Company Shareholders than the transactions described in this Agreement and (ii) the failure to recommend such Acquisition Proposal to Company Shareholders would violate its fiduciary duties under applicable Law.

"Superior Proposal Notice" has the meaning set forth in Section 7.4(a)(iv).

"Suppliers" has the meaning set forth in Section 3.10(b).

"Tax" or "Taxes" means (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto), including imposed on, measured by, or computed with respect to income, franchise, profits or gross receipts, alternative or add-on minimum, margin, ad valorem, value added, capital gains, sales, harmonized sales, goods and services, use, real or personal property, escheat or unclaimed property taxes (or similar), environmental, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), insurance, disability, workers compensation, unemployment, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, registrations, net worth, customs duties and Canada pension plan contributions, whether disputed or not, (b) any liability for the payment of any amounts of the type described in (a) as a result of being a member of an affiliated,

consolidated, combined or unitary group for any taxable period or as the result of being a transferee or successor thereof and (c) any liability for the payment of any amounts of the type described in (a) or (b) as a result of any express or implied obligation to indemnify any other Person.

"Tax Act" means the *Income Tax Act* (Canada), as amended from time to time, and any regulations enacted thereunder.

"Tax Return" means any report, return, information return, declaration, form, claim for refund, statement or other information filed, required to be filed with or supplied to a Governmental Authority with respect to Taxes, including any amendment thereof.

"Technology" means all apparatus, equipment, compositions, processes, products, prototypes, discoveries, ideas, inventions, formulae, designs, drawings and other documents, consumer research methods and data, testing protocols, product specifications, manufacturing processes, know-how and other technology and intellectual property, whether or not patentable, that is used or useful in manufacturing, marketing, promoting, distributing, selling, designing or developing of (a) heat-not-burn or heat-not-burn-related products (including devices, consumables and components thereof), related accessories, or any other inhalable products and related accessories (whether or not regulated by the U.S. Food and Drug Administration as of the date of this Agreement or thereafter), or (b) devices, compositions, or methods disclosed in the Patents described in Schedule 3.15(a) of the Company Disclosure Letter or Schedule 4.6(a)(i) of the Owners' Disclosure Letter, including devices, consumables, compositions, components thereof and methods of manufacturing conceived, developed or under development by the Company or the Owners.

"Technology Holdback Amount" has the meaning set forth in Section 2.4(a).

"Technology Knowledge Group" means those individuals set forth on Schedule 1.1(h) of the Company Disclosure Letter.

"Terminating Party" has the meaning set forth in Section 14.2(c).

"Termination Fee" has the meaning set forth in Section 7.7(b).

"Termination Fee Event" has the meaning set forth in Section 7.7(b).

"Termination Notice" has the meaning set forth in Section 14.2(c).

"Third Party Claim" has the meaning set forth in Section 10.4(a).

"Transaction Resolution" means the special resolution approving this Agreement and the transactions contemplated hereby to be considered at the Shareholder Meeting, in substantially the form attached hereto as Exhibit G.

"Voting Agreements" means the agreements to vote in favor of the Transaction Resolution dated the date of this Agreement and made between Buyer and the Persons listed on Schedule 1.1(i) of the Company Disclosure Letter.

"Willful Breach" means a breach that is a consequence of any act undertaken by the breaching party with the knowledge that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

ARTICLE II
PURCHASE AND SALE; ASSIGNMENT AND ASSUMPTION

2.1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, and in consideration of the Purchase Price, at the Effective Time, the Company and the Owners shall sell, transfer, convey and deliver, and Buyer shall purchase all of the Purchased Assets, free and clear of all Liens other than Permitted Liens.

2.2. Assignment and Assumption. Upon the terms and subject to the conditions of this Agreement, and in consideration of the Purchase Price, at the Effective Time, (a) the Company and the Owners shall assign, transfer, convey and deliver, and Buyer shall assume the Assumed Contracts, free and clear of all Liens other than Permitted Liens, and (b) Buyer shall pay, perform and discharge the Assumed Liabilities and no other Liabilities of the Company, its Subsidiaries or any Owner. Notwithstanding the provisions of this Section 2.2 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liability of the Company, any of its Affiliates or any Owner of any kind or nature whatsoever (including Excluded Liabilities) other than the Assumed Liabilities. The Company or any Owner, as applicable, shall (or, in the case of the Company, shall cause its Affiliates to where applicable) pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy.

2.3. Payment of the Purchase Price. At the Closing, Buyer shall pay the Purchase Price as follows:

(a) As security for the Owners' obligations pursuant to Section 10.2, Buyer shall pay, on behalf of the Owners, the Indemnity Escrow Amount to the Escrow Agent for deposit in an escrow account in accordance with the terms of the Escrow Agreement.

(b) As security for the Owners' obligations pursuant to Section 2.4 and Section 10.2, Buyer shall pay, on behalf of the Owners, the Technology Holdback Amount to the Escrow Agent for deposit in an escrow account in accordance with the terms of the Escrow Agreement.

(c) Buyer shall pay the Owner Purchase Price *less* (i) the Indemnity Escrow Amount *less* (ii) the Technology Holdback Amount *less* (iii) the Equipment Holdback Amount *less* (iv) the Intellectual Property Holdback Amount, by wire transfer of immediately available funds to the Owners to the accounts designated on Schedule 2.3(c) of the Owners' Disclosure Letter.

(d) Buyer shall pay the Company Purchase Price by wire transfer of immediately available funds to the Company to the account designated on Schedule 2.3(d) of the Company Disclosure Letter.

2.4. Technology Holdback Amount and Payment.

(a) Upon the later to occur of (i) the receipt by Buyer of all the Purchased Assets, (ii) the receipt by Buyer of all information and transfer of information regarding Technology (e.g., know-how) requested by Buyer, including those items listed on Schedule 2.4 of the Company Disclosure Letter and the Owners' Disclosure Letter, from the Technology Knowledge Group, as determined in the reasonable discretion of Buyer and (iii) assuming that the Owners and the Company have used commercially reasonable best efforts to provide Buyer with the items noted in (i) and (ii) above, that day which is twelve (12) months from the Closing Date, Buyer shall pay to the Owners $5,000,000 (the "Technology Holdback Amount").

(b) Within five (5) Business Days after the payment in Section 2.4(a) is due and owing to the Owners, Buyer shall instruct the Escrow Agent to release the Technology Holdback Amount, without set-off, by wire transfer of immediately available funds to the accounts designated by the Owners in writing to Buyer and the Escrow Agent.

2.5. Equipment Holdback Amount and Payment.

(a) Upon the date on which the later of: (i) the Closing, and (ii) the satisfaction of those matters set forth on Schedule 2.5(a) of the Owners' Disclosure Letter, occurs, Buyer shall pay to the Owners $2,500,000 (the "Equipment Holdback Amount").

(b) Within five (5) Business Days after the date on which the payment in Section 2.5(a) is due and owing to the Owners, Buyer shall pay the Equipment Holdback Amount, by wire transfer of immediately available funds to the Owners to the accounts designated on Schedule 2.3(c) of the Owners' Disclosure Letter. Notwithstanding the foregoing, if those matters set forth on Schedule 2.5(a) of the Owners' Disclosure Letter are not satisfied on or before the date that is twenty-four (24) months from the Closing, then the Buyer shall have no obligation to pay the Equipment Holdback Amount to the Owners.

2.6. Intellectual Property Holdback Amount and Payment.

(a) Upon the date on which the later of: (i) the Closing, and (ii) the satisfaction of those matters set forth on Schedule 2.6(a) of the Owners' Disclosure Letter, occurs, Buyer shall pay to the Owners $5,000,000 (the "Intellectual Property Holdback Amount").

(b) Within five (5) Business Days after the date on which the payment in Section 2.6(a) is due and owing to the Owners, Buyer shall pay the Intellectual Property Holdback Amount, by wire transfer of immediately available funds to the Owners to the accounts designated on Schedule 2.3(c) of the Owners' Disclosure Letter. Notwithstanding the foregoing, if those matters set forth on Schedule 2.6(a) of the Owners' Disclosure Letter are not satisfied on or before the date that is thirty-six (36) months from the Closing, then the Buyer shall have no obligation to pay the Intellectual Property Holdback Amount to the Owners.

ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATED TO THE COMPANY

Except as set forth on the Company Disclosure Letter (subject to the limitations set forth in Section 15.6), the Company hereby represents and warrants to Buyer as follows and acknowledges and agrees that Buyer is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the transactions contemplated hereby:

3.1. Organization of the Company.

(a) The Company is a company incorporated under the laws of the Province of British Columbia, Canada, duly organized, validly existing and in good standing under the laws of the Province of British Columbia, Canada. The Company has the requisite corporate power and authority to carry on its business as it is currently being conducted and to own, operate and hold under lease its assets and properties as, and in the places where, such assets and properties are currently owned, operated or held. The Company is duly qualified or licensed to transact business and if applicable, is in good standing under the Laws of each jurisdiction in which either the ownership or use of the assets and properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

(b) The copies of the Organizational Documents of the Company provided to Buyer are true, accurate and complete. The Company is not in violation of its Organizational Documents.

3.2. Authorization; Enforceability. The Company has the requisite corporate power and authority to execute and deliver this Agreement and the other documents and instruments required hereby to which it is a party and to perform its obligations under this Agreement and the other documents and instruments required hereby to which it is a party. The execution and delivery by the Company of this Agreement and each other document and instrument required hereby to be executed and delivered by it, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action on the part of the Company, and no other proceedings on the part of the Company are required to authorize this Agreement or any of the documents or instruments required hereby to which it is a party or for the Company to consummate the transactions contemplated hereby or thereby, other than the receipt of the Requisite Approval by the Company Shareholders at the Shareholder Meeting. This Agreement has been duly executed and delivered by the Company and is (and the other documents and instruments required hereby to which the Company is a party will be, when executed and delivered by the parties thereto) a valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and (b) the availability of equitable remedies (whether in a proceeding in equity or at law).

3.3. No Violation or Conflict; Consents.

(a) Except as set forth on Schedule 3.3(a) of the Company Disclosure Letter, the execution, delivery and performance by the Company of this Agreement and all of the other documents and instruments contemplated hereby to which the Company is party do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with, or result in any breach or violation of, the Organizational Documents of the Company or the organizational documents of any Subsidiary of the Company;

(ii) violate, conflict with or result in a breach of or default under, any provision of, or constitute an event that, after notice or lapse of time or both, would result in a violation of, conflict with, breach of or default under, or accelerate the performance required, or result in the loss of any benefit, under any Material Contract to which the Company or any of its Subsidiaries is a party or by which the Company's or any of its Subsidiaries assets are bound (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations);

(iii) result in the creation or imposition of any Liens on any Purchased Assets owned, licensed or leased by the Company, or on any properties or assets owned or used by the Company; or

(iv) assuming receipt of the Requisite Approval by the Company Shareholders at the Shareholder Meeting, violate, conflict with or result in a breach of or default under any provision of or constitute an event that would result in a violation of, conflict with, breach of or default under any applicable Law or Governmental Order binding upon or applicable to the Company.

(b) Except as set forth on Schedule 3.3(a) of the Company Disclosure Letter, no notice to, filing or registration with, or authorization, consent or approval of, any Governmental Authority or any

other Person is necessary or is required to be made or obtained by the Company in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, other than the receipt of the Requisite Approval by the Company Shareholders at the Shareholder Meeting.

3.4. Capital Structure of the Company.

(a) The authorized shares of the Company and the number of shares that are issued and outstanding, as of the date hereof, are set forth on Schedule 3.4(a) of the Company Disclosure Letter.

(b) The Company does not have any Subsidiaries or Affiliates, other than the Subsidiaries and Affiliates set forth on Schedule 3.4(b) of the Company Disclosure Letter.

(c) Except as set forth on Schedule 3.4(c) of the Company Disclosure Letter, there are no options, warrants or similar rights to purchase any of equity or voting interests of the Company, and no obligations binding upon the Company to issue, sell, redeem, purchase or exchange any of its equity or voting interests or any other equity or voting interest or any right relating thereto. Other than the Organizational Documents, there are no shareholder agreements, investor rights agreements, pooling agreement, voting agreements, voting trusts or other agreements or rights of third parties with respect to or affecting any of the Company or any of its equity or voting interest. To the Knowledge of the Company, there are no irrevocable proxies or voting Contracts with respect to any securities issued by the Company other than the Voting Agreements. Schedule 3.4(c) of the Company Disclosure Letter contains a list of all options, warrants or similar rights to purchase any of equity or voting securities of the Company with details regarding the exercise price and the vesting terms of such securities. All of the outstanding options, warrants or similar rights to purchase any of equity or voting securities of the Company have been duly authorized by the Board and issued in compliance with applicable Laws (including Securities Laws) and the terms of the agreements, plans, indentures, certificates or similar documents related thereto.

(d) Except as set forth on Schedule 3.4(b) of the Company Disclosure Letter, the Company does not own, or have any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity, voting or ownership interest in any other business. Except as set forth on Schedule 3.4(d) of the Company Disclosure Letter, there are no predecessors (including by way of merger, amalgamation, consolidation or conversion) to the Company, and the Company has not succeeded to the liabilities of any such Person.

3.5. Insolvency. For the purpose of this Section 3.5, the terms “winding up”, “administrator”, “scheme of arrangement” and “receiver” are to be construed so as to include equivalent or analogous proceedings under the Law of the jurisdiction in which the Company is incorporated or a jurisdiction in which the Company carries on business including the seeking of liquidation, winding up, reorganization, dissolution, administration or protection of relief from debtors. The Company has not entered into any scheme of arrangement or voluntary arrangement with any of its creditors, and is not insolvent or unable to pay its debts in the Ordinary Course of Business of the Company. No Governmental Order has been made, resolution of the Company or its Subsidiaries passed or other steps or proceedings been taken to authorize or require or to the Knowledge of the Company petition presented for the winding up, dissolution, liquidation or bankruptcy of the Company or any of its Subsidiaries. No administrator or other receiver has been appointed by any Person over the whole or any part of the Business, the Company or any of its Subsidiaries, or to the Knowledge of the Company has any Governmental Order been made or petition presented for the appointment of any administrator in respect of the Company or any of its Subsidiaries.

3.6. Litigation.

(a) Except as set forth on Schedule 3.6(a) of the Company Disclosure Letter, there is no Action or Governmental Order of any kind pending or, to the Knowledge of the Company, proposed or threatened, nor at any time during the past five (5) years have there been any such Actions or Governmental Orders pending or, to the Knowledge of the Company, proposed or threatened (i) by or against the Company, (ii) otherwise relating to the Business, the Purchased Assets, the Company or any of its Subsidiaries or (iii) that seeks restraint, prohibition, damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(b) The Company has made available to Buyer true and complete copies of (i) all pleadings and (ii) all material correspondence and other material documents relating to each item set forth on Schedule 3.6(a) of the Company Disclosure Letter.

3.7. Title to Purchased Assets.

(a) Except as set forth on Schedule 3.7(a) of the Company Disclosure Letter, the Company holds and owns good and valid title to, has good and valid leasehold interests in or has good and valid licenses to use all of the Purchased Assets (other than Purchased Assets which are owned, licensed or leased by the Owners), free and clear of all Liens other than Permitted Liens. Upon Buyer's payment of the Purchase Price in accordance with Section 2.3, good and valid title to the Purchased Assets (other than Purchased Assets which are owned, licensed or leased by the Owners), free and clear of any and all Liens except for Permitted Liens, will pass to Buyer.

(b) The Purchased Assets owned, licensed or leased by the Company do not include any equity or debt securities of or interest in, or any right or obligation to acquire, any equity or debt securities of or interest in, any other Person.

(c) The Purchased Assets (other than Purchased Assets which are owned, licensed or leased by the Owners) constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

3.8. Material Contracts.

(a) Schedule 3.8(a) of the Company Disclosure Letter contains a true and complete list of all Material Contracts, including all amendments or modifications thereto. "Material Contract" means any Contract to which the Company is a party, by which the Company is bound or by which any of the Purchased Assets owned, licensed or leased by the Company is subject, in each case in connection with the Business, and that falls in any of the following categories:

(i) each Contract with a customer of the Business involving aggregate future receipts in excess of $10,000 in any calendar year;

(ii) all Contracts which contain minimum order or purchase, "take or pay" or similar commitments;

(iii) all Contracts for the purchase or sale of inventory, materials, supplies, merchandise, machinery, equipment, parts or other property, assets, or services (A) requiring aggregate future payments or involving aggregate future receipts in excess of $10,000 in any calendar year, (B) that are exclusive in nature or (C) that have a term remaining in excess of one (1) year from the date of this Agreement;

(iv) all Contracts with suppliers, manufacturers or service providers (A) involving payments in excess of $10,000 on an annual basis, including open work orders and purchase orders in excess of $10,000, (B) that are exclusive in nature or (C) that have a term remaining in excess of one (1) year from the date of this Agreement;

(v) all personal property leases that are not terminable in less than one (1) year from the Closing Date or that involve aggregate future payments or receipts in excess of $10,000 per year;

(vi) all distribution, dealer, sales representative or sales agency Contracts (A) involving payments in excess of $10,000 on an annual basis, (B) that are exclusive in nature or (C) that have a term remaining in excess of one (1) year from the date of this Agreement;

(vii) all Contracts, or series of related Contracts, that have a term remaining of more than one (1) year from the date of this Agreement and that could reasonably be anticipated to require aggregate annual payments, contingent or otherwise, to or from the Company in excess of $10,000;

(viii) all Contracts that create an indemnification or similar obligation that could foreseeably result in a payment by the Company in excess of $10,000;

(ix) all Contracts relating to Indebtedness;

(x) all Contracts granting or evidencing Liens (other than Permitted Liens) on any Purchased Assets;

(xi) all Contracts for, or setting forth any of the terms or conditions related to, the employment (including benefits) or termination of employment of any Employee or any Contract with respect to a consultant or independent contractor of the Company;

(xii) all Contracts (A) with another Person that purport to limit or restrict the ability of the Company to enter into or engage in any market or line of business, other than any Contract that may be terminated or cancelled by any party thereto on one (1) year's or less notice without payment of any material penalty or other payment obligation; or (B) between the Company and any officer, director, equityholder, employee agent, consultant or independent contractor of the Company that purport to limit or restrict the ability of any such officer, director, equityholder, employee, agent, consultant or independent contractor to engage in or continue any conduct, activity or practice relating to the business of the Company;

(xiii) all Contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing or in connection with the transactions contemplated hereby;

(xiv) all Leases and Contracts related to real property;

(xv) all Contracts, including IP Licenses and Software Licenses (other than shrink-wrap licenses or software licenses for off-the-shelf software having an annual payment amount less than $10,000), regarding the Company Technology, including Intellectual Property owned by a third party and licensed to the Company;

(xvi) all other leases or licenses related to tangible, intangible or mixed property involving an annual commitment or payment of more than $10,000 individually or where such lease or license is otherwise material to the conduct of the Business;

(xvii) all Contracts with any Governmental Authority;

(xviii) all material nondisclosure or confidentiality Contracts;

(xix) all joint venture or partnership agreements and all other Contracts providing for the sharing of any profit of the Company or of any such joint venture or partnership; and

(xx) all other Contracts material to the operation of the Business.

(b) Prior to the date hereof, the Company has made available to Buyer true and complete copies of each Material Contract, including all written amendments, modifications, guarantees or waivers thereto to the extent they remain in effect. Except as set forth on Schedule 3.8(b) of the Company Disclosure Letter, the Company is not a party to any oral Contracts.

(c) Except as set forth on Schedule 3.8(c) of the Company Disclosure Letter, each Material Contract that is an Assumed Contract is in full force and effect and is the legal, valid and binding obligation of the Company and, to the Knowledge of the Company, the other party(ies) thereto, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and (ii) the availability of equitable remedies (whether in a proceeding in equity or at law). Except as set forth on Schedule 3.8(c) of the Company Disclosure Letter, no event or circumstance has occurred or circumstances exist that could, with the passage of time or compliance with any applicable notice requirements or both, constitute a material default of, result in a material violation or material breach of, or give any right to accelerate, modify, cancel or terminate any Material Contract that is an Assumed Contract by the Company or, to the Knowledge of the Company, by any other party under any Contract, and, to the Knowledge of the Company, no party to any such Material Contract that is an Assumed Contract intends to cancel, terminate or exercise any option under any such Material Contract that is an Assumed Contract, and there are no material disputes in connection therewith. The Company has not made any prior assignment of any Material Contract that is an Assumed Contract or any of its rights or obligations thereunder. The Material Contracts represent all the Contracts necessary for manufacturing, marketing, promoting, distributing, licensing, selling, acquiring, holding, designing and developing the Purchased Assets in the manner currently conducted by the Company as of the Closing Date.

(d) Except as set forth on Schedule 3.8(a) of the Company Disclosure Letter, no officer, director and, to the Knowledge of the Company, no employee, agent, consultant or independent contractor of the Company is bound by any Contract that purports to limit in any material respect the ability of such officer, director, agent, employee, consultant or independent contractor to engage in or continue any conduct, activity or practice relating to the Business.

(e) No officer, director and, to the Knowledge of the Company, no employee, agent, consultant or independent contractor of the Company or its Affiliates is bound by any Contract agreeing to transfer or assign any Company Technology to any Person other than the Company.

(f) To the Knowledge of the Company, there are no renegotiations or attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the Company under current Material Contracts with any Person, and no such Person has demanded or requested such renegotiation.

(g) All Contracts to which the Company is a party have been entered into by the Company without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation in any material respect of any Law.

(h) No security deposit, letter of credit, or similar security (or any portion thereof) has been applied in respect of a breach or default under any Contract that has not been redeposited in full.

3.9. Accounts Payable. Except as set forth on Schedule 3.9 of the Company Disclosure Letter, the Company does not have any material outstanding trade accounts payable to third parties in connection with the Business that remain unpaid as of the date hereof.

3.10. Customers and Suppliers; Customer Lists.

(a) Schedule 3.10(a) of the Company Disclosure Letter sets forth a true and complete list of the customers (including distributors) of the Business to whom the Company sold in excess of $10,000 of goods or services during the last twelve (12) months (the "Major Customers"). Schedule 3.10(a) of the Company Disclosure Letter sets forth the name of each Major Customer and the Canadian dollar volume of sales for each Major Customer for such period. The Company is not a party to any outstanding material dispute with any of the Major Customers.

(b) Schedule 3.10(b) of the Company Disclosure Letter sets forth a true and complete list of all of the suppliers of goods and services to the Business (the "Suppliers") as determined by the total annual purchases therefrom during the last three (3) years. Schedule 3.10(b) of the Company Disclosure Letter sets forth the name of each Supplier and the Canadian dollar volume of costs and expenses for each Supplier in such period. Except as set forth on Schedule 3.10(b) of the Company Disclosure Letter, the Company is not a party to any outstanding material dispute with any of the Suppliers, and no Supplier has ceased or materially decreased, or has indicated that it will cease to do or materially decrease its business with the Company or that it will refuse to do business with Buyer or its Affiliates after the Closing. The Company has not received notice of, nor, to the Knowledge of the Company, is there threatened, any material increase in the price or material decrease in the available supply of any good or service supplied by any of the Suppliers.

3.11. Financial Records. All statutory records, including financial records and accounting records, required by applicable Law to be kept or filed by the Company in respect of the Business comply in all material respects with the requirements of applicable Law. The Company has not received written notice from any Governmental Authority that any of the financial records and accounting records of the Business are incorrect or should be rectified.

3.12. No Undisclosed Liabilities. Except as set forth on Schedule 3.12 of the Company Disclosure Letter, there is no material liability, debt or obligation of or claim against the Company of a type which is required to be reflected or reserved for on a balance sheet prepared in accordance with GAAP, except for liabilities and obligations (a) that have arisen in the Ordinary Course of Business of the Company (none of which is a liability for breach of Material Contract, breach of warranty, tort, infringement, violation of applicable Law or litigation) or (b) incurred in connection with the transactions contemplated by this Agreement.

3.13. Inventory. Except as provided on Schedule 3.13 of the Company Disclosure Letter, none of the Inventory consists of a quality and quantity that is usable and saleable in the Ordinary Course of Business.

3.14. Indebtedness. Schedule 3.14 of the Company Disclosure Letter sets forth and describes all Indebtedness of the Company, including but not limited to any Indebtedness owed to an Affiliate of the Company, which Indebtedness constitutes all of the obligations of the Company for borrowed money.

3.15. Intellectual Property; Software.

(a) Schedule 3.15(a) of the Company Disclosure Letter contains a true, complete and accurate list of all Intellectual Property Registrations constituting Company Technology. To the Knowledge of the Company, all Intellectual Property Registrations are in good standing with the relevant Governmental Authorities and authorized registrars, except as disclosed in Schedule 3.15(a) of the Company Disclosure Letter.

(b) Except as set forth on Schedule 3.15(b) of the Company Disclosure Letter, the Company owns or licenses exclusively all right, title and interest in and to all of the Intellectual Property listed on Schedule 3.15(a) of the Company Disclosure Letter or otherwise used in the Business free and clear of any and all Liens. Schedule 3.15(b) of the Company Disclosure Letter lists all Intellectual Property used by the Company in the Business that is not owned or licensed by the Company pursuant to an IP License listed on Schedule 3.8(a) of the Company Disclosure Letter and any Intellectual Property not owned by the Company or licensed by the Company pursuant to an IP License listed on Schedule 3.8(a) of the Company Disclosure Letter that is used in manufacturing the Owner Technology or other Company products. There has been no previous sale, transfer, assignment or other grant of rights under the Company Technology owned by the Company, or any other agreement by the Company that will affect, in any material respect, title to, or Buyer's enjoyment of, such Company Technology, including an assignment of full or partial rights in or to all or any portion of such Company Technology, a license, immunity, government grant, submission or identification to any standards setting body, covenant not to sue, or any other restriction on the rights relating to all or any portion of such Company Technology.

(c) Except as set forth on Schedule 3.15(c) of the Company Disclosure Letter, none of the material Confidential Information included in the Company Technology has been disclosed or authorized to be disclosed to a third party other than pursuant to written non-disclosure or confidentiality agreements or patent publications and to the Knowledge of the Company there have been no breaches of such agreements.

(d) Except as set forth on Schedule 3.15(d) of the Company Disclosure Letter, none of the former or present employees, officers, directors, employees, agents, consultants or independent contractors of the Company holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Company Technology, or, to the Knowledge of the Company, has asserted any claim with regard to any Company Technology.

(e) Each item of Company Technology listed on Schedule 3.15(a) of the Company Disclosure Letter is, to the actual knowledge of the individuals identified on Schedule 1.1(d) of the Company Disclosure Letter as at the date hereof, valid and enforceable, and to the Knowledge of the Company, there is no pending Action or allegation asserting the invalidity or unenforceability of, or asserting or contesting title or ownership of, any item of such Intellectual Property, except as to objections or rejections relating to patentability or registrability of the subject matter of pending applications by relevant Governmental Authorities.

(f) To the Knowledge of the Company, except as set forth on Schedule 3.15(f) of the Company Disclosure Letter, since April 26, 2021 each former or present officer, director, employee, agent, consultant and independent contractor of the Company has executed an agreement with the Company agreeing to protect the confidential and proprietary information of the Business (including Confidential Information), which agreements the Company regards as protecting confidentiality and proprietary information of the Business, and the Company has made available to Buyer true and complete copies of the forms of all such agreements. Except as set forth on Schedule 3.15(f) of the Company Disclosure Letter, to the Knowledge of the Company, each former or present member of the Company's management, including the Owners, and each former or present employee, officer, director, shareholder, manager and independent contractor who made a technical contribution to the research, development or manufacture of the products,

accessories or other Company Technology of the Business, has executed an agreement with the Company actually assigning to the Company all Intellectual Property he, she or they have created or will create in the future pursuant to his, her or their engagement with the Company, and waiving all moral rights and rights of a similar nature in and to such Company Technology and the Company has made available to Buyer true and complete copies of the forms of all such agreements. To the Knowledge of the Company, no former or present officer, director, equity holder, employee, agent, consultant and independent contractor of the Company that is a party to such agreements (i) is in violation of such agreements or (ii) has failed at any time prior to such agreements to maintain and protect the confidentiality of any confidential and proprietary information of the Business.

(g) Schedule 3.8(a)(xv) of the Company Disclosure Letter lists all Contracts, including IP Licenses and Software Licenses (other than shrink wrap licenses or software licenses for off the shelf software having an annual payment amount less than $10,000), regarding the Company Technology. There are no royalties, fees or other payments in amount material to the Company that are due and payable to any Person in connection with Intellectual Property (other than accounts payable for goods purchased in the Ordinary Course of Business) by the Company, including to any Person by reason of ownership, use, licensure, sale or disposition of any of the same. There are no royalties or other payments due to any Person based on third party Intellectual Property for the manufacture or sale of goods or services in, or operation of, the Business.

(h) Except as set forth on Schedule 3.15(h) of the Company Disclosure Letter, to the Knowledge of the Company: (i) the manufacture, use, offer for sale, sale, and importation of products embodying the Company Technology, other exploitation of the Company Technology, and the conduct of the Business as conducted by the Company to date have not infringed, violated or misappropriated and do not currently infringe, violate or misappropriate the Intellectual Property of any Person; and (ii) no manufacture, use, sale importation or other activity by the Company with respect to any product or service in, or operation of, the Business has infringed, violated or misappropriated the Intellectual Property of any Person. Except as set forth on Schedule 3.15(h) of the Company Disclosure Letter, the Company has not received any communication, and, to the Knowledge of the Company, no Claim or Action has been instituted, settled or threatened that offers any license to third party Intellectual Property or alleges any such infringement, violation or misappropriation. None of the Company Technology is subject to any outstanding order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

(i) Except as set forth on Schedule 3.15(i) of the Company Disclosure Letter, to the Knowledge of the Company, no Person has infringed, violated or misappropriated any of the Company Technology, nor is there any Action that is pending or threatened, or that has been resolved, by the Company relating thereto.

(j) Except as set forth on Schedule 3.15(j) of the Company Disclosure Letter: (i) to the Knowledge of the Company no Action by any Person contesting the validity, enforceability, or ownership of any of the Company Technology has been asserted in writing against the Company nor is threatened; and (ii) none of the Company Technology is the product of any joint development activity or agreement with any third party, or has been developed or made in whole or in part using government funding or under a government Contract.

(k) Schedule 3.15(k) of the Company Disclosure Letter sets forth a true and complete list of all Software and Software Licenses used by, and material to, the Company in connection with the operation of the Business (other than off-the-shelf Software Licenses having an annual payment amount of less than $10,000) and accurately identifies which of such Software is owned by the Company, if any, which is licensed to or by the Company and the name of the owner, the licensee and/or the licensor, as

applicable. The Company owns and possesses the entire right, title, and interest in and to the Software that is owned by the Company, free and clear of all Liens, not subject to any co-ownership, right to use or joint development interests by any third party. The Software (i) does not incorporate, link to, or interface with any Public Software, (ii) is not subject to any license or other contractual obligation that (A) requires the Company to divulge to any Person any source code or trade secret that is part of the Software, (B) licenses a Person to create any derivative work based on the Software or any part thereof, or (C) licenses a Person to distribute or redistribute Software or any part thereof at no charge; and (iii) does not contain any time bomb, virus, worm, Trojan horse, back door, drop dead device, or any other Software that would interfere with its normal operation, would allow circumvention of security controls, or is intended to cause damage to hardware, Software or data. The Company has not modified or distributed any Public Software. The Company possesses a valid license to the Software that is used by the Company pursuant to a Software License (including pursuant to an off-the-shelf Software License). The Company is in material compliance with, and has conducted the Business so as to comply in all material respects with, all terms of all Software Licenses governing the Software. To the Knowledge of the Company, no party to any such Software License has given the Company notice of its intention to cancel, terminate, audit, or fail to renew any such Software Licenses.

3.16. Insurance.

(a) Schedule 3.16(a) of the Company Disclosure Letter sets forth a true and complete list of all insurance policies for the benefit of or providing coverage with respect to the Business and the Purchased Assets owned, licensed or leased by the Company (including policies providing property, casualty, liability and workers' compensation coverage and bond and surety arrangements) (the "Insurance Policies").

(b) Schedule 3.16(b) of the Company Disclosure Letter sets forth a true and complete list of all claims over $10,000 made by or on behalf of the Company under any Insurance Policies during the past two (2) years with respect to the Business or the Purchased Assets owned, licensed or leased by the Company.

3.17. Tax Matters. Except as set forth on Schedule 3.17 of the Company Disclosure Letter:

(a) The Company has timely filed all material Tax Returns that it was required to file under applicable Law. All such Tax Returns were true, correct and complete in all material respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been paid. There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Company, including the Purchased Assets owned, licensed or leased by the Company.

(b) The Company has withheld and remitted all Taxes required to have been withheld and timely remitted to the appropriate Governmental Authority in connection with any amounts paid by the Company to any employee, independent contractor, creditor, shareholder, non-resident or other third party. The Company has complied with all information reporting requirements related to such withholding.

(c) No claim has ever been made by a Governmental Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Tax by that jurisdiction or required to file a Tax Return in such jurisdiction.

(d) The Company (i) has not granted (nor is it subject to) any waiver currently in effect of the period of limitations for the assessment or collection of Tax or (ii) is not currently the beneficiary of any extension of time within which to file any Tax Return (which Tax Return has not yet been filed).

(e) No unpaid Tax deficiency has been asserted against or with respect to the Company or (insofar as the Company may be liable therefor) any Person to whose liabilities the Company has succeeded.

(f) The Company has complied with the provisions of any bulk transfer laws of all relevant jurisdictions in connection with the transactions contemplated by this Agreement.

(g) The Company is not a non-resident of Canada for the purposes of Section 116 of the Tax Act.

3.18. Compliance with Laws.

(a) The Company (including its predecessor entities) is and has been for the past five (5) years in compliance with all Laws and Governmental Orders that are or were applicable to it in connection with the operation of the Business which non-compliance would have a Material Adverse Effect on operation of the Business. The Company (including its predecessor entities) is and has been for the past five (5) years in compliance in all material respects with all Laws and Governmental Orders that are or were applicable to it in connection with the use of the Purchased Assets owned, licensed or leased by the Company (including its predecessor entities). Except as set forth on Schedule 3.18(a) of the Company Disclosure Letter, the Company has not received any written notice or other written communication from any Governmental Authority regarding any violation of or failure to comply with any applicable Law or Governmental Order with respect to the operation of the Business and use of the Purchased Assets owned, licensed or leased by the Company. For the past five (5) years, the Company has complied in all material respects with all Laws governing the marketing, advertising, promotion and sale (including any explicit or implicit claims related to health and/or cessation) heat-not-burn and heat-not-burn-related products, (including devices, consumables and components thereof (including the Company Technology and the Owner Technology)) and related accessories, and any other nicotine or synthetic nicotine containing products and related accessories, and any aerosol-producing or other inhalable products and related accessories and any other products or services provided by the Company. The Company has not provided and has no present plans to provide any good or service prohibited by Law or Governmental Order.

(b) Without limiting the foregoing, at no time has the Company, any Affiliate of the Company, any partner, officer, director, manager, equityholder, employee, consultant, independent contractor or agent thereof acting on any of their respective behalves made (as it relates to the Business), directly or indirectly, any payment or promise to pay, or gift or promise to give or authorized such a promise or gift, of any money or anything of value, directly or indirectly, to any Person that would subject the Company to liability under any Corrupt Practices Legislation.

(c) The Company has not violated in any material respect any import or export restrictions or Laws. The Company has not made sales or transacted business with Persons located, organized or resident in a country or territory that is subject to the economic sanctions or trade embargoes administered by the U.S. Treasury Office of Foreign Assets Control or the Government of Canada.

3.19. Permits or Licenses.

(a) Schedule 3.19(a) of the Company Disclosure Letter contains a complete and accurate list of each Permit or License (other than such Permits or Licenses, the absence of which would not, individually or in the aggregate, be material to the Company) that is held by the Company or any of its Subsidiaries in connection with the operation of the Business or that otherwise relates to the Business or the Purchased Assets owned, licensed or leased by the Company (other than Permits or Licenses required

under Environmental Laws that are set forth on Schedule 3.20(b) of the Company Disclosure Letter and as to which compliance matters are covered by Section 3.20).

(b) (i) Each Permit or License listed on Schedule 3.19(a) of the Company Disclosure Letter is valid and in full force and effect; (ii) the Company is, and at all times has been, in material compliance with all of the terms and requirements (including the payment in full of all fees and charges with respect thereto) of each Permit or License identified on Schedule 3.19(a) of the Company Disclosure Letter and (iii) the Company has not received any written notice from any Governmental Authority or any other Person regarding any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Permit or License or any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Permit or License. To the Knowledge of the Company, no event has occurred or circumstance exists that would (with or without notice or lapse of time) constitute or result directly or indirectly in a violation of or a failure to comply with any material term or requirement of any Permit or License listed on Schedule 3.19(a) of the Company Disclosure Letter or result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Permit or License listed on Schedule 3.19(a) of the Company Disclosure Letter. All applications required to have been filed for the renewal of the Permits or Licenses listed on Schedule 3.19(a) of the Company Disclosure Letter have been duly filed with the appropriate Governmental Authorities, and all other filings required to have been made with respect to such Permits or Licenses have been duly made with the appropriate Governmental Authorities. To the Knowledge of the Company, all the Permits or Licenses listed on Schedule 3.19(a) of the Company Disclosure Letter are in good standing with the Governmental Authorities and authorized registrars, except as disclosed in Schedule 3.19(a) of the Company Disclosure Letter. The Permits or Licenses listed on Schedule 3.19(a) of the Company Disclosure Letter collectively constitute all of the Permits or Licenses necessary to permit the Company to (i) conduct and operate the Business lawfully in the manner in which the Company currently conducts and operates the Business and (ii) own and use the assets used in the operation of the Business in the manner in which the Company currently owns and uses such assets (other than Permits or Licenses required under Environmental Laws that are set forth on Schedule 3.20(b) of the Company Disclosure Letter).

3.20. Environmental Matters.

(a) Except as set forth on Schedule 3.20(a) of the Company Disclosure Letter, the Company is and has for the past five (5) years been in compliance in all material respects with all Environmental Laws and all Permits or Licenses affecting or relating to the Business and the Purchased Assets owned, licensed or leased by the Company issued pursuant to Environmental Law (the "Environmental Permits").

(b) Except as set forth on Schedule 3.20(b) of the Company Disclosure Letter, (i) the Company has received or secured (or in the case of permits-by-rule, qualified for) in a timely manner all Environmental Permits to conduct the Business and operate the assets and processes as currently operated, and use the assets and processes as currently used in compliance in all material respects with Environmental Laws; (ii) each Environmental Permit is set forth in Schedule 3.20(b) of the Company Disclosure Letter and is currently in full force and effect; (iii) the Company is in compliance in all material respects with the terms and conditions of each such Environmental Permit set forth on Schedule 3.20(b) of the Company Disclosure Letter (including any plans, sampling and reporting required thereunder); and (iv) all applications for the renewal of such Environmental Permits have been duly filed on a timely basis with the appropriate Governmental Authority, and all other filings and reports required to have been made with respect to such Environmental Permits have been duly made on a timely basis with the appropriate Governmental Authority.

(c) The Environmental Permits set forth in Schedule 3.20(b) of the Company Disclosure Letter will not be terminated, invalidated or otherwise negatively affected as a result of the transactions contemplated by this Agreement, and no notification of assignment, change in control, change in ownership and/or operation, permit transfer, reapplication or other communication is required to be submitted to any Governmental Authority pertaining to any such Environmental Permit as a result of the transactions contemplated by this Agreement.

(d) Except as set forth on Schedule 3.20(d) of the Company Disclosure Letter, to the Knowledge of the Company, there are no liabilities (including encumbrances or restrictions on ownership, occupancy, use, operation, or transferability), obligations, or direct or indirect debts of any nature, whether absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, of the Company arising under or relating to any violation of any Environmental Law by the Company and the Company has not received any written notice alleging a violation of any Environmental Law from a Governmental Authority or other third party.

3.21. Real Property. The Company does not own, and never has owned, any interest in any real property. Schedule 3.21 of the Company Disclosure Letter lists the municipal address of each parcel of real property leased or subleased by the Company, together with all buildings, structures and Facilities located thereon (the "Leased Real Property"), including the identification of the lessee and lessor thereunder. The Company is not a sublessor or grantor under any sublease or other instrument granting any other Person any right to the possession, lease, occupancy or enjoyment of any Leased Real Property. The use and operation of the Leased Real Property in the conduct of the Business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. There are no Actions pending nor, to the Knowledge of the Company, threatened against or affecting the Leased Real Property or any portion thereof or interest therein in the nature of in lieu of condemnation or eminent domain proceedings.

3.22. No Adverse Change. Except as set forth on Schedule 3.22 of the Company Disclosure Letter, since April 26, 2021, the Company has operated the Business in the Ordinary Course of Business of the Company, and there has not been any:

(a) Material Adverse Effect;

(b) single or aggregate material loss, damage, condemnation or destruction to any of the properties of the Company in excess of $100,000 (whether covered by insurance or not);

(c) sale, lease or other transfer, or creation or incurrence of any Lien (other than Permitted Liens) on, any of the Purchased Assets owned, licensed or leased by the Company other than in the Ordinary Course of Business of the Company;

(d) cancellation or waiver of any claims or rights of material value other than in the Ordinary Course of Business of the Company;

(e) entry by the Company into a binding agreement with a Governmental Authority related to Tax, or any settlement of any Tax claim or assessment relating to the Company, or surrender of any right to claim a refund of Taxes;

(f) capital investment in, or any loan to, or any acquisition of the securities, of, any other Person (other than the Company), or acquisition of all or a substantial portion of the assets of any other Person, by the Company;

(g) capital expenditures or commitments for capital expenditures by the Company for which the outstanding amounts of unpaid obligations and commitments are in excess of $100,000;

(h) disposing of or permitting to lapse any rights in, to or for the use of any Company Technology;

(i) discharging, settling or satisfying any Action, including any disputed liability for Taxes, other than in the Ordinary Course of Business of the Company and where the amount in controversy is less than $100,000;

(j) waiving without consideration any material benefits to the Company of, or agreeing to terminate or modify in any material respect, any confidentiality, standstill or similar agreements to which the Company is a party; or

(k) agreement by the Company to do any of the foregoing.

3.23. Warranties; Liabilities; and Filings.

(a) The Company has no standard terms and conditions of sale of the goods or services of the Business.

(b) Except as set forth on Schedule 3.23 of the Company Disclosure Letter, for the past two (2) years, no material service warranty or similar claims have been made against the Company in connection with the Business, and there has not been any Recall conducted with respect to any product manufactured, shipped, sold or delivered by or on behalf of the Company, or, to the Knowledge of the Company, any investigation or decision made by any Person or Governmental Authority concerning whether to undertake or not undertake any such Recall. In the past two (2) years, the Company has not received (in connection with any product or service provided by the Company) written notice of: (i) any claim of personal injury, death or property or economic damages; (ii) any claim for punitive or exemplary damages; (iii) any claim for contribution or indemnification; or (iv) any claim for injunctive relief relating to the foregoing.

(c) Since April 26, 2021, the Company has manufactured its products and delivered its services, including the disposal of all waste materials resulting therefrom, in compliance in all material respects with all applicable Laws and Governmental Orders. All manufacturing and quality standards applied, testing procedures used and product specifications disclosed to customers by the Company have complied in all material respects with all requirements established by any applicable Law of the jurisdiction in which the products are sold or any applicable Governmental Order. For the past two (2) years, to the Knowledge of the Company, there has not been any material Occurrence.

(d) All material reports, statements, documents, registrations, filings or submissions required to be filed with any Governmental Authority to the extent they relate to the Business. All such reports and filings were in compliance with applicable Law in all material respects when filed or as amended or supplemented, and no material deficiencies have been asserted by any such Governmental Authority with respect to such reports and filings.

3.24. Affiliated Transactions. Except as set forth on Schedule 3.24 of the Company Disclosure Letter, the Company has not engaged in any transaction with (including by having purchased, licensed, leased or otherwise acquired any property or assets or obtained any services from, or sold, licensed, leased or otherwise disposed of any property or assets or provided any services to) any employee, shareholder, officer or director, or any Affiliate or familial relative of any of the foregoing or of the Company or its

Affiliates, except (a) with respect to remuneration for services as an employee, (b) equity grant agreements, and any agreements or instruments entered into in connection therewith, with the Company disclosed on Schedule 3.4(c) of the Company Disclosure Letter; (c) any employees or officers participation in Employee Benefit Plans; (d) employment agreements with employees of the Company entered into in the Ordinary Course of Business of the Company; and (e) indemnification agreement entered into with directors of the Company or any of its Subsidiaries in the Ordinary Course of Business of the Company. Except as set forth on Schedule 3.24 of the Company Disclosure Letter, the Company does not owe any contractual obligation or commitment to any of the foregoing (other than (i) compensation for current services not yet due and payable and reimbursement of expenses arising in the Ordinary Course of Business of the Company and (ii) contractual obligation or commitments pursuant to the matters contemplated by clause (b) through (e) of this Section 3.24), and none of the foregoing owes any amount or has any contractual obligation to the Company.

3.25. Company's Brokers' Fees. Except as set forth on Schedule 3.25 of the Company Disclosure Letter, the Company does not have any liability for any brokers' or finders' fees or any similar fees payable to brokers or finders in connection with the transactions contemplated hereby, nor has the Company retained any broker or other intermediary to act on its behalf in connection with the transactions contemplated by this Agreement.

3.26. Books and Records. The books and records of the Company, all of which have been made available to Buyer, are complete and correct in all material respects, reflect actual, bona fide transactions and have been maintained in accordance with sound practices.

3.27. Conflict Minerals. Except as set forth on Schedule 3.27 of the Company Disclosure Letter, to the Knowledge of the Company, no Purchased Asset contains a conflict mineral (as defined under Section 1502 of the Dodd Frank Act and the regulations and regulatory guidance thereunder) necessary for the functionality or the production of such Purchased Asset whether manufactured by the Company, directly or indirectly, that originated in the Democratic Republic of the Congo or another covered country (as defined under Section 1502 of the Dodd Frank Act and the regulations and regulatory guidance thereunder).

3.28. Securities Law and Related Matters.

(a) The Company is a reporting issuer (or the equivalent) under applicable Securities Laws in each of the provinces of Canada and is not in default of any material requirement of applicable Securities Laws. The Company Shares are listed and posted for trading on the Canadian Securities Exchange. None of the Subsidiaries of the Company are subject to any continuous or periodic or other disclosure requirements under applicable Securities Laws.

(b) The Company has not taken any action to cease to be a reporting issuer (or the equivalent) in any province of Canada nor has the Company received notification from any Securities Authority seeking to revoke the reporting issuer (or the equivalent) status of the Company. No Action or Governmental Order for the delisting, suspension of trading, or cease trade or other order or restriction with respect to any securities of the Company is in effect or pending or, to the Knowledge of the Company, has been threatened or is expected to be implemented or undertaken.

(c) The Company has timely filed with the Securities Authorities all forms, reports, schedules, statements, and other documents required to be filed under applicable Securities Laws since April 26, 2021. The Company has not filed any confidential material change report or other confidential filing with any Securities Authority which, at the date of this Agreement, remains confidential. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of the filings made by or on behalf of the Company with any Securities Authority (including any

documents publicly filed by or on behalf of the Company on the System for Electronic Document Analysis and Retrieval). Neither the Company nor any of its Subsidiaries is subject to any ongoing Action by any Securities Authority and, to the Knowledge of the Company, no such Action is threatened.

(d) To the Knowledge of the Company, no Company Shares are required by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* to be excluded from voting on the Transaction Resolution.

3.29. Special Committee and Board Matters.

(a) The Special Committee, after consultation with its financial advisor and outside legal counsel, has unanimously (i) recommended that the Board approve this Agreement and the transactions contemplated hereby (ii) resolved to unanimously recommend that the Company Shareholders vote in favor of the Transaction Resolution, (iii) determined that the consideration to be received by the Company pursuant to this Agreement is fair to the Company, and (iv) determined that the transactions contemplated by this Agreement are in the best interests of the Company, and no action has been taken to amend or supersede any of the foregoing determinations, resolutions or authorizations.

(b) The Board, after consultation with its financial advisor and outside legal counsel and after receiving the unanimous recommendation of the Special Committee, has unanimously (i) authorized the entering into of this Agreement and the performance by the Company of its obligations under this Agreement, (ii) resolved to unanimously recommend that the Company Shareholders vote in favor of the Transaction Resolution, (iii) determined that the consideration to be received by the Company pursuant to this Agreement, is fair to the Company, and (iv) determined that the transactions contemplated by this Agreement are in the best interests of the Company, and no action has been taken to amend or supersede any of the foregoing determinations, resolutions or authorizations.

(c) Each of the directors and officers of the Company has signed a Voting Agreement.

3.30. Funds Available. The Company has sufficient funds available to pay the Termination Fee in the event of a Termination Fee Event and all other fees and expenses for which the Company is responsible under the terms of this Agreement.

3.31. Disclosure. The Company has made available to Buyer all of the information reasonably available to the Company that Buyer has requested for deciding whether to enter into the transactions contemplated hereby. No representation or warranty of the Company in this Agreement (including the Company Disclosure Letter) misstates a material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE OWNERS

Except as set forth on the Owners' Disclosure Letter (subject to the limitations set forth in Section 15.6), the Owners hereby represent and warrant to Buyer, with respect to themselves only, as follows and acknowledge and agree that Buyer is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the transactions contemplated hereby:

4.1. Authorization; Enforceability. Each Owner has the requisite power and capacity to execute and deliver this Agreement and the other documents and instruments required hereby to which they are a party and to perform their obligations under this Agreement and the other documents and instruments required hereby to which they are a party. This Agreement is, and the other documents and instruments

required hereby to which an Owner is a party will be, when executed and delivered by the parties thereto, the valid and binding obligation of such Owner, enforceable against the Owner in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and (b) the availability of equitable remedies (whether in a proceeding in equity or at law).

4.2. No Violation or Conflict; Consents.

(a) Except as set forth on Schedule 4.2(a) of the Owners' Disclosure Letter, the execution, delivery and performance by each of the Owners of this Agreement and all of the other documents and instruments contemplated hereby to which an Owner is party do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) violate, conflict with or result in a breach of or default under, any provision of, or constitute an event that, after notice or lapse of time or both, would result in a violation of, conflict with, breach of or default under, or accelerate the performance required, or result in the loss of any benefit, under any Contract to which an Owner is a party or by which the Assets or Business of the Company are bound (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations);

(ii) result in the creation or imposition of any Liens on any Purchased Assets owned, licensed or leased by the Owners or on any properties or assets owned or used by any Owner; or

(iii) violate, conflict with or result in a breach of or default under any provision of or constitute an event that would result in a violation of, conflict with, breach of or default under any applicable Law or Governmental Order binding upon or applicable to the Owners.

(b) No notice to, filing or registration with, or authorization, consent or approval of, any Governmental Authority or any other Person is necessary or is required to be made or obtained by the Owners in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

4.3. Litigation.

(a) Except as set forth on Schedule 4.3(a) of the Owners' Disclosure Letter, there is no Action or Governmental Order of any kind pending or, to the Knowledge of the Owners, proposed or threatened, nor at any time during the past five (5) years have there been any such Actions or Governmental Orders pending or, to the Knowledge of the Owners, proposed or threatened (i) by or against an Owner relating to the Business or the Purchased Assets or (ii) that seeks restraint, prohibition, damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(b) Each of the Owners have made available to Buyer true and complete copies of (i) all pleadings and (ii) all material correspondence and other material documents relating to each item set forth on Schedule 4.3(a) of the Owners' Disclosure Letter.

4.4. Title to Purchased Assets. Except as set forth on Schedule 4.4 of the Owners' Disclosure Letter, the Owner Technology is owned solely and exclusively by the Owners directly, free and clear of all Liens other than Permitted Liens, and no other Person except the Owners have, or to the Knowledge of the Owners purports to have, any ownership or license in connection with or to the Owner Technology. Upon Buyer's payment of the Purchase Price in accordance with Section 2.3, good and valid title to the Purchased

Assets (other than Purchased Assets which are owned, licensed or leased by the Company), free and clear of any and all Liens except for Permitted Liens, will pass to Buyer.

4.5. Contracts.

(a) Each Assumed Contract that an Owner is a party to is in full force and effect and is the legal, valid and binding obligation of such Owner and, to the Knowledge of the Owners, the other party(ies) thereto, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and (ii) the availability of equitable remedies (whether in a proceeding in equity or at law). Except as set forth on Schedule 4.5(a) of the Owners' Disclosure Letter, no event has occurred or circumstances exist that could, with the passage of time or compliance with any applicable notice requirements or both, constitute a material default of, result in a material violation or material breach of, or give any right to accelerate, modify, cancel or terminate any Assumed Contract by an Owner or, to the Knowledge of the Owners, by any other party under any Assumed Contract, and, to the Knowledge of the Owners, no party to any such Assumed Contract intends to cancel, terminate or exercise any option under any such Assumed Contract, and there are no material disputes in connection therewith. The Owners have not made any prior assignment of any Assumed Contract or any of their rights or obligations thereunder. The Assumed Contracts represent all the Contracts necessary for manufacturing, marketing, promoting, distributing, licensing, selling, acquiring, holding, designing and developing the Owner Technology in the manner currently conducted by the Owners as of the Closing Date.

(b) No Owner is bound by any Contract that purports to limit in any material respect the ability of such Owner to engage in or continue any conduct, activity or practice relating to the Business.

(c) Except as set forth on Schedule 4.5(c) of the Owners' Disclosure Letter, no Owner is bound by any Contract agreeing to transfer the Owner Technology to any Person.

(d) There are no renegotiations or attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the Owners under the Assumed Contracts with any Person, and no such Person has demanded or requested such renegotiation.

(e) All Contracts to which the Owners are a party related to the Business or Purchased Assets owned, licensed or leased by the Owners have been entered into by such Owner without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation in any material respect of any Law.

(f) No security deposit, letter of credit, or similar security (or any portion thereof) has been applied in respect of a breach or default under any Assumed Contract that has not been redeposited in full.

4.6. Owner Technology.

(a) Schedule 4.6(a)(i) of the Owners' Disclosure Letter contains a true, complete and accurate list of each of all Intellectual Property Registrations constituting Owner Technology. To the Knowledge of the Owners, all Intellectual Property Registrations are in good standing with the Governmental Authorities and authorized registrars, except as disclosed in Schedule 4.6(a)(ii) of the Owners' Disclosure Letter.

(b) Except as set forth on Schedule 4.6(b) of the Owners' Disclosure Letter, the Owners own exclusively all right, title and interest in and to all of the Intellectual Property listed in Schedule

4.6(a)(i) of the Owners' Disclosure Letter free and clear of any and all Liens. There has been no previous sale, transfer, assignment or other grant of rights under the Owner Technology, or any other agreement by an Owner that will affect, in any material respect, title to, or Buyer's enjoyment of, such Owner Technology, including an assignment of full or partial rights in or to all or any portion of such Company Technology, a license, immunity, government grant, submission or identification to any standards setting body, covenant not to sue, or any other restriction on the rights relating to all or any portion of such Company Technology.

(c) Except as set forth on Schedule 4.6(c) of the Owners' Disclosure Letter, to the Knowledge of the Owners, none of the material Confidential Information included in the Owner Technology has been disclosed or authorized to be disclosed to a third party other than pursuant to written non-disclosure or confidentiality agreements or published patent applications and to the Knowledge of the Owners there have not been any breaches of such agreements.

(d) Except as set forth on Schedule 4.6(d) of the Owners' Disclosure Letter, to the Knowledge of the Owners no Person other than an Owner holds any right, title or interest, directly or indirectly, in whole or in part, in or to the Owner Technology, or, to the Knowledge of the Owners, has asserted any claim with regard to any Owner Technology.

(e) Except as set forth on Schedule 4.6(a)(iii) of the Owners' Disclosure Letter, each item of Intellectual Property listed on Schedule 4.6(a)(i) of the Owners' Disclosure Letter is exclusively owned by the Owners; to the actual knowledge of the Owners is valid and enforceable; and to the Knowledge of the Owners, there is no pending Action or allegation asserting the invalidity or unenforceability of, or asserting or contesting title or ownership of, any item of such Owner Technology, other than the expired and abandoned applications, office actions and challenges to the priority date, as identified in Schedule 4.6(a)(iii) of the Owners' Disclosure Letter.

(f) Except as set forth on Schedule 4.6(f) of the Owners' Disclosure Letter, to the Knowledge of the Owners, the manufacture, use, offer for sale, sale, and importation of products embodying the Owner Technology and other exploitation of the Owner Technology has not infringed, violated or misappropriated and does not currently infringe, violate or misappropriate the Intellectual Property of any Person. To the Knowledge of the Owners, no manufacture, use, sale importation or other activity by the Owners with respect to the Owner Technology has infringed, violated or misappropriated the Intellectual Property of any Person. Except as set forth on Schedule 4.6(f) of the Owners' Disclosure Letter, the Owners have not received any communication, and no Claim or Action has been instituted, settled or, to the Knowledge of the Owners, threatened that offers any license to third party Intellectual Property or alleges any such infringement, violation or misappropriation, and the Owner Technology is not subject to any outstanding order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

(g) Except as set forth on Schedule 4.6(g) of the Owners' Disclosure Letter, to the Knowledge of the Owners, no Person has infringed, violated or misappropriated any of the Owner Technology, nor is there any Action that is pending or threatened, or that has been resolved, by the Owners relating thereto.

(h) Except as set forth on Schedule 4.6(h) of the Owners' Disclosure Letter, no Action by any Person contesting the validity, enforceability, or ownership of the Owner Technology has been asserted in writing against the Owners nor, to the Knowledge of the Owners, is threatened. To the actual knowledge of the Owners, all issued Owner Technology is valid and enforceable. Except as set forth on Schedule 4.6(h) of the Owners' Disclosure Letter, none of the Owner Technology is the product of any joint development activity or agreement with any third party, or to the Knowledge of the Owners has been developed or made in whole or in part using government funding or under a government Contract.

4.7. Owners' Brokers' Fees. The Owners do not have any liability for any brokers' or finders' fees or any similar fees in connection with the transactions contemplated hereby, nor have the Owners retained any broker or other intermediary to act on their behalf in connection with the transactions contemplated by this Agreement.

4.8. Disclosure. The Owners have made available to Buyer all of the information reasonably available to the Owners that Buyer has requested for deciding whether to enter into the transactions contemplated hereby. No representation or warranty of the Owners in this Agreement (including the Owners' Disclosure Letter) misstates a material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

4.9. Tax Matters.

(a) Except as set forth on Schedule 4.9(a) of the Owners' Disclosure Letter, each of the Owners has filed all material Tax Returns that were required to be filed under applicable Law. All such Tax Returns were correct and complete in all material respects, and all Taxes due and owing by each of the Owners (whether or not shown on any Tax Return) have been paid. There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Owners, including the Purchased Assets owned, licensed or leased by the Owners.

(b) Except as set forth on Schedule 4.9(b) of the Owners' Disclosure Letter, each of the Owners has withheld and remitted all Taxes required to have been withheld and timely remitted to the appropriate Governmental Authority in connection with any amounts paid by each of the Owners to any employee, independent contractor, creditor, member, non-resident or other third party. Each of the Owners has complied with all information reporting requirements related to such withholding.

(c) In respect of each of the Owners, no claim has ever been made by a Governmental Authority in a jurisdiction where such Owner does not file Tax Returns that such Owner is or may be subject to Tax by that jurisdiction or required to file a Tax Return in such jurisdiction.

(d) Each of the Owners (i) has not granted (nor is it subject to) any waiver currently in effect of the period of limitations for the assessment or collection of Tax and (ii) is not currently the beneficiary of any extension of time within which to file any Tax Return (which Tax Return has not yet been filed).

(e) No unpaid Tax deficiency has been asserted against or with respect to an Owner or (insofar as an Owner may be liable therefor) any Person to whose liabilities an Owner has succeeded.

(f) Each of the Owners has complied with the provisions of any bulk transfer laws of all relevant jurisdictions in connection with the transactions contemplated by this Agreement.

(g) Each Owner is not a non-resident of Canada for the purposes of Section 116 of the Tax Act.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company and the Owners as follows and acknowledges and agrees that the Company and the Owners are relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the transactions contemplated hereby:

5.1. Organization of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

5.2. Authorization; Enforceability. Buyer has the full limited liability company power and authority to execute and deliver this Agreement and the other documents and instruments required hereby and to perform its obligations under this Agreement and the other documents and instruments required hereby. The execution and delivery by Buyer of this Agreement and each other document and instrument required hereby to be executed and delivered by it, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of Buyer and no other limited liability company proceedings on the part of Buyer are required to authorize this Agreement or any of the documents or instruments required hereby or for Buyer to consummate the transactions contemplated hereby or thereby. This Agreement is, and the other documents and instruments required hereby to which Buyer is a party will be, when executed and delivered by Buyer, the valid and binding obligation of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and (b) the availability of equitable remedies (whether in a proceeding in equity or at law).

5.3. No Violation or Conflict.

(a) Assuming the truth and accuracy of the representations and warranties of the Company and the Owners set forth in Article III and Article IV, the execution, delivery and performance by Buyer of this Agreement and all of the other documents and instruments contemplated hereby to which Buyer is a party do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with or result in any beach or violation of the Organizational Documents of Buyer;

(ii) violate, conflict with or result in a breach of or default under, any provision of, or constitute an event that, after notice or lapse of time or both, would result in a violation of, conflict with, breach of or default under, or accelerate the performance required, or result in the loss of any benefit, under any Contract to which Buyer is a party or by which Buyer's assets are bound (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations), except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or materially impair the ability of Buyer to effect the transactions contemplated by this Agreement; or

(iii) violate, conflict with or result in a breach of or default under any provision of or constitute an event that would result in a violation of, conflict with, breach of or default under any applicable Law or Governmental Order binding upon or applicable to Buyer.

(b) No notice to, filing or registration with, or authorization, consent or approval of, any Governmental Authority or any other Person is necessary or is required to be made or obtained by Buyer in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

5.4. Litigation. There is no Action or Governmental Order of any kind pending, or to the knowledge of Buyer, threatened that involves Buyer and that seeks restraint, prohibition, damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

5.5. Buyer's Brokers' Fees. Buyer has no liability for any brokers' or finders' fees or any similar fees in connection with the transactions contemplated hereby nor has Buyer retained any brokers or other intermediaries to act on its behalf in connection with the transactions contemplated by this Agreement.

5.6. Taxes.

(a) Buyer is a non-resident of Canada for purposes of the *Excise Tax Act* (Canada).

(b) Buyer is not a registrant for purposes of Part IX of the *Excise Tax Act* (Canada) or any applicable provincial sales tax legislation.

ARTICLE VI
INTERIM COVENANTS

6.1. Conduct Prior to Closing. From the date hereof through the Closing, the Company shall conduct the Business in the Ordinary Course of Business of the Company and not take any action inconsistent therewith, except as otherwise expressly (i) required or permitted by this Agreement, (ii) consented to by Buyer in writing, which consent will not be unreasonably withheld, delayed or conditioned, or (iii) required by Law. Without limiting the generality of the foregoing, from the date hereof through the Closing:

(a) the Company shall keep full and complete books and records;

(b) the Company shall maintain in full force and effect the Insurance Policies heretofore maintained (or policies providing substantially the same coverage);

(c) the Company and the Owners shall each take such commercially reasonable action as may be necessary to preserve the Purchased Assets owned, licensed or leased by them, respectively;

(d) the Company shall take such action as may be necessary to keep the Leased Real Property in good condition and repair;

(e) each of the Company and the Owners shall promptly notify Buyer in writing of (i) any loss or threatened loss of a Major Customer or Supplier of the Business or (ii) any Material Adverse Effect that has occurred;

(f) each of the Company and the Owners shall use its commercially reasonable efforts to perform all obligations arising from and preserve its rights under those of the Assumed Contracts to which it is party;

(g) each of the Company and the Owners shall defend and protect the properties and assets included in the Purchased Assets which it owns, licenses or leases from infringement or usurpation;

(h) the Company shall use its commercially reasonable efforts to preserve the Business intact and preserve for Buyer the existing goodwill of the employees, suppliers, vendors, customers and other Persons with which the Business has a relationship; and

(i) the Company shall comply with all Laws and Governmental Orders applicable to the Company in the conduct of the Business and the Company's use and ownership of the Purchased Assets owned, licensed or leased by the Company.

6.2. Negative Covenants. From the date hereof through the Closing, neither the Company nor the Owners, as applicable, will, except as otherwise expressly (i) required or permitted by this Agreement, (ii) consented to by Buyer in writing, which consent will not be unreasonably withheld, delayed or conditioned, or (iii) required by Law:

(a) mortgage, pledge or hypothecate or otherwise subject to a Lien (other than a Permitted Lien) any of the Purchased Assets owned, licensed or leased by it or Assumed Contracts to which it is party to secure any Indebtedness or for any other purpose;

(b) lease, license, sell or leaseback or otherwise surrender, relinquish, sell or dispose of any Purchased Assets owned, licensed or leased by it or any Assumed Contracts to which it is party;

(c) acquire, in any manner, any material assets for the Business, except for purchases of components, raw materials or supplies in the Ordinary Course of Business of the Company, [redacted] Sensitive Commercial Information

(d) adopt a plan of complete or partial liquidation, dissolution, merger, amalgamation, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries, except that the Company will be permitted to reduce the capital of the Multiple Voting shares and the Subordinate Voting shares of the Company in the manner described in the Company Circular if resolutions approving such reductions are approved at the Shareholder Meeting, without the consent of the Buyer;

(e) make or change any Tax election with respect to the Business or the Purchased Assets;

(f) change any of the accounting methods used by the Company in connection with the Business unless required by applicable Law;

(g) amend or otherwise alter (including by amalgamation or otherwise) the Company's Organizational Documents or the organizational documents of any of its Subsidiaries;

(h) make any new capital expenditure or other expenditures for the Business in excess of $10,000 (including in respect of research and development);

(i) commence, pay, discharge, settle, compromise, satisfy or threaten or offer to commence, pay, discharge, settle, compromise or satisfy any Claims or Actions, (absolute, accrued, asserted or unasserted, contingent or otherwise) of the Business, waive or assign or threaten or offer to waive or assign any Claims or Actions or rights of substantial value of the Business;

(j) assign any Assumed Contract to which it is party, modify or amend any Assumed Contract to which it is a party, waive, release, assign or fail to exercise or pursue any rights or claims under any Assumed Contract to which it is a party or accelerate, terminate or cancel any Assumed Contract to which it is party;

(k) disclose any confidential or proprietary information of the Company concerning the Business, the Company Technology or the Owner Technology other than in the Ordinary Course of Business of the Company and pursuant to a confidentiality agreement restricting the right of the recipient thereof to use and disclose such confidential or proprietary information;

(l) waive any material benefits of, or agree to modify in any material respect, or, subject to the terms hereof, fail to enforce in any material respect, or consent to any matter with respect to which consent is required under, any material confidentiality, standstill or similar contract for the benefit of the Business and to which the Company or any of the Owners is a party;

(m) sell, transfer, assign or license to any Person or abandon or encumber any rights to (i) any Company Technology, or (ii) the Owner Technology;

(n) buy, transfer from or license (for the operation of the Business) from any Person any Intellectual Property of any other Person except in Ordinary Course of Business of the Company;

(o) distribute, license or co-promote any product of the Business (including products under development and products licensed by the Company);

(p) enter into, approve or recommend (or propose publicly to approve or recommend), or permit any of the Company's Affiliates to enter into, any agreement requiring, or reasonably expected to cause, the Company to abandon, terminate, delay or fail to consummate, or that would otherwise impede, interfere or be inconsistent with, any of the transactions contemplated by this Agreement or requiring, or reasonably expected to cause, the Company to fail to comply with this Agreement;

(q) take any action that would or is reasonably likely to result in any of the conditions set forth in Article VIII not being satisfied as of the Closing Date; or

(r) agree to do any of the foregoing.

6.3. Access to Information. Between the date of this Agreement and the Closing, Buyer and its authorized representatives will be given full access at all reasonable times, and in a manner that will not unreasonably interfere with the Company's normal operation of the Business, to: (a) the Company's officers, directors, employees, legal advisors, accountants, consultants and other advisors to the extent related to the Business, (b) the Company's customers and suppliers to the extent related to the Business, (c) the Purchased Assets and Assumed Contracts and (d) the Leased Real Property and other premises of the Business. All such information shall be kept confidential in accordance with the Confidentiality Agreement.

6.4. Commercially Reasonable Efforts. Subject to the terms and conditions herein provided, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper and advisable under applicable Law, the Assumed Contracts or otherwise to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, each Party shall use its commercially reasonable efforts to obtain the Required Consents, obtain such other waivers, consents, approvals, clearances, orders and authorizations and send written notice as may be reasonably requested by Buyer with respect to any Assumed Contract or Permit or License, and satisfy the other conditions precedent to Closing set forth in Article VIII. Notwithstanding anything in this Section 6.4 to the contrary, with respect to obtaining any consents or approvals required by any Governmental Authority, Buyer shall not be required to, and the Company shall not agree that Buyer will, sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate, before or after the Effective Time, any assets, licenses, operations, rights, product lines, businesses or interest therein of Buyer or any of its Affiliates (or to consent to any of the foregoing actions) or agree to any changes or restriction on, or other impairment of, the ability of Buyer or any of its Affiliates to own or operate any of their respective assets, licenses, operations, rights, product lines, businesses or interests therein or Buyer's ability to exercise full ownership rights with respect to the Purchased Assets and the Assumed Contracts after the Closing.

6.5. Public Announcements. The Parties shall agree on the text of the news release to be issued by either of them to announce the execution of this Agreement. Each of the Company and the Owners will not, and will cause their respective Affiliates and each of its and their officers, directors and employees to not, issue or cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby unless Buyer has provided its prior written consent as to the form, content and timing of such press release or announcement; provided that any Party that is required to make disclosure by Law or stock exchange rules and regulations shall use its commercially reasonable efforts to give the other Party prior written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure.

6.6. Confidentiality Agreement. Notwithstanding the execution of this Agreement, the Confidentiality Agreement shall remain in full force and effect through the Effective Time, at which time the Confidentiality Agreement shall terminate and be of no further force and effect, except as otherwise provided therein.

6.7. Notice of Certain Events. Each of the Company and the Owners shall give Buyer prompt written notice when the Company or the Owners, as applicable, becomes aware that a representation or warranty made by it in this Agreement was not true or accurate when made, or becomes aware of any of the following:

(a) the occurrence of any event or the existence of any circumstance that would be reasonably likely to cause any representation or warranty made by it and contained in this Agreement to be inaccurate or to be breached if such representation or warranty were made at the time of such event or circumstance;

(b) the breach of or failure to perform any covenant or obligation by which it is bound in this Agreement;

(c) the receipt by it of a notice or other communication from a Person alleging that such Person's consent or approval (other than a Required Consent) is or may be required in connection with this Agreement and the transactions contemplated herein;

(d) the receipt by it of a notice or other communication from any Governmental Authority in connection with this Agreement or any of the transactions contemplated herein, or concerning an actual or potential violation of Law relevant to the Business, this Agreement or the transactions contemplated herein;

(e) the initiation or threatened initiation of an Action by any Person (including any Governmental Authority) that seeks restraint, prohibition, damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, or that otherwise questions the validity or legality of this Agreement or the consummation of the transactions contemplated herein;

(f) the occurrence of any Material Adverse Effect; or

(g) the occurrence of any other event, the existence of any other circumstance, or the failure of a circumstance to occur that might make the satisfaction of the conditions in Article VIII impossible or unlikely;

provided, however, that any such notification shall not affect the representations, warranties, covenants, agreements or obligations of the Company or the Owners set forth in this Agreement or Buyer's rights and remedies with respect thereto.

6.8. Voting Agreements. The Company will use its best efforts to obtain voting agreements, in a form substantially similar to the Voting Agreements, from Company Shareholders representing seventeen and eleven hundredths percent (17.11%) of the votes entitled to vote at the Shareholder Meeting whereby each such shareholder, including the Persons listed on Schedule 6.8 of the Company Disclosure Letter, will agree to vote in favor of the Transaction Resolution.

6.9. Shareholder Meeting. Subject to the terms of this Agreement, the Company shall:

(a) convene and conduct the Shareholder Meeting in accordance with the Company's Organizational Documents and applicable Law, as soon as reasonably practicable after the date of this Agreement (but in any event on or before June 22, 2022), with the record date for notice of and voting at the Shareholder Meeting to be as soon as reasonably practicable after the date of this Agreement (and, subject to applicable Law, in any event on or before May 23, 2022), for the purpose of considering and attempting to obtain the Requisite Approvals of the Transaction Resolution and for any other proper purpose as may be set out in the Company Circular and agreed to by Buyer, and, in this regard, the Company shall abridge, as necessary, any time periods that may be abridged under Securities Laws and shall not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Shareholder Meeting without the prior written consent of Buyer, except as required or permitted under Section 7.4(e) or Section 14.2(c), as required for quorum purposes (in which case the Shareholder Meetings shall be adjourned or postponed and not cancelled), as required by Law or by a Governmental Authority, or with the prior written consent of Buyer. Notwithstanding anything to the contrary herein, if in the reasonable opinion of Buyer, the Requisite Approval is not likely to be obtained at the Shareholder Meeting as scheduled, Buyer shall be entitled to require that the Company to adjourn or postpone the Shareholder Meeting for a maximum of thirty (30) days;

(b) not propose or submit for consideration at the Shareholder Meeting any business other than the Transaction Resolution and the transaction contemplated hereby without Buyer's prior written consent;

(c) solicit proxies in favor of the approval of the Transaction Resolution, and against any resolution submitted by any Person that is inconsistent with the Transaction Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by Buyer, using a proxy solicitation services firm (which proxy solicitation services shall be at the sole expense of Buyer) and reasonably cooperating with any Persons engaged by Buyer to solicit proxies in favor of the approval of the Transaction Resolution;

(d) provide Buyer with copies of or access to information regarding the Shareholder Meeting (included any information generated by the Company's transfer agent any dealer or proxy solicitation services firm engaged by the Company, as requested from time to time by Buyer);

(e) consult with Buyer in fixing the date of the Shareholder Meeting and the record date for the Shareholder Meeting in accordance with Section 6.9(a) hereof, and allow Buyer's representatives and legal counsel to attend the Shareholder Meeting;

(f) advise Buyer, at such times as Buyer may reasonably request and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Shareholder Meeting, as to the

aggregate tally of the proxies received by the Company in respect of the Transaction Resolution (for greater certainty, specifying votes "for" and votes "against" the Transaction Resolution);

(g) promptly advise Buyer of (i) any communication (written or oral) received from, or Claims brought by (or threatened to be brought by), any Person in opposition to the Transaction Resolution or the transactions contemplated hereby (and the number of Company Shares they hold, if known to the Company or if included in such communication), and (ii) any purported written exercise or withdrawal of dissent rights by a Person (and the number of Company Shares they hold, if known to the Company or if included in such written exercise), and, subject to Law, the Company shall cooperate with and provide Buyer with (A) an opportunity to review and comment upon in advance any written communication or exercise to be sent by or on behalf of the Company to any Person in opposition to the Transaction Resolution, (B) a copy of any such written communication and (C) an opportunity to participate in any discussions, negotiations or proceedings with or including such Persons;

(h) not settle or compromise or agree to settle or compromise, or make, or agree to make, any payment with respect to matter referred to in Section 6.9(g) without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed);

(i) not change, without Buyer's prior written consent, the record date for the Company Shareholders entitled to receive notice of and vote at the Shareholder Meeting (including in connection with any adjournment or postponement of the Shareholder Meeting), unless required by Law; and

(j) at the reasonable request of Buyer from time to time, provide Buyer with a list of the (i) registered Company Shareholders, together with their addresses and respective holdings of Company Shares, (ii) names, addresses and holdings of all Persons owning securities that entitle the holder to subscribe for or otherwise acquire Company Shares, and (iii) participants and book-based nominee registrants, such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of Company Shares, together with their addresses and respective holdings of Company Shares, all as of a date that is as close as reasonably practicable to the date of delivery of such lists, and shall from time to time require that its registrar and transfer agent furnish Buyer with such additional information, including updated or additional lists of Company Shareholders and lists of securities positions and other assistance as Buyer may reasonably request.

6.10. The Company Circular.

(a) The Company shall as promptly and reasonably practicable after the date of this Agreement, so as to permit the Shareholder Meeting to be held by the date specified in Section 6.9(a): (i) prepare and complete, in consultation with Buyer, the Company Circular, together with any other documents required by applicable Law in connection with the Shareholder Meeting, and (ii) cause the Company Circular and such documents to be filed with the Securities Authorities or any other required Governmental Authority and sent to each Company Shareholder and other Persons entitled to receive notice of and/or vote at the Shareholder Meeting. The Company shall ensure that the Company Circular complies, in all material respects with applicable Law, does not contain a Misrepresentation (other than with respect to any written information about Buyer that is furnished in writing by or on behalf of Buyer or its representatives for inclusion in the Company Circular (and the Company shall not be responsible for such written information)) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Shareholder Meeting. Without limiting the generality of the foregoing, the Company Circular must include:

(i) a summary and copy of the Fairness Opinion;

(ii) a statement that the Special Committee has received the Fairness Opinion and has, after consulting with outside legal counsel and financial advisors, unanimously (A) recommended that the Board approve this Agreement, (B) determined that the transactions contemplated by this Agreement are in the best interests of the Company, (C) determined that the consideration to be received by the Company pursuant to this Agreement is fair to the Company, and (D) recommends that the Company Shareholders vote in favor of the Transaction Resolution;

(iii) a statement that the Board has, after consulting with outside legal counsel and financial advisors and receiving the recommendation of the Special Committee, unanimously (A) determined that this Agreement is in the best interests of the Company, (B) determined that the consideration to be received by the Company pursuant to this Agreement, is fair to the Company, and (C) recommends that the Company Shareholders vote in favor of the Transaction Resolution (the "Board Recommendation");

(iv) a statement that each director and executive officer of the Company who holds Company Shares entitled to vote at the Shareholder Meeting has entered into a Voting Agreement pursuant to which, and subject to the terms of each such Voting Agreement, such director and executive officer of the Company has committed to vote all such individual's Company Shares in favor of the Transaction Resolution; and

(v) a statement as to the number and percentage of Company Shares held by Company Shareholders who have (subject to the terms of the Voting Agreements) committed to vote in favor of the Transaction Resolution pursuant to the terms of the Voting Agreements.

(b) The Company shall give Buyer and their legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular (including any supplement or amendment to the Company Circular) and other related documents, and shall give reasonable consideration to any comments made by Buyer and its legal counsel, and agrees that all information relating solely to Buyer included in the Company Circular must be in a form and content satisfactory to Buyer, acting reasonably. The Company shall provide Buyer with a final copy of the Company Circular prior to its mailing to the Company Shareholders entitled to receive notice of and vote at the Shareholder Meeting.

(c) The Company shall promptly notify Buyer if it becomes aware that the Company Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Company Circular as required or appropriate and the Company shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Company Circular to the Persons to whom the Company Circular was sent pursuant to Section 6.10(a) and, if required by Law, file the same with the Securities Authorities or any other Governmental Authority as required.

(d) The Company will promptly inform Buyer of any requests or comments made by the Securities Authorities in connection with the Company Circular. Each of the Parties shall use its respective commercially reasonable efforts to resolve all requests or comments made by the Securities Authorities with respect to the Company Circular and any other required filings under applicable Securities Laws as promptly as practicable after receipt thereof.

6.11. Manufacturer Agreement. [redacted]


Sensitive Commercial Information

ARTICLE VII
NON-SOLICITATION

7.1. Non-Solicitation.

(a) Except as provided in this Article VII, the Company shall not, and shall cause the Company's Affiliates not to, after the date hereof, directly or indirectly, through any officer, director, employee, agent, representative, Affiliate or otherwise:

(i) solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries or by entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) continue, enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than Buyer and its Affiliates) regarding any Acquisition Proposal or inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, provided that the Company may (A) communicate in writing (with a copy to Buyer) to any Person who submits an Acquisition Proposal solely for the purposes of clarifying the express terms of such Acquisition Proposal (provided such Acquisition Proposal did not result from a breach by the Company of its obligations under Article VII); (B) advise any Person of the restrictions of this Agreement; and (C) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute a Superior Proposal, in each case, if, in so doing, no other information that is prohibited from being communicated under this Agreement is communicated to such Person;

(iii) make a Change in Recommendation;

(iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five (5) Business Days following such public announcement or public disclosure, or in the event that the Shareholder Meeting is scheduled to occur within such five (5) Business Days period, prior to the third (3rd) Business Day prior to the date of the Shareholder Meeting, will not be considered to be in violation of this Section 7.1), provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five (5) Business Day or third (3rd) Business Day period, as applicable; or

(v) accept, approve, endorse, recommend or execute or enter into, or publicly propose to accept, approve, endorse, recommend or execute or enter into, any agreement, letter of intent, understanding or arrangement in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with Section 7.3).

(b) The Company shall, and shall cause its Subsidiaries and its and their Affiliates and its and their respective representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation or other activities commenced prior to the date of this Agreement with any Person (other than Buyer, its Affiliates and its and their representatives acting in their capacity as such) with respect to any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection therewith, the Company will:

(i) immediately discontinue disclosure of information to and access to any confidential information, properties, facilities and books and records for any such Person; and

(ii) within three (3) Business Days of the date hereof, request to the extent it is entitled to do so, (A) the return or destruction of all copies of any confidential information regarding the Company or any of its Subsidiaries provided to any such Person and (B) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any of its Subsidiaries provided to any such Person, in each case using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

(c) The Company covenants and agrees that (i) it shall take all commercially reasonable action necessary to enforce each confidentiality, standstill or similar agreement, restriction or covenant to which it or any of its Subsidiaries is a party and (ii) neither it, nor any of its Subsidiaries nor any of their respective Affiliates or representatives have or will, without the prior written consent of Buyer (which may be withheld or delayed in Buyer's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting the Company or any of its Subsidiaries under any confidentiality, standstill or similar agreement, restriction or covenant to which the Company or any of its Subsidiaries is a party (it being acknowledged by Buyer that the automatic termination or release of any standstill restrictions as a result of entering into and announcing this Agreement shall not be a violation of this Section 7.1(c)).

7.2. Notification of Acquisition Proposals. If the Company or any of its Subsidiaries or any of their respective Affiliates or representatives receives or otherwise becomes aware of any written or oral inquiry, proposal, request or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries that is made in connection with any inquiry, proposal, request or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, including but not limited to information, access or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company shall promptly notify Buyer, at first orally and then as soon as reasonably practicable (and in any event within twenty-four (24) hours) in writing, of such Acquisition Proposal, inquiry, proposal, request or offer, including a description of its material terms and conditions, and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request and shall provide Buyer with copies of all written documents, correspondence and other material received, and if not in writing or electronic form, a description of the material terms of such correspondence or communication, in respect of, from or on behalf of any such Person. The Company shall keep Buyer informed on a timely basis of the status of developments and (to the extent permitted by Section 7.3) negotiations with respect to any such Acquisition Proposal, inquiry, proposal, offer or request,

including any changes, modifications or other amendments to the material terms thereof, and shall respond as promptly as practicable to Buyer's reasonable questions with respect thereto.

7.3. Responding to an Acquisition Proposal.

(a) Notwithstanding Section 7.1 or any other agreement between the Parties, if at any time after the date hereof and prior to approval of the Transaction Resolution by the Company Shareholders at the Shareholder Meeting, the Company receives a *bona fide* written Acquisition Proposal from a Person, the Company, any of its Subsidiaries or any of their respective Affiliates or representatives may enter into, engage in, participate in, facilitate and maintain discussions or negotiations with, and otherwise cooperate with or assist, such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of any information properties, facilities, books or records of the Company and its Subsidiaries to such Person if, and only if:

(i) the Board first determines in good faith, after consultation with its outside legal counsel and its financial advisors, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;

(ii) such Acquisition Proposal did not involve a breach by the Company of its obligations under this Article VII and the Company has been, and continues to be, in compliance with its obligations under this Article VII;

(iii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;

(iv) prior to providing any such copies, access or disclosure, (A) the Company enters into a confidentiality and standstill agreement with such Person on terms that are no less favorable to the Company and no more favorable to such Person, taken as a whole, than those of the Confidentiality Agreement (provided that such confidentiality and standstill agreement may permit such Person to submit an Acquisition Proposal on a confidential basis to the Board) and (B) any such copies, access or disclosure provided to such Person shall have already been (or shall simultaneously be) provided to Buyer; the Company promptly provides Buyer with prior written notice stating the Company's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure; and

(b) prior to providing any such copies, access or disclosure to such Person, the Company provides Buyer with a true, complete and final executed copy of the confidentiality and standstill agreement referred to in Section 7.3(a)(iv).

7.4. Right to Match.

(a) If, prior to the Transaction Resolution being approved by the Company Shareholders at the Shareholder Meeting, the Company receives an Acquisition Proposal that the Board determines, in good faith, constitutes a Superior Proposal, the Board may, subject to compliance with this Article VII, authorize the Company to enter into a definitive agreement with respect to such Superior Proposal or make a Change in Recommendation, if and only if:

(i) such Superior Proposal did not involve a breach by the Company of its obligations under this Article VII;

(ii) the Person making such Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;

(iii) the Company has been, and continues to be, in compliance with its obligations under this Article VII;

(iv) the Company has delivered to Buyer a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement with respect to such Superior Proposal or make a Change in Recommendation, together with a written notice from the Board regarding the value and financial terms that the Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Acquisition Proposal (a "Superior Proposal Notice");

(v) the Company has provided Buyer with a copy of the proposed definitive agreement for the Superior Proposal and all other agreements which are ancillary to such definitive agreement and all supporting materials, including financing commitment documents supplied to the Company in connection therewith;

(vi) at least five (5) Business Days have elapsed from the date that is the later of the date on which Buyer received the Superior Proposal Notice and the date on which Buyer received all of the materials set forth in Section 7.4(a)(v) (the "Matching Period");

(vii) during any Matching Period, Buyer has had the opportunity (but not the obligation), in accordance with Section 7.4(b), to offer to amend this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(viii) after the Matching Period, the Board has determined in good faith, after consultation with the Company's outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the this Agreement as offered to be amended by Buyer under Section 7.4(b)); and

(ix) prior to or concurrently with entering into such definitive agreement the Company terminates this Agreement pursuant to Section 14.1(a)(iv) and pays the Termination Fee pursuant to Section 7.7.

(b) During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (i) Buyer shall have the opportunity (but not the obligation), to offer to amend this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal; (ii) the Board shall review any offer made by Buyer to amend the terms of this Agreement under Section 7.4(b), in good faith in and in consultation with outside legal counsel and financial advisors, to determine whether such offer would, upon acceptance, result in the Acquisition Proposal previously determined to constitute a Superior Proposal ceasing to be a Superior Proposal; and (iii) if the Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of such amendment, the Company shall negotiate in good faith with Buyer to make such amendments to the terms of this Agreement as would enable Buyer to proceed with the transactions contemplated by this Agreement on such amended terms. If, as a consequence of the foregoing, the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Board shall promptly so advise Buyer and the Company and Buyer shall amend this Agreement to reflect such offer made by Buyer, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(c) Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Company or the Company Shareholders or other material terms or conditions of such Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.4 and Buyer shall

be afforded a new Matching Period from the later of the date on which Buyer received the Superior Proposal Notice and the date on which Buyer received all of the materials set forth in Section 7.4(a)(v) with respect to such new Superior Proposal.

(d) The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal that the Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 7.4(b) would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide Buyer and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Buyer and its legal counsel.

(e) If the Company provides a Superior Proposal Notice to Buyer on a date that is less than ten (10) Business Days before the Shareholder Meeting, the Company shall be entitled to, and Buyer shall be entitled to require the Company to, adjourn or postpone the Shareholder Meeting to a date that is not more than ten (10) Business Days after the scheduled date of the Shareholder Meeting; provided, however, that the Shareholder Meeting shall not be adjourned or postponed to a date later than five (5) Business Days before August 11, 2022 (the "Outside Date").

7.5. Permitted Disclosure. Subject to Section 6.5, nothing contained in this Agreement shall prohibit the Board or the Company from making disclosure to Company Shareholders, if the Board, acting in good faith and upon the advice of outside legal counsel, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Board or such disclosure is otherwise required under applicable Law in response to an Acquisition Proposal (including by responding to an Acquisition Proposal in a directors' circular under applicable Securities Laws). In addition, nothing contained in this Agreement shall prevent the Company, or the Board from calling and/or holding a meeting of the Company Shareholders requisitioned by such shareholders in accordance with applicable Laws that was not solicited, supported or encouraged by the Company or any of its Affiliates or representatives. The Company shall provide Buyer and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any disclosure to be made pursuant to this Section 7.5 and shall give reasonable consideration to comments made by Buyer and its outside legal counsel. Notwithstanding anything to contrary in this Section 7.5, neither the Board nor any committee of the Board shall be permitted to make a Change in Recommendation in response to an Acquisition Proposal other than as permitted by Section 7.4(a).

7.6. Breach by Subsidiaries and Representatives. Without limiting the generality of the foregoing in this Article VII: (a) the Company shall advise its Subsidiaries and its and their representatives of the prohibitions set out in this Article VII; (b) any violation of the restrictions set forth in Article VII by the Company, its Subsidiaries, any Owner or any employee, officer, director, agent, advisor or representative of any of the foregoing will be deemed to be a breach of this Article VII by the Company; and (c) the Company shall be responsible for any breach of this Article VII by its Subsidiaries and its and its Subsidiaries' respective employees, officers, directors, agents, advisors or representatives.

7.7. Termination Fee.

(a) If a Termination Fee Event occurs, the Company shall pay or cause to be paid to Buyer the Termination Fee in accordance with Section 7.7(c).

(b) For the purposes of this Agreement, "Termination Fee" means $5,025,000, and "Termination Fee Event" means the termination of this Agreement:

(i) by Buyer, pursuant to Section 14.1(a)(v)(2); [*Change in Recommendation; Breach of Non-Solicit*]

(ii) by the Company, pursuant to Section 14.1(a)(iv) [*Superior Proposal*];

(iii) by the Company or Buyer, pursuant to Section 14.1(a)(ii)(1) [*Transaction Resolution not Approved*] or Section 14.1(a)(ii)(3) [*Closing not Prior to Outside Date*], or by Buyer pursuant to Section 14.1(a)(v)(1) [*Breach*] (or is terminated by the Company or Owners pursuant to a different section of Section 14.1 at a time when this Agreement was terminable by Buyer pursuant to Section 14.1(a)(ii)(1) [*Transaction Resolution not Approved*], Section 14.1(a)(ii)(3) [*Closing not Prior to Outside Date*] or Section 14.1(a)(v)(1) [*Breach*]) if:

(1) prior to such termination, an Acquisition Proposal is made, publicly announced or otherwise publicly disclosed by any Person (other than Buyer or its Affiliates); and

(2) within twelve (12) months following the date of such termination, (i) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) is consummated, or (ii) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a Contract in respect of an Acquisition Proposal (other than a confidentiality or standstill agreement permitted by and in accordance with Section 7.3) and such Acquisition Proposal is later consummated (whether or not within the twelve (12) month period following such termination).

(c) If a Termination Fee Event occurs due to a termination of this Agreement by the Company pursuant to Section 14.1(a)(iv) [*Superior Proposal*], the Termination Fee shall be paid prior to or concurrently with the occurrence of such Termination Fee Event. If a Termination Fee Event occurs due to a termination of this Agreement by Buyer pursuant to Section 14.1(a)(v)(2)[*Change in Recommendation; Breach of Non-Solicit*], the Termination Fee shall be paid within two (2) Business Days following such Termination Fee Event. If a Termination Fee Event occurs in the circumstances set out in Section 7.7(b)(iii) [*Acquisition Proposal Following Termination*], the Termination Fee shall be paid within two (2) Business Days following the consummation/closing of the Acquisition Proposal referred to therein, but prior to payment of such amount, the Company shall be deemed to hold such funds in trust for Buyer. Any Termination Fee shall be paid, or caused to be paid, by the Company to Buyer (or as directed by Buyer) by wire transfer in immediately available funds to an account designated by Buyer. For the avoidance of doubt, in no event shall the Company be obligated to pay the Termination Fee on more than one occasion, whether the Termination Fee may be payable pursuant to one or more than one provision of this Agreement at the same time or at different times and upon the occurrence of different events.

(d) Each Party acknowledges that the agreements contained in this Section 7.7 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Parties would not enter into this Agreement, and that the Termination Fee amount set out in this Section 7.7 are liquidated damages, and not a penalty. The Company and the Owners irrevocably waive any right it may have to raise as a defense that any such liquidated damages are excessive or punitive. If the Company fails to timely pay any amount due pursuant to this Section 7.7, it shall also pay any costs and expenses incurred by Buyer in connection with a legal action to enforce this Agreement that results in a judgment against the Company for the payment of the Termination Fee, together with interest on the amount of any unpaid fee, cost or expense at the a rate of the prime rate of The Bank of Canada *plus* two percent (2%) from the date such fee, cost or expense was required to be paid to (but excluding) the payment date.

(e) In the event that the Termination Fee is paid in full to Buyer (or as it directs) in the manner provided in this Section 7.7, no other amounts will be due and payable as damages or otherwise by the Company and Buyer hereby agrees that such payment is its sole and exclusive remedy in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination and is the maximum aggregate amount that the Company shall be required to pay in lieu of any damages or any other payments or remedy that Buyer may be entitled to in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination; provided, however, that (i) this limitation shall not apply in the case of Willful Breach by the Company or the Owners of their representations, warranties, covenants or agreements set forth in this Agreement, or Fraud (which breach and liability therefor shall not be affected by the termination of this Agreement or the payment of the Termination Fee) and (ii) this limitation, or the payment of the Termination Fee, shall not affect, reduce or otherwise limit any Liability any Owner may have hereunder.

(f) Any Termination Fee shall be paid free and clear and without withholding or deduction for Taxes, unless such withholding or deduction is required by Law. If the Company is required by Law to withhold or deduct any amount for or on account of Taxes from the payment of the Termination Fee (or portion thereof, as applicable), the Company shall remit or cause to be remitted the full amount so withheld and deducted to the applicable Governmental Authority. To the extent that the Company deducts or withholds any amount from the Termination Fee payable Buyer, such withheld or deducted amounts will be treated for all purposes of this Agreement as not having been paid to Buyer, and the Company shall pay such additional amounts to Buyer as are necessary so that after such amounts have been deducted or withheld (including such amounts that are deducted or withheld with respect to additional sums payable under this Section 7.7(f)) Buyer receives an amount equal to the sum it would have received had no such amounts been deducted or withheld.

ARTICLE VIII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent (which conditions are for the exclusive benefit of Buyer and may only be waived, in whole or in part, by Buyer in its sole discretion):

8.1. Representations and Warranties. Each of the representations and warranties of the Company and the Owners, as applicable, set forth in this Agreement (a) that are not qualified by the term "materiality" (including the word "material") and do not contain a term such as "Material Adverse Effect" shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date with the same effect as if made on and as of such date, and (b) that are qualified by the term "materiality" (including the word "material") or contain a term such as "Material Adverse Effect" shall have been true and correct in all respects when made and shall be true and correct in all respects as of the Closing Date with the same effect as if made on and as of such date.

8.2. Compliance with Agreement. The Company and the Owners shall have performed and complied in all material respects with all of their obligations under this Agreement, which are to be performed or complied with by them prior to or on the Closing.

8.3. No Litigation. No Action shall be threatened or pending before any court or Governmental Authority that seeks restraint, prohibition, damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

8.4. No Material Adverse Effect. Since the date of this Agreement, there shall not have been a Material Adverse Effect.

8.5. Required Consents. The Company and the Owners shall have obtained in writing and shall have delivered to Buyer all of the consents set forth on Schedule 8.5 of the Company Disclosure Letter and the Owners' Disclosure Letter (the "Required Consents"), in form and substance reasonably satisfactory to Buyer and Buyer's legal counsel.

8.6. Permits or Licenses. With respect to each Permit or License listed on Schedule 8.6 of the Company Disclosure Letter or the Owners' Disclosure Letter, (a) to the extent transferable and required to be transferred on or prior to the Closing, such Permit or License shall have been transferred to Buyer on or prior to the Closing or Buyer shall have otherwise obtained such Permit or License or (b) the Company or the Owners, as applicable, shall have filed with the appropriate Governmental Authorities all documentation required to be so filed by the Company or the Owners, as applicable, so that such Permit or License will be transferred (to the extent transferable) to, or obtained by, Buyer after the Closing so as to allow Buyer to operate the Business after the Effective Time.

8.7. Law. No Law is in effect that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibits or enjoins the Company, the Owners or Buyer from consummating the transactions contemplated by this Agreement.

8.8. Shareholder Approval. The Company shall have received the Requisite Approval of the Company Shareholders at the Shareholder Meeting to approve the Transaction Resolution.

8.9. Company Deliveries at Closing. The Company shall have delivered to Buyer the following documents, each properly executed and dated as of the Closing Date by the appropriate parties, as applicable, and in form and substance reasonably acceptable to Buyer:

(a) the duly executed Bill of Sale;

(b) a duly executed counterpart of the Assignment and Assumption Agreement executed by the Company;

(c) a duly executed counterpart of the Assignment of Intellectual Property executed by the Company, a duly executed counterpart of the [redacted] executed by the Company and a duly executed counterpart of the [redacted] executed by the Company;

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(d) the Company's Officer's Certificate;

(e) written evidence, in customary form, of the release in full of all Liens secured by or relating to the Purchased Assets;

(f) a certificate signed by an authorized officer of the Company on behalf of the Company, dated as of the Closing Date, certifying as to the conditions described in Sections 8.1, 8.2, 8.3 and 8.4;

(g) a duly executed IRS Form W-9 or an appropriate IRS Form W-8 (as applicable);

(h) [redacted]

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[redacted] and

(i) such other documents and certificates as Buyer shall reasonably request.

8.10. Owner Deliveries at Closing. The Owners shall have delivered to Buyer the following documents, each properly executed and dated as of the Closing Date by the appropriate parties, as applicable, and in form and substance reasonably acceptable to Buyer:

(a) the duly executed Bill of Sale;

(b) a duly executed counterpart of the Assignment and Assumption Agreement executed by the Owners;

(c) a duly executed counterpart of the Assignment of Intellectual Property executed by the Owners;

(d) a duly executed counterpart to the Escrow Agreement executed by the Owners;

(e) with respect to each Owner, a duly executed counterpart of the Restrictive Covenant Agreement, executed by such Owner;

(f) a certificate signed by the Owners, dated as of the Closing Date, certifying as to the conditions described in Sections 8.1, 8.2, 8.3 and 8.4;

(g) with respect to each Owner, a duly executed IRS Form W-9 or an appropriate IRS Form W-8 (as applicable); and

(h) such other documents and certificates as Buyer shall reasonably request.

ARTICLE IX
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND THE OWNERS

The obligation of the Company and the Owners to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent (which conditions are for the exclusive benefit of the Company and the Owners and may only be waived, in whole or in part, by both the Company and the Owners in their sole discretion):

9.1. Representations and Warranties. Each of the representations and warranties of Buyer set forth in this Agreement (a) that are not qualified by the term "materiality" (including the word "material") and do not contain a term such as "Material Adverse Effect" shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date with the same effect as if made on and as of such date, and (b) that are qualified by the term "materiality" (including the word "material") or contain a term such as "Material Adverse Effect" shall have been true and correct in all respects when made and shall be true and correct in all respects as of the Closing Date with the same effect as if made on and as of such date.

9.2. Compliance with Agreement. Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

9.3. Law. No Law is in effect that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibits or enjoins the Company, the Owners or Buyer from consummating the transactions contemplated by this Agreement.

9.4. Shareholder Approval. The Company shall have received the Requisite Approval of the Company Shareholders at the Shareholder Meeting to approve the Transaction Resolution.

9.5. Deliveries at Closing. Buyer shall have made the payments in accordance with Section 2.3 payable at Closing and shall have delivered the following documents, each properly executed and dated as of the Closing Date, and in form and substance reasonably acceptable to the Party to whom they are to be delivered:

(a) to the Company, a duly executed counterpart of each Assignment and Assumption Agreement to which the Company is party, executed by Buyer or its designee;

(b) to the Owners, a duly executed counterpart of each Assignment and Assumption Agreement to which the Owners are party, executed by Buyer or its designee;

(c) to the Company, a duly executed counterpart of the Assignment of Intellectual Property to which the Company is party, executed by Buyer or its designee, a duly executed counterpart of the [redacted] executed by Buyer or its designee and a duly executed counterpart of the [redacted] executed by Buyer or its designee;

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(d) to the Owners, a duly executed counterpart of the Assignment of Intellectual Property to which the Owners are party, executed by Buyer or its designee;

(e) to the Owners, a duly executed counterpart of each Restrictive Covenant Agreement, executed by Buyer or its designee;

(f) to each of the Company and the Owners, a certificate signed by an authorized officer of Buyer on behalf of Buyer, dated as of the Closing Date, certifying as to the conditions described in Sections 9.1 and 9.2;

(g) to the Owners, a duly executed counterpart to the Escrow Agreement executed by Buyer and the Escrow Agent; and

(h) such other documents and certificates as the Company or the Owners shall reasonably request.

ARTICLE X
INDEMNITIES

10.1. Survival of Representations, Warranties, Covenants and Obligations. All representations and warranties in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby in accordance with Sections 10.2(b) and 10.3 hereof, and all covenants and obligations in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby in accordance with their terms and until performed in full. Notwithstanding anything to the contrary in this Article X, if prior to the applicable time which a representation, warranty covenant or obligation has terminated in accordance with this Section 10.1, Section 10.2(b) or Section 10.3, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such time, such claim shall continue to survive and shall remain a basis

for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

10.2. The Owners' Indemnity.

(a) The Owners shall, subject to the limits set forth in Section 10.2(b) through 10.2(f), jointly and severally, indemnify and hold Buyer, its Affiliates, and their respective shareholders, directors, members, managers, officers, directors, employees, agents, representatives and Affiliates (collectively, the "Buyer Indemnified Parties") harmless from and against, and agree to defend promptly the Buyer Indemnified Parties from, and reimburse the Buyer Indemnified Parties for, any and all losses, damages, costs, expenses, Taxes, liabilities, obligations, Actions and Claims of any kind, including reasonable attorneys' fees and other reasonable legal costs and expenses (hereinafter referred to collectively as "Losses"), that the Buyer Indemnified Parties may at any time suffer or incur, or become subject to, as a result of, arising out of, or in connection with:

(i) any breach of any of the representations and warranties made by the Company in Article III and the Owners in Article IV of this Agreement or any other agreement, certificate or instrument delivered by the Company or the Owners pursuant hereto;

(ii) any failure of the Company or the Owners to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the agreements, certificates and instruments delivered by the Company or the Owners pursuant to this Agreement;

(iii) any Indebtedness of the Company;

(iv) the Excluded Liabilities; and

(v) any Fraud, Willful Breach or intentional misrepresentation by the Company or the Owners.

(b) The Buyer Indemnified Parties shall have the right to be indemnified, held harmless from, defended or reimbursed under Section 10.2(a)(i) only if such right is asserted with respect to a specified breach (whether or not such Losses have actually been incurred) on or before the respective dates set forth below, as of which dates such representation and warranty shall terminate subject to the final sentence of Section 10.1:

For Representations and Warranties Set Forth in the Following Sections:	**All Claims Must be Asserted by:**
Section 3.1 (Organization of the Company), Section 3.2 (Authorization; Enforceability), Section 3.3(a)(i) and Section 3.3(a)(iv) (No Violation or Conflict), Section 3.7 (Title to Purchased Assets), Section 3.25 (Company's Brokers' Fees), Section 4.1 (Authorization; Enforceability), Section 4.2 (No Violation or Conflict), Section 4.4 (Title to Purchased Assets) and Section 4.7 (Owners' Brokers' Fees)	No time limitation

Section 3.17 (Tax Matters), Section 3.18(b) (Anti-Corruption), Section 3.18(c) (OFAC), Section 3.20 (Environmental Matters) and Section 4.9 (Tax Matters)	Sixty (60) days after the expiration of the statute of limitations applicable to the underlying claim (including extensions) or the second (2^{nd}) anniversary of the Closing Date (whichever is longer)
Section 3.15 (Intellectual Property; Software) and Section 4.6 (Owner Technology)	Eighteen (18) month anniversary of the Closing Date
Other representations and warranties	One (1) year anniversary of the Closing Date

(c) The Indemnity Escrow Amount and the Technology Holdback Amount shall be the sole recovery for any Losses by the Buyer Indemnified Parties under Section 10.2(a)(i) (other than for Losses incurred as a result of breaches of any of the Fundamental Representations). For any Losses under Section 10.2(a)(i) (for Losses incurred as a result of breaches of any of the Fundamental Representations) or under Section 10.2(a)(ii) through Section 10.2(a)(iv) recovery shall first be made from the Indemnity Escrow Amount and the Technology Holdback Amount, to the extent available, and, thereafter, from the Owners, jointly and severally.

(d) The Owners' aggregate liability for indemnification claims made by the Buyer Indemnified Parties under this Agreement shall not exceed the Owner Purchase Price (including all adjustments thereto as contemplated herein).

(e) The Owners shall have no liability for any Losses under Section 10.2(a)(i) (other than Losses incurred as a result of breaches of any of the Fundamental Representations, as to which this Section 10.2(e) shall have no effect) until such time as, and only to the extent that, the aggregate of all Losses suffered by the Buyer Indemnified Parties for which the Owners would, but for this clause (e), be liable exceeds on a cumulative basis the Deductible Amount.

(f) On the eighteen (18) month anniversary of the Closing Date, Buyer and the Owners shall deliver a direction (in accordance with the terms of the Escrow Agreement) to the Escrow Agent to release to the Owners the balance, if any, of the Indemnity Escrow Amount held by the Escrow Agent pursuant to the Escrow Agreement, by wire transfer of immediately available funds to accounts designated by the Owners *less* the amount of any unresolved indemnification claims pursuant to Section 10.2(a). The balance of the amount held by the Escrow Agent pursuant to the Escrow Agreement remaining after such release shall be released to the Owners or Buyer in accordance with the Escrow Agreement. The release of all or any portion of the funds in the Indemnity Escrow account shall not limit any of the Owners' indemnification obligations pursuant Section 10.2(a)(i) (for Losses incurred as a result of breaches of any of the Fundamental Representations) or under Section 10.2(a)(ii) through Section 10.2(a)(iv).

10.3. Buyer's Indemnity. From and after the Closing Date, Buyer hereby indemnifies and holds the Company, its directors, officers, employees, agents and representatives, and the Owners (collectively, the "Company Indemnified Parties") harmless from and against, and agrees to defend promptly the Company Indemnified Parties from and reimburse the Company Indemnified Parties for, any and all Losses that the Company Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with: (a) any breach of any of the representations and warranties made by Buyer in this Agreement or any other agreement or instrument delivered by Buyer pursuant hereto; (b) any failure by Buyer to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the agreements and instruments delivered by Buyer pursuant to this Agreement; and (c) the Assumed Liabilities (except to the extent Buyer is entitled to be indemnified in respect thereof pursuant to Section 10.2(a)(i)); provided, however, that, subject to the final

sentence of Section 10.1, the Company Indemnified Parties shall have no right to be indemnified, held harmless from, defended or reimbursed under Section 10.3(a) unless such right is asserted (whether or not such Losses have actually been incurred) on or before the one (1) year anniversary of the Closing Date except with respect to the following representations and warranties, for which the time limitations for asserting such rights are as follows:

For Representations and Warranties Set Forth in the Following Sections	All Claims Must be Asserted by:
Section 5.1 (Organization of Buyer), Section 5.2 (Authorization; Enforceability), Section 5.3 (No Violation or Conflict) and Section 5.5 (Buyer's Brokers' Fees)	No time limitation

10.4. Indemnification Procedures.

(a) If a Person other than a Buyer Indemnified Party or a Company Indemnified Party asserts a Claim (a "Third Party Claim") against the Buyer Indemnified Parties that may give rise to Losses in respect of which a right of indemnification is provided under the indemnity provisions of Section 10.2(a) or against the Company Indemnified Parties that may give rise to Losses in respect of which a right of indemnification is provided under the indemnity provisions of Section 10.3 (for the purposes of this Section 10.4, such party entitled to indemnification, the "Indemnified Parties" and each an "Indemnified Party") the Indemnified Party will promptly give written notice to the Company, the Owners or Buyer, as applicable (for the purposes of this Section 10.4, such party against which a Claim may be made for indemnification, the "Indemnifying Party"); provided, however, that the right of the Indemnified Party to be indemnified hereunder in respect of any Third Party Claim shall not be adversely affected by a delay or failure to give such notice unless, and then only to the extent that, an Indemnifying Party is prejudiced thereby.

(b) Except as otherwise provided in this Section 10.4, the Indemnifying Party shall then have the right, upon written notice to the Indemnified Party (a "Defense Notice") within thirty (30) days after receipt from the Indemnified Party of notice of a Third Party Claim, and using counsel reasonably satisfactory to the Indemnified Party, to assume and control the investigation, defense, and settlement of the Third Party Claim (unless the Third Party Claim requires a response before the expiration of such thirty (30) day period, in which case the Indemnifying Party shall have until the date that is five (5) days before the required response date), provided that in order to assume and control the investigation, defense, and settlement of the Third Party Claim, the Indemnifying Party must also (i) acknowledge and agree in writing that the Indemnifying Party is unconditionally obligated to pay and satisfy all Losses which may arise with respect to such Third Party Claim (without the benefit of any limitation (including the limitations of liability) under this Agreement) and (ii) the Indemnifying Party shall provide a full guarantee to the Indemnified Party from a credit- worthy Person (in a form satisfactory to the Indemnified Party, acting reasonably) of all of the Liabilities attributed to the Indemnifying Party as a result of the Third Party Claim.

(c) If the Indemnifying Party assumes the investigation, defense and settlement of a Third Party Claim in accordance with Section 10.4(b), the Indemnified Party may thereafter participate in (but not control) the investigation and defense of any such Third Party Claim with its own counsel at its own expense, unless the Indemnified Party incurs any fees and expenses of separate counsel and the Indemnified Party reasonably shall have concluded (upon advice of its outside counsel) that there may be one or more legal defenses available to such Indemnified Party that are not available to the Indemnifying Party or that the Indemnified Party and the Indemnifying Party may have a conflict of interest in respect of such Third Party Claim, in which case such representation by separate counsel (including any fees and

expenses incurred in connection therewith) shall be at the expense of the Indemnifying Party. Unless and until the Indemnifying Party so delivers a Defense Notice in accordance with Section 10.4(b), the Indemnified Party shall have the right, at its option, to assume and control defense of the matter and to look to the Indemnifying Party for the full amount of the reasonable costs of defense. In the event that the Indemnifying Party shall fail to give the Defense Notice within the thirty (30) day period (or in the event the Third Party Claim requires a response before the expiration of such thirty (30) day period, five (5) days before the required response date), (i) the Indemnified Party shall be entitled to have control over the defense and settlement of the Third Party Claim (provided that the Indemnified Party shall not be permitted to compromise or settle or to cause a compromise or settlement of a Third Party Claim without the Indemnifying Party's consent, not to be unreasonably withheld and to be provided within five (5) days of such request for consent), (ii) the Indemnifying Party will cooperate with and make available to the Indemnified Party such assistance and materials as it may reasonably request, and (iii) the Indemnifying Party shall have the right at its expense to participate in the defense assisted by counsel of its own choosing, and the Indemnifying Party, if it is required to provide indemnification under this Agreement, will be liable for all Losses in connection therewith.

(d) In the event that the Indemnifying Party delivers a Defense Notice with respect to such Third Party Claim in accordance with Section 10.4(b) and thereby elects to conduct the defense of the Third Party Claim, (i) the Indemnifying Party shall be entitled to have control over the defense and, subject to the provisions set forth below, settlement of the Third Party Claim, (ii) the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as it may reasonably request, (iii) the Indemnifying Party shall reimburse the Indemnified Party for all out-of-pocket costs and expenses incurred by the Indemnified Party in connection with the investigation and defense of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defense of the Third Party Claim by delivering a Defense Notice in accordance with Section 10.4(b), and (iv) the Indemnified Party shall have the rights at its expense to participate in the defense assisted by counsel of its own choosing. In such an event, the Indemnifying Party will not settle or compromise the Third Party Claim without the prior written consent of the Indemnified Party, unless (A) the Indemnified Party is not required to admit any wrongdoing and there is no finding or admission of any violation of Law or Contract or any violation of the rights of any Person by any Indemnified Party; (B) the sole relief provided is monetary damages that are payable in full by the Indemnifying Party; (C) such compromise or settlement does not impose any injunctive or other equitable relief against the Indemnified Party or any other restriction on the Indemnified Party; and (D) the Indemnified Party will be unconditionally, irrevocably and completely released from all Liability with respect to any such compromise or settlement of such Third Party Claims.

(e) Notwithstanding anything to the contrary contained in this Section 10.4, in connection with any Third Party Claim, the Indemnifying Party shall not be entitled to control, but may participate in, and the Indemnified Party shall be entitled to have sole control, including the right to select defense counsel, over the defense or settlement of any claim (i) that seeks a temporary restraining order, a preliminary or permanent injunction or specific performance against the Indemnified Party or that seeks a remedy, action or consequence other than monetary damages, (ii) that involves criminal allegations against the Indemnified Party, (iii) that, if successful, would materially interfere with, or have a material adverse effect on, the business or financial condition of the Indemnified Party, as determined by the Indemnified Party acting reasonably, or (iv) that, if successful, would impose liability on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder. In such event, the Indemnifying Party will still be subject to its obligations hereunder but the Indemnified Party will not settle the subject Third Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

(f) In the event that a Buyer Indemnified Party or a Company Indemnified Party makes a Claim under this Article X that is not a Third Party Claim (a "Direct Claim"), such Direct Claim shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, specifying the facts constituting the basis for such Direct Claim and the amount, to the extent known; provided, however, that the right of the Indemnified Party to be indemnified hereunder in respect of a Direct Claim shall not be adversely affected by a delay or failure to give such notice unless, and then only to the extent that, an Indemnifying Party is prejudiced thereby. If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Party within thirty (30) days after receipt from the Indemnified Party of notice of a Direct Claim. During the 30-day period immediately following receipt of a dispute notice by the Indemnified Party, the Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Party fail to resolve the dispute within that 30-day time period, the Indemnified Party is free to pursue all rights and remedies available to it. If the Indemnifying Party fails to provide a dispute notice within thirty (30) days after receipt from the Indemnified Party of notice of a Direct Claim, the Indemnifying Party is deemed to have accepted the Direct Claim, in which event the Indemnified Party shall be entitled to indemnification from the Indemnifying Party pursuant to this Agreement and the Indemnifying Party shall pay (by wire transfer of immediately available funds) the amount of any undisputed Direct Claim specified in the notice of such Direct Claim not more than thirty (30) days after the Indemnified Party provides notice to the Indemnifying Party of such Direct Claim.

(g) No Party shall have any liability to any other Party for representations, warranties, statements or agreements not set forth in this Agreement or in any other agreement or instrument contemplated hereby to which such party is a party or is otherwise bound. From and after the Closing, the sole and exclusive remedy of any Indemnified Party with respect to any and all Losses arising in connection with the representation, warranties, covenants and agreements set forth in this Agreement will be pursuant to the indemnification obligations set forth in this Article X. Notwithstanding the foregoing, nothing contained in this Agreement shall operate to (i) limit the liability of any Party to any other Party for Fraud, Willful Breach or intentional misrepresentation, for which all applicable legal and equitable remedies will be available to such other Party or (ii) prohibit equitable remedies including specific performance or injunctive relief.

10.5. Characterization of Indemnity Payments. The Parties agree that any indemnification payments made (and/or any payments or adjustments made with respect to a Tax benefit determined in accordance with Section 10.6(c)) pursuant to this Agreement shall be treated for all Tax purposes as an adjustment to the Owner Purchase Price or the Company Purchase Price, as appropriate, unless otherwise required by applicable Law.

10.6. Calculation of Losses.

(a) For purposes of Section 10.2(a)(i) and Section 10.3(a), in determining whether there has been a breach of any representation or warranty, and in calculating the amount of any Loss with respect to any such breach, all qualifications in any representation or warranty referencing the terms "material," "materiality," "Material Adverse Effect" or other terms of similar import or effect shall be disregarded.

(b) For all purposes of this Article X and subject to Section 10.6(c), "Losses" shall be net of any recovery or benefit (including Tax benefits determined in accordance with Section 10.6(c) and insurance and indemnification, but exclusive of self-insurance or re-insurance) payable by a third party to the Indemnified Party or any of its Affiliates in connection with the facts giving rise to the right of indemnification and, if the Indemnified Party or any of its Affiliates receives such recovery or benefit after

receipt of payment from the Indemnifying Party, then the amount of such recovery or benefit, net of reasonable expenses incurred in obtaining such recovery or benefit, shall be paid to the Indemnifying Party.

(c) Payments by any Indemnifying Party pursuant to this Article X in respect of any Loss will be (i) reduced dollar-for-dollar by the amount of any Tax benefits actually realized by the Indemnified Party as a result of such Loss in the Tax period in which such Loss is incurred or any prior Tax period, and (ii) increased dollar-for-dollar by the amount of any Tax actually payable by the Indemnified Party in the Tax period in which such payment is received and as a result of receiving such payments.

ARTICLE XI
ADDITIONAL COVENANTS

11.1. Further Assurances. Following the Closing, the Parties agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Agreement. Without limiting the generality of the foregoing, the Parties hereto agree that the Company and the Owners shall cooperate with Buyer and use commercially reasonable efforts to assist Buyer in obtaining those Required Consents, if any, that were not obtained by or transferred to Buyer on or prior to the Closing Date.

11.2. Publicity. Subject to Section 6.5, all general notices, releases, statements and communications to shareholders, employees, suppliers, distributors and customers of the Company to the general public, shall be made only at such times and in such manner as approved in writing by Buyer.

11.3. IP Assistance.

(a) The Company and the Owners shall use commercially reasonable efforts to assist Buyer regarding the filing, prosecution, maintenance, and enforcement of patents and other Intellectual Property Registrations regarding Technology (including the Company Technology and the Owner Technology) as Buyer may reasonably request, including the review and execution of assignments and declarations. In particular, the Company and the Owners shall execute all other papers that may be reasonably necessary or desirable (in the reasonable opinion of Buyer or its assigns) to vest in Buyer, or its assigns, the entire legal and beneficial right, title and interest in and to the Company Technology and the Owner Technology and all inventions described or claimed therein. The Company and the Owners, upon the reasonable written request of Buyer or its assigns or other legal representatives, shall provide any facts relating to the Company Technology, the Owner Technology and the history thereof known to them and shall assist Buyer in securing patent and other rights regarding Technology (including the filing and prosecution of patent applications), testify to the same in any litigation, arbitration, or similar proceedings when requested to do so by Buyer, or its assigns or other legal representatives. The Company and the Owners, as applicable, shall be reimbursed for all reasonable traveling and subsistence expenses incurred in performing assistance requested pursuant to this Section 11.3 (other than matters relating to any misrepresentation or breach of this Agreement by Buyer or its assigns) at any time after the Closing. The Owners shall be paid a reasonable hourly consulting fee consistent with industry norms, to be agreed between Buyer and the Owners, for assistance requested pursuant to this Section 11.3 that is performed after the eighteen (18) month anniversary of the Closing.

(b) In the event that the Company or an Owner fails to provide the Company's or an Owner's signature to any lawful and necessary document required by this Agreement, the Company and each Owner hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as it's or his agents and attorneys-in-fact to act for and in the Company's or such Owner's behalf and instead of the Company or such Owner, solely for the purposes of executing and filing any such documents and to do all other lawfully permitted acts necessary to further the perfection of title or prosecution, issuance or

maintenance of the Company Technology and the Owner Technology with the same legal force and effect as if executed by the Company or the Owners.

11.4. Inventory Delivery. The Company shall, no later than thirty (30) days after Closing, make available for collection by the Buyer at a location in Vancouver to be specified by the Company: (a) all existing Inventory; and (b) [redacted] Sensitive Commercial Information

11.5. Name Change. Within three (3) Business Days following the Closing Date, the Company shall at its expense execute and file such documents as are necessary to change the name of the Company and its Affiliates such that it does not incorporate the name "Poda" or any confusingly similar names, any derivatives thereof or names that may be reasonably confused with the Business (the "Poda Names") in the Company's jurisdiction of organization and in each other jurisdiction in which it is qualified to do business as a foreign entity. From and after the Closing Date, the Company will not, and will cause its respective Affiliates not to, use any Poda Names or logos or other images incorporating the Poda Names.

11.6. Manufacturer Agreement. [redacted] Sensitive Commercial Information

ARTICLE XII
RESTRICTIVE COVENANTS

12.1. Confidentiality. The Company and the Owners (the "Restricted Parties" and each, a "Restricted Party") acknowledge that that Buyer's business and the business objectives of Buyer involve the acquisition of the Business, including Confidential Information constituting Technology conveyed to Buyer and other confidential and proprietary information relating to the Business, as well as goodwill of the Business, for all of which Buyer will pay to the Restricted Parties good and valuable consideration at the Closing, the sufficiency of which is hereby acknowledged. The Restricted Parties acknowledge and agree that it would be unfair to divulge or use such information relating to the Business or the associated goodwill in competition with Buyer after the Closing Date. Therefore, the Restricted Parties shall not and shall cause their Affiliates not to, use or divulge any Confidential Information relating to the Business except on behalf of and with the written consent of Buyer or any of its Affiliates; provided, however, that the covenants contained in this Section 12.1 shall not apply to the following: (a) information that is already in the public domain or generally available to Persons in the same or similar industries as the Restricted Parties; (b) information that becomes part of the public domain or generally available to companies in the same or similar industries as the Restricted Parties from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary duty; or (c) information that the Restricted Parties are required by applicable Securities Law, or compelled, to disclose, but only as to the disclosure that it is so required or compelled. If the Restricted Parties or any of their Affiliates are compelled to disclose any information by order or by other requirements of law, the Restricted Parties shall promptly notify Buyer in writing and shall disclose only that portion of such information which the Restricted Parties or their Affiliates, as applicable, are advised by their counsel is legally required to be disclosed, provided that the Restricted Parties shall use reasonable commercial efforts, at the cost and expense of Buyer, to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information if reasonably requested by Buyer.

12.2. Non-Competition. In exchange for Buyer's agreements herein, including Buyer's acquisition of certain Confidential Information and business goodwill of the Restricted Parties relating to the Business for good and valuable consideration, the Company, hereby agrees that for a period of five (5) years after the Closing Date, (a) it will not, and shall cause its respective Affiliates not to, engage, carry on, have any financial or other interest in or be otherwise commercially involved in any endeavor, activity or business, on its own behalf or on behalf of any other Person directly or indirectly, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any Person or otherwise), anywhere in the world, that would compete in any way with the Business as it is currently conducted or currently proposed to be conducted as of the Closing Date, provided, however, the Company shall not be in default under this Section 12.2 by virtue of its ownership, strictly for portfolio purposes and as a passive investor of an equity interest, directly or indirectly, of less than three percent (3%) of the issued and outstanding shares of a publicly traded company and (b) to the extent that a Restricted Party owns directly or indirectly, including through the Restricted Party's direct or indirect ownership of an equity interest in any entity (other than as an equity holder, strictly for portfolio purposes and as a passive investor, of less than three percent (3%) of the issued and outstanding shares of a publicly traded company), any assets or Intellectual Property that, if commercialized, would be likely to be competitive with the Business, the Company shall provide that any such assets (including any Intellectual Property) shall not be (i) commercialized for sale to any purchasers for a period of five (5) years after the Closing Date, or (ii) transferred to any third party, whether by sale, assignment, merger or otherwise, during such period.

12.3. Non-Solicitation of Customers. The Restricted Parties will not, and will cause their respective Affiliates not to, for a period of five (5) years after the Closing Date, either directly or indirectly, for their own benefit or the benefit of any other Person, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by or through any Person or otherwise) (a) solicit, canvass, call on, divert from Buyer or any of its Affiliates or its successors in interest after the Closing Date, or attempt to solicit, canvass, call on or divert from Buyer or any of its Affiliates or its successor in interest after the Closing Date, (i) any business or patronage of suppliers or key customers of the Business that was a supplier or key customer of the Business at any time during the twenty-four (24) months prior to the Closing Date; or (ii) any business or patronage of individual retail customers that were retail customers at any time during the twenty-four (24) months prior to the Closing Date for the purpose of competing with the Business, provided, however in the case of the Owners, the Owners know (or ought reasonably to have known) that such business or individual was a customer; or (b) in any way interfere with, disrupt or attempt to disrupt any relationships existing as of the Closing Date between the Restricted Parties or any of their Affiliates and any of the customers or suppliers or other individuals or entities with whom they deal in connection with the Business.

12.4. Non-Solicitation of Employees. The Restricted Parties will not, and will cause their respective Affiliates not to, for a period of five (5) years after the Closing Date, directly or indirectly, either for their own benefit or the benefit of any other Person, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by or through any Person or otherwise) solicit or attempt to solicit, induce or attempt to induce, any individual who is then employed by Buyer or any of its Affiliates or their successors in interest, to leave his, her or their employment with Buyer or any of its Affiliates or their successors in interest, provided, however, that nothing in this Section 12.4 shall prohibit the Restricted Parties from making general solicitation advertisements (such as general newspaper or Internet advertisements for available positions). in the Ordinary Course of Business of the Restricted Parties that are not targeted at any employee of Buyer or any of its Affiliates.

12.5. Non-Disparagement. For a period of five (5) years after the Closing, the Restricted Parties will not disparage the Business, the Purchased Assets, Buyer or any of its Affiliates, members, managers, shareholders, directors, officers, employees, agents, customers, attorneys, successors or assigns or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium).

12.6. Injunctive Relief for Breach. The Restricted Parties acknowledge that, in view of the nature of Buyer's business and the business objectives of Buyer in acquiring the Business, and the consideration paid to the Restricted Parties, the restrictions and covenants contained or referenced in this Article XII are reasonably necessary to protect the legitimate business interests of Buyer and that any violation of such restrictions will result in irreparable injury and harm to Buyer and its Affiliates or their successors in interest, for which damages will not be an adequate remedy. The Restricted Parties specifically acknowledge that in addition to any and all other remedies available Buyer, shall be entitled to seek temporary or permanent injunctive relief or other equitable relief for a breach of or to enforce any restriction contained in this Article XII, and that the Restricted Parties will not oppose such relief on the grounds that there exists an adequate remedy at law.

12.7. Consideration. No proceeds are or shall be received, receivable, or allocated by the Parties for the Restricted Parties granting any "restrictive covenants" (as defined in subsection 56.4(1) of the Tax Act).

ARTICLE XIII
TAX MATTERS

13.1. Cooperation. Buyer, the Company and the Owners agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for the filing of all Tax Returns and making of any election related to Taxes, the claim of any available exemption from Taxes, the preparation for any audit by any Governmental Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Buyer, the Company and the Owners agree to maintain or arrange for the maintenance of all records necessary to comply with this Section 13.1, including all Tax Returns, schedules and work papers and all material records or other documents relating thereto, until the expiration of the applicable statute of limitations (including extensions) for the taxable years to which such Tax Returns and other documents relate and, unless the relevant portions of such Tax Returns and other documents are offered to the other party, until the final determination of any payments which may be required in respect of such years under this Agreement or such longer period as may be required hereof. Any information obtained under this Section 13.1 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other Tax-related proceeding. Each Party agrees to afford the other reasonable access to such records during normal business hours.

13.2. Goods and Services Tax and Provincial Sales Tax.

(a) Buyer shall not process, transform or alter any Purchased Assets that are tangible personal property for purposes of Part IX of the *Excise Tax Act* (Canada) prior to the export of such Purchased Assets from Canada, except to the extent reasonably necessary or incidental to the transportation thereof.

(b) Buyer will provide evidence of the exportation from Canada of any Purchased Assets that are tangible personal property for purposes of Part IX of the *Excise Tax Act* (Canada) within ten (10) days of a request for such evidence by the Company or the Owners

13.3. Transfer Taxes. Buyer shall be responsible for all applicable transfer, recordation, documentary, sales, use, stamp, registration and other such Taxes and all conveyance fees, recording charges and other fees and charges in connection with the consummation of the transactions contemplated by this Agreement. Buyer shall timely file such Tax Return or other document with respect to such Taxes or fees and, if required by applicable Law, the other Parties will join in the execution of any such Tax Returns and other document. Each Party shall use commercially reasonable efforts to claim any available exemption from such Taxes and to cooperate with the other parties to obtain such exemption.

13.4. Purchase Price. The Purchase Price (and all other capitalized costs) shall be allocated among the Purchased Assets as set forth on Exhibit H (the "Allocation Schedule"), consistent with Code §1060. The Parties will file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with such Allocation Schedule. The provisions of this Section 13.4 shall survive the Closing indefinitely.

13.5. Withholding. Either Party shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as such Party is required to deduct and withhold with respect to the making of such payment under U.S. federal, state or local or foreign Tax Laws; provided, however, that, prior to any withholding, the payor shall give advance written notice to the payee that it intends to deduct or withhold any such payment, the legal basis therefor, and shall use commercially reasonable efforts to afford the payee the opportunity to provide the applicable payment, documents and forms necessary to eliminate or reduce such deduction or withholding. To the extent that such amounts are so withheld and paid over to the appropriate Governmental Authority by the payor, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the payee.

13.6. Restrictive Covenant Election. Buyer, the Company and the Owners agree that any covenants provided under Article XII can reasonably be regarded to have been granted to maintain or preserve the fair market value of the Purchased Assets. Buyer shall, if requested by the Company or the Owners, jointly execute and file an election under subsection 56.4 of the Tax Act and the corresponding provisions of any applicable provincial taxing statute or regulation, within the prescribed time periods, with respect to any covenants of the Company and the Owners referred to in Article XII.

ARTICLE XIV
TERM; TERMINATION

14.1. Termination.

(a) This Agreement may be terminated at any time prior to the Effective Time by:

(i) the mutual written agreement of the Company, each of the Owners and Buyer; or

(ii) the Company, each of the Owners or Buyer, if;

(1) Requisite Approval is not obtained at the Shareholder Meeting, provided that a Party may not terminate this Agreement pursuant to this Section 14.1(a)(ii)(1) if the failure to obtain the Requisite Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(2) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that has the effect set forth in Section 8.7 (and such

Law has, if applicable, become final and non-appealable) or otherwise permanently prohibits the Company, the Owners or Buyer from consummating this Agreement, provided the Party seeking to terminate this Agreement pursuant to this Section 14.1(a)(ii)(2) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the transactions contemplated by this Agreement; or

(3) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 14.1(a)(ii)(3) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations and warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(iii) the Company or the Owners, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Buyer under this Agreement occurs that would cause any condition in Section 9.1 or Section 9.2 not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of Section 14.2; provided that neither the Company nor the Owners are then in breach of this Agreement so as to cause any condition in Article VIII not to be satisfied; or

(iv) the Company if prior to approval of the Transaction Resolution by the Company Shareholders at the Shareholder Meeting, the Board authorizes the Company, to enter into a written agreement (other than a confidentiality or standstill agreement permitted by and in accordance with Section 7.3) with respect to a Superior Proposal, provided the Company is then in compliance with Article VII and that prior to or concurrent with such termination the Company (or another Person on behalf of the Company) pays the Termination Fee in accordance with Section 7.7; or

(v) Buyer, if:

(1) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company or the Owners under this Agreement occurs that would cause any condition in Section 8.1, Section 8.2, Section 8.3 and Section 8.4 not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of Section 14.2; provided that Buyer is not then in breach of this Agreement so as to cause any condition in Article IX not to be satisfied; or

(2) (A) the Board (or any committee thereof) fails to unanimously recommend or withdraws, amends, modifies or qualifies, or publicly proposes to withdraw, amend, modify or qualify, the Board Recommendation (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five (5) Business Days (or beyond the third (3rd) Business Day prior to the date of the Shareholder Meeting, if sooner) following such announcement or public disclosure will not be considered an adverse withdrawal, amendment, modification or qualification, provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five (5) Business Day period or third (3rd) Business Day, as applicable), (B) the Board (or any committee thereof) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend, an Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of

no more than five (5) Business Days (or beyond the third (3rd) Business Day prior to the date of the Shareholder Meeting) following such announcement or public disclosure will not be considered to be an acceptance, approval, endorsement or recommendation of such Acquisition Proposal, provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five (5) Business Day period or third (3rd) Business Day, as applicable), (C) the Board (or any committee thereof) accepts, approves, endorses, recommends or authorizes the Company or any of its Subsidiaries to execute or enter into or publicly proposes to accept, approve, endorse, recommend or authorize the Company or any of its Subsidiaries to execute or enter into any written agreement, understanding or arrangement in respect of an Acquisition Proposal (other than a confidentiality and standstill agreement permitted by and in accordance with Section 7.3), (D) the Board fails to publicly reaffirm (without qualification) the Board Recommendation within five (5) Business Days after having been requested in writing by Buyer, acting reasonably, to do so (or in the event that the Shareholder Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the date of the Company Meeting) (in each case, a "Change in Recommendation"), or (E) the Company breaches Section 7.1 in any material respect; or

(3) there has occurred a Material Adverse Effect that is incapable of being cured on or before the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 14.1 (other than pursuant to Section 14.1(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

14.2. Notice and Cure Provisions.

(a) Each Party shall promptly notify the other Parties of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of (i) the termination of this Agreement in accordance with its terms and (ii) the Effective Time, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(i) cause any of the representations or warranties of any Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time (provided that this Section 14.2(a)(i) shall not apply in the case of any event or state of facts resulting from the actions or omissions of another Party which are required under this Agreement); or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party under this Agreement.

(b) Notification provided under this Section 14.2 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

(c) Buyer may not elect to exercise its right to terminate this Agreement, pursuant to Section 14.1(a)(v)(1) and the Company or the Owners may not elect to exercise its right to terminate this Agreement pursuant to Section 14.1(a)(iii), unless the Party seeking to terminate this Agreement (the "Terminating Party") has delivered a written notice ("Termination Notice") to the other Party (the "Breaching Party") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a

Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (with any intentional breach being deemed incurable), the Terminating Party may not exercise such termination right until the earlier of (i) the Outside Date, and (ii) the date that is twenty (20) Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date. If the Terminating Party delivers a Termination Notice prior to the date of the Shareholder Meeting, unless the Parties agree otherwise, the Company may, and shall if requested by Buyer, postpone or adjourn the Shareholder Meeting to the earlier of (A) five (5) Business Days prior to the Outside Date and (B) the date that is fifteen (15) Business Days following receipt of such Termination Notice by the Breaching Party (without causing any breach of any other provision contained herein).

14.3. Effect of Termination / Survival. If this Agreement is terminated pursuant to Section 14.1, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that (a) in the event of termination under Section 14.1, then Section 6.6, Section 7.7, this Section 14.3, and Article XV shall survive; and (b) neither the termination of this Agreement nor anything contained in this Section 14.3 shall relieve any Party from any liability for Fraud, Willful Breach or intentional misrepresentation.

ARTICLE XV
MISCELLANEOUS

15.1. Expenses. Except as provided in this Agreement, each Party hereto shall pay the fees and expenses of their respective brokers, counsel, accountants and other experts and the other expenses incident to the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby.

15.2. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein, without regard to its conflict of laws principles that would result in the application of any Law other than the Law of the Province of British Columbia and the federal law of Canada applicable therein.

15.3. Judicial Proceedings; Waiver of Jury Trial.

(a) Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in the Supreme Court of British Columbia, sitting in the City of Vancouver, and the appellate courts thereof, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in British Columbia, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in British Columbia as described herein. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in British Columbia as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the suit, action or proceeding in any such

court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(b) Nothing contained in Section 15.3(a) shall limit the right of any Party to take any Action in any court of competent jurisdiction for the purposes of enforcing any judgment or any equitable remedy or relief, nor shall the taking of any such Action by any Party in one or more jurisdictions preclude the taking of any such Action in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Law.

(c) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15.4. Specific Performance. The Parties agree (a) that irreparable harm and damage would occur for which money damages would not be an adequate remedy at Law in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and (b) that the Parties shall be entitled to specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce compliance with of the terms hereof (without any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or other equitable relief), in addition to any other remedy at law or in equity. Under no circumstance will Buyer be permitted or entitled to receive both a grant of specific performance and any payment of the Termination Fee.

15.5. Entire Agreement; Amendment. This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein or therein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15.6. Exhibits and Schedules.

(a) The Schedules to the Company Disclosure Letter and the Owners' Disclosure Letter have been arranged, for purposes of convenience only, as separate schedules corresponding to the subsections of this Agreement. The representations and warranties contained in Article III and Article IV of this Agreement are subject to the exceptions and disclosures set forth in each of the Company Disclosure Letter and the Owners' Disclosure Letter, respectively, and the Schedules have been arranged for purposes of making disclosures that relate specifically to either the Company or the Owners unless stated otherwise. Any matter, information or item disclosed in the Schedules to the Company Disclosure Letter or the Owners' Disclosure Letter delivered under any specific representation, warranty or covenant hereof, shall

be deemed to have been disclosed for all purposes of this Agreement in response to each other representation, warranty or covenant in this Agreement to the extent the applicability of such disclosure to such other representation, warranty or covenant is reasonably apparent on its face. The inclusion of any matter, information or item in any Schedule to the Company Disclosure Letter or the Owners' Disclosure Letter shall not be deemed to constitute an admission of any liability by the Company or an Owner, as applicable, to any third party or otherwise imply, that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement. Matters reflected in such Schedules are not necessarily limited to matters required by the Agreement to be reflected in such Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

(b) The Exhibits hereto, and the Company Disclosure Letter and the Owners' Disclosure Letter are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

15.7. Assignment. This Agreement and each Party's respective rights hereunder may not be assigned by operation of Law or otherwise at any time except as expressly set forth herein without the prior written consent of the other Parties; provided that Buyer may assign its rights and obligations to any Affiliate of Buyer (including the designation of any such Affiliate as the assignee of any of the Purchased Assets, Assumed Contracts or Assumed Liabilities, with corresponding changes to the appropriate instrument of transfer or assignment), but no such assignment shall relieve Buyer of its obligations hereunder if such assignee does not perform such obligations.

15.8. Waiver. Waiver of any term or condition of this Agreement by any Party for whom such term or condition benefits shall only be effective if given in writing by such Party and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

15.9. Notices. All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given (a) when delivered personally or by messenger or by overnight delivery service, (b) three (3) Business Days after having been mailed by registered or certified United States or Canadian mail, postage prepaid, return receipt requested or (c) upon the addressee's confirmation of receipt when delivered by email, in all cases addressed to the person for whom it is intended at its address set forth below or to such other address as a party shall have designated by notice in writing to the other party in the manner provided by this Article XV:

If to Buyer:

Altria Client Services LLC
c/o Altria Ventures Inc.
6601 West Broad Street
Richmond, Virginia 23230
Attention: Steven Schroder and Stephanie Jones
Email: Steven.Schroder@altria.com; stephanie.p.jones@altria.com

With a copy to:	McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond, Virginia 23219 Attention: Brian L. Hager McKenzie Carson Email: bhager@mcguirewoods.com mcarson@mcguriewoods.com
If to the Company:	Poda Holdings, Inc. 101-334 East Kent Avenue South Vancouver, B.C., Canada V5X 4N8 Attention: Ryan Selby Email: ryan.s.@poda-holdings.com
With a copy (which will not constitute notice):	DLA Piper (Canada) LLP 666 Burrard Street, Suite 2800 Vancouver, B.C., Canada VTC 2Z7 Attention: Denis Silva Email: denis.silva@dlapiper.com
If to the Owners:	[redacted] Confidential Information Attention: Ryan Selby Email: ryan.s.@poda-holdings.com AND [redacted] Confidential Information Attention: Ryan Karkairan Email: ryan.k.@poda-holdings.com
With a copy (which will not constitute notice) to:	Farris LLP 2500 - 700 West Georgia Street Vancouver, British Columbia V7Y 1B3 Attention: Denise Nawata Email: dnawata@farris.com

Delivery of copies of the communications, notices and disclosures as provided above shall not itself constitute notice.

15.10. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format ("pdf"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of electronic transmission in pdf to deliver a signature or the fact that any

signature or agreement was transmitted or communicated through the use of a facsimile machine or electronic transmission in pdf as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

15.11. Rights Cumulative. Except as expressly provided in this Agreement, all rights and remedies of each of the Parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise or any other right or remedy available under this Agreement or applicable Law.

15.12. Interpretation.

(a) Time is of the essence in this Agreement.

(b) The table of contents, headings and captions used in this Agreement are for convenience only and are not to be given effect in the construction or interpretation of this Agreement.

(c) Whenever the term "include," "includes" or "including" is used in this Agreement in connection with a listing of items, that listing is illustrative only and is not a limitation on the general scope of the classification, or as an exclusive listing of the items within the general scope.

(d) The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) Article, section, clause, subsection, exhibit and schedule references contained in this Agreement are references to articles, sections, clauses, subsections, exhibits and schedules of or to this Agreement, unless otherwise specified.

(f) Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(g) Any amount stated in this Agreement in "Dollars" or by reference to the "$" symbol means United States dollars. Any amount stated in this Agreement in "Canadian Dollars" or by reference to the "CAD$" symbol means Canadian dollars.

(h) Any reference to any party to this Agreement shall include such party's successors, permitted assigns, heirs, estates and legal representatives.

(i) The specificity of any representation or warranty contained herein shall not be deemed to limit the generality of any other representation or warranty contained herein.

(j) If the date on which any action is required or permitted to be taken hereunder by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day that is a Business Day.

(k) References to time are Eastern Time. When computing any time period in this Agreement, the following rules shall apply: (i) the day marking the commencement of the time period shall be excluded but the day of the deadline or expiry of the time period shall be included; and (ii) any day that is not a Business Day shall be included in the calculation of the time period; however, if the day of the deadline or expiry of the time period falls on a day that is not a Business Day, the deadline or time period shall be extended to the next following Business Day.

(l) If any provision requires the approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(m) Each party has been represented and advised by independent counsel of its, his, her or their choice in connection with the execution of this Agreement and has cooperated in the drafting and preparation of this Agreement and the documents delivered in connection herewith. Accordingly, any Law that would require interpretation of this Agreement or any document delivered in connection herewith, including any ambiguous, vague or conflicting term herein or therein, against the drafter should not apply and is expressly waived.

15.13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the extent possible.

15.14. No Third-Party Beneficiaries. Except with respect to the Buyer Indemnified Parties, the Company Indemnified Parties and as otherwise expressly provided herein, nothing in this Agreement is intended to or shall confer upon any other Person any benefits, rights or remedies of any nature whatsoever under or by reason of this Agreement. None of Buyer, the Company or the Owners assumes any liability to any third party because of any reliance on the representations, warranties, covenants and agreements of Buyer, the Company or the Owners contained herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

COMPANY:

PODA HOLDINGS, INC.

By: signed "***Ryan Selby***"
Name: Ryan Selby
Title: Chief Executive Officer

OWNERS:

By: signed "***Ryan Selby***"
Ryan Selby

By: signed "***Ryan Karkairan***"
Ryan Karkairan

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

BUYER:

ALTRIA CLIENT SERVICES LLC

By: signed "***Richard Jupe***"
Name: Richard Jupe
Title: Vice President, Product Development

Exhibit A
Assignment and Assumption Agreement

See attached.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of [____], 2022 (the "Effective Date"), is entered into by and between [____] ("Assignor"), and Altria Client Services LLC, a Virginia limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of May 13, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign all of [his/its] rights, title and interests in, and Assignee has agreed to assume all of Assignor's duties and obligations under, the Assumed Contracts (as defined in the Purchase Agreement);

WHEREAS, Assignor now desires to assign, transfer and convey all right, title and interest under the Assumed Contracts and the Assumed Liabilities of Assignor to Assignee, and Assignee desires to accept and assume the Assumed Contracts and the Assumed Liabilities of Assignor, all on the terms and conditions set forth herein; and

WHEREAS, the execution and delivery of this Agreement is required under the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Assignment and Assumption. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to: (i) the Assumed Contracts; and (ii) the Assumed Liabilities, but only to the extent that such Liabilities are required to be performed after Closing and do not relate to any failure to perform, improper performance, warranty, breach, default or violation by the Assignor on or prior to the Closing. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Assumed Contracts and Assumed Liabilities and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assumed Contracts accruing on and after the Effective Date.

3. Excluded Liabilities. The Assignor and the Assignee expressly acknowledge and agree that notwithstanding anything in this Agreement to the contrary, Assignee shall not assume and shall not be responsible to pay, perform or discharge any Liability of the Assignor or any of its Affiliates of any kind or nature whatsoever (including Excluded Liabilities) other than the Assumed Liabilities.

4. Terms of the Purchase Agreement. This Agreement is subject to all of the representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Agreement, express or implied, is intended to be or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Assignor and Assignee.

5. Further Assurances. From and after the Closing Date, at the request of Assignee, Assignor shall execute and deliver or cause to be executed and delivered to Assignee such other agreements or instruments of transfer and assignment in addition to those required by this Agreement, and take such other actions as Assignee may reasonably request in order to effectuate the transactions contemplated by this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein, without regard to its conflict of laws principles that would result in the application of any Law other than the Law of the Province of British Columbia and the federal law of Canada applicable therein.

7. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

8. Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by means of electronic transmission in portable document format ("pdf") or a facsimile machine, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature Page Follows*]

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

ASSIGNOR:

[_____]

By: _____
Name:
Title:

ASSIGNEE:

ALTRIA CLIENT SERVICES LLC

By: _____
Name:
Title:

Exhibit B

Assignment of Intellectual Property

See attached.

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of [____], 2022 (the "Effective Date"), is entered into by [____] ("Seller") in favor of Altria Client Services LLC, a Virginia limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of May 13, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, transfer and assign to Buyer, the Purchased Assets (as defined in the Purchase Agreement) for good and valuable consideration described in the Purchase Agreement;

WHEREAS, Seller and Buyer have entered into that certain Bill of Sale, as of the Effective Date, selling, conveying, transferring and delivering the Purchased Assets, including certain Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, the execution and delivery of this Assignment is required under the Purchase Agreement; and

WHEREAS, further to the Purchase Agreement and the Bill of Sale, this Assignment is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Intellectual Property to Buyer.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Sale of Purchased Assets. Seller by this Assignment, as of the Effective Date, hereby irrevocably and unconditionally, conveys, transfers and delivers to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title, and interest, worldwide, in, to and under:

(a) the Patents listed in Schedule **[3.15(a) of the Company Disclosure Letter][4.6(a)(i) Owners' Disclosure Letter]** to the Purchase Agreement (reproduced as Appendix A to this Assignment), including all applications and patents that claim, can claim or could have claimed priority or benefit directly or indirectly to any of the Patents and all applications and patents to which any of the Patents claim, can claim or could have claimed priority or benefit directly or indirectly, under the laws and treaties of the United Sates, other countries, regions, and international bodies, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, worldwide;

(b) the Marks listed in Schedule **[3.15(a) of the Company Disclosure Letter][4.6(a)(i) Owners' Disclosure Letter]** of the Purchase Agreement (reproduced as Appendix B to this Agreement), including all issuances, extensions and renewals of such registrations thereof, all associated common law rights, and all goodwill symbolized and connected with the use thereof, worldwide;

(c) all rights to any of the foregoing including all rights provided in international treaties and convention rights; the right and power to assert, defend and recover title to any of the foregoing; all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing; all rights to any documentation evidencing, concerning or related to any of the foregoing; and all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights

to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

3. Terms of the Agreement. This Assignment is subject to all of the representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended to be or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Seller and Buyer.

4. Further Assurances. From and after the Closing Date, at the request of Buyer, Seller shall, execute and deliver or cause to be executed and delivered to Buyer such other agreements or instruments of transfer and assignment in addition to those required by this Assignment, and take such other actions as Buyer may reasonably request in order to effectuate the transactions contemplated by this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein, without regard to its conflict of laws principles that would result in the application of any Law other than the Law of the Province of British Columbia and the federal law of Canada applicable therein.

6. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, Seller and Buyer and their respective permitted successors and assigns.

7. Headings. The headings of this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Assignment delivered by means of electronic transmission in portable document format ("pdf") or a facsimile machine, shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

SELLER:

[_____]

By: _____
Name:
Title:

BUYER:

ALTRIA CLIENT SERVICES LLC

By: _____
Name:
Title:

Appendix A

Patents

PATENT FAMILY	TITLE	JURISDICTION	APPLICATION/ PATENT NO.	STATUS	PRIORITY CLAIMED	APPLICANT NAME (AT TIME OF FILING)
P02	CLOSED BOTTOM VAPORIZER POD	AE	P6001317/2019	ABANDONED, REINSTATEMENT REQUESTED	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	AU	2018233589	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	BR	BR 11 2019 022109 3	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	CA	3,039,570	ISSUED	Mar. 17, 2017 [US 62/473,154]	PODA
P02	CLOSED BOTTOM VAPORIZER POD	CA-DIV	3,062,091	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	CN	201880018210.X	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	CO	NC2019/0011503	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	CO-DIV	NC2021/0012912	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	EA	201992207	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	EP	18768638.1	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	HK	62020004328.4	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	IL	269320	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	IN	201917042064.00	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	IN-DIV	202118056761.00	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	JP	2019-549369	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	KR	10-2019-07030633	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan

PATENT FAMILY	TITLE	JURISDICTION	APPLICATION/ PATENT NO.	STATUS	PRIORITY CLAIMED	APPLICANT NAME (AT TIME OF FILING)
P02	CLOSED BOTTOM VAPORIZER POD	MX	MX/a/2019/011024	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	NZ	758194	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	PCT	PCT/CA2018/050326	EXPIRED	Mar. 17, 2017 [US 62/473,154]	PODA
P02	CLOSED BOTTOM VAPORIZER POD	SA	519410120	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	TH	1901005710	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	UA	a201910402	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	US	16/340,058	ISSUED	Mar. 17, 2017 [US 62/473,154]	PODA
P02	CLOSED BOTTOM VAPORIZER POD	US-DIV	17/527,983	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	SELF-CONTAINED VAPORIZER PACKET	US-PRV	62/473,154	EXPIRED		PODA
P02	CLOSED BOTTOM VAPORIZER POD	ZA	2019/06834	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P02	CLOSED BOTTOM VAPORIZER POD	ZA-DIV	2021/07751	PENDING	Mar. 17, 2017 [US 62/473,154]	Ryan Selby and Ryan Karkairan
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	CA	3097034	PENDING	Mar. 21, 2018 [US 62/646,267]	Ryan Selby and Ryan Karkairan
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	CN	201980020578.4	PENDING	Mar. 21, 2018 [US 62/646,267]	Ryan Selby and Ryan Karkairan
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	EP	19771349.8	PENDING	Mar. 21, 2018 [US 62/646,267]	Ryan Selby and Ryan Karkairan
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	HK	62021034727.9	PENDING	Mar. 21, 2018 [US 62/646,267]	Ryan Selby and Ryan Karkairan

PATENT FAMILY	TITLE	JURISDICTION	APPLICATION/ PATENT NO.	STATUS	PRIORITY CLAIMED	APPLICANT NAME (AT TIME OF FILING)
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	PCT	PCT/CA2019/050352	EXPIRED	March 21, 2018 [US 62/646,267]	PODA
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	US	16/982,606	PENDING	Mar. 21, 2018 [US 62/646,267]	Ryan Selby and Ryan Karkairan
P03	VAPORIZER CAPSULES AND METHODS OF MANUFACTURE	US-PRV	62/646,267	EXPIRED		PODA
P04	IMPROVED SMOKING ARTICLE	PCT	PCT/CA2020/000038	EXPIRED	Mar. 11, 2019 [US 62/816,770]	Ryan Selby and Ryan Karkairan
P04	IMPROVED SMOKING ARTICLE	CA	3,132,684	PENDING	Mar. 11, 2019 [US 62/816,770]	Ryan Selby and Ryan Karkairan
P04	IMPROVED SMOKING ARTICLE	CN	202080017205.4	PENDING	Mar. 11, 2019 [US 62/816,770]	Ryan Selby and Ryan Karkairan
P04	IMPROVED SMOKING ARTICLE	EP	20769702.0 [PCT/CA2020/000038]	PENDING	Mar. 11, 2019 [US 62/816,770]	Ryan Selby and Ryan Karkairan
P04	IMPROVED SMOKING ARTICLE	US	17/438,322 [PCT/CA2020/000038]	PENDING	Mar. 11, 2019 [US 62/816,770]	Ryan Selby and Ryan Karkairan
P04	IMPROVED HNB CIGARETTE	US-PRV	62/816,770	EXPIRED		PODA
P05	HYBRID HNB E-CIG DEVICE	PCT	PCT/CA2021/000004	PENDING	Jan. 16, 2020 [US 62/961,763]	Ryan Selby and Ryan Karkairan
P05	HYBRID HNB E-CIG DEVICE	US-PRV	62/961,763	EXPIRED		Ryan Selby and Ryan Karkairan
P06	VAPORIZER AND VAPORIZER CAPSULE WITH SUSCEPTOR COATING FOR VAPORIZING LOOSE LEAF MATERIAL	US-PRV	63/292,959	PENDING		Ryan Selby and Ryan Karkairan
[redacted]						

PATENT FAMILY	TITLE	JURISDICTION	APPLICATION/ PATENT NO.	STATUS	PRIORITY CLAIMED	APPLICANT NAME (AT TIME OF FILING)
[redacted]						

PATENT FAMILY	TITLE	JURISDICTION	APPLICATION/ PATENT NO.	STATUS	PRIORITY CLAIMED	APPLICANT NAME (AT TIME OF FILING)
[redacted]						

Sensitive Commercial Information

Appendix B

Marks

TRADEMARK FAMILY	TRADEMARK	JURISDICTION	APPLICATION / REGISTRATION NO.	CLASSES	STATUS	APPLICANT NAME
T01	PODA	CA	1,782,855/ TMA1,043,251	34, 35	Registered	Poda Technologies Ltd.
T02	PODA and Design PŌDΛ	CA	1,828,371 / TMA1,076,767	9, 16, 25, 34	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	CA	2,091,919	9, 25, 34, 35	Pending	Poda Technologies Ltd.
T3	BEYOND BURN	EU	18435971	34, 35	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	UK	UK00003615598	9, 34, 35	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	US	90/601,141	34, 35	Pending	Poda Technologies Ltd.
[redacted]						

Sensitive Commercial Information

Exhibit C
Bill of Sale

See attached.

EXHIBIT C

BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), effective as of [____], 2022, is entered into by [____] ("Seller") in favor of Altria Client Services LLC, a Virginia limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of May 13, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, transfer and assign to Buyer, the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, the execution and delivery of this Bill of Sale is required under the Purchase Agreement; and

WHEREAS, this Bill of Sale is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Buyer.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Sale of Purchased Assets. Seller by this Bill of Sale does, effective as of the Effective Time, hereby irrevocably and unconditionally, sell, convey, transfer and deliver to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title, and interest in, to and under all of the Purchased Assets owned, licensed or leased by the [**Company**] [**Owners**] (the "Purchased Assets Sold"), free and clear of all Liens, except for Permitted Liens.

3. Excluded Assets. The Purchased Assets do not include, and Buyer does not hereby purchase or acquire or otherwise obtain, any right, title or interest in, to or under any Excluded Asset.

4. Terms of the Agreement. This Bill of Sale is subject to all of the representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Bill of Sale, express or implied, is intended to be or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither this Bill of Sale nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Seller and Buyer.

5. Further Assurances. From and after the Closing Date, at the request of Buyer, Seller shall execute and deliver or cause to be executed and delivered to Buyer such other agreements or instruments of transfer and assignment in addition to those required by this Bill of Sale, and take such other actions as Buyer may reasonably request, in order to effectuate the transactions contemplated by this Bill of Sale.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein, without regard to its conflict of laws principles that would result in the application of any Law other than the Law of the Province of British Columbia and the federal law of Canada applicable therein.

7. Successors and Assigns. This Bill of Sale shall be binding upon, inure to the benefit of and be enforceable by, Seller and Buyer and their respective permitted successors and assigns.

8. Headings. The headings of this Bill of Sale are for reference purposes only and shall not affect in any way the meaning or interpretation of this Bill of Sale.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by means of electronic transmission in portable document format ("pdf") or a facsimile machine, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SELLER:

[_____]

By: _____
Name:
Title:

BUYER:

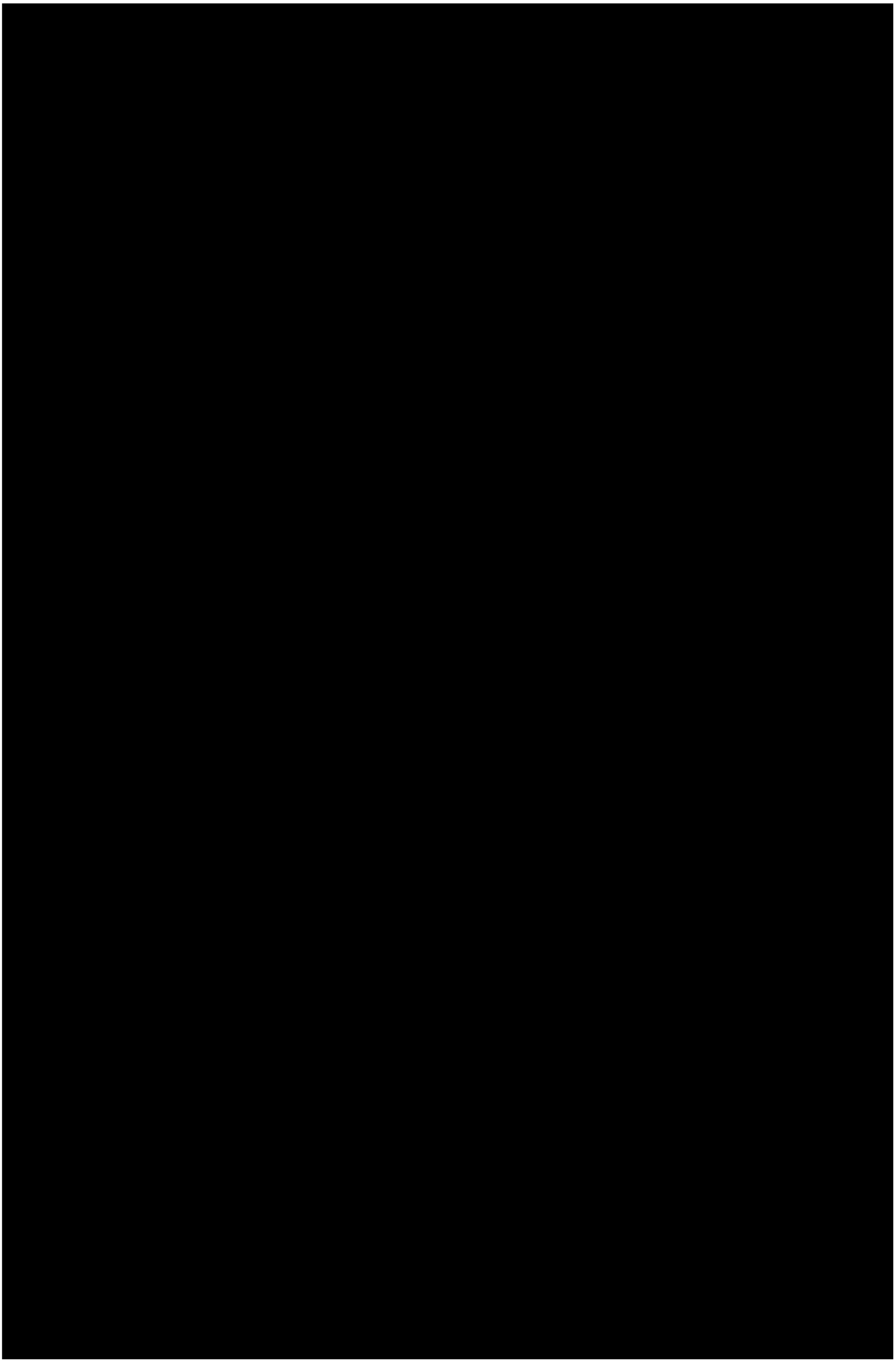
ALTRIA CLIENT SERVICES LLC

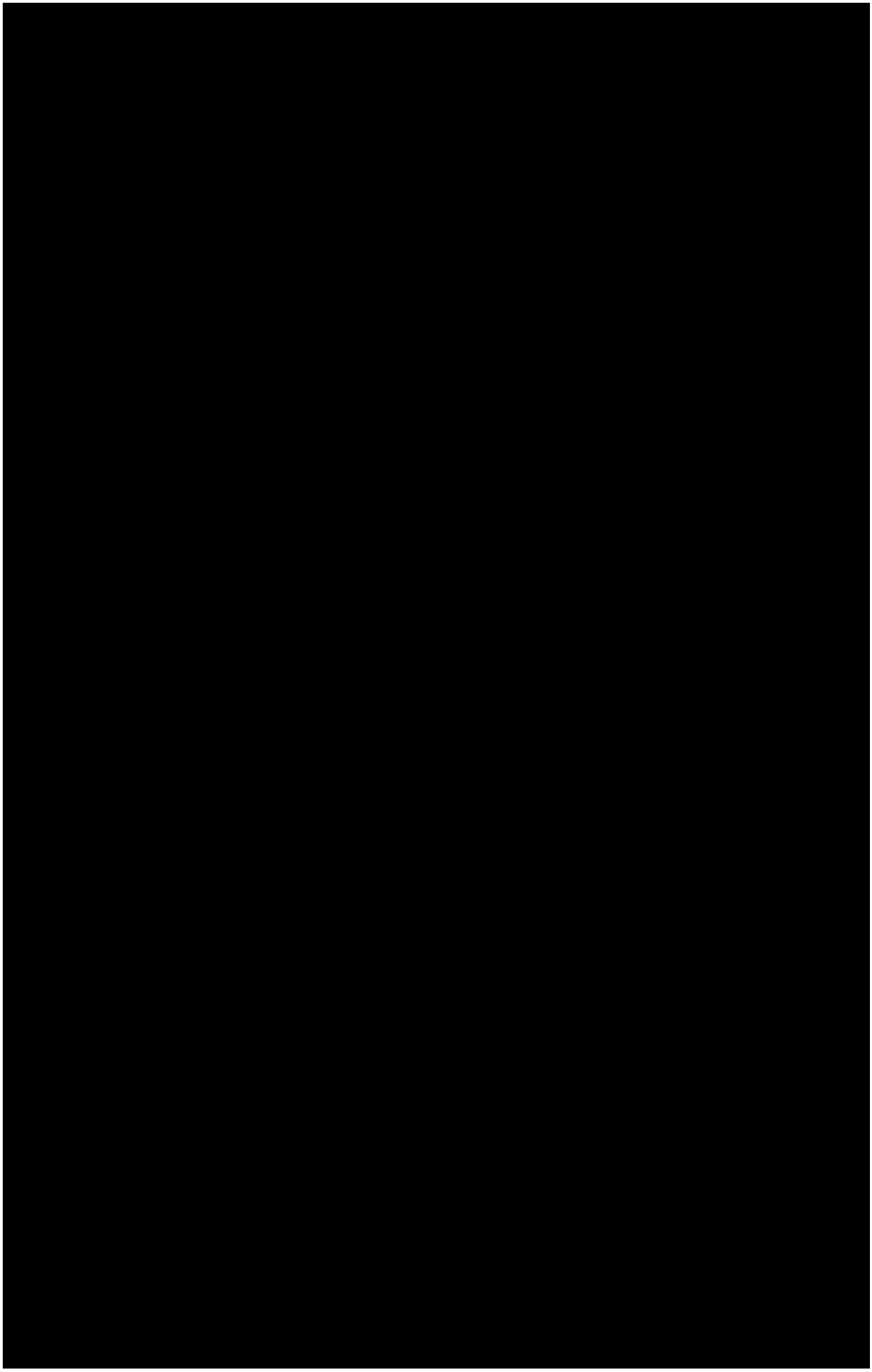
By: _____
Name:
Title:

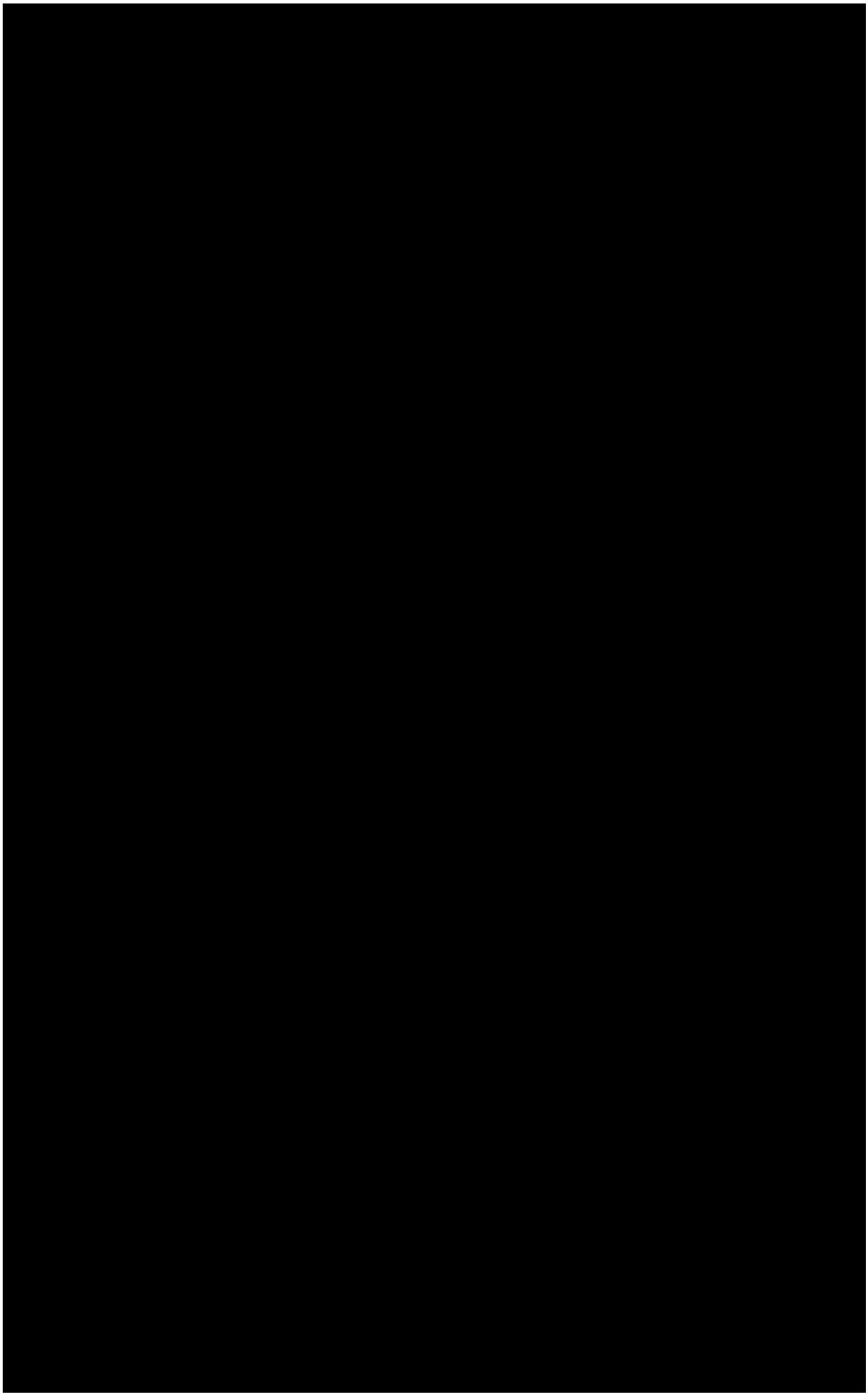
Exhibit D

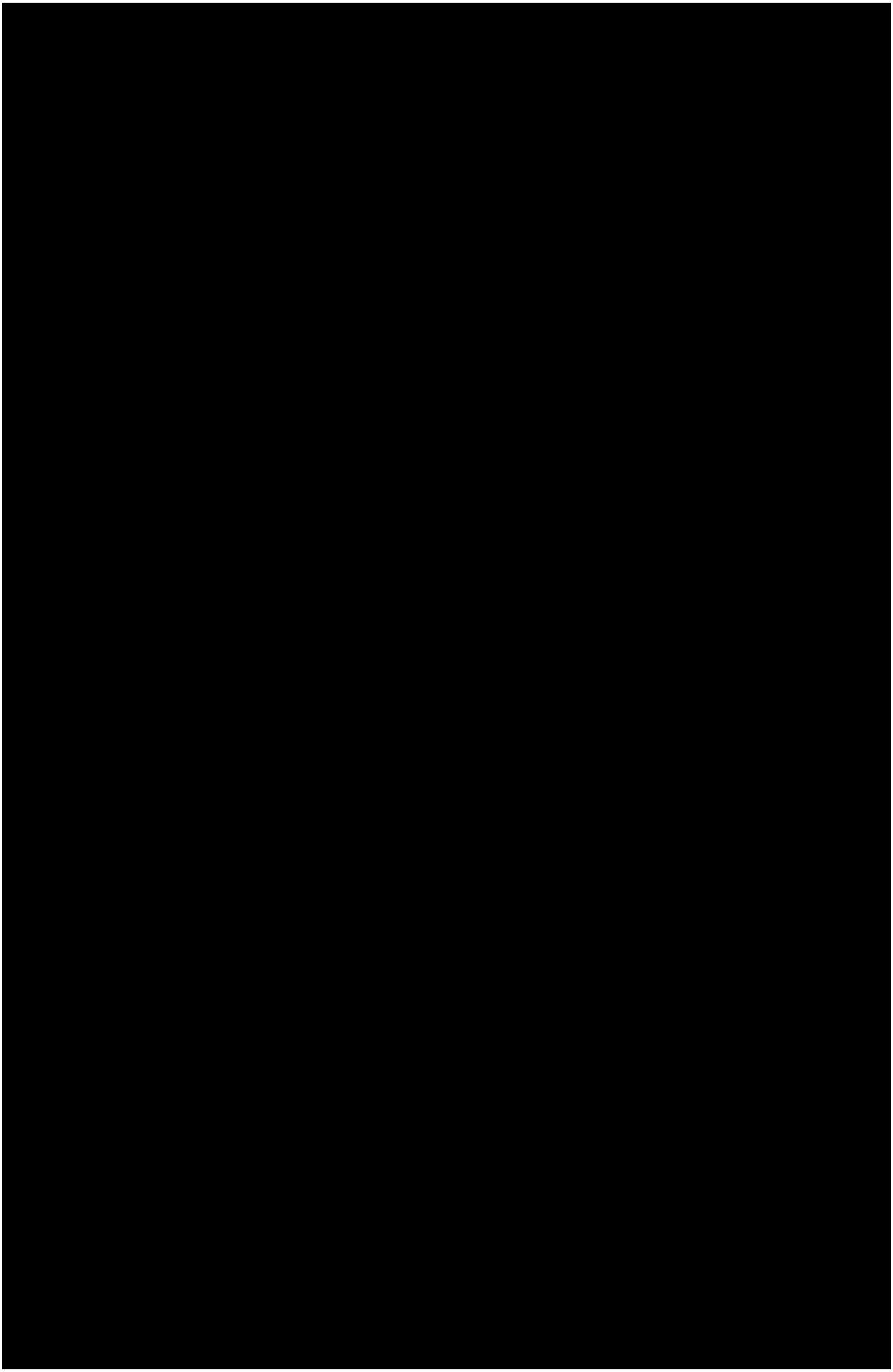
[redacted]

[redacted] Sensitive Commercial Information









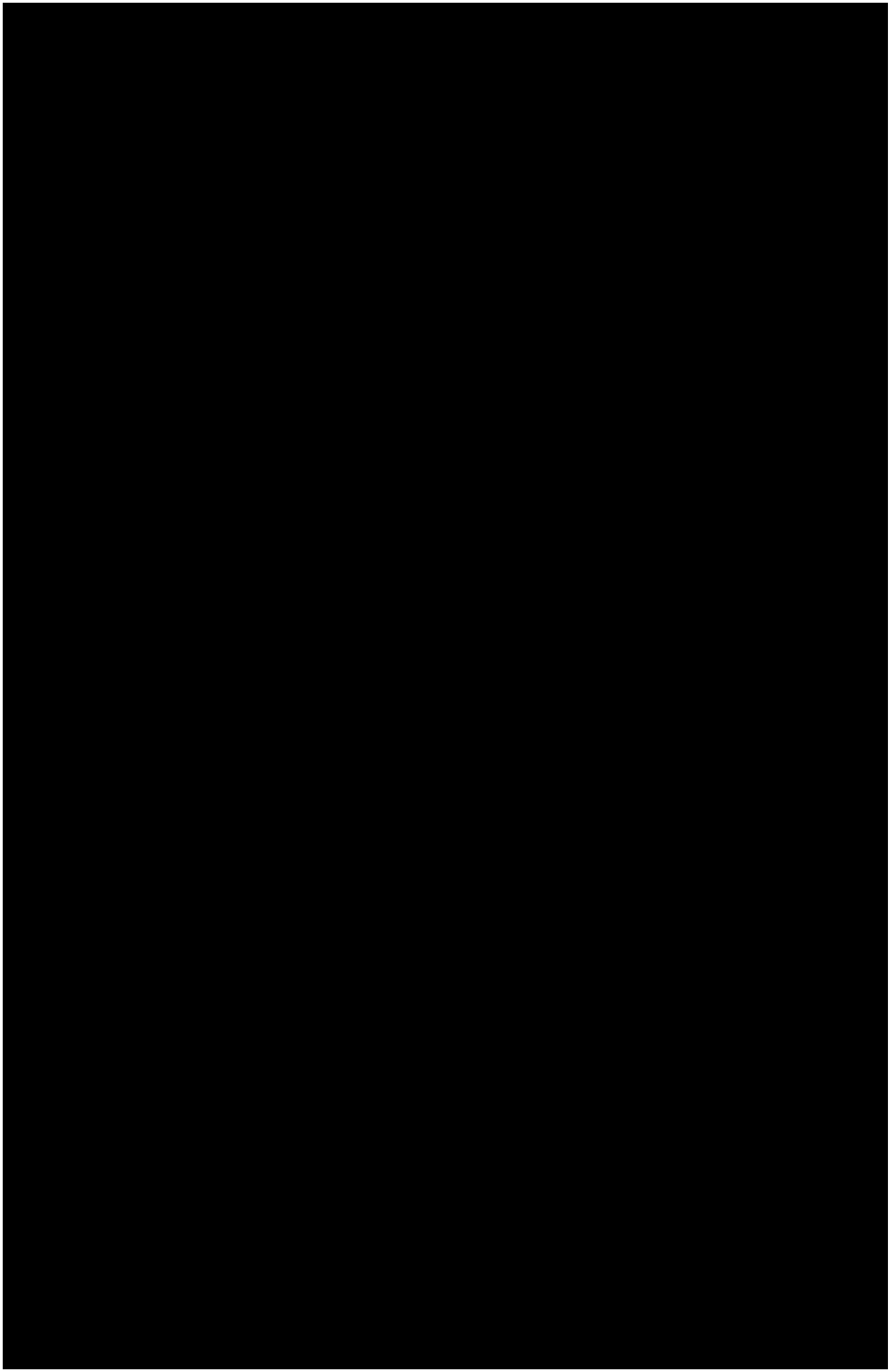
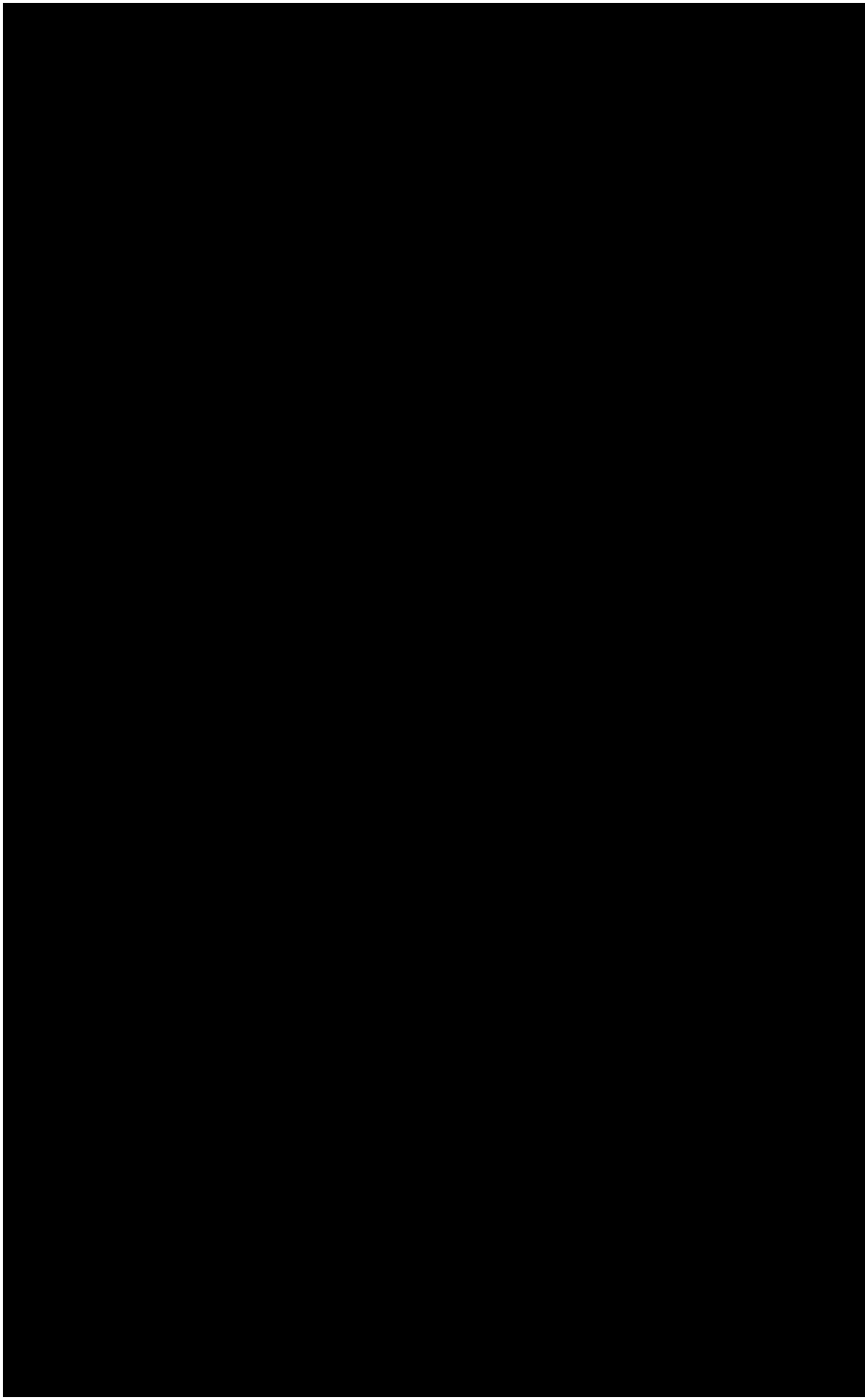
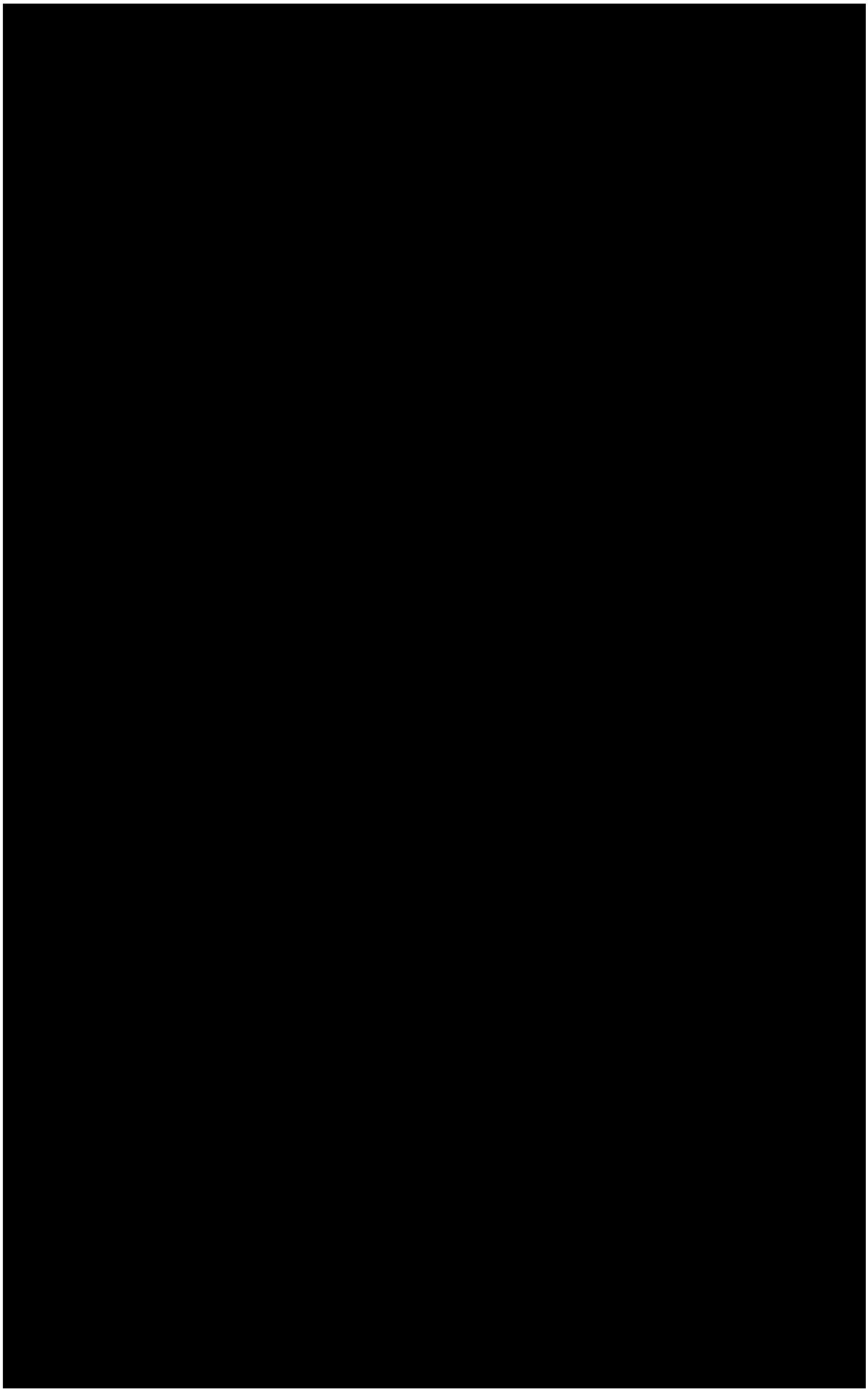


Exhibit E

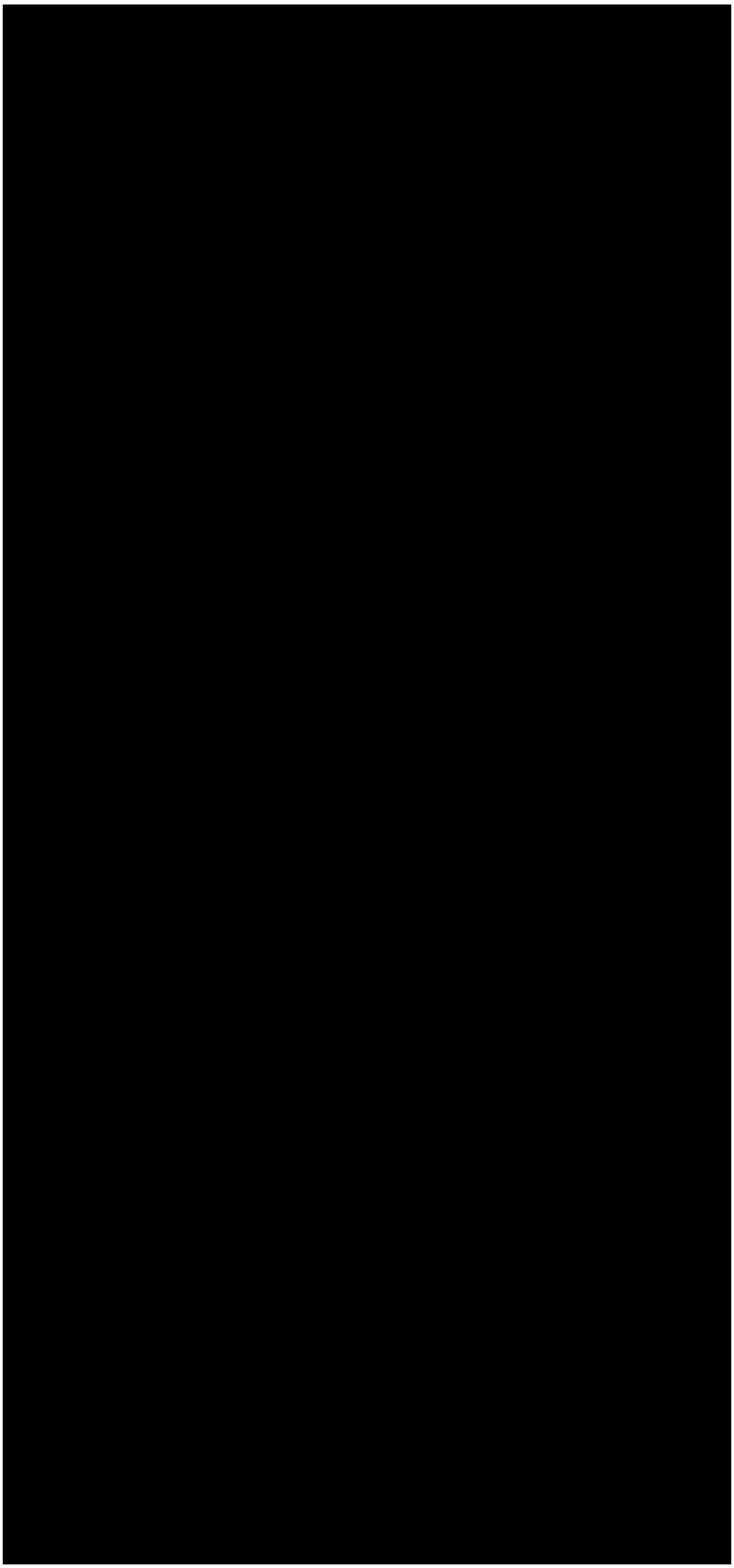
[redacted]

[redacted] Sensitive Commercial Information





Sensitive Commercial Information



Sensitive Commercial Information

Exhibit F
Escrow Agreement

See attached.

EXHIBIT F

EXECUTION VERSION

ESCROW AGREEMENT

among

ALTRIA CLIENT SERVICES LLC,

RYAN SELBY,

RYAN KARKAIRAN

and

CITIBANK, N.A., as Escrow Agent

Dated as of [●], 2022

ESCROW AGREEMENT (this "Agreement"), dated as of [●], 2022, by and among Altria Client Services LLC, a Virginia limited liability company (the "Buyer"), Ryan Selby, a natural person, and Ryan Karkairan, a natural person (collectively, the "Owners" and each, an "Owner"), and Citibank, N.A., a national banking association organized and existing under the laws of the United States of America ("Citibank") and acting through its Agency and Trust Division and solely in its capacity as escrow agent under this Agreement, and any successors appointed pursuant to the terms hereof (Citibank in such capacity, the "Escrow Agent"). The Buyer and the Owners are sometimes collectively referred to herein as the "Interested Parties".

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 13, 2022 (the "Purchase Agreement"), by and among the Buyer, the Owners and Poda Holdings, Inc., the Interested Parties thereto have agreed to establish an escrow arrangement for the purposes set forth therein;

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement and the deposit by the Buyer with the Escrow Agent of certain funds to be held in escrow in order to provide a source of funding for certain indemnification obligations and holdback amounts as described in the Purchase Agreement;

WHEREAS, the Interested Parties wish for such deposit to be subject, at all times, to the terms and conditions set forth in this Agreement; and

WHEREAS, the Interested Parties wish to appoint Citibank as Escrow Agent and Citibank is willing to accept such appointment and to act as Escrow Agent, in each case upon the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby irrevocably acknowledged, the parties hereto agree as follows**:**

1. Appointment. The Interested Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent and to hold and distribute the Escrow Amount (as defined below), all in accordance with the terms and conditions set forth herein.

2. Establishment of Escrow Accounts. Simultaneous with the execution and delivery of this Agreement, the Buyer shall deposit with the Escrow Agent in immediately available funds, $15,050,000 in the aggregate (the "Escrow Amount"), consisting of (i) $10,050,000 (the "Indemnity Escrow Amount"), and (ii) $5,000,000 (the "Technology Holdback Amount"). The Escrow Agent shall separately hold the Indemnity Escrow Amount and the Technology Holdback Amount in separate deposit accounts (each, an "Escrow Account" and collectively, the "Escrow Accounts"). The Escrow Accounts shall each be an interest-bearing account insured by the Federal Deposit Insurance Corporation to the applicable limits. The Interested Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Interested Parties. The Escrow Agent shall invest the Escrow Amounts on the date of deposit provided that they are received on or before 11:00 a.m. New York City time. Any Escrow Amounts received by the Escrow Agent after 11:00 a.m. New York City time shall be treated as if received on the following Business Day.

3. Disbursements and Payments; Release from Escrow. The Interested Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Amount as provided in this Section 3 as follows:

(a) Upon receipt of joint written instructions executed by an Authorized Person (as defined below) of each Interested Party (a "Joint Release Instruction") directing the Escrow Agent to disburse all or a portion

of the Escrow Amount, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Escrow Amount in accordance with such Joint Release Instruction by wire transfer of immediately available funds. For purposes of this Agreement, "Business Day" shall mean any day that the Escrow Agent is open for business.

(b) Upon receipt by the Escrow Agent of a copy of a court order, together with (i) a certificate of the prevailing Interested Party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (ii) written payment instructions of the prevailing Interested Party to effectuate such order (a "Final Determination"), the Escrow Agent shall on the fifth (5th) Business Day following receipt of such Final Determination, disburse as directed, part or all, as the case may be, of the Escrow Amount (but only to the extent funds are available in the applicable Escrow Account) in accordance with such Final Determination. The Escrow Agent shall be entitled to act on such Final Determination without further inquiry.

4. Tax Matters.

(a) The Interested Parties agree that: (i) Buyer shall be treated as the owner of the Escrow Amount solely for tax purposes, and all interest and earnings earned from the investment and reinvestment of the Escrow Amount, or any portion thereof, shall be allocable to Buyer pursuant to Section 468B(g) of the Internal Revenue Code of 1986, as amended (the "Code") and Proposed Treasury Regulation Section 1.468B-8 thereunder, and shall be reported on an annual basis on United States Internal Revenue Service ("IRS") Form 1099-INT to the Buyer, as required pursuant to the Code and the regulations thereunder, (ii) if and to the extent any amount of the Escrow Amount is actually distributed to the Owners, interest may be imputed on such amount, as required by Section 483 or 1274 of the Code and reported to the Owners as set forth below in Section 4(b), and (iii) in the event that the total amount of any interest and earnings earned on the Escrow Amount exceed the imputed interest, such excess amount shall be treated as interest or other income and not as purchase price and reported to the Owners as set forth below in Section 4(b). The Interested Parties shall file all tax returns consistently with the foregoing. Except as set forth below in Section 4(b), principal payments are not reportable to any payee hereunder. The Interested Parties and the Escrow Agent agree that the Escrow Agent will not be responsible for providing tax reporting and withholding for payments that are for compensation for services performed by an employee or independent contractor.

(b) If IRS imputed interest requirements apply or Section 4(a)(iii) hereof applies, the Buyer is solely responsible to inform the Escrow Agent, provide the Escrow Agent with all interest calculations, and direct the Escrow Agent to report interest with respect to the disbursed amounts and to withhold tax to the extent required. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information or for the failure of the Buyer to provide such calculations or information. The Interested Parties agree any distributions from the Escrow Amount during a calendar year period that are reported as interest shall be reported on IRS Form 1042-S or IRS Form 1099-INT, as applicable.

(c) The Interested Parties shall upon the execution of this Agreement provide the Escrow Agent with a duly completed and properly executed IRS Form W-9 or applicable IRS Form W-8, in the case of a non-U.S. person, for each payee, together with any other documentation and information requested by the Escrow Agent in connection with the Escrow Agent's tax reporting obligations under the Code, and the regulations thereunder. With respect to the Escrow Agent's tax reporting obligations under the Code, the Foreign Account Tax Compliance Act and the Foreign Investment in Real Property Tax Act and any other applicable law or regulation, the Interested Parties understand that, in the event valid U.S. tax forms or other required supporting documentation are not provided to the Escrow Agent, the Escrow Agent or the Buyer may be required to withhold tax from the Escrow Amount and report account information on any earnings, proceeds or distributions from the Escrow Amount.

(d) Should the Escrow Agent become liable for the payment of taxes, including withholding taxes, and including interest and penalties thereon, relating to any funds held by the Escrow Agent pursuant to this Agreement or any payment made hereunder, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Amount. Should the Buyer become liable for the payment of any withholding taxes, including interest and penalties thereon, relating to any payment to the Owners made hereunder, the Buyer shall instruct the Escrow Agent to disburse the amount of such liability to the Buyer from the Escrow Amount to the extent available. The Owners hereby acknowledge and agree that (i) the Escrow Agent shall be entitled to release such Escrow Amount pursuant to this Section 4(d) upon receipt of unilateral instructions from the Buyer, upon which the Escrow Agent may rely conclusively without further inquiry, (ii) no action by or on behalf of the Owners is required as a condition of such release, and (iii) they shall have no right to contest the release of such Escrow Amount; *provided*, *however*, that, notwithstanding the foregoing, solely as between the Buyer and the Owners, the Buyer hereby agrees that it shall provide the Owners with reasonable evidence of Buyer's liability for withholding taxes, including interest and penalties thereon, no less than five (5) Business Days prior to delivering such instruction to the Escrow Agent. The Interested Parties agree, jointly and severally, to indemnify and hold the Escrow Agent harmless pursuant to Section 7 hereof from any liability or obligation on account of taxes, assessments, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent.

(e) The Escrow Agent's rights under this Section 4 shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

5. Concerning the Escrow Agent.

(a) Escrow Agent Duties. Each Interested Party acknowledges and agrees that (i) the duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth in this Agreement, each of which is administrative or ministerial (and shall not be construed to be fiduciary) in nature, and no duties, responsibilities or obligations shall be inferred or implied, (ii) the Escrow Agent shall not be responsible for any of the agreements referred to or described herein (including without limitation the Purchase Agreement and any defined term therein not otherwise defined in this Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, and (iii) the Escrow Agent shall not be required to expend or risk any of its own funds to satisfy payments from the Escrow Amount hereunder.

(b) Liability of Escrow Agent. The Escrow Agent shall not be liable for any damage, loss or injury resulting from any action taken or omitted in the absence of fraud, gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for indirect, incidental, consequential, punitive or special losses or damages (including but not limited to lost profits), regardless of the form of action and whether or not any such losses or damages were foreseeable or contemplated. The Escrow Agent shall be entitled to rely upon any instruction, notice, request or other instrument delivered to it without being required to determine the authenticity or validity thereof, or the truth or accuracy of any information stated therein. The Escrow Agent may act in reliance upon any signature believed by it to be genuine (including any signature affixed by DocuSign) and may assume that any person purporting to make any statement, execute any document, or send any instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent may consult with counsel satisfactory to it, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith and in accordance with the opinion and advice of such counsel. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, without limitation, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially

reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(c) Reliance on Orders. The Escrow Agent is authorized to comply with final orders issued or process entered by any court with respect to the Escrow Amount, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Amount is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Interested Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

6. Compensation.

(a) Each of the Interested Parties covenants and agrees, jointly and severally, to pay the Escrow Agent's compensation specified in Schedule A. Each of the Interested Parties covenants and agrees, jointly and severally, to pay to the Escrow Agent all out-of-pocket expenses incurred by the Escrow Agent in the performance of its role under this Agreement. (including, but not limited to, any attorney's fees incurred in connection with the preparation and negotiation of this Agreement, which shall be due and payable upon the execution of this Agreement). Without limiting the joint and several nature of their obligations to the Escrow Agent, the Buyer and the Owners agree, solely as among themselves, that any amounts due and owing to the Escrow Agent pursuant to this Section 6 shall be shared equally between the Buyer on one hand and the Owners on the other hand.

(b) Security and Offset. The Interested Parties hereby grant to the Escrow Agent a first lien upon, and right of offset against, the Escrow Amounts with respect to any fees or expenses due to the Escrow Agent hereunder (including any claim for indemnification hereunder). In the event that any fees or expenses, or any other obligations owed to the Escrow Agent (or its counsel) are not paid to the Escrow Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Escrow Agent may, without further action or notice, pay such fees and expenses from the Escrow Amounts and may sell, convey or otherwise dispose of any Escrow Amounts for such purpose. The Escrow Agent may in its sole discretion withhold from any distribution of the Escrow Amounts an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Escrow Agent is entitled to hereunder.

7. Indemnification. Each of the Interested Parties covenants and agrees, jointly and severally, to indemnify the Escrow Agent and its employees, officers, directors, affiliates, and agents (each, an "Indemnified Party") for, hold each Indemnified Party harmless from, and defend each Indemnified Party against, any and all claims, losses, actions, liabilities, costs, damages and expenses of any nature incurred by any Indemnified Party, arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to reasonable and documented attorney's fees, costs and expenses, except to the extent such loss, liability, damage, cost or expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted from the fraud, gross negligence or willful misconduct of such Indemnified Party. Notwithstanding anything to the contrary herein, the Buyer and the Owners agree, solely as among themselves, that any obligation for indemnification under this Section 7 shall be borne by the Interested Party(ies) determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by the Buyer and one-half by the Owners, jointly and severally. The foregoing indemnification

and agreement to hold harmless shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

8. **Dispute Resolution**. In the event of any disagreement among any of the Interested Parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to any action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refuse to act and refrain from acting until the Escrow Agent shall have received (i) a Final Determination or (ii) a Joint Release Instruction, in which case the Escrow Agent shall be authorized to disburse the Escrow Amount in accordance with such Final Determination or Joint Release Instruction. The Escrow Agent shall have the option, after thirty (30) calendar days' notice to the Interested Parties of its intention to do so, to petition (by means of filing an action in interpleader or any other appropriate method) any court of competent jurisdiction, for instructions with respect to any dispute or uncertainty, and to the extent required or permitted by law, pay into such court the Escrow Amount for holding and disposition in accordance with the instructions of such court. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by, and be the joint and several obligation of, the Interested Parties.

9. **Entire Agreement; Exclusive Benefit**. This Agreement constitutes the entire agreement between the parties and sets forth in its entirety the obligations and duties of the Escrow Agent with respect to the Escrow Amount. This Agreement is for the exclusive benefit of the parties to this Agreement and their respective permitted successors, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

10. **Resignation and Removal**.

(a) The Interested Parties may remove the Escrow Agent at any time, with or without cause, by giving to the Escrow Agent thirty (30) calendar days' prior written notice of removal signed by an Authorized Person of each of the Interested Parties. The Escrow Agent may resign at any time by giving to each of the Interested Parties thirty (30) calendar days' prior written notice of resignation specifying a date when such resignation shall take effect.

(b) Within thirty (30) calendar days after giving the foregoing notice of removal to the Escrow Agent or within thirty (30) calendar days after receiving the foregoing notice of resignation from the Escrow Agent, the Interested Parties shall appoint a successor escrow agent and give notice of such successor escrow agent to the Escrow Agent. If a successor escrow agent has not accepted such appointment by the end of such 30-day period, the Escrow Agent may either (A) safe keep the Escrow Amount until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement, or (B) apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

(c) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Amount then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses, or hold such Escrow Amount (or any portion thereof) pending distribution, until all such fees, costs and expenses are paid to it. Upon delivery of the Escrow Amount to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

11. Governing Law; Jurisdiction; Waivers. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, City, County and State of New York, for any proceedings commenced regarding this Agreement. The parties irrevocably submit to the jurisdiction of such courts for the determination of all issues in such proceedings and irrevocably waive any objection to venue or inconvenient forum for any proceeding brought in any such court. The parties irrevocably and unconditionally waive any right to trial by jury with respect to any proceeding relating to this Agreement.

12. Representations and Warranties.

(a) Each of the Interested Parties represents and warrants that it has full power, capacity and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equity principles.

(b) None of the Interested Parties or any of their parents or subsidiaries, as applicable, or any of their respective directors, officers, or employees, or to the knowledge of any Interested Party, the affiliates of the Interested Parties or any of their subsidiaries, as applicable, will, directly or indirectly, use any part of any proceeds or lend, contribute, or otherwise make available such Escrow Amount in any manner that would result in a violation by any person of economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

13. Notices; Instructions.

(a) Any notice or instruction hereunder shall be in writing in English, and may be sent by (i) secure file transfer or (ii) electronic mail with a scanned attachment thereto of an executed notice or instruction, and shall be effective upon actual receipt by the Escrow Agent in accordance with the terms hereof. Any notice or instruction must be executed (which execution may be manual or affixed by DocuSign) by an authorized person of an Interested Party (the person(s) so designated from time to time, the "Authorized Persons"). Each of the applicable persons designated on Schedule B and Schedule C attached hereto have been duly appointed to act as Authorized Persons hereunder and individually have full power and authority to execute any notices or instructions, to amend, modify or waive any provisions of this Agreement, and to take any and all other actions permitted under this Agreement, all without further consent or direction from, or notice to, it or any other party. Any notice or instruction must be originated from a corporate domain. Any change in designation of Authorized Persons shall be provided by written notice, signed by an Authorized Person, and actually received and acknowledged by the Escrow Agent. Any communication from the Escrow Agent that the Escrow Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted in accordance with the Escrow Agent's internal procedures. The Interested Parties agree that the above security procedures are commercially reasonable.

If to the Buyer:

Altria Client Services LLC
c/o Altria Ventures Inc.
6601 West Broad Street

Richmond, Virginia 23230
Attention: Steven Schroder and Stephanie Jones
Email: Steven.Schroder@altria.com; stephanie.p.jones@altria.com

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

McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219
Attention: Brian L. Hager
McKenzie Carson
Email: bhager@mcguirewoods.com
mcarson@mcguriewoods.com

If to the Owners:

[redacted] Confidential Information
Attention: Ryan Selby
Email: ryan.s.@poda-holdings.com

AND

[redacted] Confidential Information
Attention: Ryan Karkairan
Email: ryan.k.@poda-holdings.com

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

Farris LLP
2500 - 700 West Georgia Street
Vancouver, British Columbia V7Y 1B3
Attention: Denise Nawata
Email: dnawata@farris.com

If to the Escrow Agent:

Citibank, N.A.
Agency & Trust
388 Greenwich Street
New York, NY 10013
Attn.: Paolo Ippolito
Telephone: 212-816-8831
E-mail: cts.spag@citi.com / paolo.ippolito@citi.com

(b) Any funds to be paid by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the instructions set forth on Schedule D, or as otherwise may be instructed by the Interested Parties.

(c) Payments to the Escrow Agent shall be sent by wire transfer pursuant to the following instructions: [redacted] Sensitive Commercial Information

14. **Amendment; Waiver**. Any amendment of this Agreement shall be binding only if evidenced by a writing signed by each of the parties to this Agreement. No waiver of any provision hereof shall be effective unless expressed in writing and signed by the party to be charged.

15. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision. If any provision of this Agreement is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

16. **Mergers and Conversions**. Any corporation or entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation or entity succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

17. **Termination.** This Agreement shall terminate and the Escrow Accounts shall be closed upon the distribution of all of the Escrow Amount from the Escrow Accounts established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

18. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures on counterparts of this Agreement executed and delivered in electronic format (i.e. "pdf") or by other electronic means (including DocuSign) shall be deemed original signatures with all rights accruing thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

ESCROW AGENT**:**

CITIBANK, N.A.

By:_____
Name:
Title:

BUYER:

ALTRIA CLIENT SERVICES LLC

By:_____
Name:
Title:

OWNERS:

_____
Ryan Selby

_____
Ryan Karkairan

SCHEDULE A

ESCROW AGENT FEE SCHEDULE

Escrow Agent role	Fees
Acceptance Fee To cover the acceptance under the pertinent document(s), including all relevant roles and appointments as well as the review of the supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group, as necessary.	WAIVED
Annual Fee To cover the administrative functions of the Agent under the Agreement, including the establishment and maintenance of the account, safekeeping of assets, maintenance of the records, execution and administration of the Agreement provisions, and other duties required of the agent under the terms of the Agreement.	WAIVED
Legal Fee To cover the review of legal documents by Citibank's Agency & Trust outside counsel, if necessary.	At Cost (Estimated at $4,000)
Amendment Fee To cover the administrative and legal functions of amending the Agreements. Fee to be mutually agreed upon prior to review by Citi of any amendment.	Reasonable and documented out-of-pocket costs, if necessary

This Schedule of Fees is based upon the below Assumptions:

- Documentation to be governed under the laws of New York, and subject to internal approval and satisfactory review of all documentation.
- All fees to be paid in at close or in advance.
- All fees and expenses shall be free and clear of any and all present and future taxes (including, without limitation, value-added taxes (VAT), withholding taxes, duties, levies, imposts, deductions, stamp and assessments).
- Funds will be held on deposit with Citibank NA and earn a return of 10bps
- Above fees includes A&T opening 2 accounts totally roughly $15MM. Funds will remain on deposit for roughly 12-18 months

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The above schedule of fees does not include reasonable charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform in either an agency or fiduciary capacity. Fees are also subject to Citibank's satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this transaction is subject to internal approval (including Know Your Customer) of all parties depositing moneys into the accounts and able to direct the agent. Should this schedule of fees be accepted and agreed upon, and work commenced on this transaction but subsequently halted and the transaction described not consummated within 60 days, any Acceptance Fee and Legal Fee incurred, if any, will still be payable in full to Citibank. This Fee Schedule is offered for and applicable to the transaction described, and is guaranteed for sixty days from the date on this proposal. After sixty days, this offer can only be extended in writing.

SCHEDULE B

AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on the Buyer's behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

BUYER

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature **DocuSign Specimen Signature**

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature **DocuSign Specimen Signature**

View-Only Reporting Access via Citidirect for Securities:

☐ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE C

AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on such Owner's behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

OWNERS

RYAN SELBY

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature **DocuSign Specimen Signature**

RYAN KARKAIRAN

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature **DocuSign Specimen Signature**

View-Only Reporting Access via Citidirect for Securities:

☐ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE D

WIRE INSTRUCTIONS

If to the Buyer:

Bank:
ABA#:
Account Name:
A/C#:
Ref:

If to the Owners:

Ryan Selby:

Bank:
ABA#:
Account Name:
A/C#:
Ref:

AND

Ryan Karkairan:

Bank:
ABA#:
Account Name:
A/C#:
Ref:

Exhibit G
Transaction Resolution

See attached.

EXHIBIT G

TRANSACTION RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the sale by PODA Holdings, Inc. (the "**Company**") of its right and interest in the exclusive perpetual license held by the Company, as licensee, in connection with pod-based consumable and device technology (which may be a sale of substantially all of the undertaking of the Company) (the "**Sale Transaction**"), pursuant to the terms of the asset purchase agreement among the Company, Altria Client Services LLC, Ryan Selby and Ryan Karkairan dated May 13, 2022 (as may be subsequently amended, supplemented or otherwise modified, the "**Asset Purchase Agreement**"), as more particularly described and set forth in the management information circular of the Company dated [♦], 2022, is hereby authorized, approved and adopted.

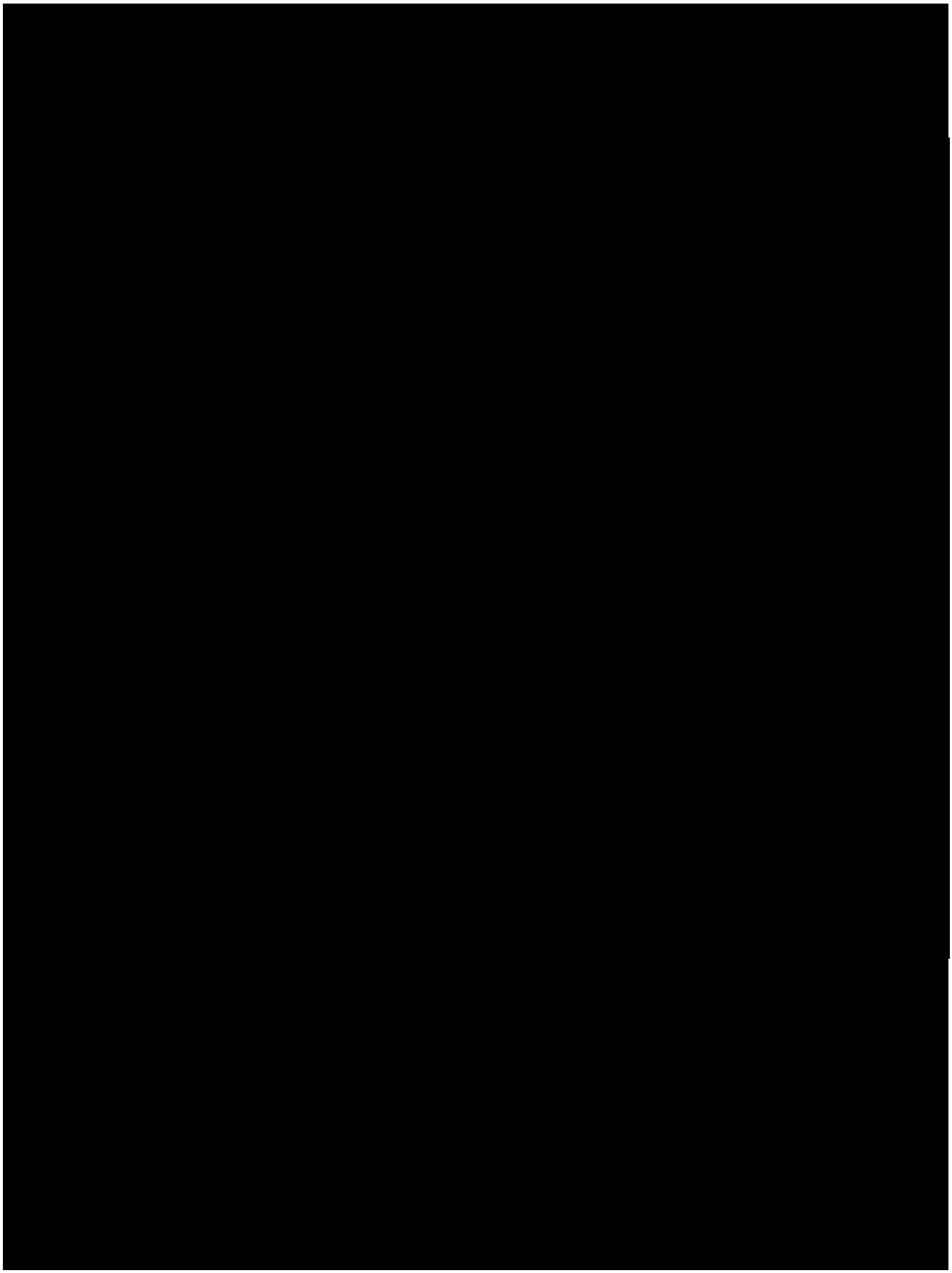
2. The (i) Asset Purchase Agreement and all the transactions contemplated therein, (ii) actions of the directors of the Company in approving the Asset Purchase Agreement and (iii) actions of the directors and officers of the Company in executing and delivering the Asset Purchase Agreement, and any amendments, modifications or supplements thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

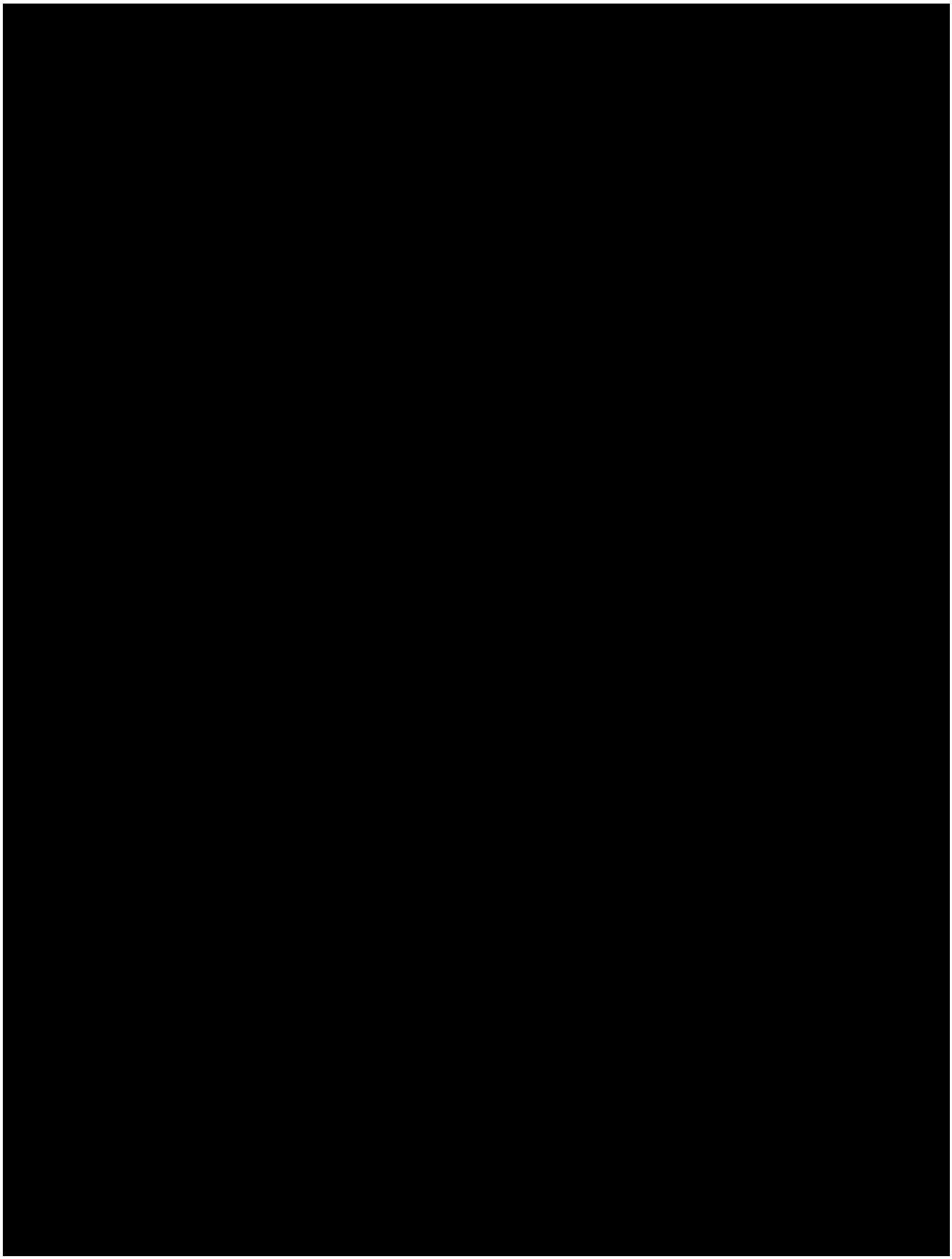
3. Notwithstanding that these resolutions have been passed and adopted (and the Sale Transaction approved) by the shareholders of the Company, the directors of the Company are hereby authorized and empowered to, at their discretion, without notice to or approval of the shareholders of the Company: (i) amend, modify or supplement the Asset Purchase Agreement to the extent permitted by the Asset Purchase Agreement or to the extent necessary to give effect to the transactions contemplated therein; and (ii) subject to the terms of the Asset Purchase Agreement, not to proceed with the Sale Transaction and related transactions.

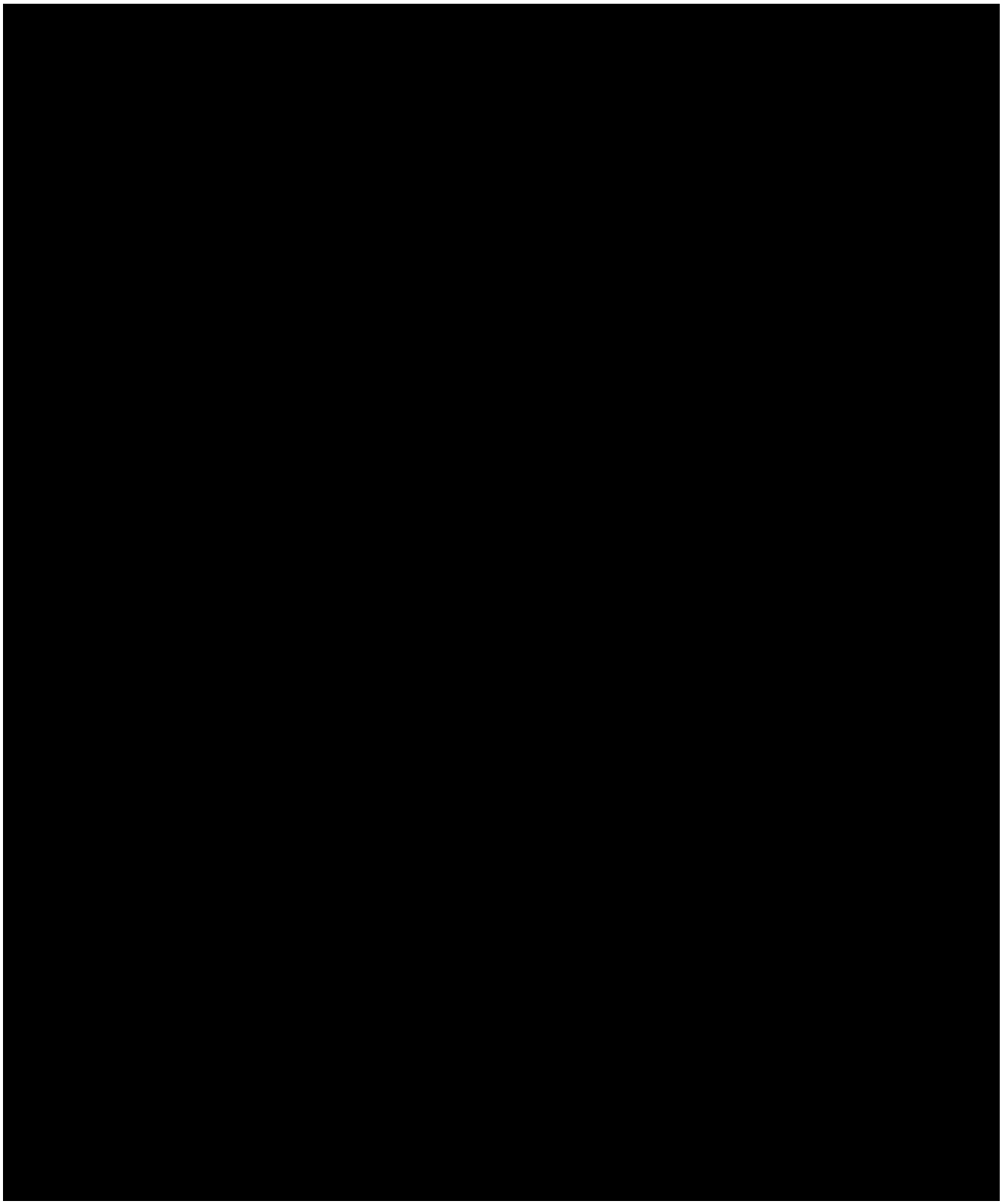
4. Any one officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

Exhibit H
Allocation Schedule

See attached.







Sensitive Commercial Information