

SHARE PURCHASE AGREEMENT

between

1319275 B.C. LTD.

and

CRITICAL INFRASTRUCTURE TECHNOLOGIES PTY LTD.

and

**ALL OF THE SECURITYHOLDERS OF
CRITICAL INFRASTRUCTURE TECHNOLOGIES PTY LTD.**

dated as of

December 14, 2021

TABLE OF CONTENTS

Article 1 Definitions and Interpretation.....	5
1.1 Definitions.....	5
1.2 Interpretation.....	11
Article 2 Purchase and Sale.....	12
2.1 Purchase and Sale.....	12
2.2 Purchase Price.....	12
2.3 Closing Conditions.....	12
2.4 Termination.....	15
2.5 Closing.....	15
2.6 Escrow and Legending of Compensation Shares.....	15
Article 3 Representations and Warranties of the Vendors.....	16
3.1 Status and Authority of the Vendors.....	16
3.2 Organization, Authority and Qualification of the Target.....	17
3.3 Capitalization.....	17
3.4 Subsidiaries and Subsidiary Capitalization.....	17
3.5 No Conflicts; Consents.....	18
3.6 Financial Statements.....	18
3.7 Undisclosed Liabilities.....	18
3.8 Absence of Certain Changes, Events and Conditions.....	18
3.9 Material Contracts.....	20
3.10 Title to Assets; Real Property.....	21
3.11 Condition and Sufficiency of Assets.....	22
3.12 Intellectual Property.....	22
3.13 Inventory.....	23

3.14	Accounts Receivable.	24
3.15	Customers and Suppliers.....	24
3.16	Insurance.	24
3.17	Legal Proceedings; Governmental Orders.....	24
3.18	Compliance With Laws; Permits.	25
3.19	Environmental Matters.	25
3.20	Employee Benefit Matters.....	25
3.21	Employment Matters.....	25
3.22	Taxes.	26
3.23	Books and Records.....	27
3.24	Sufficiency of Funds.....	28
3.25	Brokers.....	28
3.26	Full Disclosure.	28
3.27	Australian Securities Law Matters.....	28
Article 4	Representations and warranties of the Target.....	28
4.1	Status.....	28
4.2	Representations and Warranties relating to the Target.....	29
4.3	Full Disclosure.	29
Article 5	Representations and Warranties of the Purchaser.....	29
5.1	Organization and Authority of the Purchaser.	29
5.2	No Conflicts; Consents.	29
5.3	Brokers.....	29
5.4	Legal Proceedings.	29
Article 6	Covenants	30
6.1	Closing Conditions.	30

6.2	Shareholder and Regulatory Approvals	30
6.3	Obligations of the Target.....	30
6.4	Obligations of the Purchaser.....	30
6.5	Management and Board of the Purchaser.....	31
6.6	Management Performance Warrants.....	31
6.7	Due Diligence.....	32
6.8	Standstill.....	32
6.9	Confidentiality.....	32
6.10	Books and Records.....	33
6.11	Public Announcements.....	34
6.12	Further Assurances.....	34
Article 7	Tax Matters	34
7.1	Tax Covenants.....	34
7.2	Cooperation and Exchange of Information.....	35
Article 8	Indemnification	35
8.1	Survival.....	35
8.2	Indemnification by the Target and the Vendors.....	35
8.3	Indemnification by the Purchaser.....	36
8.4	Certain Limitations.....	36
8.5	Indemnification Procedures.....	37
8.6	Payments.....	38
8.7	Tax Treatment of Indemnification Payments.....	39
8.8	Effect of Investigation.....	39
8.9	Exclusive Remedies.....	39
Article 9	Miscellaneous.....	39

9.1	Appointment of Vendors' Closing Representative.....	39
9.2	Expenses.....	40
9.3	Notices.....	40
9.4	Severability.....	41
9.5	Entire Agreement.....	41
9.6	Successors and Assigns.....	41
9.7	No Third-Party Beneficiaries.....	41
9.8	Amendment and Modification; Waiver.....	41
9.9	Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.....	42
9.10	No Contra Preferendum.....	42
9.11	Legal Advice.....	42
9.12	Specific Performance.....	42
9.13	Counterparts.....	43

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT, dated as of the 14th day of December, 2021, is entered into
BETWEEN

1319275 B.C. LTD., a company existing pursuant to the laws of the Province of British Columbia, Canada

(the "**Purchaser**")

AND

CRITICAL INFRASTRUCTURE TECHNOLOGIES PTY LTD., a company existing pursuant to the laws of Australia

(the "**Target**")

AND

ALL OF THE SECURITYHOLDERS OF THE TARGET, as listed in Schedule A hereto or who have executed a Target Accession Agreement (as defined herein) in the form attached as Schedule C hereto

(the "**Vendors**").

WHEREAS:

- A. as at the Closing Time (as defined herein), the Vendors shall be the registered and beneficial owner of all of the issued and outstanding Target Shares (as defined herein), including as a result of the conversion of the Convertible Debt and the Target Financing; and
- B. the Vendors wish to sell and the Purchaser wishes to purchase the Vendors' Shares (as defined herein), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The terms below have the meanings specified or referred to in this Article 1.

- (a) "**Accounts Receivable**" means all amounts, accounts or notes receivable held by the Target together with any security, claim or other rights related to such receivables;
- (b) "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

- (c) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- (d) "**Applicable Securities Laws**" means all applicable securities laws in all jurisdictions relevant to the issuance of Purchaser Shares pursuant to the terms of this Agreement or applicable to the Purchaser, the Target or the Vendors.
- (e) "**Australia Corporations Act**" means the *Corporations Act 2001 (Cth)* of Australia.
- (f) "**Balance Sheet**" has the meaning set forth in Section 3.6.
- (g) "**Balance Sheet Date**" has the meaning set forth in Section 3.6.
- (h) "**Benefit Plan**" has the meaning set forth in Section 3.20.
- (i) "**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia, and Perth, Western Australia, are authorized or required by Law to be closed for business.
- (j) "**Closing**" has the meaning set forth in Section 2.5.
- (k) "**Closing Date**" has the meaning set forth in Section 2.5.
- (l) "**Closing Time**" has the meaning set forth in Section 2.5.
- (m) "**Compensation Shares**" means Purchaser Shares issued in payment of the Purchase Price.
- (n) "**Contracts**" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- (o) "**Contractual Escrow**" has the meaning set forth in Section 2.6(b).
- (p) "**control**" and derivations thereof 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.
- (q) "**Convertible Debt**" means the convertible loan notes in the capital of the Target, which shall be converted into Target Shares prior to the Closing Time, as set out in Schedule A hereto.
- (r) "**Convertible Debt Holders**" means those Vendors who will receive Target Shares in connection with the conversion of the Convertible Debt, as set out in Schedule A hereto.
- (s) "**COVID-19**" means the 2019 novel coronavirus disease and any evolutions, mutations or strains thereof or related or associated epidemics, pandemic or disease outbreaks.
- (t) "**CSE**" means the Canadian Securities Exchange or such other primary stock exchange as the Purchaser Shares may be listed or proposed to be listed on, as applicable, as may be identified in the sole discretion of the Purchaser.
- (u) "**Disclosure Schedule**" means the joint disclosure schedule of the Vendors or the disclosure schedule of the Purchaser, in either case delivered by the Vendors' Closing Representative or the Purchaser, respectively, concurrently with the execution and delivery of this Agreement.

- (v) **"Encumbrance"** means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, other than transfer restrictions under applicable federal and state securities Laws.
- (w) **"Environmental Claim"** means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (i) the presence, Release of, or exposure to, any Hazardous Materials; or (ii) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.
- (x) **"Environmental Law"** means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.
- (y) **"Environmental Permit"** means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.
- (z) **"Financial Statements"** has the meaning set forth in Section 3.6.
- (aa) **"Governmental Authority"** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.
- (bb) **"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.
- (cc) **"Hazardous Materials"** means: (i) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (ii) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.
- (dd) **"IFRS"** means the International Financial Reporting Standards as adopted by the Australian Accounting Standards Board.
- (ee) **"Indebtedness"** means, with respect to the Target, any indebtedness of the Target of any type whatsoever, excluding any Permitted Indebtedness.
- (ff) **"Indemnified Party"** has the meaning set forth in Section 8.5.
- (gg) **"Indemnifying Party"** has the meaning set forth in Section 8.5.

- (hh) "Indemnifying Shareholders" means together, 23 XI Investments Pty Ltd and RE Hughes & Associates Pty Ltd.
- (ii) "**Indemnified Taxes**" means (i) any Tax of the Target with respect to any Pre-Closing Tax Period, (ii) any Tax of any Vendor for any Tax period, (iii) any payroll or withholding Taxes of Target deferred from a Pre-Closing Tax Period pursuant to any COVID-19 related Law, (iv) any Tax for which the Target is held liable by reason of Target being included in any consolidated, affiliated, combined or unitary group in any Pre-Closing Tax Period, (v) any Tax of another Person for which the Target is held liable as a result of being a successor or transferee of such Person on or prior to the Closing Date or as a result of any express or implied obligation existing on or prior to the Closing Date to indemnify any such Person, by contract or otherwise, (vi) any transfer Taxes which the Vendors are responsible for under this Agreement, and (vii) any Tax incurred as a result of the transactions contemplated by this Agreement, including any payroll or employment Taxes payable by the Target as a result of any compensatory payment made in connection with the transactions contemplated by this Agreement. In the case of any Straddle Period, (A) real, personal and intangible property Taxes of Target for the Pre-Closing Tax Period shall be equal to the amount of such property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the Straddle Period; and (B) the Taxes of Target (other than those Taxes described in clause (A) above) for the portion of the Straddle Period that constitutes a Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date.
- (jj) "**Independent Accountant**" means the office of an impartial nationally recognized firm of independent certified public accountants appointed by the Purchaser and the Vendors by mutual agreement other than the Vendors' accountants, the Target's accountants or the Purchaser's accountants.
- (kk) "**Intellectual Property**" means any and all intellectual property and all related rights, interests, and protections, however arising, pursuant to the Laws of Canada and the Australia and any provincial, territorial or state jurisdiction therein, all registrations, applications for registration, and renewals of such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, trade names, and similar indicia of source or origin; websites and domain names; social media account names and pages, and all related content and data; copyrights and works of authorship, whether or not copyrightable; trade secrets, inventions, technology, and other confidential and proprietary information, whether or not patentable; and patents (including all reissues, divisionals, continuations, continuations-in-part, and extensions thereof).
- (ll) "**Knowledge of the Vendors**", "**Vendors' Knowledge**" or any other similar knowledge qualification, means the actual knowledge of the Vendors, or any one of them, and includes the knowledge that any Vendor would have gained after reasonable inquiry.
- (mm) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.
- (nn) "**Losses**" means actual out of pocket losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that "**Losses**" shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.
- (oo) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (i) the business, results of operations, condition (financial or otherwise) or assets of the Target on a consolidated basis, or (ii) the ability of the Vendors to consummate the transactions contemplated

hereby on a timely basis, including, for avoidance of doubt, any matter resulting from or in relation to any material escalation in the severity of the COVID-19 pandemic; *provided, however*, that "**Material Adverse Effect**" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (A) general economic or political conditions; (B) conditions generally affecting the industries in which the Target operates; (C) any changes in financial or securities markets in general; (D) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (E) any action required or permitted by this Agreement, except pursuant to Section 3.5; (F) any changes in applicable Laws or accounting rules, including IFRS; or (G) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (A) through (D) immediately above shall be taken into account in determining whether a "**Material Adverse Effect**" has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Target, on a consolidated basis, compared to other participants in the industries in which the Target conducts its businesses.

- (pp) "**Material Contracts**" has the meaning set forth in Section 3.9(a).
- (qq) "**Material Customers**" has the meaning set forth in Section 3.15(a).
- (rr) "**Material Suppliers**" has the meaning set forth in Section 3.15(b).
- (ss) "**Performance Share**" has the meaning set forth in Section 6.5.
- (tt) "**Performance Warrant**" means a performance warrant of the Purchaser each exercisable for a period of 36 months from the date of issuance thereto to acquire one Purchaser Share at an exercise price of \$0.30.
- (uu) "**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.
- (vv) "**Permitted Encumbrances**" has the meaning set forth in Section 3.10(a).
- (ww) "**Permitted Indebtedness**" means the indebtedness of the Target existing at the time of Closing as set out in Section 1.1(ww) in the Disclosure Schedule.
- (xx) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.
- (yy) "**Post-Closing Tax Period**" means any taxable period ending after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period commencing following the Closing Date.
- (zz) "**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.
- (aaa) "**Prospectus**" has the meaning set forth in Section 2.3(a)(iv);
- (bbb) "**Purchase Price**" means the aggregate deemed value of the Compensation Shares as set out in Section 2.2.
- (ccc) "**Purchaser**" has the meaning set forth in the preamble.

- (ddd) "**Purchaser Shares**" means the common shares without par value in the capital of the Purchaser.
- (eee) "**Purchaser's Indemnitees**" has the meaning set forth in Section 8.2.
- (fff) "**Real Property**" means the real property owned, leased or subleased by the Target, together with all buildings, structures and facilities located thereon.
- (ggg) "**Release**" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).
- (hhh) "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.
- (iii) "**subsidiary**" has the meaning ascribed to such term in the *Business Corporations Act* (British Columbia).
- (jjj) "**Straddle Period**" means any taxable period that includes (but does not end on) the Closing Date.
- (kkk) "**Target Accession Agreement**" means the accession agreement to this Agreement in the form attached hereto as Schedule C.
- (lll) "**Target Financing**" means the offering of Target Shares at a price of \$77.64 per share for aggregate gross proceeds of between \$500,000 and \$1,000,000 to be completed by the Target by no later than the Target Financing Outside Date.
- (mmm) "**Target Financing Outside Date**" means January 31, 2022.
- (nnn) "**Target Financing Vendors**" means persons who acquire Target Shares pursuant to the Target Financing, each of whom must execute Target Accession Agreements in respect of such Target Shares, regardless of whether such persons held any securities of the Target prior to the closing of the Target Financing.
- (ooo) "**Target Intellectual Property**" means all Intellectual Property that is owned by the Target.
- (ppp) "**Target IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to Intellectual Property to which the Target is a party, beneficiary or otherwise bound.
- (qqq) "**Target IP Registrations**" means all Target Intellectual Property that is subject to any issuance, registration or application by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued patents, registered trademarks, registered domain names and registered copyrights, and pending applications for any of the foregoing.
- (rrr) "**Target Shares**" means the ordinary shares in the capital of the Target.
- (sss) "**Target Systems**" has the meaning set forth in Section 3.12(h).
- (ttt) "**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits,

customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

- (uuu) "**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.
- (vvv) "**Third Party Claim**" has the meaning set forth in Section 8.5(a).
- (www) "**Union**" has the meaning set forth in Section 3.21(b).
- (xxx) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.
- (yyy) "**Vendors**" has the meaning set forth in the preamble to this Agreement and, for greater certainty, includes the Convertible Note Holders and the Target Financing Vendors.
- (zzz) "**Vendors' Closing Representative**" has the meaning set forth in Section 9.1.
- (aaaa) "**Vendors' Indemnitees**" has the meaning set forth in Section 8.3.
- (bbbb) "**Vendors' Shares**" means the Target Shares held by the Vendors immediately prior to the Closing Time.

1.2 Interpretation.

For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) this "**Agreement**" means this share purchase agreement, and includes the Disclosure Schedules and any schedules hereto, and not any particular part, section or other portion hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;
- (b) all references in this Agreement to a designated "article", "section", "subsection", "clause" or other subdivision or to a schedule are references to the designated part, section, subsection, clause or other subdivision of, or schedule to, this Agreement;
- (c) the words "hereof", "herein", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular part, section, subsection or other subdivision or schedule unless the context or subject matter otherwise requires;
- (d) the division of this Agreement into parts, sections and other portions and the insertion of headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) unless otherwise provided herein, all references to currency in this Agreement are to lawful money of Canada;
- (f) a reference in this Agreement to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof;

- (g) a reference in this Agreement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations;
- (h) the singular of any term includes the plural, and vice versa, and the use of any term is generally applicable to any gender and, where applicable, a body corporate, firm or other entity, and the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- (i) in the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day; and
- (j) all references to "approval", "authorization" or "consent" in this Agreement mean written approval, authorization or consent.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale.

Subject to the terms and conditions set forth herein, at the Closing, the Vendors shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors, the Vendors' Shares, free and clear of all Encumbrances, for the consideration specified in Section 2.2.

2.2 Purchase Price.

The aggregate Purchase Price for the Vendors' Shares shall be the Purchase Price payable as follows:

- (a) to the Vendors, other than Target Financing Vendors in respect of Target Shares acquired by them under the Target Financing, *pro rata* in accordance with the number of Vendors' Shares held by each Vendor immediately prior to Closing, including Target Shares issued on conversion of Convertible Debt but excluding other than Target Shares acquired by under the Target Financing, by the issuance of 35,000,000 Compensation Shares at a deemed price per Compensation Share of \$0.30 all in accordance with Schedule "A" hereto; and
- (b) to each Target Financing Vendor in respect of Target Shares acquired by them under the Target Financing, such number of Compensation Shares as is equal to the aggregate purchase price of Vendor Shares acquired by each Target Financing Vendor in the Target Financing converted into Canadian funds using the Bank of Canada monthly exchange rate for the month of November, 2021, if applicable, divided by \$0.24 (and for avoidance of doubt, in no case will the aggregate number of Compensation Shares issuable to all Target Financing Vendors in respect of Target Shares acquired by them under the Target Financing exceed 4,166,667 Compensation Shares),

on the terms and conditions set out herein.

2.3 Closing Conditions.

- (a) The following are conditions precedent to the obligations of the Purchaser herein:
 - (i) the issuances of the Compensation Shares shall be exempt from the prospectus and registration requirements under Applicable Securities Laws;
 - (ii) the Target shall have completed the Target Financing by the Target Financing Outside

Date;

- (iii) each Target Financing Vendor, regardless of whether such person held any Target securities prior to the Target Financing, shall have executed a Target Accession Agreement;
 - (iv) immediately prior to Closing, the Vendors (including the Target Financing Vendors) will own 100% of the issued and outstanding Target Shares;
 - (v) the Target shall have requested a tax clearance certificate from all applicable state authorities indicating that the Target has paid all Taxes collectable or payable under applicable tax legislation, and shall have provided the Purchaser with evidence of same;
 - (vi) the Purchaser shall have received a receipt in respect of a final long form prospectus filed in at least one jurisdiction in Canada following which, the Purchaser shall be a reporting issuer in at least one jurisdiction in Canada (a "**Prospectus**");
 - (vii) there will have been no change in the nature, conduct, assets, position (financial or trading), profits or prospects of the business of the Target or Purchaser that would result in a Material Adverse Effect and no contract license or financial agreement that is material to either business will have been terminated or had its terms materially and adversely amended;
 - (viii) no person, including any governmental or regulatory body such as any capital markets regulators, will have:
 - (A) commenced, or threatened to commence, any proceedings or investigation which challenges or seeks to interfere with the transactions outlined in this Agreement;
 - (B) taken or threatened to take any action which would be materially inconsistent with any of the representations and warranties given by the Target in this Agreement; or
 - (C) enacted or proposed any legislation or regulation which would prohibit, materially restrict or materially delay the implementation of the transactions outlined in this Agreement; and
 - (ix) the Vendors and the Target shall have performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time.
- (b) The following are conditions precedent to the obligations of the Vendors to sell the Vendors' Shares to the Purchaser hereunder:
- (i) the Purchaser shall have performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;
 - (ii) the Purchaser shall have completed the financing contemplated in Section (ii);
 - (iii) there will have been no change in the nature, conduct, assets, position (financial or trading), profits or prospects of the business of the Target or Purchaser that would result in a Material Adverse Effect and no contract, license or financial agreement that is material to either business will have been terminated or had its terms materially and adversely amended; and

- (iv) no person, including any governmental or regulatory body, such as any capital markets regulators, will have:
 - (A) commenced, or threatened to commence, any proceedings or investigation which challenges or seeks to interfere with the transactions outlined in this Agreement;
 - (B) taken or threatened to take any action which would be materially inconsistent with any of the representations and warranties given by the Purchaser in this Agreement; or
 - (C) enacted or proposed any legislation or regulation which would prohibit, materially restrict or materially delay the implementation of the transactions outlined in this Agreement.

- (c) At Closing, the Vendors and the Target shall deliver or cause to be delivered to the Purchaser a certificate, duly executed by the Target and each Vendor certifying the following:
 - (i) the Vendors' Shares represent 100% of the issued and outstanding Target Shares;
 - (ii) the Convertible Debt has been converted into Target Shares in accordance with Schedule A;
 - (iii) other than the Vendors' Shares, there are no Target Shares, securities of the Target convertible into Target Shares or any other securities of the Target issued and outstanding;
 - (iv) immediately following Closing, the Target has no Indebtedness whatsoever, other than as disclosed in the Financial Statements;
 - (v) the Vendors and the Target are not aware, after due inquiry, of any amounts owing, collectable or payable by the Target in respect of Taxes pursuant to applicable tax legislation up to and including the Closing Date which remains outstanding as at the Closing Date;
 - (vi) the representations and warranties of the Vendors and the Target in this Agreement (other than Section 3.3(a) hereof in connection with the number of Target Shares issued and outstanding, which will be updated in the certificate of the Target to set out the number of Target Shares issued and outstanding immediately prior to the Closing Time) are true and correct in all material respects as if made at and as of the Closing Time;
 - (vii) there has been no change in the nature, conduct, assets, position (financial or trading), profits or prospects of the business of the Target that would result in a Material Adverse Effect and no contract, license or financial agreement that is material to the Target has been terminated or had its terms materially and adversely amended;
 - (viii) no person, including any governmental or regulatory body, such as any capital markets regulator, has: (i) commenced or threatened to commence, any proceedings or investigation which challenges or seeks to interfere with the transactions contemplated in this Agreement; (ii) taken or threatened to take any action which would be materially inconsistent with any of the representations and warranties given by the Target in this Agreement; or (iii) enacted or proposed any legislation or regulation which would prohibit, materially restrict or materially delay the implementation of the transactions contemplated in this Agreement; and
 - (ix) the Vendors and the Target have performed all covenants and agreements and satisfied all conditions on their part to be performed or satisfied in all material respects at or prior to

the Closing Time.

- (d) At Closing, the Purchaser shall deliver or cause to be delivered to the Vendors, the Purchase Price, subject to applicable Laws and Applicable Securities Laws, by the issuance of the Compensation Shares.

2.4 Termination.

- (a) This Agreement may be terminated by the Target or the Purchaser upon written notice to the other party:
- (i) in the event that the other party has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days of receipt of written notice from the party not in breach or default; or
 - (ii) if the Closing does not occur on or before December 31, 2022, provided the terminating party is not the cause of the delay.
- (b) This Agreement may be terminated by the Purchaser in accordance with Section 6.7 of this Agreement.

2.5 Closing.

Subject to the terms and conditions of this Agreement, the closing of the purchase and sale of the Vendors' Shares contemplated hereby (the "**Closing**") shall take place on such date as may be determined by the Purchaser and the Vendors upon the satisfaction of all closing conditions set out in Section 2.3 hereof (the "**Closing Date**") at 4:30 (Vancouver Time) on the Closing Date (the "**Closing Time**") at the offices of MLT Aikins LLP, at 2600-1066 West Hastings Street, Vancouver, British Columbia V6E 3X1, counsel to the Purchaser, or electronically at such other time or on such other date or at such other place as the Vendors' Closing Representative and the Purchaser may mutually agree upon in writing.

2.6 Escrow and Legending of Compensation Shares.

- (a) The Vendors agree and acknowledge that the Compensation Shares shall only be issuable pursuant to available exemptions under Applicable Securities Laws on a prospectus exempt basis, including, without limitation, exemptions available under National Instrument 45-106 – *Prospectus Exemptions* and National Instrument 45-102 – *Resale of Securities*, and applicable state securities laws. Accordingly, the Compensation Shares will be subject to an indefinite hold period and will bear the following legend:

"Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [insert date of issuance], and (ii) the date the issuer became a reporting issuer in any province or territory."

- (b) The Vendors further agree and acknowledge that the Compensation Shares shall be subject to contractual escrow in accordance with the following release schedules (the "**Contractual Escrow**") and may bear legends evidencing such Contractual Escrow.

All Compensation Shares to be issued to Convertible Note Holders:

Release Date	Compensation Shares Released to Vendor from Contractual Escrow
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6 month anniversary of the Closing Date	25%
10 month anniversary of the Closing Date	25%
14 month anniversary of the Closing Date	25%
18 month anniversary of the Closing Date	25%
Total:	100%

All Compensation Shares to be issued to Target Financing Vendors in respect of Target Shares acquired by them under the Target Financing:

Release Date	Compensation Shares Released to Vendor from Contractual Escrow
Closing Date	100%

All other Compensation Shares:

Release Date	Compensation Shares Released to Vendor from Contractual Escrow
12 month anniversary of the Closing Date	20%
18 month anniversary of the Closing Date	20%
24 month anniversary of the Closing Date	20%
30 month anniversary of the Closing Date	20%
36 month anniversary of the Closing Date	20%
Total:	100%

- (c) The Vendors further agree and acknowledge that, in addition to the Contractual Escrow, in connection with the anticipated filing of a Prospectus and listing of the Purchaser Shares on the CSE, the Compensation Shares will also be subject to escrow and other resale restrictions under Applicable Securities Laws and the policies and rules of the CSE.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Except as set forth in the correspondingly numbered Section(s) of the Disclosure Schedule of the Vendors, each Vendor represents and warrants to the Purchaser, on a joint but not several basis, that the statements contained in this Article 3 are true and correct as of the date hereof. References in this Article 3 to the "Target" include the Subsidiary, unless otherwise required by the context.

3.1 Status and Authority of the Vendors.

Each Vendor resides at the address noted in respect of such Vendor in Schedule A hereto or noted in such Vendor's Target Accession Agreement, as applicable. Each Vendor has the requisite legal power, capacity and ability, as applicable, to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. No other action (corporate or otherwise) on the part of any Vendor is necessary to authorize the execution and delivery by such Vendor of this Agreement or the consummation of the transactions contemplated hereby. This Agreement or the Target Accession Agreement, as applicable, has been duly executed and delivered by each Vendor, and each of this Agreement and, if applicable, the Target Accession Agreement constitutes a legal, valid and binding obligation of each Vendor enforceable against each Vendor in accordance with its terms.

3.2 Organization, Authority and Qualification of the Target.

The Target is a corporation duly organized, validly existing and in good standing under the Laws of Australia and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. Section 3.2 of the Disclosure Schedule of the Vendors sets forth each jurisdiction in which the Target is licensed or qualified to do business, and the Target is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. All corporate actions taken by the Target in connection with this Agreement will be duly authorized on or prior to the Closing.

3.3 Capitalization.

- (a) The authorized capital stock of the Target consists of an unlimited number of shares of ordinary shares of which 100,000 Target Shares are issued and outstanding, which cumulatively constitute and represent all of the issued and outstanding Target Shares, as of the date hereof. The Target also has issued the Convertible Debt, which, together with the issued and outstanding Target Shares as of the date hereof, constitute the aggregate outstanding securities and convertible securities of the Target as of the date hereof. All of the issued and outstanding Target Shares have been or will be, prior to the Closing Time, duly authorized, are or will be, prior to the Closing Time, validly issued as fully paid and non-assessable, and the Vendors have or will have, as at the Closing Time, good and marketable title in and to the Vendors' Shares free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all of the issued and outstanding Target Shares as of the Closing Date, free and clear of all Encumbrances, and there shall be no other securities of the Target issued and outstanding, whatsoever.
- (b) All of the Target Shares were and will be issued in compliance with applicable Laws. None of the Target Shares were or will be issued in violation of any agreement, arrangement or commitment to which any Vendor or the Target is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.
- (c) Other than the Convertible Debt, which shall be converted into Target Shares prior to Closing Time, and the Target Financing, which will be completed prior to the Target Financing Outside Date, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of the Target or obligating the Vendors or the Target to issue or sell any shares of capital stock of, or any other interest in, the Target. The Target does not have outstanding or authorized any share appreciation, phantom share, profit participation or similar rights. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Target Shares.

3.4 Subsidiaries and Subsidiary Capitalization.

The Target does not own or have any interest in any shares or have an ownership or equity interest in any subsidiary or other Person.

3.5 No Conflicts; Consents.

The execution, delivery and performance by each Vendor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of the Target; (b) conflict with or result in a violation or breach of any provision of any material Law or Governmental Order applicable to the Vendors or the Target which would result in a Material Adverse Effect; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Material Contract to which the Vendors or the Target is a party or by which the Vendors or the Target is bound or to which any of their respective properties and assets are subject or any Permit affecting the properties, assets or business of the Target, which would result in a Material Adverse Effect; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of the Target. No prior consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendors or the Target in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Each Vendor represents and warrants to Purchaser that it is not a resident of the United States and that it shall not be a resident of the United States at the Closing Time.

3.6 Financial Statements.

Complete copies of the Target's consolidated financial statements consisting of the balance sheet of the Target as of June 30, 2021, and the related statements of income and retained earnings, and cash flow for the fiscal year ending June 30, 2021 (collectively, the "**Financial Statements**"), have been delivered to the Purchaser. The Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the period involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The Financial Statements are based on the books and records of the Target, and fairly present in all material respects the financial condition of the Target as of the date they were prepared and the results of the operations of the Target for the periods indicated in accordance with IFRS. The consolidated balance sheet of the Target as of June 30, 2021, is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**". The Target maintains a standard system of accounting established and administered in accordance with IFRS. In connection with Closing, the Target covenants and agrees to deliver updated annual and/or interim Financial Statements, which have been audited or reviewed, as required, by an independent and duly recognized auditing firm, in each case as may be required pursuant to Applicable Securities Laws and/or the policies of any duly recognized stock exchange on which the securities of the Purchaser may be or proposed to be listed.

3.7 Undisclosed Liabilities.

The Target has no liabilities, obligations or commitments of a type required to be reflected on a balance sheet prepared in accordance with IFRS, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date and (b) those which have been incurred in the ordinary course of business since the Balance Sheet Date and which are not material in amount. The Target has no Indebtedness and shall not have any Indebtedness as of the Closing Time.

3.8 Absence of Certain Changes, Events and Conditions.

Since the Balance Sheet Date, except for changes, events or conditions that are in the ordinary course of business consistent with past practice or transactions that are specifically contemplated by this Agreement, there has not been, with respect to the Target, any:

- (a) event, occurrence or development that has had, or will reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) amendment of the charter, by-laws or other organizational documents of the Target;
- (c) split, combination or reclassification of any shares of the Target's capital stock;
- (d) issuance, sale or other disposition of any of its capital stock, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;
- (e) declaration or payment of any dividends or distributions on or in respect of any of its capital stock or redemption, purchase or acquisition of its capital stock;
- (f) material change in any method of accounting or accounting practice of the Target, except as required by IFRS or as disclosed in the notes to the Financial Statements;
- (g) material change in the Target's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
- (h) entry into any Contract that would constitute a Material Contract;
- (i) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and liabilities incurred in the ordinary course of business consistent with past practice;
- (j) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;
- (k) transfer or assignment of or grant of any license or sublicense under or with respect to any Target Intellectual Property or Target IP Agreements;
- (l) abandonment or lapse of or failure to maintain in full force and effect any Target IP Registration;
- (m) material damage, destruction or loss (whether or not covered by insurance) to its property;
- (n) any capital investment in, or any loan to, any other Person;
- (o) acceleration, termination, material modification to or cancellation of any material Contract (including, but not limited to, any Material Contract) to which the Target is a party or by which it is bound;
- (p) any material capital expenditures;
- (q) imposition of any Encumbrance upon any of the Target properties, capital stock or assets, tangible or intangible;
- (r) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed \$10,000,

- or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;
- (s) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;
 - (t) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its securityholders or current or former directors, officers and employees;
 - (u) entry into a new line of business or abandonment or discontinuance of existing lines of business;
 - (v) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
 - (w) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of \$5,000, individually (in the case of a lease, per annum) or \$10,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;
 - (x) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or share of, or by any other manner, any business or any Person or any division thereof;
 - (y) action by the Target to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability, reducing the Target's net operating loss carryforwards or reducing any Tax asset of the Purchaser in respect of any Post-Closing Tax Period; or
 - (z) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.9 Material Contracts.

- (a) Section 3.9(a) of the Disclosure Schedule of the Vendors lists each Contract of the Target described in items (i) through (xiii) below (such Contracts, together with all Target IP Agreements set forth in Section 3.12(b) of the Disclosure Schedule of the Vendors, are collectively referred to as the "**Material Contracts**"):
 - (i) each Contract involving aggregate consideration in excess of \$10,000 and which, cannot be cancelled by the Target without penalty or without more than 90 days' notice;
 - (ii) all Contracts that require the Target to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;
 - (iii) all Contracts that provide for the assumption by the Target of any Tax, environmental or other liability of any Person;
 - (iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of share or assets of any other Person or any real property (whether by merger, sale of share, sale of assets or otherwise);

- (v) all distributor, dealer, manufacturer's representative, agency, sales promotion, market research, marketing consulting and advertising Contracts to which the Target is a party;
 - (vi) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which the Target is a party and which are not cancellable without material penalty or without more than 90 days' notice;
 - (vii) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees) of the Target;
 - (viii) all Contracts with any Governmental Authority to which the Target is a party;
 - (ix) all Contracts that limit or purport to limit the ability of the Target to compete in any line of business or with any Person or in any geographic area or during any period of time;
 - (x) any Contracts that provide for any joint venture, partnership or similar arrangement by or with the Target;
 - (xi) all Contracts between the Target and the Vendors or of either one of them, or between the Target and any Affiliate of the Vendors or of either one of them;
 - (xii) all collective bargaining agreements or Contracts with any Union to which the Target is a party; and
 - (xiii) any other Contract that is material to the Target and not previously disclosed pursuant to this Section 3.9.
- (b) Each Material Contract is valid and binding on the Target in accordance with its terms and is in full force and effect. None of the Target or, to the Vendors' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. To the Vendors' Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Purchaser.

3.10 Title to Assets; Real Property.

- (a) The Target has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all of its Real Property and personal property and other assets, and all such Real Property and personal property and other assets are reflected in the Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):
- (i) liens for Taxes not yet due and payable;
 - (ii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the Target;

- (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the business of the Target; or
 - (iv) other than with respect to owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of the Target.
- (b) Section 3.10(b) of the Disclosure Schedule of the Vendors lists (i) the street address of each parcel of Real Property; (ii) if such property is leased or subleased by the Target, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. With respect to owned Real Property, Vendors has delivered or made available to Purchaser true, complete and correct copies of the deeds and other instruments (as recorded) by which the Target acquired such Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Vendors or the Target and relating to the Real Property. With respect to leased Real Property, Vendors has delivered or made available to Purchaser true, complete and correct copies of any leases affecting the Real Property. The Target is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property. The use and operation of the Real Property in the conduct of the Target's business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Target. There are no Actions pending nor, to the Vendors' Knowledge, threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

3.11 Condition and Sufficiency of Assets.

To the Vendors' Knowledge, the tangible personal property of the Target are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The tangible personal property currently owned or leased by the Target, together with all other properties and assets of the Target, are sufficient for the continued conduct of the Target's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of the Target as currently conducted. Section 3.11 of the Disclosure Schedule of the Vendors contains a correct, current, and complete list of all tangible property of the Target.

3.12 Intellectual Property.

- (a) Section 3.12(a) of the Disclosure Schedule of the Vendors contains a correct, current, and complete list of all (i) Target IP Registrations, specifying as to each, as applicable: the title, mark, or design; the record owner and inventor(s), if any; the jurisdiction by or in which it has been issued, registered, or filed; the patent, registration, or application serial number; the issue, registration, or filing date; and the current status; (ii) all proprietary software of the Target; and (iii) all other Target Intellectual Property material to/used in the business as currently conducted. All required filings and fees related to the Target IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Target IP Registrations are otherwise in good standing.
- (b) Except for available off-the-shelf licenses, Section 3.12(b) of the Disclosure Schedule of the Vendors contains a correct, current, and complete list of all Target IP Agreements, specifying for each the date, title, and parties thereto. The Vendors have provided the Purchaser with true and complete copies (or in the case of any oral agreements, a complete and correct written description)

of all such Target IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Target IP Agreement is valid and binding on the Target in accordance with its terms and is in full force and effect. To the Vendors' Knowledge, neither the Target nor any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any Target IP Agreement.

- (c) To the Vendors' Knowledge, the Target is the sole and exclusive legal and beneficial, and with respect to the Target IP Registrations, record, owner of all right, title, and interest in and to the Target Intellectual Property, and has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the Target's business as currently conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances.
- (d) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Target's right to own or use any Target Intellectual Property or any Intellectual Property subject to any Target IP Agreement.
- (e) To the Vendors' Knowledge, all of the Target Intellectual Property is valid and enforceable, and all Target IP Registrations are subsisting and in full force and effect. The Target has taken all reasonable and necessary steps to maintain and enforce the Target Intellectual Property and to preserve the confidentiality of all trade secrets included in the Target Intellectual Property.
- (f) To the Vendors' Knowledge, the conduct of the Target's business as currently and formerly conducted, and the products, processes and services of the Target, have not infringed, misappropriated or otherwise violated the Intellectual Property or other rights of any Person. To the Vendors' Knowledge, no Person has infringed, misappropriated or otherwise violated any Target Intellectual Property or licensed Intellectual Property.
- (g) To the Vendors' Knowledge, there are no Actions (including any opposition, cancellation, revocation, review, or other proceeding) settled, pending or threatened in writing (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation by the Target of the Intellectual Property of any Person; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any Target Intellectual Property; or (iii) by the Target or any other Person alleging any infringement, misappropriation, or violation by any Person of the Target Intellectual Property. The Vendors are not aware of any facts or circumstances that could reasonably be expected to give rise to any such Action. The Target is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any Target Intellectual Property.
- (h) The computer hardware, servers, networks, platforms, peripherals, data communication lines, and other information technology equipment and related systems, including any outsourced systems and processes, that are owned or used by the Target ("**Target Systems**") are reasonably sufficient for the immediate needs of the Target's business. In the past 24 months, to the Vendors' Knowledge, there has been no unauthorized access, use, intrusion, or breach of security, or material failure, breakdown, performance reduction, or other adverse event affecting any Target Systems, that has caused or could reasonably be expected to cause any: (i) material disruption of or interruption in or to the use of such Target Systems or the conduct of the Target's business; (ii) material loss, destruction, damage, or harm of or to the Target or its operations, personnel, property, or other assets; or (iii) material liability of any kind to the Target. The Target has taken all reasonable actions, consistent with applicable industry standards, to protect the integrity and security of the Target Systems and the data and other information stored or processed thereon.

3.13 Inventory.

All inventory of the Target, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such inventory is owned by the Target free and clear of all Encumbrances, and no inventory is held on a consignment basis. The quantities of each item of inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of the Target.

3.14 Accounts Receivable.

The accounts receivable reflected on the Balance Sheet and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by the Target involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) have not been subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of the Target, are, to the Vendors' Knowledge, collectible in full. The reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of the Target have been determined in accordance with IFRS, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

3.15 Customers and Suppliers.

- (a) Section 3.15(a) of the Disclosure Schedule of the Vendors sets forth (i) each customer who has paid aggregate consideration to the Target for goods or services rendered in an amount greater than or equal to \$5,000 in each of the two most recent fiscal years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods. The Target has not received any notice, and has no reason to believe, that any of its Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with the Target.
- (b) Section 3.15(b) of the Disclosure Schedule of the Vendors sets forth (i) each supplier to whom the Target has paid consideration for goods or services rendered in an amount greater than or equal to \$5,000 in each of the two most recent fiscal years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. The Target has not received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to the Target or to otherwise terminate or materially reduce its relationship with the Target.

3.16 Insurance.

The Vendors and their Affiliates (including the Target) maintain adequate insurance policies, as customarily maintained by similar businesses and as may be required by applicable Law, of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability, or other casualty and property insurance relating to the assets, business, operations, employees, officers and directors of the Target.

3.17 Legal Proceedings; Governmental Orders.

- (a) There are no material Actions pending or, to the Vendors' Knowledge, threatened in writing: (i) against or by the Target affecting any of its properties or assets (or by or against one or more Vendors or any Affiliate of one or more Vendors or of any them and relating to the Target); or (ii) against or by the Target (or against or by one or more Vendors or any Affiliate of one or more Vendors or of any of them and relating to the Target) that challenges or seeks to prevent, enjoin or

otherwise delay the transactions contemplated by this Agreement. To the Vendors' Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

- (b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Target or any of its properties or assets. To the Vendors' Knowledge, no event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

3.18 Compliance With Laws; Permits.

- (a) To the Vendors' Knowledge, the Target has complied, and is now complying, with all Laws applicable to it or its business, properties or assets in all material respects.
- (b) All material Permits required for the Target to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 3.18(b) of the Disclosure Schedule of the Vendors lists all current Permits issued to the Target, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.18(b) of the Disclosure Schedule of the Vendors.

3.19 Environmental Matters.

To the Vendors' Knowledge, the operations of the Target currently comply and have at all times materially complied with all applicable Environmental Laws. The use, handling, manufacture, treatment, processing, storage, generation, release, discharge and disposal of Hazardous Materials by the Target currently complies and have at all times complied with all applicable Environmental Laws. To the Vendors' Knowledge, the Target has all Environmental Permits required under applicable Environmental Laws, and the operations of the Target currently comply and have at all times complied with the terms and conditions of such Permits. To the Vendors' Knowledge, there has not been any use by the Target of any Hazardous Materials or Release of any Hazardous Material on, in, under or from any real property occupied or used by the Target or on which the Target conducts or has conducted operations which has created or would reasonably be expected to create any material liability for the Target under applicable Environmental Laws.

3.20 Employee Benefit Matters.

The Target does not presently have, and has never had, any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, share or share-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, fringe benefit or other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including any "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Target for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Target or any spouse or dependent of such individual, or under which the Target has or may have any liability, or with respect to which the Purchaser or any of its Affiliates would reasonably be expected to have any liability, contingent or otherwise (each, a "**Benefit Plan**").

3.21 Employment Matters.

- (a) Section 3.21(a) of the Disclosure Schedule of the Vendors contains a list of all Persons who are independent contractors or consultants of the Target as of the date hereof. Section 3.21(a) of the Disclosure Schedule of the Vendors also contains a list of all Persons who are employees of the

Target including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of the Target for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of the Target with respect to any compensation, commissions, bonuses or fees. Except with respect to any individuals or entities as may be determined by the Purchaser, at the Closing Time, all employees, independent contractors or consultants of the Target will cease occupying such positions and there shall be no additional compensation, termination payments, bonuses, golden parachutes or other compensation or payments payable by the Target or the Purchaser to such Persons in respect of such termination of engagement.

- (b) The Target is not, and has not been for the past five years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "**Union**"), and there is not, and has not been for the past five years, any Union representing or purporting to represent any employee of the Target, and, to the Vendors' Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Target or any of its employees. The Target has no duty to bargain with any Union.
- (c) The Target is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees, consultants and independent contractors of the Target, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave and unemployment insurance. All individuals characterized and treated by the Target as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of the Target classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified in all material respects. There are no Actions against the Target pending, or to the Vendors' Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of the Target, including, without limitation, any charge, investigation or claim relating to unfair labor practices, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, employee classification, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave, unemployment insurance or any other employment related matter arising under applicable Laws.

3.22 Taxes.

- (a) All Tax Returns required to be filed on or before the Closing Date by the Target have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by the Target (whether or not shown on any Tax Return) have been, or will be, timely paid.

- (b) The Target has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.
- (c) No claim has been made or threatened by any taxing authority in any jurisdiction where the Target does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.
- (d) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Target.
- (e) The amount of the Target's liability for unpaid Taxes for all periods ending on or before September 30, 2021, does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of the Target's liability for unpaid Taxes for all periods following the end of the recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of the Target (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).
- (f) The Target has duly and timely collected all amounts on account of any sales/use or transfer Taxes required by Law to be collected by the Target and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by applicable Law to be remitted by the Target.
- (g) Section 3.22(g) of the Disclosure Schedule of the Vendors sets forth:
 - (i) the taxable years of the Target as to which the applicable statutes of limitations on the assessment and collection of Taxes have not expired;
 - (ii) those years for which examinations by the taxing authorities have been completed; and
 - (iii) those taxable years for which examinations by taxing authorities are presently being conducted.
- (h) All deficiencies asserted, or assessments made, against the Target as a result of any examinations by any taxing authority have been fully paid.
- (i) The Target is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority.
- (j) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Target.
- (k) The Target is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.
- (l) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Target.

3.23 Books and Records.

The minute books and stock record books of the Target, all of which have been made available to the Purchaser, are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Target contain accurate and complete records of all meetings, and actions taken by written consent of, the shareholders, the board of directors and any committees of the

board of directors of the Target, and no meeting, or action taken by written consent, of any such shareholders, board of directors or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Target.

3.24 Sufficiency of Funds.

The Target has sufficient cash on hand or other sources of immediately available funds to enable it to continue its operations as a going concern and consummate the transactions contemplated by this Agreement.

3.25 Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Vendors.

3.26 Full Disclosure.

To the Vendors' Knowledge, no representation or warranty by the Vendors or Target in this Agreement and no statement contained in the Disclosure Schedule of the Vendors or any certificate or other document furnished or to be furnished to the Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

3.27 Australian Securities Law Matters.

In connection with the delivery of the Compensation Shares, each Vendor represents, warrants and covenants to the Purchaser on the date hereof, on the date of the delivery of the Compensation Shares that:

- (a) it has had the opportunity to ask questions of and receive answers from the Purchaser regarding the acquisition of the Compensation Shares, and has received all the information regarding the Purchaser that it has requested; and
- (b) it understands and acknowledges that the Purchaser is not obligated to file and has no present intention of filing with the Australian Securities and Investments Commission or with any state securities administrator any registration statement in respect of resales of the Compensation Shares.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE TARGET

Except as set forth in the correspondingly numbered Section(s) of the Disclosure Schedule of the Vendors the Target represents and warrants to the Purchaser that the statements contained in this Article 4 are true and correct as of the date hereof.

4.1 Status.

The Target is a corporation existing pursuant to the laws of Australia, and has the requisite legal capacity and ability to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. No other action (corporate or otherwise) on the part of the Target or any third party is necessary to authorize the execution and delivery by the Target of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly executed and

delivered by the Target, and constitutes a legal, valid and binding obligation of the Target enforceable against the Target in accordance with its terms.

4.2 Representations and Warranties relating to the Target.

The Target represents and warrants to the Purchaser that all of the representations and warranties relating to the Target and the Subsidiary contained in Article 3 are true, accurate and correct.

4.3 Full Disclosure.

To the knowledge of the Target, no representation or warranty by the Target or Vendors in this Agreement and no statement contained in the Disclosure Schedule of the Vendors or any certificate or other document furnished or to be furnished to the Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendors that the statements contained in this Article 5 are true and correct as of the date hereof.

5.1 Organization and Authority of the Purchaser.

The Purchaser is a corporation duly incorporated, validly existing and in good standing under the Laws of the Province of British Columbia and the Purchaser has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been, or will be, prior to the Closing Time, duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Target and the Vendors) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

5.2 No Conflicts; Consents.

The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, articles or other organizational documents of the Purchaser; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Purchaser; or (c) require the consent, notice or other action by any Person under any Contract to which the Purchaser is a party. Except with respect to the approval of the CSE, if applicable, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.3 Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

5.4 Legal Proceedings.

There are no Actions pending or, to the Purchaser's knowledge, threatened against or by the Purchaser or any Affiliate of the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE 6 COVENANTS

6.1 Closing Conditions.

Each of the Target and the Vendors agree to use best efforts to satisfy the closing conditions of the Vendors and the Target set forth in Section 2.3 hereof as soon as reasonably practicable.

6.2 Shareholder and Regulatory Approvals.

- (a) The Purchaser agrees to use commercially reasonable best efforts to obtain necessary shareholder and regulatory approvals as may be required in order to:
- (i) obtain receipts from the applicable regulatory authorities with respect to a Prospectus;
 - (ii) facilitate the completion of a private placement offering of a maximum of 4,166,667 Purchaser Shares at a price per Purchaser Share of \$0.24 for aggregate gross proceeds of up to \$1,000,000 or such other terms as may be agreed between the Vendors' Closing Representative and the Purchaser, which the purchasers for Purchaser Shares in such financing shall be sourced jointly by the Purchaser and the Vendors;
 - (iii) complete one or more private placement offerings of Purchaser Shares (or securities convertible or exercisable into Purchaser Shares) such that the aggregate gross proceeds received from all private placements completed by the Purchaser (exclusive of and in addition to the financing contemplated in Section 6.2(a)(ii)) is a minimum of \$1,400,000, and that the final such private placement offering conducted by the Purchaser shall have a deemed price per Purchaser Share (or securities convertible or exercisable into Purchaser Shares) of a minimum of \$0.30 or such other terms as may be agreed between the Vendors' Closing Representative and the Purchaser;
 - (iv) if required by the CSE, retain a sponsor to provide a sponsorship report to the CSE with respect of the transactions contemplated by this Agreement; and
 - (v) if required by the CSE, retain a valuator to provide a valuation of the Target.
- (b) The Target agrees to use best efforts to assist the Purchaser in obtaining all approvals required.

6.3 Obligations of the Target.

From the date of this Agreement and up to and including the Closing Date, the Target agrees not to issue any securities, or reach an agreement or understanding with any other party to issue any securities of the Target, other than in connection with the Target Financing, without the prior written consent of the Purchaser.

6.4 Obligations of the Purchaser.

- (a) From the date of this Agreement and up to and including the Closing Date, the Purchaser agrees not to issue any securities, or reach an agreement or understanding with any other party to issue any securities of the Purchaser without the prior written consent of the Target, such consent not to be unreasonably withheld or delayed.

- (b) The Purchaser agrees to comply with the terms of this Agreement and faithfully and expeditiously seek to close the transactions contemplated by this Agreement by the Closing Date, or such other date as may be requested by the Target, acting reasonably.

6.5 Management and Board of the Purchaser.

- (a) The Purchaser agrees to use commercially reasonable efforts to appoint or cause the appointment of the following individuals to the below enumerated roles of the Purchaser as soon as reasonably practicable following Closing:

Brenton Scott	-	Chief Executive Officer / Managing Director
Andrew Hill	-	Chief Technology Officer / Director
Imants Kins	-	Non-Executive Chairperson (Australian)
Richard Paolone	-	Non-Executive Director (Canadian)
Eugene Hodgson	-	Non-Executive Director (Canadian)

- (b) The Purchaser and the Vendors agree to use commercially reasonable efforts to cause the appointment of a Chief Financial Officer and a Corporate Secretary of the Purchaser mutually agreeable to the Purchaser and the Vendors as soon as reasonably practicable following Closing.
- (c) In connection therewith, the Purchaser shall enter into consulting agreements with each of the individuals listed in Schedule B pursuant to which, among other things, if applicable, such individuals shall be entitled to receive that number of Purchaser Shares upon the achievement of certain performance based milestones as set out in Schedule B hereto ("**Performance Shares**"). Each such Performance Share shall be deemed to be issued at a fair market value per Performance Share of \$0.30, and the recipient of such Performance Shares shall be solely responsible for any Tax obligations in connection with the issuance of such Performance Shares.
- (d) Notwithstanding the foregoing, the issuance of Performance Share shall only be completed if such issuance is exempt from the prospectus and registration requirements under Applicable Securities Laws, and no Performance Share shall be issued to any party under any circumstance should such issuance require any prospectus, registration or other filing in any jurisdiction or be in breach of applicable Laws, in which case, the Parties acknowledge and agree that the obligation to issue such Performance Share shall be rendered *void ab initio*.

6.6 Management Performance Warrants.

- (a) Concurrent with Closing, the Purchaser shall also engage the following parties as consultants of the Purchaser and in connection with such engagement shall issue Performance Warrants to each of them as follows:

Recipient	Number of Performance Warrants
Actium Corporate Finance Pty Ltd	443,360
Late Afternoon Investments Pty Ltd	691,642
G & G Capital Pty Ltd	620,704
Mancot Equities Pty Ltd	461,094

Malbec Pte Ltd	391,200
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The Performance Warrants will vest and be exercisable in accordance with the following schedule:

Release Date	Performance Warrants Exercisable
12 month anniversary of the Closing Date	20%
18 month anniversary of the Closing Date	20%
24 month anniversary of the Closing Date	20%
30 month anniversary of the Closing Date	20%
36 month anniversary of the Closing Date	20%
Total:	100%

Notwithstanding the foregoing, the issuance of Performance Warrants shall only be completed if such issuance is exempt from the prospectus and registration requirements under Applicable Securities Laws, and no Performance Warrants shall be issued to any party under any circumstance should such issuance require any prospectus, registration or other filing in any jurisdiction or be in breach of applicable Laws, in which case, the Parties acknowledge and agree that the obligation to issue such Performance Warrants shall be rendered *void ab initio*.

6.7 Due Diligence.

The Target will cooperate with the Purchaser to allow it to perform due diligence investigations. This due diligence may include searches, inquiries, tests, inspections, investigations, and other forms of due diligence as the Purchaser, in its sole discretion deems advisable with respect to the transactions contemplated by this Agreement. If the Purchaser uncovers any material adverse condition regarding the Target, the Purchaser will provide written notice of such material adverse condition to the Target, specifying, in reasonable detail, the nature of the material adverse condition. If such material adverse condition is not cured within 30 days of delivery of the written notice from the Purchaser, the Purchaser may terminate this Agreement by written notice to the Target.

6.8 Standstill.

Until the completion of the transactions contemplated by this Agreement or the earlier termination of this Agreement, the parties agree that the Target, the Vendors and the Purchaser will not, directly or indirectly solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of the Target or the Purchaser to any persons in connection with the acquisition or distribution of any securities of the Target or the Purchaser, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of the Target or the Purchaser unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the Target and the Purchaser or is necessary to carry on the normal course of business.

6.9 Confidentiality.

- (a) From and after the Closing, each of the Target and the Vendors shall, and shall cause their Affiliates to, hold, and shall use its commercially reasonable efforts to cause its or their respective

Representatives to hold, in confidence any and all information, whether written or oral, concerning the Target, except to the extent that the Vendors can show that such information (i) is generally available to and known by the public through no fault of the Vendors, any of their Affiliates or their respective Representatives; or (ii) is lawfully acquired by the Vendors, any of their Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Vendors or any of their Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the Vendors shall promptly notify the Purchaser in writing and shall disclose only that portion of such information which the Vendors is advised by its counsel in writing is legally required to be disclosed, *provided that* the Vendors shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

- (b) From and after the Closing, the Purchaser shall hold and shall use its commercially reasonable efforts to cause its Representatives to hold in confidence (i) any and all personally identifiable information, whether written or oral, concerning the employees of the Target, (ii) any and all customer information, whether written or oral, not generally available to or known by the public and (iii) the commercial terms of any Material Contract marked confidential by the Vendors or the Target, except to the extent that the Purchaser can show that such information (A) is generally available to and known by the public through no fault of the Purchaser or its Representatives; or (B) is lawfully acquired by the Purchaser or its Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Purchaser or its Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the Purchaser shall disclose only that portion of such information which the Purchaser is advised by its counsel in writing is legally required to be disclosed, *provided that* the Purchaser shall use commercially reasonable efforts to obtain the consent of the employee, customer or counter-party to a Material Contract, as the case may be, or an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.10 Books and Records.

- (a) In order to facilitate the resolution of any claims made against or incurred by the Vendors prior to the Closing, or for any other reasonable purpose, for a period of seven years after the Closing, the Purchaser shall:
- (i) retain the books and records (including personnel files) of the Target relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Target; and
 - (ii) upon reasonable notice, afford the Representatives of the Vendors reasonable access (including the right to make, at the Vendors' expense, photocopies), during normal business hours, to such books and records;
- provided, however,* that any books and records related to Tax matters shall be retained pursuant to the periods set forth in Article 7.
- (b) In order to facilitate the resolution of any claims made by or against or incurred by the Purchaser or the Target after the Closing, or for any other reasonable purpose, for a period of seven years following the Closing, the Vendors shall:
- (i) retain the books and records (including personnel files) of the Vendors which relate to the Target and its operations for periods prior to the Closing; and

- (ii) upon reasonable notice, afford the Representatives of the Purchaser or the Target reasonable access (including the right to make, at the Purchaser's expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in Article 7.

- (c) Neither the Purchaser nor the Vendors shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.10 where such access would violate any Law.

6.11 Public Announcements.

Unless otherwise required by applicable Law, including Applicable Securities Laws, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

6.12 Further Assurances.

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE 7 TAX MATTERS

7.1 Tax Covenants.

- (a) Without the prior written consent of the Purchaser, the Vendors (and, prior to the Closing, the Target, their Affiliates and their respective Representatives) shall not, to the extent it may affect, or relate to, the Target, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of the Purchaser or the Target in respect of any Post-Closing Tax Period.
- (b) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any real property transfer Tax and any other similar Tax) shall be borne and paid by the Vendors when due. However, since the Target owns the Real Property, all transfer taxes due upon a transfer caused by the Purchaser shall be paid by the Purchaser. the Vendors shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and the Purchaser shall cooperate with respect thereto as necessary).
- (c) The Purchaser shall prepare, or cause to be prepared, all Tax Returns required to be filed by the Target after the Closing Date with respect to a Pre-Closing Tax Period. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted by the Purchaser to the Vendors (together with schedules, statements and, to the extent requested by the Vendors, supporting documentation) at least 45 days prior to the due date (including extensions) of such Tax Return. If the Vendors objects to any item on any such Tax Return, it shall, within ten days after delivery of such Tax Return, notify the Purchaser in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a

notice of objection shall be duly delivered, the Purchaser and the Vendors shall negotiate in good faith and use their commercially reasonable efforts to resolve such items. If the Purchaser and the Vendors are unable to reach such agreement within ten days after receipt by the Purchaser of such notice, the disputed items shall be resolved by the Independent Accountant and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within twenty days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by the Purchaser and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne equally by the Purchaser and the Vendors. The preparation and filing of any Tax Return of the Target that does not relate to a Pre-Closing Tax Period shall be exclusively within the control of the Purchaser.

7.2 Cooperation and Exchange of Information.

The Vendors and the Purchaser shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to Article 7 or in connection with any audit or other proceeding in respect of Taxes of the Target. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each Vendor and the Purchaser shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Target for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Target for any taxable period beginning before the Closing Date, the Vendors or the Purchaser (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

ARTICLE 8 INDEMNIFICATION

8.1 Survival.

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twelve months from the Closing Date; *provided, that* the representations and warranties in Section 3.1, Section 3.3, Section 3.22, Section 3.24, Section 5.1 and Section 5.3 shall survive indefinitely. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

8.2 Indemnification by the Target and the Vendors.

- (a) Subject to the Purchaser's duty to mitigate and to the other terms and conditions of this Section 8.2, the Indemnifying Shareholders, on a joint and several basis, will indemnify and defend the Purchaser and its Affiliates and their Representatives (collectively, the "**Purchaser's Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser's Indemnitees based upon, arising out of, with respect to or by reason of:
 - (i) all Losses directly or indirectly relating to the Target's shares and the Target's assets and

accruing up to the close of business on the date prior to the Closing Date;

- (ii) all other Losses directly or indirectly relating to the Target and the Target's assets including claims relating to income, sales, excise or other taxes, other than claims resulting from the negligence, fraudulent acts or wilful misconduct of the Purchaser and/or the shareholders of the Purchaser;
- (iii) any inaccuracy in or breach of any of the representations or warranties of the Vendors contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Vendors pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (iv) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Vendors pursuant to this Agreement;
- (v) Indemnified Taxes; or
- (vi) any Losses incurred as a result of or in connection with any action, transaction or matter taken or failed to be taken by the Target or any Vendor prior to the time of Closing.

8.3 Indemnification by the Purchaser.

- (a) Subject to the Vendors' duty to mitigate and to the other terms and conditions of this Article 8, the Purchaser shall indemnify and defend the Vendors and their Affiliates and their respective Representatives (collectively, the "**Vendors' Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendors' Indemnitees based upon, arising out of, with respect to or by reason of:
 - (i) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Purchaser pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or
 - (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser pursuant to this Agreement.

8.4 Certain Limitations.

The indemnifications provided for in Section 8.2 and Section 8.3 shall be subject to the following limitations:

- (a) the Indemnifying Shareholders shall not be liable to the Purchaser's Indemnitees for indemnification under Section (i) until the aggregate amount of all Losses in respect of indemnification under Section (i) exceeds \$25,000, in which case the Indemnifying Shareholders shall be required to pay or be liable for all such Losses in excess of \$25,000;
- (b) the aggregate amount of all Losses for which the Indemnifying Shareholders shall be liable pursuant to Section 8.2(a)(iv) shall not exceed an amount equal to the Purchase Price;

- (c) the Purchaser shall not be liable to the Vendors' Indemnitees for indemnification under Section 8.2(a)(iii) until the aggregate amount of all Losses in respect of indemnification under Section 8.2(a)(iii) exceeds \$250,000, in which case the Purchaser shall be required to pay or be liable for all such Losses in excess of \$250,000;
- (d) the aggregate amount of all Losses for which the Purchaser shall be liable pursuant to Section 8.2(a)(iii) shall not exceed \$500,000; and
- (e) each Indemnified Party shall take, and shall cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to or does, give rise thereto, including incurring costs only the minimum extent necessary to remedy the breach that gives rise to such Loss.
- (f) Notwithstanding anything in this agreement to the contrary, the limitations set forth in this Section 8.4 shall not apply to Losses of Purchaser and its Affiliates (including the Target) related to Indemnified Taxes.

8.5 Indemnification Procedures.

The party making a claim under this Article 8 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 8 is referred to as the "**Indemnifying Party**".

- (a) Third Party Claims.

If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is the Indemnifying Shareholders, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (i) is asserted directly by or on behalf of a Person that is a supplier or customer of the Target, or (ii) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 8.5(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all

Losses based upon, arising from or relating to such Third Party Claim. The Indemnifying Shareholders and the Purchaser shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.9) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims.

Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.5(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within 10 days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.5, it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims.

Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Target's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

8.6 Payments.

- (a) Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 8, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 6%. Such interest shall be

calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

- (b) Notwithstanding the foregoing, the Indemnifying Shareholders shall satisfy any indemnification obligations first in cash, up to the total cash received by the Indemnifying Shareholders pursuant to this Agreement. If the Indemnifying Shareholders' indemnification obligations exceed the aggregate value of the cash received by the Indemnifying Shareholders pursuant to this Agreement, the Indemnifying Shareholders may, at their election, pay any additional indemnifiable amounts by transferring the requisite number of Purchaser Shares to the Indemnified Party. For the purposes of this paragraph, the value of each Purchaser Share shall be (i) prior to the listing of the Purchaser Shares on the CSE, equal to the deemed issue price of the Compensation Shares pursuant to this Agreement, or (ii) subsequent to the listing of the Purchaser Shares on the CSE, equal to the five-day volume weighted average price of the Purchaser Shares traded on the CSE, or the closing bid price on days when there are no trades.

8.7 Tax Treatment of Indemnification Payments.

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

8.8 Effect of Investigation.

The Indemnifying Shareholders shall not be liable under this Article 8 with respect to any Losses arising out of matters within the actual or constructive knowledge of the Purchaser at the Closing Date.

8.9 Exclusive Remedies.

Subject Section 9.10, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 8. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article 8. Nothing in this Section 8.9 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any other party's intentional fraudulent, criminal or intentional misconduct.

ARTICLE 9 MISCELLANEOUS

9.1 Appointment of Vendors' Closing Representative.

- (a) Each Vendor hereby irrevocably appoints and designates Brenton Scott (the "**Vendors' Closing Representative**") to act as its representative and agent and on behalf of such Vendor, and as such Vendor's true and lawful attorney in fact with full power and authority in such Vendor's name, for the purposes of: (a) accepting notices on behalf of the Vendors in accordance with Section 9.3; (b) all matters relating to this Agreement including the delivery of the Disclosure Schedule of the Vendors and the execution and delivery of any amendment, consent, certificate, instrument, receipt, approval, or waiver on behalf of the Vendors under this Agreement, and making, enforcing, and settling any claims for Losses; and (c) taking any and all other actions and doing any and all other things provided in, or contemplated by, this Agreement or any ancillary agreement to be

performed by any of the Vendors arising out of the transactions contemplated hereby or thereby as the Vendors' Closing Representative, in its sole discretion, determines is necessary, appropriate or desirable. The appointment of the Vendors' Closing Representative is coupled with an interest and is in consideration of the mutual covenants in this Agreement and is irrevocable and will not be terminated by operation of law, whether by the death or incapacity of any Vendor.

- (b) The Vendors' Closing Representative shall act as joint agent for all of the Vendors, shall have the authority to bind each Vendor in accordance with this Agreement, and the Purchaser may rely on such appointment and authority and on the actions taken, decisions made or instructions given by the Vendors' Closing Representative unless and until the Purchaser receives a written notice, duly executed by each Vendor, notifying the Purchaser of the appointment of a successor Vendors' Closing Representative, in which case the Purchaser may rely on such successor appointment and authority and on the actions taken, decisions made or instructions given by the successor Vendors' Closing Representative, going forward.
- (c) Each Vendor shall, on a pro-rata basis based on share ownership, indemnify the Purchaser's Indemnitees and hold each of the Purchaser's Indemnitees harmless from any Losses arising out of or in connection with the Vendors' Closing Representative acting on behalf of the Vendors or any disputes among the Vendors and/or the Vendors' Closing Representative.

9.2 Expenses.

Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Target, in the case of costs and expenses incurred by the Vendors, or the Purchaser, in the case of costs and expenses incurred by the Purchaser, whether or not the Closing shall have occurred.

9.3 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.3):

If to the Target:	Critical Infrastructure Technologies Pty Ltd. C/- Level 3 1 Preston Street, COMO WA 6162 Australia
	Email: <i>redacted</i>

If to the Vendors or the Vendors' Closing Representative:	Brenton Scott C/- Level 3 1 Preston Street, COMO WA 6152 Australia
	Email: <i>redacted</i>

If to the Purchaser:	1319275 B.C. Ltd. c/o MLT Aikins LLP
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2600-1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Faramarz Haddadi
Email: *redacted*

with a copy (not constituting notice) to:

MLT Aikins LLP
2600-1066 West Hastings Street
Vancouver, British Columbia
V6E 3X1 Canada

Attention: Mahdi Shams
E-mail: mshams@mltaikins.com

9.4 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.5 Entire Agreement.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will govern.

9.6 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties. No assignment shall relieve the assigning party of any of its obligations hereunder.

9.7 No Third-Party Beneficiaries.

Except as provided in Article 8, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.8 Amendment and Modification; Waiver.

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed

as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.9 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.
- (b) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby or thereby may only be instituted in the courts of the Province of British Columbia located in the City of Vancouver, British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby or thereby. Each party to this Agreement certifies and acknowledges that (i) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (ii) such party has considered the implications of this waiver, (iii) such party makes this waiver voluntarily, and (iv) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 9.9(c).

9.10 No Contra Preferendum.

The Purchaser, the Vendors and the Target have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Purchaser, the Vendors and the Target and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement.

9.11 Legal Advice.

Each of the Target and each Vendor acknowledges that it has been advised to seek independent legal advice prior to entering into this Agreement and by entering this Agreement, the Target and each Vendor represents that it obtained whatever independent legal advice it considered appropriate and sufficient in connection with the transactions contemplated by this Agreement.

9.12 Specific Performance.

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

9.13 Counterparts.

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

[Signature Page to Follow]

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

1319275 B.C. LTD.

"Faramarz Haddadi"

by its authorized signatory

Name: Faramarz Haddadi

Title: Director & CEO

**CRITICAL INFRASTRUCTURE TECHNOLOGIES
PTY LTD.**

"Brenton Scott"

by its authorized signatory

Name: Brenton Scott

Title: Director

BT 2000 CAPITAL PTY LTD

"Brenton Scott"

by its authorized signatory

Name: Brenton Scott

Title: Director

23 XI PTY LTD

"Brenton Scott"

by its authorized signatory

Name: Brenton Scott

Title: Director

RE HUGHES & ASSOCIATES PTY LTD.

"Andrew Hill"

by its authorized signatory

Name: Andrew Hill

Title: CTO

SIGNED AND DELIVERED in the presence of:)

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Redacted)

Witness)

(print name below and sign on line above))

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Redacted)

Address of Witness:)

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SIGNED AND DELIVERED in the presence of:)

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Witness)

(print name below and sign on line above))

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Address of Witness:)

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Redacted)

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"Neil Carter"
NEIL CARTER

"Rodney Glen Louden"
RODNEY GLEN LOUDEN

M&M GOUWS PTY LTD.

"M&M Gouws Pty Ltd."
by its authorized signatory
Name:
Title:

NEVIXA PTY LTD.

"Gregory Taylor"
by its authorized signatory
Name: Gregory Taylor
Title: Director

SIGNED AND DELIVERED in the presence of:)

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Witness)

(print name below and sign on line above))

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Address of Witness:)

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SIGNED AND DELIVERED in the presence of:)

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Witness)

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Address of Witness:)

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"John S. Jacob"
JOHN S JACOB

"Mattheus Johannes Lotter"
MATTHEUS JOHANNES LOTTER

LATE AFTERNOON INVESTMENTS PTY LTD.

"James Skinner"
by its authorized signatory
Name: James Skinner
Title: Director

G&G CAPITAL PTY LTD.

"Gerhard Moll"
by its authorized signatory
Name: Gerhard Moll
Title: Director

MANCOT EQUITIES PTY LTD.

"Terence Richards"
by its authorized signatory
Name: Terence Richards
Title: Director

PUG COMMUNICATIONS LIMITED

"Keeley Ryan"

by its authorized signatory

Name: Keeley Ryan

Title: Director

MALBEC PTE LTD

"Nicholas Hollens"

by its authorized signatory

Name: Nicholas Hollens

Title: Director

SIGNED AND DELIVERED in the presence of:)

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Redacted)

Witness
(print name below and sign on line above))

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Address of Witness:)

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SIGNED AND DELIVERED in the presence of:)

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Witness
(print name below and sign on line above))

Redacted)
Address of Witness:)

Redacted)

Redacted)

"Peter J Louden"

PETER J LOUDEN

"Melanie Louden"

MELANIE LOUDEN

"Kirsty Dolny"

KIRSTY DOLNY

SIGNED AND DELIVERED in the presence of:)

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)

Redacted)

Witness)

(print name below and sign on line above))

)

Redacted)

Address of Witness:)

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Redacted)

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Redacted)

)

"Rodney Louden"
RODNEY LOUDEN

"Roslyn Cadee"
ROSLYN CADEE

CHALEYER HOLDINGS PTY LTD

"Maurice Feilich"
by its authorized signatory
Name: Maurice Feilich
Title: Director

FILMRIM PTY LTD

"Maurice Feilich"
by its authorized signatory
Name: Maurice Feilich
Title: Director

DEBO PTY LTD

"Ronald Bowen"
by its authorized signatory
Name: Ronald Bowen
Title: Director

SIGNED AND DELIVERED in the presence of:)

)

)

Redacted)

Witness)

(print name below and sign on line above))

)

Redacted)

Address of Witness:)

)

Redacted)

)

Redacted)

)

"Ronald Bowen"
RONALD BOWEN

"Karen Bowen"
KAREN BOWEN

**SCHEDULE A
VENDORS**

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF TARGET SHARES HELD	NUMBER OF COMPENSATION SHARES TO BE ISSUED
Current Holders of Target Shares			
BT 2000 Capital Pty Ltd <The Scott Family Superannuation Fund>	<i>Redacted</i>	36,266	11,734,723
23 XI Pty Ltd <JJC Consulting Services Trust>	<i>Redacted</i>	19,528	6,318,748
RE Hughes & Associates Pty Ltd <D & A Super Fund>	<i>Redacted</i>	14,906	4,823,190
RE Hughes & Associates Pty Ltd <The Hill Investment Trust>	<i>Redacted</i>	6,389	2,067,313
Neil Carter	<i>Redacted</i>	2,331	754,250
Rodney Glen Loudon	<i>Redacted</i>	852	275,685
M & M Gouws Pty Ltd	<i>Redacted</i>	852	275,685
Nevixa Pty Ltd	<i>Redacted</i>	852	275,685
John S Jacob	<i>Redacted</i>	426	137,842
Mattheus Johannes Lotter	<i>Redacted</i>	852	275,685
23 XI Pty Ltd <JJC Consulting Services Trust>	<i>Redacted</i>	1,927	623,527
Late Afternoon Investments Pty Ltd	<i>Redacted</i>	3,733	1,207,901
G & G Capital Pty Ltd <Moll Family Trust>	<i>Redacted</i>	3,351	1,084,296
Mancot Equities Pty Ltd <Miss Molly Family Trust>	<i>Redacted</i>	2,489	805,375
PUG Communications Limited	<i>Redacted</i>	3,557	1,150,952
Malbec Pte Ltd	<i>Redacted</i>	1,689	546,516
SUBTOTAL:		100,000	32,357,373

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF TARGET SHARES TO BE ISSUED ON CONVERSION OF CONVERTIBLE DEBT	NUMBER OF COMPENSATION SHARES TO BE ISSUED
CONVERTIBLE NOTE HOLDERS			
Peter J & Melanie Louden	<i>Redacted</i>	1,839	595,186
Kirsty Dolny	<i>Redacted</i>	1,472	476,149
Rodney Louden and Roslyn Cadee	<i>Redacted</i>	441	142,845
Chaley Holdings Pty Ltd	<i>Redacted</i>	736	238,075
Filmrim Pty Ltd	<i>Redacted</i>	294	95,230
Debo Pty Ltd	<i>Redacted</i>	221	71,422
Ronald Bowen and Karen Bowen	<i>Redacted</i>	221	71,422
23 XI Pty Ltd <JJC Consulting Services Trust>	<i>Redacted</i>	2,943	952,298
SUBTOTAL:		8,167	2,642,627

**SCHEDULE B
PERFORMANCE SHARES**

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF PERFORMANCE SHARES	MILESTONE
BT 2000 Capital Pty Ltd <The Scott Family Superannuation Fund> Beneficiary A/C: Brenton Scott	<i>Redacted</i>	4,250,898	1
		4,250,898	2
		4,250,898	3
		6,250,000	4
RE Hughes & Associates Pty Ltd <D & A Super Fund> Beneficiary A/C: Andrew Hill	<i>Redacted</i>	1,622,130	1
		1,622,130	2
		1,622,130	3
		1,750,000	4
TOTAL:		25,619,084	

Milestones:

1. Achieving 10 outright sales equating to \$6,000,000 in revenue or 10 lease contracts for a minimum of 36 months at \$20,000 per month by no later than March 31, 2023.
2. Achieving 25 outright sales equating to \$15,000,000 in revenue or 25 lease contracts for a minimum of 36 months at \$20,000 per month by no later than September 30, 2023.
3. Achieving 50 outright sales equating to \$30,000,000 in revenue or 50 lease contracts for a minimum of 36 months at \$20,000 per month by no later than March 31, 2024.
4. Achieving 100 outright sales equating to \$60,000,000 in revenue or 100 lease contracts for a minimum of 36 months at \$20,000 per month by no later than March 31, 2025.

**SCHEDULE C
ACCESSION AGREEMENT**

TO: ALL PARTIES WHO ARE NOW OR BECOME PARTY TO THE SHARE PURCHASE AGREEMENT DATED DECEMBER 14, 2021, TO WHICH THIS ACCESSION AGREEMENT IS ATTACHED AS SCHEDULE C (THE "SPA").

BY: _____ (the "New Vendor")

DATED: _____

WHEREAS:

- A. pursuant to the SPA, each of the securityholders of Critical Infrastructure Technologies Pty Ltd. (the "**Target**") have agreed to sell its interests in the Target to 1319275 B.C. Ltd. (the "**Purchaser**");
- B. pursuant to the SPA, the Target is permitted to complete an offering (the "**Offering**") of Target Shares to certain purchasers who execute a copy of this accession agreement (this "**Accession Agreement**") and agree to sell the Target Shares acquired pursuant to the Offering to the Purchaser at the Closing Time; and
- C. having received and reviewed a copy of the SPA, the New Vendor wishes to participate in the Offering and sell the Target Shares acquired under the Offering to the Purchaser pursuant to the terms of the SPA.

IN CONSIDERATION OF the Target permitting the New Vendor to participate in the Offering and for other good and valuable consideration, the New Vendor agrees as follows:

1. Defined Terms

Capitalized terms used but not defined in this Accession Agreement have the meanings given to those terms in the SPA.

2. Agreement to be Bound

2.1 The New Vendor agrees to be bound by all the applicable terms and restrictions provided for in the SPA in the same manner as if the New Vendor was a Vendor under the SPA which had duly executed and delivered the SPA, other than as specifically contemplated in the SPA with respect to the purchase of Target Shares held by the New Vendor by the Purchaser under Section 2.2(b) of the SPA instead of Section 2.2(a) of the SPA.

2.2 The New Vendor's residential (if the New Vendor is a natural person) or head office address (if the Vendor is not a natural person) is as follows:

2.3 The provisions of the SPA with respect to governing law, submission to jurisdiction, severability, counterparts and facsimile signatures also apply to this Accession Agreement. The New Vendor acknowledges that they have been provided with a complete copy of the SPA and have been

afforded the opportunity to ask questions regarding the Offering, the SPA and the transactions contemplated thereby, and the Purchaser, before executing this Accession Agreement.

The New Vendor has caused this Accession Agreement to be executed as of the date above.

If the New Vendor is natural person:

SIGNED AND DELIVERED in the presence of:)

Print Name of New Vendor

Witness)
(print name below and sign on line above))

Signature of New Vendor

Address of Witness:)

)
_____)

If the New Vendor is not a natural person:

[INSERT NAME OF NEW VENDOR]

by its authorized signatory
Name:
Title: