Execution Version

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

ACT ENERGY TECHNOLOGIES LTD.

ACT ENERGY USA, INC.,

and

WEP HOLDINGS, LLC, and

SB CONSULTING, LLC, d/b/a SB DIRECTIONAL SERVICES

March 9, 2026

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is dated as of March 9, 2026 (the "Agreement Date"), by and among (i) ACT Energy Technologies Ltd., a corporation incorporated under the laws of the province of Alberta, Canada (the "Buyer Parent"), (ii) ACT Energy USA, Inc., a Delaware corporation ("Buyer"), (iii) WEP Holdings, LLC, a Delaware limited liability company ("Seller"), (iv) SB Consulting, LLC, an Oklahoma limited liability company, d/b/a SB Directional Services ("SB Directional") and (v) each party that has signed or in the future signs a Joinder Agreement to the extent, and only to the extent, set forth in such Joinder Agreement. Each of Buyer Parent, Buyer, and the Seller are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns all of the issued and outstanding Class A Units in SB Directional and each of SAB Holdings LLC ("SAB") and SEB Holdings LLC ("SEB") own all of the issued and outstanding Class B Units in SB Directional;

WHEREAS, SB Directional is engaged in the business of providing directional drilling services that incorporate its fleet of SB POWR Series Drilling Motors, ROP Enhanced Drilling Motors, Measurement While Drilling (MWD) services, and well planning services (the "Business");

WHEREAS, prior to the Closing Date and as part of the restructuring transactions set forth on Annex A (the "Pre-Closing Restructuring Transactions"), (a) each of SEB and SAB will transfer and assign all of their respective Class B Units to SB Directional, and (b) SB Directional shall then divide into two (2) separate limited liability companies by undertaking a division in accordance with Section 18-2054.9 of the Oklahoma Limited Liability Company Act and a plan of division substantially in the form attached hereto as Exhibit A-1 (the "Plan of Division") and filing the Articles of Division attached thereto with the Secretary of State of the State of Oklahoma (the "Division") substantially in the form attached hereto as Exhibit A-2 (the "Articles of Division"), and taking other appropriate actions in connection therewith, the result of which shall be (x) the continuation of SB Directional as an Oklahoma limited liability company that will hold SB Directional's assets and certain Liabilities relating to the Business (the "Company") and (y) a new Oklahoma limited liability company that will hold SB Directional's certain other assets and Liabilities including those not related to the Business (the "Excluded Entity"). For purposes of this Agreement, except as otherwise provided herein, references to the Company shall include SB Directional for time periods prior to completion of the Pre-Closing Restructuring Transactions;

WHEREAS, after giving effect to the Pre-Closing Restructuring Transactions, Seller will own all of the issued and outstanding membership interests of the Company (such membership interests of the Company, the "Membership Interests"); and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell, transfer, convey, assign and deliver the Membership Interests to Buyer at the Closing, and Buyer desires to purchase and accept the Membership Interests from Seller at the Closing.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, Buyer Parent, Buyer, and Seller agree as follows:

1. PURCHASE AND SALE; CLOSING.

1.1 Purchase and Sale of the Membership Interests. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller will sell, convey, transfer, assign and deliver to Buyer, and, in reliance on the representations and warranties in Article 4 and Article 5, Buyer will purchase and acquire from Seller, free and clear of all Encumbrances, the Membership Interests.

1.2 Closing. Subject to the terms and conditions of this Agreement, unless this Agreement is terminated in accordance with Article 10, the closing of the transfer and delivery of all documents and instruments necessary to consummate the Transactions (the "Closing") shall take place electronically on April 1, 2026, or at such other time or date as the Parties mutually agree to in writing. The date on which the Closing occurs is the "Closing Date". The Closing shall be deemed to have occurred effective as of 12:01 a.m. on the Closing Date (the "Effective Time").

1.3 Transactions at Closing. At (or prior to, to the extent set forth below or herein) the Closing:

(a) Seller will deliver, or cause to be delivered to Buyer the following:

(i) The Estimated Closing Statement (as set forth in Section 2.3 below) and Funds Flow Statement;

(ii) A Membership Interest Assignment Agreement evidencing the transfer, free and clear of all Encumbrances (other than restrictions on transfer arising under Applicable Securities Laws), by Seller of the Membership Interests to Buyer, substantially in the form of Exhibit B (the "Membership Interest Assignment Agreement"), duly executed by Seller;

(iii) The Consideration Shares Subscription Agreement duly executed by Seller, substantially in the form attached hereto as Exhibit C (the "Consideration Shares Subscription Agreement");

(iv) The Consideration Shares Escrow Agreement duly executed by Seller, substantially in the form attached hereto as Exhibit D (the "Consideration Shares Escrow Agreement");

(v) The Escrow Shares Escrow Agreement duly executed by SB Holdco and Seller, substantially in the form attached hereto as Exhibit E-1 (the "Escrow Shares Escrow Agreement") and the Escrow Shares Assignment Agreement (the "Escrow Shares Assignment") duly executed by Seller, substantially in the form attached hereto as Exhibit E-2;

(vi) The Cash Escrow Agreement duly executed by Seller, substantially in the form attached hereto as Exhibit F (the "Cash Escrow Agreement");

(vii) A joinder agreement duly executed by MHC Investments II, LLC, Western Equity Partners, LLC, and the Excluded Entity, substantially in the form attached hereto as Exhibit G (the "Joinder Agreement");

(viii) A certificate (the "Certificate of Indebtedness and Transaction Expenses") at Closing certifying as to the amount of Indebtedness, if any, and Transaction Expenses of the Company or Seller outstanding on the Closing Date, and specifying the amount owed to each creditor or service provider listed thereon, or to be deducted from the Purchase Price, as applicable;

(ix) Evidence of approval of all Pre-Closing Restructuring Transactions and transfer of all Employee Benefit Plans to the Excluded Entity and the termination thereof;

(x) Resignation letters of the managers and officers of the Company in such form as reasonably acceptable to Buyer;

(xi) Such pay-off letters and, if applicable, applicable forms of lien discharge on or before the Closing Date to the extent that the Company has any Indebtedness existing at Closing, in such form as Buyer may reasonably request;

(xii) Seller shall either pay the Transaction Expenses in full at Closing, or make arrangements for prior payment of all other Transaction Expenses;

(xiii) Evidence of the consent, approval, authorization, exemption or waiver (including all governmental approvals), each in form and substance satisfactory to Buyer, to the consummation of the Transactions by each party to any Change of Control Contract;

(xiv) Such certificates as provided in Section 7.1(a) and Section 7.1(b).

(xv) Executed Secretary's Certificate as to the resolutions of Seller's directors and stockholders (or as applicable member and managers) authorizing the execution, delivery and performance of all Transactions;

(xvi) A good standing certificate for the Company and, to the extent permitted by the applicable Tax Authority, a certificate of no tax due and other tax clearance certificates for the Company, from its jurisdiction of organization and each jurisdiction in the Company is qualified to do business

as a foreign entity, in each case dated as of a recent date prior to the Closing Date;

(xvii) An executed IRS Form W-9 of Seller;

(xviii) A Membership Interest Redemption Agreement duly authorized by Seller, SB Directional, SAB Holdings, LLC and SEB Holdings, LLC (the "Redemption Agreement"), substantially in the form attached hereto as Exhibit H;

(xix) Each of **[Redacted: Name]** and **[Redacted: Name]** shall execute and deliver to Buyer an employment agreement (each such agreement an "Employment Agreement" or collectively, the "Employment Agreements") with Buyer, substantially in the form attached hereto as Exhibit I-1 and Exhibit I-2; and

(xx) Such other agreements, certificates, instruments and documents as are reasonably required by Buyer in order to effect all Transactions.

(b) At Closing, Buyer shall deliver to Seller (or as indicated, the Cash Escrow Agent or the Shares Escrow Agent, as applicable) the following:

(i) The Initial Cash Purchase Payment payable to Seller in accordance with Section 2.1(b) below;

(ii) To the Shares Escrow Agent, the Consideration Shares;

(iii) To the Shares Escrow Agent, the Escrow Shares;

(iv) The Membership Interest Assignment Agreement duly executed by Buyer;

(v) The Consideration Shares Subscription Agreement, duly executed by Buyer Parent;

(vi) The Consideration Shares Escrow Agreement, duly executed by SB Holdco, Buyer and the Shares Escrow Agent;

(vii) The Escrow Shares Escrow Agreement duly executed by Buyer and the Shares Escrow Agent;

(viii) The Escrow Shares Assignment duly executed by Buyer;

(ix) The Cash Escrow Agreement duly executed by Buyer and Cash Escrow Agent;

(x) The Joinder Agreement duly executed by Buyer;

(xi) The Employment Agreements duly executed by Buyer; and

(xii) To SAB and SEB, the Redemption Notes Amount payable to SAB and SEB in accordance with Section 2.1(b) below.

1.4 Transfer Taxes. Buyer, on the one hand, and Seller, on the other hand, shall each be responsible for and pay fifty percent (50%) of all governmental Taxes, fees and charges applicable to the consummation of the Transactions (including any sales, use and real property transfer Taxes), but excluding any Taxes on or with respect to net income, profits or gains (collectively, "Transfer Taxes"). The parties shall cooperate in good faith to cause all Tax Returns or other filings with respect to all such Transfer Taxes to be filed on a timely basis and otherwise in accordance with applicable Legal Requirements, including by promptly supplying any information in their possession that is reasonably necessary to complete such returns, and the non-paying party shall reimburse the paying party for the costs of any such filings and for any Transfer Taxes for which the non-paying party is responsible that are paid by the paying party or any of its Affiliates. Buyer and Seller agree to reasonably cooperate to mitigate or reduce such Transfer Taxes to the extent permitted by applicable Legal Requirements. Notwithstanding the foregoing, Seller's share of Transfer Taxes (exclusive of Governmental Authority penalties, interests, or similar charges) shall not exceed $**[Redacted: Dollar Amount]**.

1.5 Tax Clearance Certifications. To the extent consistent with applicable Legal Requirements, Seller shall notify the Tax Authorities in the jurisdictions that impose Taxes on the Company or where the Company has a duty to file Tax Returns in connection with the Transactions in the form and manner required by such Tax Authorities. If any Tax Authority asserts that the Company is liable for any pre-Closing Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to Buyer that such Liabilities have been paid in full or otherwise satisfied.

2. PURCHASE PRICE.

2.1 Delivery of Purchase Price.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing Buyer shall acquire the Membership Interests, free and clear of all Encumbrances (other than Permitted Encumbrances), for an aggregate purchase price of $44,000,000.00 to be paid to Seller in accordance with this Agreement (the "Purchase Price"), comprised of (i) a cash payment at Closing equal to $30,000,000.00 (the "Cash Consideration"), *less* the aggregate amount of all Indebtedness of the Company outstanding on the Closing Date, *less* the aggregate amount of Transaction Expenses of the Company including any attributable to change of control payments and brokerage fees, *less* the Cash Escrow Amount, *less* the Redemption Notes Amount (collectively, the "Initial Cash Purchase Payment"), *plus* the Proration Amount if such amount is a positive number, and *less* the Proration Amount if such amount is a negative number and (ii) an amount of Buyer Parent Shares having a value of $14,000,000.00, valued using the Share Valuation Methodology as of the Agreement Date, (the "Consideration Shares"). The Purchase Price is subject to adjustment as provided in Section 2.9, Section 2.10, and Section 9.7.

(b) At the Closing, subject to the terms and conditions of this Agreement, (i) the Initial Cash Purchase Payment shall be paid by Buyer to Seller by wire transfer of immediately available funds into an account designated in writing by Seller at least two (2) days prior to the Closing Date (the "Seller Account"), (ii) at the direction of Seller, the Buyer Parent shall deliver to the Shares Escrow Agent the Consideration Shares calculated in accordance with Section 2.1(a), and (iii) the Redemption Notes Amount shall be paid by Buyer to SAB and SEB by wire transfer of immediately available funds into accounts designated in writing by Seller at least two (2) days prior to the Closing Date.

(c) Buyer Parent will issue the Consideration Shares in the name of the Seller and deliver them to the Shares Escrow Agent in accordance with the Consideration Shares Escrow Agreement. The Consideration Shares so delivered shall include $5,000,000.00 of Consideration Shares rounded to the nearest whole Share (calculated using the Share Valuation Methodology as of the Agreement Date) (each such Consideration Share therein, a "Holdback Share", and such Holdback Shares, including any earnings thereon, if any, shall comprise the "Holdback Fund") and will be subject to the right of offset for any Losses incurred by any Buyer Indemnified Person on or before the date that is fifteen (15) months from the Closing Date (the "Holdback Share Release Date") and any extension of such date as described in Section 9.6 below. In the event of any Losses occurring prior to the Holdback Share Release Date, Buyer shall have a right of offset against the Holdback Fund and earnings thereon, which right may be exercised at any time prior to the Holdback Share Release Date, in each case subject to and in accordance with Section 9.6. For purposes of satisfying claims and determining offset rights from the Holdback Fund after Closing and before the Holdback Share Release Date, the value of each Holdback Share shall be deemed to be the greater of (a) the value of a Holdback Share calculated on the Agreement Date using the Share Valuation Methodology, or (b) the value of a Holdback Share calculated on the date of claim satisfaction by release of the Holdback Share from the Holdback Fund.

(d) Buyer Parent will issue the Escrow Shares to SB Holdco and deliver them to the Shares Escrow Agent pursuant to the Escrow Shares Escrow Agreement.

(e) On or before two (2) Business Days after the date hereof, Buyer shall have deposited $1,000,000.00 (the "Deposit") with the Cash Escrow Agent. If Closing occurs, the Deposit will remain with the Cash Escrow Agent and shall become the Cash Escrow Amount for all purposes herein. If Closing does not occur, the Parties shall have the rights with respect to the Deposit set forth herein.

2.2 Cash Escrow Agreement. At Closing, Buyer and Seller shall confirm with the Cash Escrow Agent that the Deposit now constitutes the Cash Escrow Amount pursuant to Section 2.1(e). The Cash Escrow Amount shall be held in escrow by the Cash Escrow Agent pursuant to the Cash Escrow Agreement. All administrative fees and expenses of the Cash Escrow Agent shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The positive difference, if any, between (A) the Cash Escrow Amount, *minus* (B) all amounts actually paid out of the Cash Escrow Amount to resolve claims for Losses in accordance with Article 9, *minus* (C) any amount necessary to satisfy unresolved, unsatisfied or disputed claims for Losses in accordance with Article 9, shall be released to Seller or Buyer, as applicable, as soon as reasonably practicable (but

in any event within ten (10) Business Days) following the Cash Escrow Expiration Date in accordance with Section 9.7.

2.3 Closing Statement. At least three (3) Business Days prior to the Closing, Seller shall provide Buyer with a written statement executed by the Manager of the Company, setting forth Seller's good faith estimated written calculations (the "Estimated Closing Statement") with sufficient supporting detail of the foregoing to facilitate Buyer's review of such estimates: (i) the Indebtedness of the Company outstanding at Closing, (ii) Cash on Hand of the Company outstanding as of the Closing Date, (iii) Current Assets of the Company as of the Closing Date, (iv) Current Liabilities of the Company as of the Closing Date, (v) the Proration Amount, and (vi) the Transaction Expenses in connection with Closing, each of the preceding items as of immediately prior to the Closing. The calculation of the Estimated Closing Statement shall be prepared in accordance with the accounting principles used in the Financial Statements. The components of, and methodology for, the preparation and presentation of the Estimated Closing Statement shall use the categories set forth on Schedule 2.3. Seller agrees that it will consider in good faith Buyer's pre-Closing comments to the Estimated Closing Statement.

2.4 Proration Amount. The Buyer and Seller agree that the Proration Amount shall be comprised solely of the items listed on Schedule 2.3. Within sixty (60) days after the Closing Date, Buyer shall deliver to Seller a statement (the "Final Closing Statement") showing Buyer's calculation of all amounts included in the Estimated Closing Statement at Closing (including the Proration Amount) and the amount by which the Cash Consideration is to be adjusted, prepared in accordance with the accounting principles, consistent with the Financial Statements, and the components of, and methodology as illustrated on Schedule 2.3. The amounts in the Final Closing Statement as finally determined pursuant to this Section 2.4 shall result in the determination of the "Final Closing Consideration". Buyer shall, and shall cause its Affiliates to, provide Seller and its Representatives with reasonable access upon reasonable prior notice (i) to the books, records, final work papers and other similar documents solely to the extent pertaining to or used in connection with preparation of the Final Closing Statement and (ii) the Buyer's and its Affiliate's employees and independent contractors involved in the preparation and calculation of the Final Closing Statement, as reasonably requested by the Seller, in each case, in a manner so as not to unreasonably interfere with the normal business operations of Buyer. If the Seller has any objections to the Final Closing Statement, the Seller shall deliver to Buyer a statement setting forth in reasonable detail each objected item or amount (each such objected or disputed item a "Disputed Item") and the basis for such objection, together with supporting calculations (an "Objection Statement") within thirty (30) days after delivery of the Final Closing Statement to the Seller (the "Objection Period"). If an Objection Statement is not delivered to Buyer during the Objection Period, the Final Closing Statement and the resulting calculation of Final Closing Consideration shall be final, conclusive, binding and non-appealable by the Parties. The Seller and Buyer shall negotiate in good faith to resolve any Disputed Items, but if they do not reach a final resolution within thirty (30) days after the delivery of the Objection Statement, the Seller and Buyer shall jointly submit such remaining Disputed Items to an independent certified public accounting firm of national or regional standing, mutually agreed to by Buyer and the Seller that does not have a current material relationship with the Seller or Buyer or their respective Affiliates (and has not had such a material relationship within the two (2) years preceding the Closing Date) (the "Accounting Firm"). Any further submissions to the Accounting Firm must be written and delivered to each Party to the dispute. The Accounting Firm shall be given reasonable access to all of the relevant

records of the Seller and Buyer to resolve any dispute regarding the Final Closing Statement, which determination with respect to any disputed matters in the Final Closing Statement shall be submitted in writing to the Buyer and Seller within twenty (20) Business Days following the Accounting Firm's selection. The Accounting Firm shall address only those items properly disputed in accordance with this Section 2.4, and the Accounting Firm shall make its determination as to any Disputed Items within the dollar ranges set forth in the Final Closing Statement delivered by Buyer and the Objection Statement delivered by the Seller. Absent manifest error or fraud, the determination of the Accounting Firm shall be final, conclusive, binding and non-appealable by the Parties. The fees and expenses of such Accounting Firm incurred in resolving the disputed matters shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer; provided, however, that if the difference between the Final Closing Consideration that would have resulted from the use of the proposed calculation of one of the Parties as set forth in the Final Closing Statement or the Objection Statement, as the case may be (the "Erroneous Party") compared to the final determination of the Final Closing Consideration by the Accounting Firm is greater than two times the difference between the Final Closing Consideration that would have resulted from the use of the other Party's proposed calculations compared to the final determination of the Final Closing Consideration by the Accounting Firm, the Erroneous Party shall pay all of the fees and expenses of the Accounting Firm.

2.5 Post-Closing Adjustment Payment.

(a) If the Final Closing Consideration is less than the Estimated Closing Consideration (the absolute value of such difference, the "Deficit Amount"), Seller and Buyer will promptly (but in any event within five (5) Business Days following the final determination of the Final Closing Consideration pursuant to Section 2.4) sent joint written instructions to the Cash Escrow Agent to pay the Deficit Amount from the Cash Escrow Amount to such bank account as Buyer shall designate in writing to Cash Escrow Agent; or

(b) If the Final Closing Consideration is greater than the Estimated Closing Consideration (the absolute value of such difference, the "Excess Amount"), Buyer will promptly (but in any event within five (5) Business Days following the final determination of the Final Closing Consideration pursuant to Section 2.4) pay the Excess Amount by wire transfer of immediately available funds to such bank account(s) as Seller shall designate in writing to Buyer.

2.6 Resale Restrictions of Consideration Shares. Seller hereby acknowledges that all of the Consideration Shares will be subject to restrictions on resale in the following aggregate amounts and until the following dates:

(a) $7 million of the Consideration Shares delivered at the Closing shall be subject to restrictions on resale until the date that is twelve (12) months after the Closing Date, unless otherwise agreed by Buyer;

(b) the Holdback Shares shall be subject to restrictions on resale until the date that is twenty-four (24) months after the Closing Date, unless otherwise agreed by Buyer; and

(c) all other Consideration Shares delivered at the Closing shall be subject to restrictions on resale until the date that is twenty-four (24) months after the Closing Date, unless otherwise agreed by Buyer.

At any time prior to the Holdback Share Release Date and during such time as the Consideration Shares are subject to the restrictions on resale set forth in this Section 2.6, Seller shall not directly or indirectly sell, deal in, assign, transfer, set over, dispose of or create any Encumbrance on any of the Consideration Shares still subject to such restrictions, in any manner whatsoever, or agree to do any of the foregoing, or enter into any transaction which would have the effect of vesting beneficial ownership of the Consideration Shares in another party. Seller further acknowledges that the share certificates (or other evidence of ownership) evidencing the Consideration Shares issued under this Agreement will contain restrictive legends to reflect the application of these resale restrictions, in addition to any legends required pursuant to Applicable Securities Laws. Upon the written request of Seller, the restrictions on the Consideration Shares may be lifted and such shares would be freely tradeable, if so agreed to in writing by Buyer in its commercially reasonable discretion, having regard to Buyer Parent's status as a publicly traded company and the lifting of such restrictions is in compliance with all Applicable Securities Laws. Upon the expiration or lifting of the transfer restrictions on the Consideration Shares, the Parties shall cooperate to reasonably locate transfer services for Seller's sale of such Consideration Shares. The Consideration Shares that comprise the Holdback Fund are subject to Section 2.1(c).

2.7 Resale Restrictions on Escrow Shares. The Escrow Shares will be subject to restrictions applicable to each ultimate recipient thereof under separate agreement.

2.8 Allocation. For purposes of complying with the requirements of Section 1060 of the Code and the Treasury Regulations promulgated thereunder and any similar provision of state, local or foreign law, as appropriate, the consideration for the Membership Interests (and any liabilities of the Company, capitalized costs and other relevant items treated as consideration for applicable Tax purposes), if any, shall be allocated among the assets of the Company in accordance with their respective fair market values in accordance with a statement (the "Allocation") provided by Buyer to Seller as soon as practicable after the Closing, which statement shall be prepared in accordance with the provisions of Section 1060 of the Code and the principles as set forth on Schedule 2.8 and shall be binding upon Buyer and Seller for all Tax purposes. Each of Buyer and Seller further agree that (a) it shall use the Allocation in filing all required forms under Section 1060 of the Code and all Tax Returns, including IRS Form 8594, and (b) it will not take any position inconsistent with such Allocation. Seller and Buyer agree to consult with each other with respect to all issues related to the Allocation in connection with any Tax audits, controversies, or litigation.

2.9 Withholding. Notwithstanding anything to the contrary in this Agreement, upon prior consent of Seller, not to be unreasonably withheld (and to the extent Seller so withholds consent, and Buyer reasonably disagrees, Buyer may withhold the payment of any amounts otherwise payable hereunder to which Seller's consent relates until the matter is resolved), Buyer shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement all Taxes Buyer may be required to deduct and withhold under any provision of applicable Legal Requirements. To the extent that the agreed amounts are so deducted and withheld by Buyer, and remitted to the appropriate Tax Authority, such amounts shall be treated

for all purposes of this Agreement as having been paid by Buyer to the Person in respect of which such deduction and withholding was made. To the extent that the deducted amounts are not remitted to the respective Tax Authority identified on Schedule 2.9, Buyer shall remit such unpaid amount to Seller, and Seller shall be responsible for the payment of the remaining amounts due, if any, to the Tax Authority. Each Party shall use commercially reasonable efforts to cooperate with each other, as and to the extent reasonably requested by the other Party, to minimize or eliminate any potential deductions and withholdings that Buyer, or any other applicable withholding agent on behalf of Buyer, may believe is required to be made under applicable Legal Requirements.

2.10 Right of Set-off. Notwithstanding anything to the contrary set forth herein or in any other Transaction Document, and in addition to the further provisions of Section 9.6, Buyer and Buyer Parent shall have the right to withhold and set off against any amount otherwise due to be paid to Seller pursuant to this Agreement or any other Transaction Document (including the release of any Holdback Shares prior to the Holdback Share Release Date); *provided, however*, that prior to Buyer withholding and setting off any amount due to any Seller or their respective Affiliates hereunder from any amount owed by Buyer or Buyer Parent pursuant to this Agreement, Buyer shall provide Seller with written notice regarding such withholding and set-off.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby makes the following representations and warranties to Buyer:

3.1 Organization. Seller is a limited liability company duly formed, validly existing and in good standing under the laws of its jurisdiction of formation as set forth on Schedule 3.1. Seller is duly qualified and in good standing as a limited liability company in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary. Seller has delivered to Buyer complete and correct copies of its certificate of incorporation and bylaws or certificate of formation and company agreement including all amendments thereto. Seller has the requisite power and authority to execute and deliver this Agreement and the other documents, exhibits, certificates, instruments and agreements contemplated hereby (collectively, the "Transaction Documents") to which it is a party and to carry out all actions required of it pursuant to the terms of the Transaction Documents. Other than the Company, and as of Closing, the Excluded Entity, Seller has no Subsidiaries, and has not had any Subsidiaries.

3.2 Approvals; Binding Effect. Seller has obtained all necessary authorizations and approvals from its directors, stockholders, managers and members required for the execution and delivery of the Transaction Documents to which it is a party and the consummation of all transactions contemplated thereby in accordance with its governing documents. Each of the Transaction Documents to which Seller is a party has been duly executed and delivered by such member and constitutes the legal, valid and binding obligation of Seller enforceable against it in accordance with its terms, except where the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

3.3 Non-Contravention. Except as set forth on Schedule 3.3, the execution and delivery by the Seller of the Transaction Documents to which it is a party and the consummation by the

Seller of the transactions contemplated thereby will not (a) violate or conflict with any provision of the governing documents of Seller; or (b) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrance upon any property of Seller pursuant to (i) any agreement or instrument to which such of the Seller is a party or by which Seller or any of its properties is bound or to which Seller or any of its properties are subject, or (ii) any Legal Requirements applicable to Seller.

3.4 Title to Membership Interests. Seller owns, beneficially and of record, good, valid and marketable title to all of the membership interests of SB Directional and will, as of immediately prior to the Closing own, beneficially and of record, good, valid and marketable title to all of the Membership Interests, in each case, free and clear of any Encumbrances, and at the Closing shall convey to Buyer good, valid and marketable title to all such Membership Interests, free and clear of any Encumbrances or restrictions on transfer, other than as set forth in the Securities Act, or any Applicable Securities Law. There are no agreements or commitments of Seller to transfer or sell to any Person any Membership Interests (except to Buyer as contemplated by this Agreement). Other than this Agreement and the Organizational Documents of the Company, there are no Contracts, commitments, understandings, arrangements or restrictions (other than as set forth in the Securities Act or in any Applicable Securities Law and with respect to Indebtedness from which the Company will be released at or prior to the Closing) to which Seller is a party or by which Seller is bound relating to any of the Membership Interests.

3.5 Litigation, Actions, Proceedings and Claims. Except as set forth on Schedule 3.5 hereto, no action, suit, proceeding, investigation or other claim is pending or, to the Knowledge of Seller, threatened, relating to or affecting any of the Membership Interests, the Business of SB Directional or immediately prior to the Closing, the Company, or which questions the validity of any of the Transaction Documents or challenges any of the Transactions contemplated thereby. To the Knowledge of Seller, there is no basis for, nor are there any facts or circumstances that would give rise to or otherwise permit, any action, suit, proceeding, investigation or claim with respect to any of the foregoing.

3.6 Brokers. Except as set forth on Schedule 3.6, Seller has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the sourcing, negotiation or consummation of the Transactions and no compensation is due to any of the foregoing.

3.7 Solvency. Immediately after giving effect to the Transactions, Seller shall be Solvent.

3.8 No Other Representations and Warranties. Except for the representations and warranties contained in the Transaction Documents (including the related portions of the Disclosure Schedules), Seller, nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Membership Interests furnished or made available to Buyer or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from Legal Requirements.

4. REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COMPANY.

Seller hereby makes the representations and warranties in this Article 4 to Buyer.

4.1 Organization of the Company; Authority. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of its jurisdiction of formation as set forth on Schedule 4.1. The Company is duly qualified and in good standing as a limited liability company in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary. The Company has delivered to Buyer complete and correct copies of its respective certificate of formation and company agreement including all amendments thereto. The Company has all requisite power and authority to carry on the Business as such business is now conducted. The Company has the requisite power and authority to execute and deliver each Transaction Document to which it is a party and to carry out all actions required of it pursuant to the terms of the Transaction Documents. The Company does not have any Subsidiaries, nor has had any Subsidiaries. There are no changes approved or planned with respect to the organizational structure of the Company prior to Closing other than with respect to the Pre-Closing Restructuring Transactions required under the Agreement.

4.2 Approvals; Binding Effect. The Company has obtained all necessary authorizations and approvals from its directors, stockholders, managers and members required for the execution and delivery of the Transaction Documents to which it is a party and the consummation of the Transactions in accordance with its governing documents. Each of the Transaction Documents to which the Company is a party has been duly executed and delivered by such member and constitutes the legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, except where the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

4.3 Non-Contravention. Except as set forth on Schedule 4.3, the execution and delivery by the Company of the Transaction Documents to which it is a party and the consummation by the Company of the Transactions will not (a) violate or conflict with any provision of the governing documents of Seller; or (b) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrance upon any property of Seller pursuant to (i) any agreement or instrument to which Seller is a party or by which Seller or any of its properties is bound, or (ii) any Legal Requirements applicable to Seller.

4.4 Governmental Authorities. Except as set forth on Schedule 4.4, no consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority (foreign, federal, state or local) is required for the execution and delivery by the Company of the Transaction Documents to which it is a party or for the consummation by the Company of the Transactions. The Company does not have any operations, own any assets, have any supplier or customer transactions, or any other activities of any kind or nature that would subject the Membership Interests or the Business to the Legal Requirements or Tax Authority of any jurisdiction outside of the United States of America.

4.5 Capitalization. The entire authorized, issued and outstanding equity interests of the Company is as set forth on Schedule 4.5. All of the outstanding equity interests of the Company have been duly authorized, validly issued, and are fully paid and non-assessable. All of the outstanding equity interests of the Company are held of record and beneficially owned by the Persons listed on Schedule 4.5. There are no options or warrants for, or instruments convertible into, equity interests of the Company and no preemptive rights or other similar rights in respect of any equity interest in the Company.

4.6 Financial Statements. The Company has delivered the following financial statements (the "Financial Statements") to Buyer, which are attached as Schedule 4.6 hereto: (a) the audited consolidated balance sheets of the Company as of the fiscal years ended December 31, 2023 and 2024 (collectively, the "FY 2023-2024 Balance Sheets"), and the unaudited consolidated balance sheet of the Company as of the fiscal year ended December 31, 2025 (the "FY 2025 Balance Sheet", and together with the FY 2023-2024 Balance Sheets, collectively, the "Year End Balance Sheets") and (b) the consolidated statements of income of the Company as of the fiscal years ended December 31, 2023 and 2024 (collectively, the "FY 2023-2024 Income Statements"), and the unaudited consolidated income statement of the Company as of the fiscal year ended December 31, 2025 (the "FY 2025 Income Statement", and together with the FY 2023-2024 Income Statements, collectively, the "Year End Income Statements"). Except as set forth on Schedule 4.6, each of the Financial Statements (x) were prepared in accordance with the book and records of the Company, which books and records are correct and complete in all material respects, subject, in the case of the FY 2025 Income Statement and FY 2025 Balance Sheet, to adjustments in the ordinary course that are not, individually or in the aggregate, material; (y) are true and complete and have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the FY 2025 Income Statement and FY 2025 Balance Sheet, to normal year-end adjustments and the absence of notes (that, if presented, would not differ materially from those prepared in accordance with and presented in the audited Financial Statements); and (z) fairly and accurately present the financial condition of the Business and changes in financial condition as of the respective dates they were prepared and the results of operations of the Business for the periods indicated. Except as set forth on Schedule 4.6, the Accounts Receivable and Accounts Payable of the Company included in the Financial Statements have been properly recognized in accordance with GAAP.

4.7 No Undisclosed Liabilities. Except to the extent (a) expressly reflected on or adequately reserved against in the FY 2025 Balance Sheet, (b) incurred in the ordinary course of business after the date of the FY 2025 Balance Sheet, and either discharged prior to Closing or reflected or reserved against on the Estimated Closing Statement, or (c) described on Schedule 4.7 hereto, the Company does not have any Liabilities, other than (x) Liabilities incurred in the ordinary course performance of obligations with respect to the Company Contracts (unrelated to breach, default, or violation of any such Company Contract) that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with GAAP, (y) Liabilities incurred in connection with the Transactions that are included as Transaction Expenses in the Certificate of Indebtedness and Transaction Expenses, and (z) Liabilities disclosed on Schedule 4.7.

4.8 Absence of Certain Changes. Except as set forth on Schedule 4.8, since June 30, 2025 (the "Lookback Date"), the Company has carried on its business only in the ordinary course,

and there has not been (a) any material change in the assets, liabilities, sales, income or business, of the Company than changes in the ordinary course of business; (b) any acquisition or disposition by the Company of any asset or property other than in the ordinary course of business; (c) any material damage, destruction or loss, whether or not covered by insurance, of the Business Assets that cannot be repaired or replaced in the ordinary course; (d) any change in the compensation or other benefits payable or to become payable by the Company to any of its managers, directors, officers or employees, any bonus payments made to or the entry into any severance, deferred compensation or similar compensatory arrangements with any of them other than pursuant to existing agreements, plans or policies disclosed on Schedule 4.8; (e) any forgiveness or cancellation of any Indebtedness or claim by the Company or any waiver of any right of material value; (f) any entry by the Company into any transaction or Contract other than in the ordinary course of business except for the Transactions; (g) any incurrence by the Company of any Indebtedness or Liabilities, whether absolute, accrued, contingent or otherwise (including Liabilities as guarantor or otherwise with respect to obligations of others), other than Liabilities incurred in the ordinary course of business; (h) any Encumbrance on any of the assets, tangible or intangible, of the Company, except for Permitted Encumbrances; (i) any discharge or satisfaction by the Company of any Encumbrance or payment by the Company of any obligation or Liability (fixed or contingent) other than (A) current liabilities included in the FY 2025 Balance Sheet, and (B) current liabilities incurred since the date of the FY 2025 Balance Sheet in the ordinary course of business; or (j) any Contract to do any of the foregoing, or any action or omissions that would result in any of the foregoing.

4.9 Litigation, Actions, Proceedings and Claims. Except as set forth on Schedule 4.9 hereto, no action, suit, proceeding, investigation or other claim is pending or, to the Knowledge of Seller, threatened, relating to or affecting any of the Business Assets, the Business of the Company, or which questions the validity of any of the Transaction Documents or challenges any of the Transactions. To the Knowledge of Seller, there is no basis for, nor are there any facts or circumstances that would give rise to or otherwise permit, any action, suit, proceeding, investigation or claim with respect to any of the foregoing.

4.10 Legal Compliance; Permits. Except as set forth on Schedule 4.10, the Company has, in connection with the conduct of the Business, complied in all material respects with, and is in compliance with, in all material respects (a) all Legal Requirements and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to the Business or the Business Assets, and (b) all terms and provisions of all Permits and Contracts relating to the Business or the Business Assets to which the Company is a party or by which such assets are bound. Neither the Company nor any of its directors, managers, officers or employees has committed, been charged with, or to the Knowledge of Seller been under investigation with respect to, nor does there exist any violation of any provision of any Legal Requirements in respect the Company or any of its assets. In the conduct of its business, the Company, nor any of its directors, managers, officers, employees or agents, has not (x) directly or indirectly, given, or agreed to give, any illegal gift, contribution, payment or similar benefit to any supplier, customer, governmental official or employee or other Person with intention to make, any illegal contribution or reimbursed any illegal political gift or contribution to any candidate for federal, state, local or foreign public office or (y) established or maintained any unrecorded fund or asset or made any false entries on any books or records for any purpose. The Company has been duly granted all Permits under all Legal Requirements necessary for the conduct of the

Business and the lawful occupancy and use of the Leased Real Property. Schedule 4.10 sets forth a list of the material Permits relating to the Business or the Business Assets. Except as disclosed on Schedule 4.10, (i) the Permits are valid and in full force and effect, and (ii) the Company is not in breach or violation of, or default under, any such Permit, and to the Knowledge of Seller, no basis exists which, with notice or lapse of time or both, would constitute any such breach, violation nor default. True and complete copies of such Permits have been delivered to Buyer.

4.11 Business Assets; Sufficiency.

(a) The Company is the lawful owner of and has good, marketable, and valid title (which includes valid title to a leaseholder interests, licensed interests, or other contractual interests, if applicable) to all of the Business Assets, and has the full right to the Business Assets, free and clear of any Encumbrances (other than Permitted Encumbrances), without the need to obtain the consent or approval of any third party except as set forth on Schedule 4.3 or Schedule 4.4 hereto. The Business Assets constitute all of the material assets which are sufficient for conducting the Business as it is conducted in the ordinary course of business. Except for (i) liens securing the Indebtedness and Transaction Expenses to be discharged at or prior to the Closing and (ii) Permitted Encumbrances, the Company has not granted any security interests, liens, claims, charges, options, mortgages, debts, leases (or subleases), conditional sales agreements, title retention agreements, encumbrances of any kind, material defects as to title or restrictions against the transfer or assignment thereof (each, an "Encumbrance", and collectively, "Encumbrances") on the Business Assets. At and as of the Closing, Buyer will have, good and valid record and marketable title to all of the Business Assets, free and clear of all Encumbrances other than the Permitted Encumbrances.

(b) Except as set forth on Schedule 4.11(b), the Business Assets are in the possession or control of the Company, and no other Person has a right to possession or claims possession of all or any part of the Business Assets. To the Knowledge of Seller, all of the material Business Assets necessary for the operation of the Business in the ordinary course are in good operating condition and repair (ordinary wear and tear excepted) and are adequate and sufficient to carry on the Business as presently conducted and for the periods represented in the Year End Balance Sheets, reasonably suitable for the purpose for which such Business Assets are currently used by the Company. Since the date of the FY 2025 Balance Sheet, the Company has not intentionally deferred any maintenance or repair on any of the Business Assets.

4.12 Real Property. The Company does not own any real property, and the Company is not a party to any Contract to purchase any real property or any interest therein. Schedule 4.12 hereto sets forth a complete and accurate list of (a) all real property formerly owned by the Company, with its date of sale, and (b) all real property leased by the Company and used in connection with the Business (the "Leased Real Property"). The Company has previously delivered or made available to Buyer complete copies of each of the leases and, if any, subleases, amendments and guaranties for the Leased Real Property. To the Knowledge of Seller, there are no facts that would adversely affect the possession, use or occupancy of any Leased Real Property, and no portion of the Leased Real Property is currently subject to condemnation proceedings, and, to the Knowledge of Seller, no condemnation or taking is threatened or contemplated. Except as

set forth on Schedule 4.12 with respect to the Real Property Leases, (i) the Company has a valid leasehold interest in such lease, free and clear of any and all Encumbrances other than Permitted Encumbrances, (ii) there are no parties (other than the Company) in possession of any portion of the Leased Real Property, (iii) the Company has not entered into any written sublease, assignment, mortgage, license, option, right, concession or other agreement or arrangement with respect to such leases or granted to any third party the right to use or occupy the Leased Real Property or any portion thereof or interest therein and (iv) each Real Property Lease is in full force and effect, the Company is not in breach of any of the material provisions of any such Real Property Lease, nor to the Knowledge of Seller, is any other party to any such Real Property Lease in default thereunder. The improvements on the Leased Real Property are in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted, and are adequate for the purposes for which they are presently being used.

4.13 Environmental Matters. Except as set forth on Schedule 4.13:

(a) To the Knowledge of Seller, neither the Company nor any operator of any real property leased or operated by the Company in connection with the Business, is or has been, in violation or alleged violation of any judgment, decree, order, law, license, rule or regulation pertaining to environmental matters, including without limitation those arising under any federal, state or local statute, regulation, ordinance, order, decree or any other Legal Requirement relating to health, safety or the environment (collectively, "Environmental Laws");

(b) Seller has not received notice from any Person, including without limitation any foreign, federal, state or local governmental authority, with respect to the Business and the Business Assets, (i) that the Company has been identified by the United States Environmental Protection Agency ("EPA") as a potentially responsible party for contamination at the leased real property under any Environmental Laws; (ii) that the Company has been required by any governmental authority to conduct any remedial investigation, removal or other response action under applicable Environmental Laws as a result of Hazardous Substances generated, transported or disposed of by the Company; or (iii) that the Company is or, to the Knowledge of Seller, shall be a named party to any claim, action, cause of action, complaint, legal or administrative proceeding arising out of any third party's incurrence of costs, expenses, losses or damages in connection with the release of Hazardous Substances;

(c) To the Knowledge of Seller, no portion of any real property presently or formerly leased or operated by the Company in connection with the Business or the Business Assets has been used for the handling, manufacturing, processing, storage or disposal of Hazardous Substances except in accordance with applicable Environmental Laws; and no underground tank or other underground storage receptacle for Hazardous Substances is located on such properties which has been owned or operated by the Company. To the Knowledge of Seller, in the course of any activities conducted by the Company, no Hazardous Substances have been generated or are being used on any real property presently or formerly leased or operated by the Company except in accordance with applicable Environmental Laws. To the Knowledge of Seller, the Leased Real Property do not require any response, remedial or removal actions to address releases of

Hazardous Substances to address any contamination in groundwater, surface water, soil, sediment and air contamination, and such properties do not contain any Hazardous Substances, except in each case to the extent that the presence of Hazardous Substances on such properties does not violate any applicable Environmental Laws. There have been no releases or threatened releases of Hazardous Substances on, upon, into or from any real property presently or formerly owned, leased or operated by the Company, except in accordance with applicable Environmental Laws;

(d) To the Knowledge of Seller, no real property presently or formerly leased or operated by the Company shall be subject to any applicable environmental cleanup responsibility law or environmental restrictive transfer law or regulation, by virtue of the Transactions;

(e) The Company has made available to Buyer complete and accurate copies of all material environmental reports, environmental site assessments and other material environmental documents which are in the possession of the Company which contain material information with respect to potential environmental liabilities associated with any real property presently or formerly leased or operated by the Company in connection with the Business and the Business Assets relating to compliance with Environmental Laws or the environmental condition of such properties.

4.14 Contracts.

(a) "Material Company Contracts" means each of the following Contracts of the Company (x) by which any of the Business Assets are bound or affected or (y) to which the Company is a party or by which it is bound in connection with the Business or the Business Assets:

(i) all Contracts (other than completed purchase orders) involving aggregate consideration in excess of $50,000.00 or requiring performance by any party more than one year from the date hereof, which, in each case, cannot be cancelled without penalty or without more than ninety (90) days' notice;

(ii) all Contracts that relate to the sale of any of the Business Assets other than service contracts entered into in the ordinary course of business;

(iii) all Contracts that relate to the acquisition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) except for agreements relating to trade payables, all Contracts relating to Indebtedness of the Company (including, without limitation, guarantees and bonds);

(v) all Contracts relating to any partnership, joint venture or similar agreement relating to the Business Assets or the Business;

(vi) all Contracts that provide for the indemnification of any Person related to the Business Assets or the Business (other than Contracts entered into in the ordinary course for which indemnity is not a primary purpose);

(vii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than ninety (90) days' notice;

(viii) all requirements or exclusive dealings contracts, and all contracts which require the Company to refrain from competing in any manner (by territory, by customer or otherwise);

(ix) all Contracts with Customers;

(x) all Contracts (other than completed purchase orders not subject to binding master service or purchase agreements) with Suppliers with a value of greater than $100,000;

(xi) all leases of the Company, noting each such lease as capital or operating, and including the Real Property Leases and Personal Property Leases;

(xii) all Contracts with any Affiliate of the Company;

(xiii) all collective bargaining agreements or Contracts with any labor organization, union or association;

(xiv) all Contracts with any Governmental Authority;

(xv) all agreements evidencing ownership or right to use Intellectual Property; or

(xvi) all Change of Control Contracts.

(b) Schedule 4.14 sets forth a true, complete and accurate list of the Material Company Contracts as of the date of this Agreement. The Company has delivered or made available to Buyer true, correct and complete copies of each Material Company Contract, together with all modifications and supplements thereto. Each Material Company Contract is in full force and effect, the Company is not in breach of any of the material provisions of any such Contract, nor to the Knowledge of Seller, is any other party to such Contract in breach or default thereunder, nor does any event or condition exist which with notice or the passage of time or both would constitute a breach or default thereunder. The Company has, in all material respects, performed all material obligations required to be performed by it to date under each such Contract. Subject to obtaining any necessary consents by the other party or parties to any such Contract (x) each is enforceable against each party to such contractual obligation, and is in full force and effect in accordance with the express

terms thereof and will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Transactions, and (y) no Contract includes any written provision (or to the Knowledge of Seller, any oral provision) the effect of which may be to enlarge or accelerate any obligations of Buyer to be assumed or transferred thereunder or give additional rights to any other party thereto in any material respect or will cause the Contract to terminate or lapse by reason of the Transactions.

(c) The Material Company Contracts represent all of the Contracts necessary to conduct the Business and operations of the Company as currently conducted. Except as set forth on Schedule 4.14(c), the Company is not a party to or bound by any Contract (whether written or oral) containing any covenant prohibiting the Company from competing in any business of any kind in any territory or from competing with any Person, or in any manner prohibiting the Company from doing any kind of business with any Person.

4.15 Indebtedness. Except for Indebtedness described on the Certificate of Indebtedness and Transaction Expenses, the Company does not have any Indebtedness outstanding at the Closing Date that is secured by, or otherwise encumbers or impairs, any of the Business Assets or the Business. The Company is not in default with respect to any outstanding Indebtedness or any instrument relating thereto. Complete and correct copies of all instruments (including all amendments, supplements, waivers and consents) relating to such Indebtedness of the Company have been furnished to Buyer.

4.16 Inventories. Inventories included in the Business Assets were acquired or produced in the ordinary course of business and, to the Knowledge of Seller, are usable or saleable in the ordinary course of business. All Inventories are owned by the Company free and clear of all Encumbrances (other than Permitted Encumbrances), and no Inventories are held on a consignment basis. All Inventories are located at the Leased Real Property or are located on (or in transit to or from) an open job site. Notwithstanding the Allocation with respect to "Class V" assets, Seller makes no representation or warranty as to resale value, replacement value, or condition of the Company's various items of equipment, tools, tooling, supplies, and parts.

4.17 Material Customers and Suppliers.

(a) Schedule 4.17(a) sets forth (i) the name of each of the top ten (10) customers of the Company by revenue for each of the twelve-month periods ended as of December 31, 2023, December 31, 2024 and December 31, 2025 (the "Customers"). Except as set forth in Schedule 4.17(a), within the twelve-month period ended as of the Closing Date, other than with respect to Contracts or arrangements which by their terms have expired or for which no election to renew was made, none of the Customers have canceled or otherwise terminated its relationship with the Company.

(b) Schedule 4.17(b) sets forth the name of each of the top ten (10) suppliers to the Company by expense for each of the twelve-month periods ended as of December 31, 2023, December 31, 2024 and December 31, 2025 (the "Suppliers"). Except as set forth in Schedule 4.17(b), within the twelve month period ended as of the Closing Date, other than with respect to Contracts or arrangements which by their terms have expired or for

which no election to renew was made, none of the Suppliers have canceled or otherwise terminated its relationship with the Company.

(c) (i) The Company does not hold any certifications or claim any designations regarding its status as a small business, disadvantaged business, woman-owned business, minority-owned business, historically underutilized business (HUB) or similar certifications relating to the ownership or size of the Company ("Certifications"), (ii) the Company does not have currently or have not in the past five (5) years, had any customer or supplier contracts, purchase orders or agreements whereby the Company has been required to hold Certifications or affirmatively stated or represented it holds such Certifications, or otherwise claimed a small business, woman-owned, minority-owned, HUB or similar designation, and (iii) the loss of any such Certifications or designation as a result of the consummation of the Transactions will not adversely affect the relationship of the Business with any of the Company's suppliers or customers.

4.18 Intellectual Property; Data Security and Privacy.

(a) Schedule 4.18(a) hereto sets forth a complete and accurate list of all Intellectual Property held by the Company, including (i) all Intellectual Property registered in the name of the Company, and all applications therefor, (ii) all other Intellectual Property constituting patents, trademarks, trade names, domain names and copyrights used or proposed to be used by the Company in connection with the Business, all applications therefor, and all licenses (as licensee or licensor) and other agreements relating thereto, and (iii) all written or oral agreements relating to other Intellectual Property constituting Technology, know-how and processes which the Company is licensed or authorized by others to use or which the Company has licensed or authorized for use by others. Except to the extent set forth in Schedule 4.18(a), the Company, (x) owns or have the sole and exclusive right to use all Intellectual Property referred to in clause (i) of the preceding sentence, (y) has the right without restriction to use all Intellectual Property referred to in clause (ii) of the preceding sentence, and (z) has the right to use all Intellectual Property used or necessary for the ordinary course of business as presently conducted, and the consummation of the Transactions will not alter or impair, or cause Buyer to incur any additional cost in connection with, any such right. No claims have been asserted against the Company, and no claims are pending, by any Person regarding the use of any such Intellectual Property, or challenging or questioning the validity or effectiveness of any license or agreement, and to the Knowledge of Seller, there is no basis for such claim. The use by the Company of such Intellectual Property in the ordinary course of business does not infringe on the rights of any Person.

(b) None of the Company nor, within the scope of services provided to the Business, any of its employees, contractors or consultants has infringed or made unlawful use of, or is infringing or making unlawful use of, any proprietary or confidential information of any Person. To the Knowledge of Seller, the activities of the Company's employees, contractors and consultants in connection with their employment or engagement do not violate any agreements or arrangements that any such employees, contractors or consultants have with any former employer or any other Person.

(c) To the Knowledge of Seller, the Company has maintained commercially reasonable practices in accordance with industry standards to protect the confidentiality of the Company's confidential information and trade secrets.

(d) To the Knowledge of Seller, the Company's use and dissemination of any personally-identifiable information concerning individuals, including medical records and information, is in compliance with all applicable privacy policies, terms of use, Legal Requirements and contractual obligations applicable to the Company and the Business or to which the Company is bound.

4.19 Taxes. Except as set forth on Schedule 4.19,

(a) All Tax Returns with respect to the Company and any other Person with respect to the assets and operations of the Company required to be filed for any Pre-Closing Tax Period have been timely filed, and all such Tax Returns are true, complete and correct in all respects.

(b) All Taxes due and owing by the Company and any other Person with respect to the assets and operations of the Company (whether or not shown on any Tax Return) for any Pre-Closing Tax Period have been timely paid except where being contested in good faith as described on Schedule 4.19.

(c) The Company and any other Person with respect to the assets and operations of the Company have timely withheld and paid all Taxes required to have been withheld or paid in connection with amounts paid or owing to any employee, creditor, independent contractor or third party and complied with all information reporting and backup withholding provisions in connection therewith. The Company does not have any Liability for Taxes, benefits or compensation as a result of the misclassification of (i) employees as independent contractors or (ii) independent contractors as employees.

(d) All Taxes of the Company with respect to any Pre-Closing Tax Period that are not yet due and payable have been adequately reserved for on the FY 2025 Balance Sheet.

(e) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Company.

(f) No Tax Authority in a jurisdiction where the Company does not file Tax Returns has claimed that the Company is or may be required to file Tax Returns with that Tax Authority, nor, to the Knowledge of Seller, is there any reason to believe a Tax Authority could make such claim.

(g) All deficiencies asserted, or assessments made, against the Company as a result of any examinations by any Tax Authority have been fully paid.

(h) The Company is not a party to any Action by any Tax Authority. There are no pending or, to the Knowledge of Seller, threatened Actions by any Tax Authority against the Company, or any of its Affiliates with respect to the assets or operations of either, nor

has any Tax Authority requested information related to Tax matters that involve the Company or either of its assets or operations.

(i) There are no Encumbrances for Taxes upon any of the assets or operations of the Company, and to the Knowledge of Seller no Tax Authority in the process of imposing any Encumbrances for Taxes (other than for current Taxes not yet due and payable) on the assets or operations of the Company.

(j) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending on or after the Closing Date as a result of any of the following, whether with respect to federal, state, local or foreign Taxes ("Deferred Tax Items"): (i) use of an incorrect method of accounting for a taxable period ending on or prior to the Closing Date; (ii) change in any method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Legal Requirements) executed at or prior to the Closing; (iv) any intercompany transaction occurring or excess loss account existing at or prior to the Closing, in each case, as described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Legal Requirements); (v) installment sale or open transaction disposition made prior to the Closing; (vi) cash method of accounting or long term contract method of accounting utilized prior to the Closing; (vii) prepaid amount received or deferred revenues accrued prior to the Closing; or (viii) election under Section 965 of the Code (or any corresponding or similar provision of state, local or foreign Legal Requirements).

(k) The Company has not (i) been a member of a Combined Group, or (ii) had any Liability for the Taxes of any Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(l) Schedule 4.19(l) lists all jurisdictions where the Company and any other Person have filed Tax Returns with respect to the assets or operations of the Company, including each type of Tax reported and/or paid and the applicable Tax form used to report/file such Taxes on a jurisdiction-by-jurisdiction basis for the six (6) years immediately prior to the Closing Date. The Company does not have a "permanent establishment" in any country, nor does either operate or conduct business through any branch in any country, in each case other than in the United States.

(m) Prior to giving effect to the Pre-Closing Restructuring Transactions, for U.S. federal income tax purposes and for purposes of any state and local taxes that follow U.S. federal income tax principles, (i) the Company is disregarded as an entity separate from Seller, within the meaning of Treasury Regulation Section 301.7701-3(b)(1)(ii), and Seller is other than such an entity disregarded within the meaning of Treasury Regulation Section 301.7701-3(b)(1)(ii).

(n) The Company is not a party to any Tax exemption, Tax holiday or other Tax reduction agreement, approval or order of any Tax Authority.

(o) The Company has not participated in any reportable transaction, as defined in Treasury Regulations Section 1.6011-4(b).

(p) The Company has not (i) agreed to or been required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of any state, local or foreign Legal Requirements or has any knowledge that any Governmental Authority has proposed any such adjustment, or has any application pending with any Governmental Authority requesting permission for any changes in accounting methods, (ii) executed or entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision of applicable Legal Requirements, or (iii) had any other Person undertake any of those items described in (i) or (ii) for or on behalf of the Company.

(q) During the past six (6) years, the Company has not (i) claimed an "employee retention tax credit" under Section 2301 of the CARES Act, (ii) made any election to defer any payroll Taxes under the CARES Act, (iii) taken out any loan, received any loan assistance or received any other financial assistance, or requested any of the foregoing, in each case under the CARES Act, or (iv) had any other Person undertake any of those items described in (i) or (ii) for or on behalf of the Company.

(r) No power of attorney that is currently in force has been granted with respect to any matter relating to Taxes that could affect the Company.

4.20 Employee Matters. Schedule 4.20 hereto sets forth a complete and accurate list as of December 31, 2025, of each employee, consultant and independent contractor of the Company or otherwise providing services to the Business other than service providers who are engaged on a temporary basis through an agreement with a staffing company or agency (each, a "Service Provider"), the date of hire and title of such Service Provider, the rate, character and current amount of the compensation (base pay, bonuses, commissions and benefits) payable to such Service Provider. Schedule 4.20 sets forth a complete and accurate list of each Service Provider that is a Key Employee of the Company. Except as listed in Schedule 4.20 hereto, the Company does not have any employment agreement or consulting agreements, written or oral, with any currently active Service Provider, including any agreement to provide any bonus, commission, equity or phantom equity, severance or benefit to any such Service Provider. Any Service Provider of the Company who, at the Closing Date, is on short or long term disability is accurately listed as such on Schedule 4.20. Except as set forth on Schedule 4.20, the Company is in material compliance with all Legal Requirements respecting employment and employment practices, terms and conditions of employment, immigration, wages and hours, overtime compensation, employee classification and discrimination in employment, and is not engaged in any unfair labor practice. All individuals characterized and treated by the Company as consultants or independent contractors are properly treated as independent contractors in accordance with all Legal Requirements. All employees of the Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. Except as set forth on Schedule 4.20, there is no charge or proceeding pending or, to the Knowledge of Seller threatened against the Company alleging unlawful discrimination in, or other violations of, employment practices

before any court or agency and there is no charge of or proceeding with regard to any unfair labor practice against the Company pending before the National Labor Relations Board or any similar entity. No one has petitioned within the last three (3) years, and no one is now petitioning, for union representation of the Company's Service Providers. None of the Service Providers of the Company are covered by any collective bargaining agreement, and no collective bargaining agreement is currently being negotiated by the Company. Except as listed in Schedule 4.20 hereto, at all times prior to the date of this Agreement, all Service Providers were hired in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), and the Company was in compliance with both the applicable employment verification provisions (including completion and maintenance of I-9s for all employees and the proper confirmation of employee visas, and all related paperwork and documentation requirements) and the applicable anti-discrimination provisions of IRCA. There is no event and there have been no events for which the Company has or in the preceding three (3) years could have any Liability with respect to the WARN Act.

4.21 Employee Benefit Plans.

(a) Except for the arrangements set forth on Schedule 4.21(a), neither the Company nor any of its ERISA Affiliates sponsors, maintains or contributes to and has not in the current or preceding six (6) calendar years sponsored, maintained or contributed to any employee benefit plan, policy, program or arrangement including any pension, profit-sharing, deferred compensation, bonus, fringe benefit, cafeteria plan, vacation or other paid time off, stock option, share appreciation right, severance, group, employment contract, or individual health, dental, medical, life insurance, survivor benefit, or similar plan, policy or arrangement, whether formal or informal or written or unwritten, including any such plan subject to ERISA or the Code ("Benefit Plan") for the benefit of any current or former member, manager, director, officer, consultant or employee of the Company or the Business and the Company does not have nor could have any Liability with respect to any Benefit Plan.

(b) Each of the arrangements and the plan sponsor of each set forth on Schedule 4.21(a) is hereinafter referred to as an "Employee Benefit Plan". The Company has delivered to Buyer true, correct and complete copies of each Employee Benefit Plan and copies of all funding, trusts, and any other agreement or contract related thereto, the most recent 3 years of forms 5500s and all attachments and nondiscrimination testing, the 3 most recent financial statements, the current summary plan descriptions, summary of material modifications, summary of benefits, written descriptions of any unwritten Employee Benefit Plan, forms 1094-C and 1095-C filed for the 3 most recent years, correspondence form any Governmental Authority related to any Employee Benefit Plan and all Internal Revenue Service determination letters with respect to any Employee Benefit Plan. Notwithstanding anything herein to the contrary, neither the Company, its Affiliates, nor any of its ERISA Affiliates has ever maintained or contributed to or has or could have any Liability with respect to and no Employee Benefit Plan is a defined benefit pension plan, a multiemployer plan as defined under Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), under Title IV of ERISA, Section 302 of ERISA or Code Section 412, a multiple employer plan, a multiple employer welfare arrangement as defined under Section 3(40) of ERISA, a voluntary employee benefits association, a self-insured welfare plan or any welfare plan, as defined under Section 3(1)

of ERISA for post termination welfare benefits for a former employee, director or consultant (except as otherwise required by the Consolidated Omnibus Budget Reconciliation Act of 1985 or any state law equivalent thereto ("COBRA")).

(c) Each Employee Benefit Plan is and has heretofore been maintained and operated in compliance with the terms of such plan and with all applicable Legal Requirements (whether as a matter of substantive law or as necessary to secure favorable tax treatment) including without limitation, under the Affordable Care Act, COBRA, ERISA and the Code, and all contributions required to be made to each such Employee Benefit Plan through the Closing Date have been made.

(d) Except as set forth on Schedule 4.21(d):

(i) there is no pending or, to the Knowledge of Seller, threatened legal action, proceeding or investigation concerning any Employee Benefit Plan or any fiduciary or service provider thereof and there is no basis for any such legal action or proceeding;

(ii) the execution of this Agreement and the consummation of the Transactions and by the other Transaction Documents will not result in any payment (whether of severance pay or otherwise) becoming due from any Employee Benefit Plan to any current or former member, manager, director, officer, consultant or employee of the Company or result in the accelerated vesting, acceleration of payment or increases in the amount of any benefit payable to or in respect of any such current or former member, manager, director, officer, consultant or employee; and

(iii) each Employee Benefit Plan may be amended or terminated without any Liability to Buyer or its Affiliates.

(e) Except as set forth on Schedule 4.21(e), no Service Provider of the Company will, from the Company or its Affiliates or its ERISA Affiliates receive any compensation (whether monetary or non-monetary, a "transaction bonus" or otherwise) in connection with the consummation of the Transactions (including, for the avoidance of doubt, at any time after the Closing). No amount payable under any Employee Benefit Plan or other arrangement will result in a parachute payment under Code Section 280G whether alone or due to a subsequent event in connection with the Transactions.

(f) Each Employee Benefit Plan that is a group health plan has at all times complied with the requirements of Code Section 4980H, including the distribution of a "summary of benefits and coverage" to employees and calculations of full-time employees and full-time equivalent employees, and no "Employer Shared Responsibility" payments described in Code Section 4980H have been incurred. There are no facts or circumstances that could subject the Company to any assessable penalty or payment under Section 4980H of the Code. The Company and each Employee Benefit Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (an "Employee Health Plan") (i) are currently in compliance with the Patient Protection and Affordable Care Act ("PPACA"), the Health

Care and Education Reconciliation Act of 2010 ("HCERA") and all regulations and guidance issued thereunder (collectively, with PPACA and HCERA, the "Healthcare Reform Laws"), (ii) has been in compliance with applicable Healthcare Reform Laws since March 23, 2010, and (iii) no event has occurred and no condition or circumstance exists, that could reasonably be expected to subject Seller, the Company, or any applicable Employee Health Plan to penalties or excise taxes under Sections 4980D, 4980H, or 4980I of the Code or any other applicable Legal Requirement. Neither the Company nor any ERISA Affiliate has directly or indirectly, during the past six (6) years, paid for or reimbursed any employee's health or medical insurance premiums for any coverage other than through an Employee Benefit Plan or a Code Section 125 "cafeteria" or "flexible" benefit plan or flexible spending account. No Employee Health Plan is self-funded.

(g) No Employee Benefit Plan is subject to the Legal Requirements of a foreign jurisdiction.

(h) No "party in interest" (as defined in Section 3(14) of ERISA) or "disqualified person" (as defined in Section 4975(e)(2) of the Code) with respect to any Employee Benefit Plan has engaged in a "prohibited transaction" (as such term is defined in Section 406 of ERISA and Section 4975 of the Code) and there is no and has been no other breach of fiduciary responsibility with respect to any Employee Benefit Plan subject to ERISA. No excise or penalty Tax has been imposed under the Code or ERISA with respect to any Employee Benefit Plan or on the Company or its ERISA Affiliates.

(i) Each Employee Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) has been maintained and operated in operational and documentary compliance in all respects with Section 409A of the Code and the guidance issued thereunder at all times. With respect to any of the current or former employees, independent contractors, directors, managers or officers of the Company or Business, or any of their dependents, neither the Company nor any ERISA Affiliate has any indemnity or gross-up obligation for any excise Taxes or penalties or interest imposed or accelerated under Sections 409A or 4999 of the Code.

(j) Seller has provided Buyer with employee information required for accurate and timely filing of Forms 1094-C and 1095-C under Section 6056 of the Code for compliance with the Affordable Care Act.

4.22 Insurance. Schedule 4.22 hereto lists all policies of fire, liability, workmen's compensation, life, property and casualty, director and officer, and other insurance owned or held by the Company. All such policies (a) are in full force and effect, (b) are sufficient for compliance by the Company with all Legal Requirements and (c) provide that they will remain in full force and effect at the coverages and through the respective dates set forth in such Schedule or until cancelled upon the Closing. The Company is not in default with respect to its obligations under any of such insurance policies and it has not received any notification of cancellation of any such insurance policies. No insurer has (x) questioned, denied or disputed (or otherwise reserved its rights with respect to) the coverage of any claim pending under any insurance policy or (y) to the Knowledge of Seller, threatened to cancel any insurance policy.

4.23 Conflicts of Interest; Affiliate Transactions. Except as set forth on Schedule 4.23 hereto, no officer, director, manager, stockholder, member, employee, equityholder (including Seller) or their respective Affiliates, of the Company (a) own, directly or indirectly, any interest in (excepting not more than one percent (1%) stock holdings for investment purposes in securities of publicly held and traded companies) or is an officer, director, manager, employee or consultant of any Person which is a competitor, lessor, lessee, customer or supplier of the Company; (b) is a party to any agreement, contract, commitment, or other form of transaction or arrangement with the Company in connection with any aspect of the Business or any of the Business Assets (such arrangements a "Seller Affiliated Person Contract"); (c) has threatened any cause of action or other claim whatsoever against (or has any cause of action or claim against), or owes any amount to, the Company, except for claims in the ordinary course of business, such as for accrued vacation pay, accrued benefits under Employee Benefit Plans and similar matters and agreements; or (d) is a party to any agreement, contract or commitment with the Company or has received any loan, advance or investment from the Company that has not been repaid in full prior to the date hereof.

4.24 Warranties. The Company has no written warranties and guarantees in respect of any products or services that are currently in effect or for which there is or may be any existing or future Liability other than those contained within master service agreements, master purchase agreements, or similar Contracts ("Warranty Obligations") entered into in the ordinary course of business, and the form of which has been made available to Buyer. Except as set forth on Schedule 4.24, there have not been any material deviations from the Warranty Obligations. Except as set forth on Schedule 4.24, the Company does not have any Liability (and there is no basis for any present or future material charge, claim, demand or proceeding) arising out of the Warranty Obligations.

4.25 Brokers. Except as set forth on Schedule 4.25, the Company has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the sourcing, negotiation or consummation of the Transactions and no compensation is due to any of the foregoing.

4.26 Project Backlog; Bids; Payment and Performance Bonds.

(a) Schedule 4.26(a) sets forth an accurate list of operators and rigs for which the Company is currently providing services.

(b) Schedule 4.26(b) sets forth an accurate and complete (i) description of the Company's current payment and performance bond programs, and (ii) list of the Company's projects subject to such bond programs.

4.27 Payments; Export Control and Antiboycott Laws.

(a) Neither the Company nor any member, shareholder, partner, employee, director, manager, officer, Affiliate, consultant or agent of the Company, in their capacity as a representative or agent of the Company, has directly or indirectly (i) established or maintained any fund or asset that has not been recorded in the books and records of the Company in violation of any applicable Legal Requirement or (ii) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person,

regardless of form, whether in money, property, or services (A) to obtain favorable treatment in securing business, (B) to pay for favorable treatment for business secured, (C) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or any Affiliate of the Company, or (D) in violation of any law, including the FCPA.

(b) Neither the Company nor any member, shareholder, partner, employee, director, manager, officer, Affiliate, consultant, agent or other Person operating for the benefit of the business of the Company has engaged in any business or effected any transactions (i) in or with any country that is subject to a United States, United Nations or European Union embargo or trade sanctions regime (collectively, the "Restricted Nations"), (ii) with any Person that is owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation, except as set forth on Schedule 4.27(b), (iii) with any Person that is a Governmental Authority within a Restricted Nation, (iv) with any Person that is owned, controlled by or acting on behalf of a Governmental Authority of a Restricted Nation, or (v) with any Person designated pursuant to United States, United Nations or European Union sanctions or executive orders, including the Office of Foreign Assets Control's list of Specially Designated Nationals or the United States Department of Commerce's Bureau of Industry and Security's or the Department of State's Directorate of Defense Trade Controls' lists of denied persons, as each may be amended from time to time. The Company has complied in all material respects and is in compliance in all material respects with all applicable statutory and regulatory requirements under the Trade Control Laws. The Company has not been cited or fined for past or present failure to comply with the Trade Control Laws, and no proceeding with respect to any alleged non-compliance is pending or, to the Knowledge of Seller, threatened.

(c) The Company has not violated the antiboycott prohibitions contained in 50 U.S.C. sect. 2401 et seq. (or any corresponding or similar provision of state, local or foreign law) or taken any action that can be penalized under Section 999 of the Code (or any corresponding or similar provision of state, local or foreign law).

4.28 Bank Accounts. Schedule 4.28 sets forth a correct and complete list of all bank accounts, safety deposit boxes and lock boxes of the Company, and designating each authorized signatory with respect thereto.

4.29 No Other Representations and Warranties. Except for the representations and warranties contained in the Transaction Documents (including the related portions of the Disclosure Schedules), neither the Company nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Business Assets furnished or made available to Buyer or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from Legal Requirements.

4.30 Independent Investigation. Seller has or will have conducted its own independent investigation, review and analysis of Buyer Parent and Buyer and their respective business

operations and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data necessary for such purpose. Seller acknowledges and agrees that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereunder, it has relied solely on its own investigation and the express representations and warranties of Buyer Parent and Buyer included in this Agreement. Without limiting the generality of the foregoing, Seller acknowledges and agrees, on behalf of itself and its Affiliates, that, except for the express representations and warranties of Buyer Parent and Buyer included in this Agreement, none of Buyer Parent of Buyer or any of their respective Affiliates or Representatives makes, and Seller nor any of its Affiliates have relied on, and Seller and its respective Affiliates hereby waive, any representation or warranty of any kind whatsoever, express or implied, at law or in equity, with respect to this Agreement and the transactions contemplated hereunder, the assets and liabilities of Buyer Parent, Buyer, the Consideration Shares, the condition, prospects or performance (financial or otherwise) of, or any other matter involving, the business, the assets or the liabilities of Buyer Parent or Buyer or any other information made available to Seller or any of its Affiliates or Representatives with respect to the Consideration Shares, the business, the assets, the liabilities or the operations of Buyer Parent or Buyer, except as expressly set forth herein.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer and Buyer Parent, jointly and severally, represents and warrants to Seller as follows:

5.1 Organization of Buyer; Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer and Buyer Parent have all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out all of the actions required of it pursuant to the terms of such Transaction Documents.

5.2 Approval; Binding Effect. Buyer and Buyer Parent has obtained all necessary authorizations and approvals from its managers and members, as applicable, required for the execution and delivery of the Transaction Documents to which it is a party and the consummation of the Transactions. Each of the Transaction Documents to which Buyer and Buyer Parent is a party has been duly executed and delivered by Buyer and Buyer Parent and constitutes the legal, valid and binding obligation of Buyer and Buyer Parent, enforceable against Buyer and Buyer Parent in accordance with its terms, except as enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

5.3 Non-Contravention. The execution and delivery by Buyer and Buyer Parent of the Transaction Documents to which it is a party and the consummation by Buyer and Buyer Parent of the Transactions will not (a) violate or conflict with any provisions of the formation or organizational agreements of Buyer and Buyer Parent, each as amended to date; or (b) constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any lien upon any property of Buyer and Buyer Parent pursuant to (i) any agreement or instrument to which Buyer and Buyer Parent is a party or by which Buyer and Buyer Parent or any of its properties is bound or to which Buyer and Buyer Parent or any of its properties

is subject, or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental authority to which Buyer and Buyer Parent is subject.

5.4 Governmental Consents. No consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the execution and delivery by Buyer and Buyer Parent of the Transaction Documents to which it is a party or for the consummation by Buyer of the Transactions.

5.5 Bankruptcy and Creditor Protection; Solvency. Buyer has not filed any petition in bankruptcy, sought relief under any creditor relief laws, made an assignment for the benefit of creditors, or been adjudicated insolvent or bankrupt, nor has there been filed against it an involuntary petition in bankruptcy. After giving effect to the Transactions, Buyer shall be solvent and shall (a) be able to pay its debts as they become due; and (b) have adequate capital to carry on its business. In connection with the Transactions, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

5.6 Litigation. There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to precent, enjoin, or otherwise delay the Transactions.

5.7 Brokers. Buyer has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the sourcing, negotiation or consummation of the Transactions and no compensation is due to any of the foregoing.

5.8 No Other Representations and Warranties. Except for the representations and warranties contained in the Transaction Documents, neither Buyer, the Buyer Parent, nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Buyer or the Buyer Parent.

6. CERTAIN COVENANTS.

References to the "Company" in this Article 6 shall be deemed to refer (i) prior to the effectiveness of the Division, to SB Directional, and (ii) from any after the effectiveness of the Division, to the Company.

6.1 Access to Information. Prior to the Closing, Buyer shall be entitled, through its officers, employees and Representatives, to make such investigation of the properties, businesses and operations of the Company, to make an examination of the books and records of the Company and to discuss Seller's affairs, finances and accounts with Seller's key employees as they reasonably request. The foregoing access shall be coordinated through Justin Varghese by prior written consent, not to be unreasonably withheld so long as the same does not interfere with the Company's operation of the Business.

6.2 Conduct of the Business Pending the Closing.

(a) Between the date hereof and the Closing, except (x) as expressly permitted by this Agreement, (y) as required to implement the Pre-Closing Restructuring Transactions or (z) as required by applicable Legal Requirements, unless Buyer otherwise

consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall and Seller shall cause the Company to (in each case, as it relates to the Business):

(i) conduct the Business in the ordinary course of business and in compliance with Legal Requirements;

(ii) (A) preserve its present business operations, organization and goodwill, (B) preserve the present relationships with suppliers, customers and other Persons having business relationships with them and (C) keep available the services of its managers, officers and employees;

(iii) maintain and keep its properties and assets in as good repair and condition as at present, ordinary wear and tear excepted;

(iv) maintain all Permits that are used or necessary to conduct the Business as currently conducted in full force and effect, and file timely, all reports, statements, renewal applications and other filings that are required to keep such Permits in full force and effect, and pay timely all fees and charges in connection therewith that are required to keep any such Permits in full force and effect; and

(v) keep in full force and effect insurance comparable in amount and scope of coverage to that currently maintained.

(b) Except as required by applicable Legal Requirements, from and after the date of this Agreement until the Closing Date, except as consented to in writing by Buyer, the Company shall not (and Seller shall not cause or permit the Company to):

(i) take or (or omit to take) any action that would cause or permit any of the changes, events or conditions described in Section 4.8 to occur;

(ii) (A) repurchase, redeem or otherwise acquire any of the Company's outstanding membership interests or other ownership interests, other than transfers among current holders of the Company's membership interests upon prior written notice to Buyer or (B) effect any reorganization, recapitalization, dividend or other distribution payable in membership interests or other ownership interests of the Company;

(iii) transfer, issue, pledge, deliver, award, grant, sell or dispose of any of the Company's membership interests or grant options, warrants, calls or other rights to purchase or otherwise acquire any of the Company's membership interests other than to or from a current holder of membership interests upon prior written notice to Buyer;

(iv) amend the Organizational Documents of the Company or take any steps toward the dissolution of the Company;

(v) other than pursuant to existing agreements, plans, or policies previously disclosed to Buyer in writing, (A) increase the level of compensation of any of the Company's directors, managers, members, officers or employees, (B) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any of the Company's directors, managers, members, officers or employees, (C) increase the coverage or benefits available under, or otherwise materially amend, any (or create any new) Employee Benefit Plan or (D) enter into any employment, deferred compensation, severance, retention, consulting, non-competition or similar agreement (or amend any such agreement) to which the Company is a party or involving a director, manager, member, officer or employee of the Company;

(vi) enter into any contract or agreement that is a collective bargaining agreement, work council agreement, work force agreement or any other labor union contract or agreement applicable to persons employed or engaged by the Company;

(vii) acquire any material properties or assets or sell, assign, license, transfer, convey, lease or otherwise dispose of, or agree to sell, assign, license, transfer, convey, lease or otherwise dispose of any of the material properties or assets of the Company (except pursuant to an existing Contract for fair consideration in the ordinary course of business or for the purpose of disposing of obsolete or worthless assets);

(viii) enter into any commitment for capital expenditures of the Company, except such as may be involved in the repair, maintenance and replacement of its existing assets in the ordinary course of business;

(ix) enter into or agree to enter into any merger, consolidation or similar transaction with any Person;

(x) make any change in any of its methods of accounting or make any reclassification of assets or liabilities, except as may be required by applicable Legal Requirements or GAAP;

(xi) enter into or amend any Contract pursuant to which any other party is granted exclusive rights of any type or scope;

(xii) enter into, terminate, renew or amend any Contract that, if entered into prior to the Agreement Date, would constitute a Material Company Contract, other than customer contracts in the ordinary course of business;

(xiii) make or change any Tax election, change any annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to any claim or Tax refund, or consent to any extension or waiver of the limitations period applicable to any Tax claim or

assessment or take any action which would reasonable be expected to increase any Tax Liability of Buyer after the Closing;

(xiv) pay, discharge or satisfy any indebtedness, material claims, Liabilities (other than pursuant to Contracts governing such matters in effect as of the date of the Agreement), or waive, release, grant or transfer any rights of material value, in each case, other than in the ordinary course of business;

(xv) settle or compromise any pending or threatened litigation;

(xvi) make any payment to the Company's Affiliates or related Persons (including equityholders, directors, managers, members, officers and otherwise), except (A) in accordance with the terms of any Material Company Contract as in effect on the date of the Agreement or (B) compensation to employees, members or benefits to such Person in the ordinary course of business;

(xvii) incur or amend any indebtedness, create any Encumbrance on (A) the Membership Interests or (B) any of the Company's properties, or assets or make any loan, advance (other than routine advances to employees), capital contribution or investment in any Person; or

(xviii) agree to do anything prohibited by this Section 6.2(b).

Nothing in the foregoing shall prohibit the Company from making distributions of cash so long as the effect of such distribution is not to materially change the Company's historic operating cash balances or otherwise violate the Transaction Documents.

(c) Except as required by applicable Legal Requirements, from and after the date of this Agreement until the Closing Date, except as consented to in writing by Buyer, Seller shall cause SB Holdco to preserve and keep in full force and effect its existence, rights, and franchises, and neither Seller nor any Affiliate of Seller shall cause or permit SB Holdco to:

(i) incur or suffer any Liabilities of any kind;

(ii) transact any business other than as expressly required to effect its purpose as specified in its Organizational Documents and as may be required under the Escrow Shares Escrow Agreement or Securityholder Agreement (as defined in the Escrow Shares Escrow Agreement); or

(iii) amend, alter, or change any of the provisions of the Organizational Documents of SB Holdco.

6.3 Exclusivity.

(a) Neither Seller, Company, nor any of their respective Affiliates shall, and Seller and Company shall cause its officers, directors, managers, members, employees,

Representatives, agents and Affiliates not to, directly or indirectly, (i) solicit, initiate, encourage or facilitate the submission of any inquiry, indication of interest, proposal or offer that constitutes (or multiple inquiries, indications of interest, proposals or offers that cumulatively would constitute), or may reasonably be expected to lead to, an Acquisition Proposal, (ii) furnish any non-public information to any Person (other than Buyer or its Representatives) in connection with, an Acquisition Proposal, (iii) discuss, negotiate, authorize or recommend, or otherwise enter into, any letter of intent, agreement or other arrangements with any third party regarding an Acquisition Proposal or facilitate, encourage or solicit discussions for an Acquisition Proposal, or (iv) enter into any agreement or agreement in principle requiring Seller or the Company to abandon, terminate or fail to consummate the Transactions or breach its respective obligations hereunder or resolve, propose or agree to do any of the foregoing. Company and Seller shall, and Company and Seller shall cause its officers, directors, managers, members, employees, Representatives, agents and Affiliates to, immediately cease and cause to be terminated any and all activities, contacts, discussions and negotiations with third parties regarding, or that may reasonably be expected to lead, to an Acquisition Proposal and (y) instruct each Person which has heretofore executed a confidentiality agreement relating to an Acquisition Proposal with or for the benefit of Seller or the Company to promptly return or destroy all information, documents, and materials relating to the Acquisition Proposal or to Seller, the Business, the Company, operations or affairs heretofore furnished by Seller to such Person or any of such Person's Representatives in accordance with the terms of any confidentiality agreement with such Person.

(b) From and after the date of this Agreement, Company and Seller shall keep Buyer promptly and currently informed of the general economic terms (but not identity of parties) of any Acquisition Proposal, and shall in any event notify Buyer within twenty-four (24) hours of any material development related thereto (including any amendment or proposed amendment). Without limitation of the foregoing, Company and Seller shall provide Buyer with at least forty-eight (48) hours prior written notice of any meeting of the Company's or Seller's board of directors, board of managers, members or similar governing body or any committee thereof at which such board of directors, board of managers, members similar governing body or committee is expected to consider any Acquisition Proposal, an inquiry relating to a potential Acquisition Proposal, or a request to provide non-public information to any Person.

(c) For the avoidance of doubt, the covenants in Section 6.3(a) and Section 6.3(b) shall terminate upon termination of this Agreement, unless terminated by Buyer pursuant to Section 10.1(e).

6.4 Transaction Expenses; Indebtedness. At or prior to the Closing, Seller will cause to be paid and satisfied in full (a) any and all Transaction Expenses of the Company, including those attributable to change of control payments and brokerage fees and Indebtedness whether or not set forth on the Certificate of Indebtedness and Transactions Expenses required pursuant to Section 1.3(a)(vii), and (b) any consent or similar fee required to be paid in connection with obtaining any consent required to be set forth on any Schedule to this Agreement. Seller shall separately be responsible for all Transaction Expenses.

6.5 Publicity. No public announcement or disclosure will be made by any Party with respect to the subject matter of the Transactions without the prior written consent of Buyer, which may be withheld in Buyer's sole reasonable discretion; provided, however, that the provisions of this Section 6.5 will not prohibit (a) any disclosure required by any applicable Legal Requirements (in which case the disclosing Party will provide Buyer with the opportunity to review in advance the disclosure, to the extent legally permissible), or (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement.

6.6 Confidentiality.

(a) The Parties agree that the terms of confidentiality in the Letter of Intent continue to bind the Parties.

(b) Seller hereby agrees with Buyer that Seller will not, and that Seller will cause it, his, or her Affiliates not to, at any time on or after the Closing Date, directly or indirectly, disclose or use in any manner, any confidential or proprietary information involving or relating to the Company or the Business, without the prior written consent of Buyer in each instance. Except for that information that is required to be reported by Seller pursuant to Legal Requirements applicable to Taxes (and only to the extent required), prior to any such disclosure Seller shall provide prompt, prior written notice to Buyer (to the extent legally permissible) thereof.

6.7 Noncompetition and Non-solicitation. The following provisions shall apply if, and only if, the Closing occurs: Seller hereby acknowledges and agrees that the covenants and agreements set forth in this Section 6.7 are a material inducement to Buyer to enter into this Agreement and to perform its obligations hereunder, and that Buyer would incur a significant loss of the goodwill being purchased as part of the Transactions if Seller were to breach any of the provisions of this Section 6.7. Therefore, in order to facilitate the consummation of the Transactions, it is agreed that for the applicable Restricted Period (as defined below), Seller shall not, in any such case or in any manner whatsoever, engage directly or indirectly (whether through Affiliates or otherwise) in all or any portion of the Restricted Business as conducted as of the Closing Date anywhere in North America; provided, however, that the passive ownership of less than one percent (1.0%) of the outstanding stock of any publicly traded corporation will not be deemed, solely by reason thereof, a violation of this Section 6.7. In addition, for the applicable Restricted Period, Seller shall not, in any such case (i) recruit, offer employment, employ, engage as a consultant, lure or entice away any Person who is or was an employee or independent contractor of the Company at any time during the twelve (12) month period preceding the date on which any of the foregoing actions would take place, (ii) solicit business from any Person (or any successor in interest to any such Person) which is or was during the twelve (12) month period preceding the Closing Date a material contractor, customer, supplier or service provider with or to the Company for the purpose of securing business or contracts related to the Restricted Business, or (iii) solicit, encourage, initiate or participate in discussions or negotiations with, or provide any information to, any present or future material contractor, customer, supplier or service provider with or to the Company with respect to the termination or adverse alteration of his, her or its relationship with the Company. For purposes of this Section 6.7, "Restricted Period" means, with respect to Seller, a period of three (3) years from and after the Closing Date. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 6.7 is invalid

or unenforceable, the Parties hereto agree that the court making the determination of invalidity or unenforceability will have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. The provisions of this Section 6.7 are in addition to, and not in limitation of, any other similar provisions to which Seller is or may be bound in other Transaction Documents.

6.8 Use of Name. Buyer is acquiring all of the Seller's rights to the current and prior business names of the Company used in the Business and, therefore, neither Seller nor any of its Affiliates shall be entitled to use the name "SB Directional" or any predecessor name or any variations thereof for any purposes of any kind or nature whatsoever anywhere in the world from and after the Closing.

6.9 Turnover of Accounts Receivable; Accounts Payable; Wrong Pockets.

(a) Notwithstanding the fact that the Accounts Receivable and Accounts Payable are retained by the Excluded Entity pursuant to the Division, at Buyer's election, Buyer shall be permitted to retain control over the bank accounts to which both the Accounts Receivable and the Accounts Payable shall be received and paid and receive any payments, with respect to the former, and make any payments, with respect to the latter, on behalf of Seller.

(b) Amounts actually collected and realized by Buyer from and after Closing in respect of any Accounts Receivable (net of any and all costs, expenses and taxes incurred or to be incurred by Buyer in pursuing such collection and realization) shall be remitted or retained (as applicable and as set forth below) on a monthly basis, within five (5) Business Days of the end of each calendar month such amounts were actually collected by Buyer, by Buyer in accordance with the following order and priority:

(i) first, Buyer shall be entitled to retain such amounts collected in respect of Accounts Receivable until the cumulative amount so retained under this Section 6.9(b)(i) is equal to the amount of any Accounts Payable paid by Buyer on the Seller's behalf during such calendar month pursuant to subsection (a) above; and

(ii) thereafter, to Seller by wire transfer of immediately available funds to the account designated in writing by Seller.

(c) In the event any Person who makes a payment to Buyer in respect of any Accounts Receivable that has been remitted to Seller in accordance with subsection (b) above requests or requires the return, refund, rebate or reimbursement of such payment for any reason (including without limitation in connection with any disputes, corrections, restatements, errors or other similar events) (a "Clawback Request") and Buyer notifies Seller that a Clawback Request has been received, Seller shall promptly coordinate with

Buyer to investigate the merits of such Clawback Request, and all such Clawback Requests shall constitute a Third Party Claim, subject to the provisions of Section 9.7, below.

(d) Buyer shall not make payment with respect to such Clawback Request without prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed. Seller's written approval, or written objection to the Clawback Request, shall be provided to Buyer within thirty (30) days of Buyer's request for approval. A failure to respond to the Clawback Request within the thirty (30) day period shall constitute approval. If Seller objects to the Clawback Request, such objection must be in the form of a notice in writing setting forth in reasonable detail the basis for objecting to the Clawback Request and state that the objection is in good faith. If, notwithstanding Seller's objection, Buyer makes payment with respect to a Clawback Request and subsequently requests recoupment from Seller, such Clawback Request shall constitute a Direct Claim, subject to the provisions of Section 9.4, with the Buyer's request for approval of the Clawback Request being the "Claim Notice" and Seller's written objection being the "Objection Notice" for purposes of that Section. Nothing herein shall limit Seller's rights with respect to such Direct Claim.

(e) Seller shall remain responsible for all income Taxes related to the Accounts Receivable, regardless of whether they are collected and realized by Buyer.

(f) From and after Closing, if Seller or any of its Affiliates receives or collects any funds relating to the Business, including any cash collected on post-Closing accounts receivable of the Business, Seller shall remit or cause its Affiliates to remit such funds to Buyer within five (5) Business Days after its receipt thereof. From and after Closing, if Buyer or its Affiliate receives or collects any funds relating to the Excluded Entity, including any cash collected on Accounts Receivable, Buyer or its Affiliate shall remit any such funds to Seller within five (5) Business Days after its receipt thereof. The Parties shall cooperate in good faith implement commercially reasonable arrangements to implement the undertakings set forth in this Section 6.9(f).

6.10 Further Assurances. From and after the Closing Date, upon the request of either Seller or Buyer, each of the Parties hereto will do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out and/or evidence the Transactions.

6.11 Change of Control Contracts.

(a) To the extent that any Company Contract, Permit or Personal Property Lease (a "Change of Control Contract") requires a consent, approval or waiver of a third person by virtue of the Transactions, and such consent, approval or waiver is not obtained prior to Closing (and the Closing still occurs) or Seller is unable, after using commercially reasonable efforts, to obtain consent, approval or waiver after Closing, or if the Transactions would constitute a breach thereof or a violation of any Legal Requirement, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(b) Seller shall use commercially reasonable efforts and Buyer shall reasonably cooperate with Seller to obtain, at Seller's expense, such consents, approvals and waivers necessary with respect to the Change of Control Contracts.

(c) In the event that such consents, approvals and waivers referred to in subsection (a) are not obtained by Seller and the Closing occurs, then, Seller shall use commercially reasonable efforts to (i) obtain such consents after Closing, (ii) provide to Buyer the benefits and burdens of any Change of Control Contract referred to in subsection (a) above, (iii) cooperate with Buyer in any reasonable and lawful arrangement designed to provide such benefits and burdens to Buyer without incurring any obligation to any other Person other than to provide such benefits to Buyer, including without limitation, the appointment of Buyer as the agent of Seller for purposes of such Change of Control Contract, and (iv) enforce, at the request of Buyer for the account of Buyer, any rights of Seller arising from such Change of Control Contract (including without limitation the right to terminate such Change of Control Contract in accordance with the terms thereof upon the request of Buyer).

(d) No consent, approval or waiver of a third person with respect to any Change of Control Contract, shall affect the rights of Buyer Indemnified Persons under Article 9 hereof.

6.12 Employees and Benefits.

(a) Notwithstanding anything in this Agreement to the contrary, Seller solely shall be responsible for any Liability or responsibility that arises under or is based upon the WARN Act incurred prior to the Closing Date.

(b) Buyer agrees that each employee of the Company who continues with the Company following the Closing (the "Continuing Employees") will, at the Closing, initially receive rates of base salary or wages and bonus or commission opportunities that are substantially similar to the aggregate compensation paid by the Company to such Continuing Employees immediately prior to the Closing.

(c) Seller shall cause all Employee Benefit Plans to be transferred to the Excluded Entity prior to Closing and terminate such plans immediately prior to Closing. Buyer shall have no Liability with respect to any Employee Benefit Plan or other employee benefit plan, policy or program of Seller, the Company, their Affiliates or ERISA Affiliates.

(d) Buyer and Seller acknowledge and agree that all provisions contained in this Section 6.12 are included solely for the benefit of Buyer and Seller, and that nothing in this Section 6.12, whether express or implied, (i) shall be treated or construed as the adoption, establishment, amendment, modification or termination of any Employee Benefit Plan or (ii) shall create any third party beneficiary or any other rights in any other Person, including any Service Provider. Neither Buyer nor any of its Affiliates are adopting or assuming, pursuant to this Agreement or otherwise, any Employee Benefit Plan of the Seller or its Affiliates.

6.13 Closing Conditions. From and after the date of this Agreement until the Closing, each Party shall, subject to any other efforts standard specifically set forth in this Agreement, use commercially reasonable efforts to take or cause such actions as are necessary to expeditiously, on the terms and conditions of this Agreement, satisfy the Closing conditions set forth in Article 7 as soon as reasonably possible; provided that nothing set forth in this Section 6.13 is intended to modify any other obligation set forth in this Agreement, and to the extent this Section 6.13 is inconsistent with any other obligation or provisions set forth in this Agreement, the obligations and/or provisions of such other Section shall apply.

6.14 Escrow Shares. At the Closing, Seller shall transfer SB Holdco to the Buyer, and Buyer Parent shall issue to SB Holdco an amount of Buyer Parent Shares having a value of $3,000,000.00, valued using the Share Valuation Methodology as of the Agreement Date (the "Escrow Shares") in accordance with the Escrow Shares Escrow Agreement. The Escrow Shares shall be delivered to the Shares Escrow Agent and released as set forth below, subject to the Escrow Shares Escrow Agreement:

(a) 20% of the Escrow Shares shall be subject to restrictions on resale until the date which is twelve (12) months after the Closing Date;

(b) 20% of the Escrow Shares shall be subject to restrictions on resale until the date which is twenty-four (24) months after the Closing Date;

(c) 20% of the Escrow Shares shall be subject to restrictions on resale until the date which is thirty-six (36) months after the Closing Date;

(d) 20% of the Escrow Shares shall be subject to restrictions on resale until the date which is forty-eight (48) months after the Closing Date; and

(e) the remaining 20% of the Escrow Shares shall be subject to restrictions on resale until the date which is sixty (60) months after the Closing Date.

6.15 Schedule Supplements. Prior to Closing, Seller will promptly notify the Buyer in writing if Seller becomes aware of: (a) any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties in any Transaction Document as of the date of this Agreement, or (b) the occurrence, after the date of this Agreement, of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence or discovery of such fact or condition. From time to time until the day that is the fifth (5th) Business Day prior to the Closing Date, Seller shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules with respect to any such matter, event, condition, fact or circumstance that arises, or with respect to which Knowledge of Seller is first obtained following the Agreement Date that, had such additional matters been existing or occurring or of which Seller had been aware as of the Agreement Date, would have been required to be set forth or described in the Disclosure Schedule delivered on the Agreement Date (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall be given effect for purposes of Article 4 and Article 9 but shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement for purposes of Buyer's closing conditions

in Article 7. If the information included on any Schedule Supplement would reasonably be expected to have an adverse effect on the Business, as determined by Buyer in its reasonable discretion, Buyer shall have the right to (i) terminate this Agreement within three (3) Business Days of its receipt of such Schedule Supplement, or (ii) waiver such termination right and proceed to Closing; provided that if Buyer does not elect to terminate this Agreement pursuant to this Section 6.15 within three (3) Business Days after receipt of such Schedule Supplement, then Buyer shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter and Buyer shall be deemed to have irrevocably waived any right to assert a Direct Claim with respect to such matter for purposes of Article 9. Notwithstanding the foregoing, nothing in this Section 6.15 shall limit or restrict Buyer's rights and other limitations on Seller's Liability for any Third Party Claim as provided in Article 9 with respect to any Schedule Supplement.

6.16 Pre-Closing Restructuring Transactions. Prior to the Closing, Seller shall cause the Pre-Closing Restructuring Transactions to be consummated in accordance in all material respects with applicable Legal Requirements and in the manner set forth on Annex A, with any modifications thereto requiring Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed with respect to modifications that reflect the allocation of assets and liabilities contemplated by this Agreement, including Annex A); *provided* that, the Parties acknowledge and agree that, notwithstanding the transactions set forth on Annex A, (i) in connection with the Pre-Closing Restructuring Transactions, (x) all assets of SB Directional primarily related to the Business, and (y) only those Liabilities of SB Directional expressly assumed by the Company as set forth on Annex A will be allocated to, or otherwise shall be the Liability of, the Company and (ii) notwithstanding clause (i), as a result of the Pre-Closing Restructuring Transactions the Company is not (w) assuming or being allocated any Tax liabilities unrelated to the Business, (x) assuming or being allocated any corporate Indebtedness of Seller or its direct or indirect parent entities or (y) acquiring or retaining, as applicable, any assets or liabilities of Seller set forth on Schedule 6.17. Seller shall provide drafts of all agreements and documents implementing the Pre-Closing Restructuring Transactions, including the plan of division and Articles of Division related to the Division, reasonably in advance of the consummation of the Pre-Closing Restructuring Transactions. Buyer shall have the right to review and comment on such agreements and documents prior to the execution thereof, and Seller shall accept any reasonable comments provided by Buyer with respect thereto, as determined by Seller in its good faith discretion. Seller shall keep Buyer reasonably informed as to the status of the Pre-Closing Restructuring Transactions. After the Closing, each party shall, and shall use its commercially reasonable efforts to cause its Affiliates to, from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby, including, at the expense of Seller, the Pre-Closing Restructuring Transactions. The adoption of the Plan of Division and the filing of the Articles of Division shall properly effectuate the Division according to Annex A in compliance with all applicable Legal Requirements, including but not limited to properly allocating assets and Liabilities between the Excluded Entity and the Company.

6.17 Post-Closing Existence. For a period of eighteen (18) months after the Closing Date, Seller shall ensure that it and the Excluded Entity shall remain in existence and in good standing in their jurisdiction of formation.

6.18 Seller Affiliated Person Contracts. On or prior to the Closing, Seller shall and such cause each Affiliate to terminate the Seller Affiliated Person Contract, other than those set forth on Schedule 6.18.

6.19 Release. Effective as of the Closing, Seller (for itself and on behalf of each of its Affiliates, as applicable) (collectively, the "Releasing Parties") hereby irrevocably releases, waives, and forever discharges each of the Company and each of its respective individual, joint or mutual, past, present and future Representatives, Affiliates, shareholders, equityholders, members, subsidiaries, predecessors, successors and assigns (collectively, the "Released Parties") from any and all Losses, damages, Liabilities, obligations (including payment obligations of the Company to such Releasing Party), assessments, proceedings, claims or demands, judgments, penalties, Encumbrances, actions or causes of action, including costs, expenses and fees (including without limitation, reasonable attorneys' fees and expert witness fees incurred in connection therewith) and any rights as a shareholder or equityholder of the Company (including with respect to the Membership Interests and/or any dividends or distributions whether or not declared, authorized or paid), whatsoever, whether known or unknown, suspected or unsuspected, contingent or absolute, both at law and in equity, which any Releasing Party now has, has ever had or may hereafter have against Released Party arising contemporaneously with or prior to the Closing or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing (collectively, the "Released Claims"); *provided*, nothing contained in this Section 6.19 will operate to discharge, release or waive (i) the obligations, covenants and agreements of Buyer arising under this Agreement and the agreements, instruments, certificates and other documents contemplated hereby, (ii) any right of a Releasing Party arising under this Agreement or any other Transaction Document, or (iii) with respect to Affiliates who are service providers, (A) any future claims relating to the exculpation, indemnification, or advancement of expenses provided to the Affiliate under the organizational documents of the Company allocated to the Excluded Entity under the Plan of Division, and subject to the limitations thereunder and under applicable law, (B) any accrued but unpaid payroll for the current pay period or unpaid expense reimbursement obligations incurred within the thirty-day period immediately prior to the Closing, in each case incurred in connection with the Affiliate's services to the Company, (C) the Affiliate's rights under any directors' and officers' liability insurance policy in effect as of the date hereof (if any) allocated to the Excluded Entity under the Plan of Division, or (D) any benefits that the Affiliate may have under the health and 401(k) employee benefit plans allocated to the Excluded Entity under the Plan of Division, including claims for COBRA rights, if applicable. Each Releasing Party covenants not to sue or otherwise assert in any forum against any Released Claim against any of the Released Parties. This release covers, among other things, Released Claims which are unknown or unsuspected. Seller acknowledges that it is aware that it may hereafter discover facts in addition to or different from those which are now known or believed to be true with respect to the subject matter of this release, but Seller agrees to remain bound hereby and hereby fully releases all Released Claims without regard to the subsequent discovery or existence of different or additional facts and waives the protection of any statute or doctrine limiting a release of unknown or unsuspected Released Claims.

7. CONDITIONS TO CLOSING

7.1 Conditions Precedent to Obligations of Buyer.

The obligations of Buyer to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer in whole or in part to the extent permitted by applicable Legal Requirements):

(a) the representations and warranties of Seller set forth in this Agreement (other than those qualified by "materiality" or "Material Adverse Effect" which shall be true and correct in all respects as of the Agreement Date and the Closing Date) shall be true and correct in all material respects as of the Agreement Date and the Closing Date (or if such representations and warranties expressly relate to a specific date, such representations and warranties shall be true and correct as of such date); and Buyer shall have received a certificate signed on behalf of Seller by an authorized officer of Seller and to such effect;

(b) Seller and the Excluded Entity shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date; and Buyer shall have received a certificate signed on behalf of Seller by an authorized officer of Seller to such effect;

(c) there shall not be any action, suit, proceeding, temporary restraining order, preliminary or permanent injunction or other order or other legal or regulatory action pending or issued by a Governmental Authority of competent jurisdiction seeking to restrain, enjoin or prohibit or restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(d) each of the Key Employees shall have remained employed or engaged, as applicable, by the Company and accepted employment offers or independent contractor engagements with the Company or Buyer, if applicable, all of which shall remain in full force and effect as of the Closing;

(e) the Pre-Closing Restructuring Transactions shall have been consummated in accordance with Section 6.16.

(f) there shall have been obtained at or prior to the Closing Date such consents of, and there shall have been taken all such other actions by, any Governmental Authority having jurisdiction over the Parties and the actions herein proposed to be taken, as may be required to consummate the Transactions;

(g) at or prior to the Closing, Seller shall:

(i) deliver to Buyer a duly executed Membership Interest Assignment Agreement and each of the other Transaction documents and such other items as set forth in Section 1.3(a);

(ii) deliver to Buyer a certificate of status, compliance, good standing or similar certificate date not more than ten (10) days prior to the Closing Date with respect to the Company issued by the appropriate

government officials of its jurisdiction of incorporation and of each jurisdiction in which it carries on business;

(iii) deliver third party consents set forth on Schedule 7.1(g)(iii) and as otherwise required by Buyer in form and substance reasonably satisfactory to Buyer; and

(iv) deliver to Buyer such other agreements, instruments, documents and certificates as are required, reasonably necessary or desirable to consummate the Transactions.

7.2 Conditions Precedent to Obligations of Seller.

The obligations of Seller to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller on behalf of Seller in whole or in part to the extent permitted by applicable Legal Requirements):

(a) the representations and warranties of Buyer set forth in this Agreement (other than those qualified by "materiality" or "Material Adverse Effect" which shall be true and correct in all respects as of the date of this Agreement and the Closing Date) shall be true and correct in all material respects as of the date of this Agreement and the Closing Date (or if such representations and warranties expressly relate to a specific date, such representations and warranties shall be true and correct as of such date);

(b) Buyer shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date;

(c) there shall not be any action, suit, proceeding, temporary restraining order, preliminary or permanent injunction or other order or other legal or regulatory action pending or issued by a Governmental Authority of competent jurisdiction seeking to restrain, enjoin or prohibit or restraining, enjoining or otherwise prohibiting the consummation of the Transactions; and

(d) at or prior to the Closing, Buyer shall deliver to Seller the duly executed Membership Interest Assignment Agreement and each of the other Transaction documents and such other items as set forth in Section 1.3(b).

8. TAX MATTERS.

8.1 Tax Allocation. Seller shall be responsible for any Taxes of the Company that are payable with respect to a Pre-Closing Tax Period. With respect to a Straddle Period, the portion of such Taxes which shall be allocable to the Pre-Closing Tax Period thereof shall be (i) in the case of Taxes measured by gross or net income or receipts, or otherwise imposed on a transactional basis, based on a deemed closing of the books of the Company as if the Straddle Period ended with and included the Closing Date, and (ii) in the case of property, ad valorum and similar Taxes, deemed to be the amount of such Taxes for the entire Straddle Period, multiplied by a fraction the

numerator of which is the number of days in the portion of the Straddle Period ending on and including the Closing Date and the denominator of which is the number of days in the entire Straddle Period.

8.2 Tax Returns; Tax Audits.

(a) Seller shall prepare and timely file or shall cause to be prepared and timely filed all Tax Returns of the Company due on or prior to the Closing Date, which shall be prepared in accordance with past custom and practice, and shall pay all Taxes due with respect thereto. To the extent any such Tax Returns are due after the Agreement Date, Seller shall provide a draft copy thereof to Buyer at least ten (10) days prior to the due date thereof and shall incorporate any reasonable comments provided by Buyer at least five (5) days prior to the due date thereof. Buyer shall prepare and timely file or shall cause to be prepared and timely filed all Tax Returns of the Company due after the Closing Date. To the extent any such Tax Returns are with respect to a Straddle Period, Buyer shall provide a draft copy thereof to Seller at least ten (10) days prior to the due date thereof and shall incorporate any reasonable comments provided by Seller with respect to the pre-Closing portion thereof to Buyer at least five (5) days prior to the due date thereof. Buyer shall make all Tax payments required with respect to any such Tax Returns described in the immediately preceding sentence, but Seller shall promptly reimburse Buyer for the amount of any Indemnified Taxes.

(b) Seller shall control any audits and similar proceedings with respect to any Tax Returns of the Company relating to any Tax period ending on or prior to the Closing Date, provided, however, that Seller shall (i) diligently assume and continue the defense of same, (ii) keep Buyer reasonably informed regarding the progress thereof, including providing to Buyer copies of all correspondence sent and received with respect thereto, and (iii) not settle or compromise same without the written consent of Buyer, not to be unreasonably withheld. Buyer shall control any audits and similar proceedings with respect to any Tax Returns of the Company not described in the immediately preceding sentence; provided, however, that Buyer shall (i) shall to the extent such audits or similar proceedings relate to any Straddle Period, keep Seller reasonably informed regarding the progress thereof, including providing to Seller all correspondence sent and received with respect thereof to the extent relating to the pre-Closing portion of a Straddle Period, and (ii) not settle or compromise same without the written consent of Seller, not to be unreasonably withheld.

8.3 Cooperation. Buyer and Seller shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns relating to, in whole or in part, the Company or its assets or operations, by retaining, maintaining and making available to each other all records reasonably necessary in connection with such Taxes or Tax Returns and making employees reasonably available on a mutually convenient basis to provide additional information or explanation or to testify at proceedings relating to such Taxes or Tax Returns. Without limiting the generality of the foregoing, from and after the Closing Date until the seventh (7th) anniversary of the Closing Date, each Party shall, and shall cause each of its Affiliates to afford the other Party, its counsel, accountants, financial advisors, other authorized representatives and their

representatives, reasonable access, upon reasonably prior notice and during normal business hours to each their executive personnel, properties, books and records, and other documents and data for the periods up to and including the Closing Date, in a manner that does not materially disrupt the business or operations of such Persons, to the extent reasonably necessary to allow such Party to prepare its financial statements and tax returns relating to the Company or its assets or operations for the period including the Closing Date and to defend itself against any audit or investigation conducted by any governmental agency or authority.

9. INDEMNIFICATION.

9.1 Survival. The representations, and warranties made by Seller and Buyer in this Agreement shall survive the Closing and shall continue in effect until the date that is fifteen (15) months from the Closing Date, except that the representations and warranties set forth in (i) Article 3, Section 4.1 (Organization of the Company; Authority), Section 4.2 (Approvals; Binding Effect), Section 4.3 (Non-Contravention), Section 4.4 (Governmental Authorities), Section 4.5 (Capitalization), Section 4.11(a) (Business Assets), Section 4.13 (Environmental Matters), Section 4.19 (Taxes), Section 4.20 (Employee Matters), Section 4.21 (Employee Benefit Plans), and Section 4.25 (Brokers) (collectively, the "Fundamental Representations") and (ii) Section 4.30 (Independent Investigation) (the "Specified Representations"), shall each survive for the applicable statute of limitations plus sixty (60) days. Notwithstanding anything to the contrary, claims for fraud on the part of any Party to this Agreement shall survive for the applicable statute of limitations. All covenants contained in this Agreement survive indefinitely or in accordance with their respective terms.

9.2 Indemnity by the Seller.

(a) Subject to all terms set forth in this Article 9, Seller will indemnify and hold harmless Buyer and each of its Affiliates and their respective directors, managers, officers, shareholders, partners, members, employees, agents, attorneys and advisors (each, a "Buyer Indemnified Person"), from, against and in respect of any and all Losses suffered and incurred, which any such Buyer Indemnified Person may suffer, sustain or become subject to as a result of, arising out of or relating to: (i) any breach of, or inaccuracy in, any representation or warranty made by the Seller in this Agreement, or in any of the transfer or conveyance documents executed pursuant to this Agreement; (ii) any actions, suits, proceedings, investigations, warranties, liabilities or other claims related to the Membership Interests, the Business or Seller, or the Company which are based upon facts and circumstances arising prior to the Closing; (iii) any Indemnified Taxes; (iv) any covenant of Seller; (v) the Excluded Entity, including the Excluded Entity Assets and the Excluded Entity Liabilities; (vi) any Liabilities not specifically allocated to the Company pursuant to Annex A, including any Liabilities related to any assets not expressly allocated to the Company pursuant to Annex A, any and all other Liabilities of the Company to the extent unrelated to the Business; (vii) as a result of fraud or intentional misrepresentation committed by Seller or the Excluded Entity; and (viii) the Pre-Closing Restructuring Transactions.

(b) *Limitations on Indemnification.*

(i) The Seller will have no obligation to indemnify Buyer Indemnified Persons pursuant to Section 9.2(a)(i) in respect of Losses (other than with respect to Fundamental Representations or Specified Representations) unless and until the aggregate amount of all such Losses incurred or suffered by Buyer Indemnified Persons exceeds **$[Redacted: Dollar Amount]** (the "Deductible") (at which point the Seller will indemnify Buyer Indemnified Persons for all such Losses in excess of the Deductible).

(ii) The Seller shall not be required to pay any amount for indemnification under Section 9.2(a)(i) (other than with respect to Fundamental Representations or Specified Representations) with respect to any one claim or series of substantially related claims for Losses less than **$[Redacted: Dollar Amount]** (a "De Minimis Claim"), and De Minimis Claims shall not be considered in calculating Losses to determine whether the Deductible ~~has been reached.~~

(iii) The Seller's aggregate liability in respect of claims for indemnification pursuant to Section 9.2(a)(i) will not exceed an aggregate amount of **$[Redacted: Dollar Amount]** (the "Cap"); *provided, however*, that the Cap shall not apply to (i) claims for indemnification pursuant to breaches of, or inaccura~~cies~~ in the Fundamental Representations or Specified Representations, (ii) claims based upon fraud, or (iii) claims for indemnification pursuant to any other provision of Section 9.2(a); and provided, further, that the Seller's indemnification obligation to Buyer Indemnified Persons hereunder, other than claims based upon fraud by the Seller (which such indemnification obligations shall not be subject to any limitations or cap), shall not exceed the Purchase Price.

(iv) No Buyer Indemnified Persons shall be entitled to indemnification for Losses to the extent resulting from Buyer's operation of the Business following Closing in reliance on Seller's historical practices with respect to (i) registration with secretaries of state or state revenue departments, (ii) service, use, or sales tax collection and/or remittance, (iii) the classification of its service providers as independent contractors, or (iv) other workplace safety, labor, and employment practices.

(v) Buyer Indemnified Persons shall use commercially reasonable efforts to mitigate Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that are indemnifiable hereunder. No Party shall be entitled to recovery under more than one provision of this Article 9 for the same Loss. Losses subject to indemnification shall be reduced by the amount of insurance proceeds actually recovered by the Party seeking indemnification or by an Affiliate of the Party seeking indemnification.

9.3 Indemnity by Buyer.

(a) Subject to all terms set forth in this Article 9, Buyer will indemnify and hold harmless Seller and its Affiliates and their respective directors, managers, officers, shareholders, partners, members, employees, agents, attorneys and advisors (each, a "Seller Indemnified Person"), from, against and in respect of any and all Losses which any such Seller Indemnified Person may suffer, sustain or become subject to as a result of, arising out of or directly or indirectly relating to: (i) any breach of, or inaccuracy in, any representation or warranty made by Buyer in this Agreement, or in any agreement executed and delivered pursuant to this Agreement; (ii) any breach or non-fulfillment of any covenant, agreement or obligation pursuant to this Agreement that by its terms is to be performed by Buyer after the Closing Date; (iii) any actions, suits, proceedings, investigations or other claims that arise with respect to the operation of the Business after the Closing which are based upon facts and circumstances arising after the Closing; or (iv) as a result of fraud or misrepresentation committed by Buyer.

(b) Buyer's indemnification obligation to the Seller Indemnified Persons hereunder, other than claims based upon fraud or any intentional misrepresentation or any obligations of Buyer under Article 6, shall not exceed the aggregate of the amount of Purchase Price paid by Buyer to the Seller.

9.4 Time for Claims; Procedure for Direct Claims.

(a) No claim may be made or suit instituted seeking indemnification pursuant to Section 9.2(a)(i) or Section 9.3(a)(i) unless a written notice describing such breach or inaccuracy in reasonable detail in light of the circumstances then known to the Party seeking indemnification hereunder (the "Indemnified Party"), is provided to the Party from which indemnification is sought (the "Indemnifying Party") on or before the date that is fifteen (15) months following the Closing Date; *provided*, that such limitation shall not apply to any of the Fundamental Representations or the Specified Representations, for which a claim may be made or a suit may be instituted at any time following the Closing Date through the date that is sixty (60) days following the statute of limitations date applicable thereto. All other claims may be made or suits may be instituted at any time after the Closing Date through the date that is sixty (60) days following the statute of limitations date applicable thereto.

(b) Within thirty (30) days after receipt of a Claim Notice relating to a claim other than a Third Party Claim (a "Direct Claim"), the Indemnifying Party will deliver to the Indemnified Party a response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Losses at issue in the Claim Notice; or (ii) dispute the Indemnified Party's entitlement to indemnification (as to all or any portion of the Losses) by delivering to the Indemnified Party a notice (an "Objection Notice") setting forth in reasonable detail each disputed item, the basis for each such disputed item and stating that all such disputed items are being disputed in good faith. If the Indemnifying Party fails to take either of the foregoing actions within 30 days after delivery of the Claim Notice, then the Indemnifying Party will be deemed to have irrevocably accepted the Claim Notice and the Indemnifying Party will be deemed to have irrevocably agreed to pay the Losses at issue in the Claim Notice. If the Indemnifying Party delivers an Objection Notice to the Indemnified Party within thirty (30) days after delivery of the Claim Notice, then the dispute may be resolved by any legally available means consistent with the provisions of this Agreement. In connection with any Direct Claim, the Indemnified Party shall

promptly provide such information as the Indemnifying Party or any of its professional advisors may reasonably request in connection with the Indemnifying Party's investigation of the matter or circumstance alleged to give rise to the Direct Claim and evaluation of its alleged responsibility therefor (excluding any such information that is subject to attorney-client privilege or that would result in the breach of any law); provided, the provision of such information does not unduly interfere with the normal business operations of the Indemnified Party.

9.5 Application of Materiality Qualifications. Solely for purposes of (x) determining whether any inaccuracy in or breach of any representation or warranty herein has occurred and (y) calculating the amount of Losses resulting from a breach or inaccuracy of any representation or warranty herein, all qualifications with respect to materiality, "in all material respects," or Material Adverse Effect, or similar qualifications in such representation or warranty will be disregarded and will not be taken into account; provided that this Section 9.5 shall not apply to the word "Material" in the phrase "Material Company Contract" as a defined term.

9.6 Satisfaction of Claims; Escrow.

(a) If any Buyer Indemnified Persons is entitled to indemnification hereunder, such indemnification obligations of the Seller will be satisfied by (i) first, until such shall be depleted or fully distributed, obtaining payment from the Holdback Shares, through the cancellation of a number of Holdback Shares equal to the indemnification obligations of the Seller calculated in accordance with Section 2.6 hereof, such that such Holdback Shares shall be delivered to Buyer for cancellation or to become treasury stock of Buyer Parent, (ii) second, until the Cash Escrow Amount is depleted, and (iii) finally, the Seller, jointly and severally, paying any remaining amounts owed to the Buyer Indemnified Persons out of any other assets of the Seller.

(b) On the Closing Date, the Holdback Shares shall be held back and delivered to the Shares Escrow Agent as the Holdback Fund to administer in accordance with this Section 9.6 and the Consideration Shares Escrow Agreement. The Holdback Fund shall be available to Buyer for claims that any Buyer Indemnified Person has against the Seller under this Agreement until the Holdback Share Release Date. In the event of (i) (A) any merger or consolidation of Buyer into or with another corporation, (B) any sale of all or substantially all of the assets of Buyer, following which any cash, securities or other property is paid or issued to stockholders of Buyer, (C) any liquidation or dissolution of Buyer in which any cash, securities or other property is distributed to the stockholders of Buyer, or (D) any stock exchange involving Buyer Parent Shares, between the date hereof and the Holdback Share Release Date, then any cash, securities or other property which Seller shall be entitled to otherwise receive as a result of any such event (the "Replacement Cash or Securities"), or (ii) if Buyer issues any cash or additional shares upon any dividend, stock split, stock dividend or other distribution affecting Buyer Parent Shares ("Additional Cash or Securities"), such Replacement Cash or Securities shall be held back and shall become part of the Holdback Fund, but any Additional Cash or Securities shall be delivered directly to Seller.

(c) If there are unresolved indemnification claims as of the Holdback Share Release Date, then, within ten (10) Business Days after the Holdback Share Release Date,

the Shares Escrow Agent shall release to Seller that number of Holdback Shares equal to the sum of (i) the total number of Holdback Shares originally placed into the Holdback Fund, less (ii) the sum of (A) the total number of Holdback Shares that Buyer had previously cancelled, as of such date, in satisfaction of the Seller's indemnification obligations under this Section 9.6, plus (B) the number of Holdback Shares representing the reasonable estimated value of the Liability of Seller for all unresolved claims (any such distribution, a "Partial Distribution"); provided, however, that if the foregoing results in a negative number, then there shall be no Partial Distribution. If, after a Partial Distribution, all previously unresolved claims are resolved pursuant to the terms of this Agreement, then, within ten (10) Business Days after the resolution of the final unresolved claim, the Shares Escrow Agent shall release to Seller the remaining Holdback Shares, if any (any such distribution, a "Residual Distribution").

(d) If there are no unresolved indemnification claims as of the Holdback Share Release Date, then, within ten (10) Business Days after the Holdback Share Release Date, the Shares Escrow Agent shall release to Seller that number of Holdback Shares equal to the sum of (i) the total number of Holdback Shares originally placed into the Holdback Fund, less (ii) the sum of the total number of Holdback Shares that Buyer has previously cancelled, as of such date, in satisfaction of the Seller's indemnification obligations under this Section 9.6 (any such distribution, a "Full Distribution"); *provided, however*, if the foregoing results in a negative number, then there shall be no Full Distribution.

(e) When all portions of the Holdback Fund have been distributed in accordance with the terms of this Agreement and the Consideration Shares Escrow Agreement, the Holdback Fund shall terminate.

9.7 Third Party Claim Procedures.

(a) If any third party notifies an Indemnified Party with respect to any matter which may give rise to an indemnifiable claim hereunder against an Indemnifying Party under this Article 9 (a "Third Party Claim"), then the Indemnified Party will promptly give written notice to the Indemnifying Party of such Third Party Claim; *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 9, except to the extent such delay actually prejudices the Indemnifying Party.

(b) The Indemnifying Party, at its sole cost and expense, will be entitled to control the defense of any Third Party Claim and will have the right to defend the Indemnified Party against the Third Party Claim by appointing reputable counsel reasonably acceptable to the Indemnified Party and so long as (i) the Indemnifying Party gives written notice to the Indemnified Party within fifteen (15) days that it will indemnify the Indemnified Party from and against the entirety of any and all Losses the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim (subject to the limitations on indemnification in Article 9, including Section 9.2(b)), (ii) the Third Party Claim involves primarily claims for monetary damages and does not seek an injunction or other equitable relief against the Indemnified Party, (iii) the Indemnified Party has not been advised by counsel that a conflict exists between

the Indemnified Party and the Indemnifying Party in connection with the defense of the Third Party Claim, (iv) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement action, and (v) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently. The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim.

(c) The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to a Third Party Claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless such judgment, compromise or settlement (i) provides for the payment by the Indemnifying Party of money as the sole relief for the claimant, (ii) results in the full and general release of Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, from all liabilities arising or relating to, or in connection with, the Third Party Claim and (iii) involves no finding or admission of any violation of Legal Requirements or the rights of any Person and no effect on any other claims that may be made against the Indemnified Party.

(d) If the Indemnifying Party does not deliver the notice contemplated by Section 9.4(b) within fifteen (15) days after the Indemnified Party has given notice of the Third Party Claim, at any time fails to conduct the defense of the Third Party Claim actively and diligently or is or becomes unable to conduct the defense of the Third Party Claim pursuant to Section 9.4(b), the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any reasonable compromise or settlement with respect to, the Third Party Claim in any manner it may reasonably deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith). If such notice is given on a timely basis and the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently but any of the other conditions in Section 9.4(b) is or becomes unsatisfied, the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any reasonable compromise or settlement with respect to, the Third Party Claim; *provided, however*, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed). In the event that the Indemnified Party conducts the defense of the Third Party Claim pursuant to this Section 9.7(d), the Indemnifying Party will (i) advance the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and (ii) remain responsible for any and all other Losses that the Indemnified Party may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in this Article 9.

9.8 Manner of Payment.

(a) Subject to Section 9.8(b), any payment to be made by Seller or Buyer, as the case may be, pursuant to this Article 9 will be effected by wire transfer of immediately available funds from Seller or Buyer, as the case may be, to an account designated by such Party. Any such indemnification payments will include interest at a rate announced in The

Wall Street Journal "Money Rates" column as the "Prime Rate", plus two percent (2%) per annum, from the date of final determination of such indemnification payments through the date of payment.

(b) Any Losses resulting from a breach of the Seller's representations and warranties for which a Buyer Indemnified Person is entitled to indemnification pursuant to the terms of this Agreement shall be satisfied as set forth in Section 9.6.

9.9 Knowledge and Investigation. The right of any Buyer Indemnified Person or Seller Indemnified Person to indemnification pursuant to this Article 9 will not be affected by any investigation conducted for or on behalf of any Party, or knowledge acquired (or capable of being acquired) at any time by any Party or any Party's Representatives, whether before or after the execution and delivery of this Agreement or the Closing, with respect to the accuracy of any representation or warranty, or performance of or compliance with any covenant or agreement. The waiver of any condition contained in any of the Transaction Documents based on the breach of, or inaccuracy in, any such representation or warranty, or of the performance of or compliance with any such covenant or agreement, will not affect the right of any Buyer Indemnified Person or Seller Indemnified Person to indemnification pursuant to this Article 9 based on such representation, warranty, covenant or agreement.

9.10 Effect of Insurance Coverage. The amount of any Losses subject to indemnification hereunder shall be net of (a) any cash amounts actually recovered by the Indemnified Party pursuant to any indemnification by or indemnification agreement with any third party, and (b) any Seller insurance policy cash proceeds or other cash receipts from third party sources of reimbursement actually received or paid to such Indemnified Party as an offset against such Loss (each Person named in clauses (a) and (b), a "Collateral Source" and, collectively, "Collateral Sources"); *provided, however*, that in no event shall this Agreement be construed to require any Indemnified Party to carry or maintain any insurance policies or secure any Collateral Sources or to file any claim or otherwise seek recovery under any such policies or against any Collateral Sources.

9.11 Tax Treatment. All indemnification and other payments under this Article 9 will, to the extent permitted by law, be treated for all income Tax purposes as adjustments to the Purchase Price. Neither Buyer nor Seller will take any position on any Tax return, or before any Tax Authority, that is inconsistent with such treatment unless otherwise required by any applicable Legal Requirement.

9.12 Release of Circular Claims. Notwithstanding anything to the contrary in this Agreement, solely to the extent necessary and appropriate to avoid circular recoveries, Seller hereby releases, waives and discharges, and agrees not to make or threaten to make, any claim for indemnification or expense advancement by reason of the fact that Seller was a controlling Person or Representative of the Company (or serving at the request of Company on behalf of any other Person or employee benefit plan) against Buyer, the Company or any other Buyer Indemnified Person for any Loss within the scope of Seller's indemnification obligations under this Article 9 (disregarding the applicability of the Deductible and Liability limits for purposes of this Section 9.12). Seller has no right of indemnification or contribution against Buyer or the Company with respect to any breach by the Company or Seller of any of their representations, warranties,

covenants or agreements in this Agreement or any agreement, certificate or document in connection herewith, whether by virtue of any contractual or statutory right of indemnity or otherwise, and all claims to the contrary are hereby waived and released. With respect to any indemnification claim brought by a Buyer Indemnified Person against Seller, Seller expressly waives any right of subrogation, contribution, advancement, indemnification or other claim against Buyer and the Company with respect to any amounts owed by Seller under this Article 9.

10. TERMINATION OF AGREEMENT

10.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) at the election of Seller or Buyer on or after April 10, 2026 (the "Termination Date"), if the Closing shall not have occurred by the close of business on such date, provided that the terminating party is not in breach in any material respect of any of its obligations under this Agreement or is not otherwise the primary cause of the failure to consummate the Transactions;

(b) by Seller or Buyer if a court of competent jurisdiction or other Governmental Authority shall have issued a final and non-appealable order, or shall have taken any other action having the effect of permanently restraining, enjoining, or otherwise prohibiting the consummation of the Transactions.

(c) by mutual written consent of Seller and Buyer;

(d) by Seller if Seller is not then in material breach of any term of this Agreement, (A) Seller confirms or acknowledges in a written notice to Buyer that all conditions set forth in Section 7.1 have been satisfied or otherwise waived by Buyer (other than those conditions which by their nature are to be satisfied at the Closing, but which are capable of satisfaction at the Closing), (B) Seller confirms by written notice to Buyer that (x) all conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied (other than those conditions which by their nature are to be satisfied at the Closing, but which are capable of satisfaction at the Closing) or that the Seller irrevocably and unconditionally waives any such conditions set forth in Section 7.2(a) or Section 7.2(b) that are unsatisfied, (y) Seller stands ready, willing and able to consummate the Transactions, and (z) if Buyer was to comply with its obligations hereunder, then the Closing would occur; and (C) the Closing does not occur as a result of Buyer's refusal or failure to consummate the Closing within five (5) days after delivery of such notice from Seller; or

(e) by Buyer, if Buyer is not then in material breach of any term of this Agreement, upon written notice to Seller, if either (i) there occurs a breach of any representation, warranty or covenant of Seller contained in this Agreement, and which breach, in the absence of a cure, would cause any of the closing conditions set forth in this Agreement to not be satisfied prior to the Termination Date, (ii) Seller materially breaches any provision of this Agreement or (iii) there occurs a Material Adverse Effect with respect to the Company, provided, however, that in either (i) or (ii) above, that such breach is not

capable of being cured or has not been cured within fifteen (15) days after the giving of notice thereof by Buyer to Seller.

10.2 Procedure Upon Termination. In the event of termination of this Agreement by the Buyer or Seller pursuant to Section 10.1, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the Transactions shall be abandoned, without further action by Buyer or Seller.

10.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated in accordance with Section 10.1, each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that no such termination shall relieve any party hereto from Liability for any pre-termination breach of this Agreement; provided, further, that the obligations of the Parties set forth in Section 6.6 hereof shall survive any such termination and shall be enforceable hereunder.

(b) If this Agreement is properly terminated by Seller under Section 10.1(d), Seller shall be entitled to receive the entire Deposit (the "Termination Fee") upon written demand to the Cash Escrow Agent. The remaining balance of the Deposit shall be promptly remitted to the Buyer upon termination. The Parties agree that the Seller's right to receive the Termination Fee shall constitute liquidated damages and not penalties and shall be the sole exclusive remedy of the Seller under this Agreement. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amount of the Termination Fee bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss (with respect to opportunity loss, out-of-pocket expenses, and allocation of internal resources) likely to be incurred in connection with any failure by Buyer to cause the Closing, (iii) one of the reasons for the Parties reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Parties are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

(c) Notwithstanding the foregoing and without limiting the right of Buyer to pursue its remedies under this Agreement, if this Agreement is terminated by any Party under Section 10.1 (other than Section 10.1(d)), Buyer shall be entitled to receive the entire Deposit upon written demand to the Cash Escrow Agent.

11. DEFINITIONS. As used herein the following terms not otherwise defined have the following respective meanings:

"Accounting Firm" has the meaning set forth in Section 2.4.

"Accounts Payable" means, as of immediately prior to the Closing, all accounts payable the Company related to the Business.

"Accounts Receivable" means all accounts receivable, advances, letters of credit and other rights to receive payments up until the Closing Date.

"Acquisition Proposal" means any inquiry, indication of interest, proposal or offer for any transaction or series of related transactions involving any possible direct or indirect sale or other disposition (whether by merger, reorganization, recapitalization, share exchange, combination, consolidation or otherwise) of all or any part of the capital stock or other equity securities (whether now outstanding or newly issued) of the Company, or all or substantially all of the assets of the Company (other than such sales or dispositions contemplated by this Agreement), or any other transaction that is conditioned or predicated on the Transactions not being completed in accordance with the terms of this Agreement, or is intended or is reasonably expected to result in such transactions not being so completed.

"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.

"Additional Cash or Securities" has the meaning set forth in Section 9.6(b).

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

"Agreement" means this Membership Interest Purchase Agreement, together with all schedules and exhibits attached hereto.

"Agreement Date" has the meaning set forth in the Preamble.

"Allocation" has the meaning set forth in Section 2.8.

"Applicable Securities Laws" means, in respect of any Person, property, transaction or event, any applicable securities Legal Requirement, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, that applies in whole or in part to such Person, property, transaction or event.

"Articles of Division" has the meaning set forth in the Recitals.

"Benefit Plan" has the meaning set forth in Section 4.21(a).

"Business" has the meaning set forth in the Recitals.

"Business Assets" has the meaning set forth in Annex A.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Houston, Texas are authorized or required to close.

"Business Liabilities" has the meaning set forth in Annex A.

"Buyer" has the meaning set forth in the Recitals.

"Buyer Indemnified Person" has the meaning set forth in Section 9.2(a).

"Buyer Parent" has the meaning set forth in the Recitals.

"Buyer Parent Shares" means the common shares of ACT Energy Technologies, Ltd., a corporation incorporated under the laws of the province of Alberta, Canada.

"Cap" has the meaning set forth in Section 9.2(b)(i).

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cash Consideration" has the meaning set forth in Section 2.1(a).

"Cash Escrow Agent" means Hancock Whitney Corporation.

"Cash Escrow Agreement" has the meaning set forth in Section 1.3(a)(vi).

"Cash Escrow Amount" means the Deposit deposited with the Cash Escrow Agent in accordance with Section 2.1(e) deemed to become the "Cash Escrow Amount" upon Closing.

"Cash Escrow Expiration Date" means the date that is fifteen (15) months from the Closing Date.

"Cash on Hand" means the aggregate cash balance of the Company on hand or in bank accounts as of 11:59 p.m. on the day immediately prior Closing Date prior to giving effect to the Closing and without taking into account any of the transactions occurring as part of the Closing, including all cash, cash equivalents and marketable securities in their accounts and third party checks and electronic funds transfers deposited or held in such accounts as of such time that have not yet cleared (but excluding any such third party checks or electronic funds transfers otherwise included as Accounts Receivable) *less* (i) the amount of all outstanding checks and electronic funds transfers issued by the Company to third parties as of such time that have not yet cleared (but excluding any such checks or electronic funds transfers otherwise included as, or taken into account as, current liabilities of the Seller), *less* (ii) prepaid expenses and security deposits related to the Business.

"Certificate of Indebtedness and Transaction Expenses" has the meaning set forth in Section 1.3(a)(viii).

"Certifications" has the meaning set forth in Section 4.17(c).

"Change of Control Contracts" has the meaning set forth in Section 6.11.

"Claim Notice" means written notification which includes (i) a description of the Loss incurred or reasonably expected to be incurred by the Indemnified Party, a reasonably specific description of the basis therefor and the claimed amount of such Loss incurred or reasonably

expected to be incurred by the Indemnified Party, to the extent then known, (ii) a statement that the Indemnified Party is entitled to indemnification under Article 9 for such Loss and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of any such Loss to the extent actually incurred; provided, however, that, with respect to any claim for indemnification asserted by an Indemnified Party in a Claim Notice, in no event will such Indemnified Party be prevented from asserting at a later date Losses in respect of such claim in excess of the amount of Losses set forth in such Claim Notice.

"Clawback Request" has the meaning set forth in Section 6.9(c).

"Closing" has the meaning set forth in Section 1.2.

"Closing Date" has the meaning set forth in Section 1.2.

"COBRA" has the meaning set forth in Section 4.21(b).

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

"Collateral Source" has the meaning set forth in Section 9.10.

"Combined Group" means any affiliated (including within the meaning of Section 1504(a) of the Code), consolidated, combined or similar group that is made up of more than one member, whether for federal, state, local or foreign Tax purposes and any similar group defined under a similar provision of state, local or foreign law.

"Company" has the meaning set forth in the Recitals.

"Company Contracts" means all of the Company's rights under all Contracts, purchase orders and agreements related to the Company's operations, in each case, and including all claims and other rights of the Company arising under or relating thereto.

"Consideration Shares" has the meaning set forth in Section 2.1(a).

"Consideration Shares Escrow Agreement" has the meaning set forth in Section 1.3(a)(iv).

"Consideration Shares Subscription Agreement" has the meaning set forth in Section 1.3(a)(iii).

"Contracts" means when described as being those of or applicable to any Person, shall mean any and all contracts, agreements, commitments, franchises, understandings, arrangements, leases, subleases, licenses, sublicenses, registrations, mortgages, bonds, notes, instruments, indentures, deeds of trust, guaranties or other obligation or undertakings, whether written or oral, and any amendments, modifications or supplements thereto, to which such Person is a party or to which or by which such Person or the property of such Person is subject or bound, excluding any Permits.

"Customers" has the meaning set forth in Section 4.17(a).

"Current Assets" means, with respect to Company, all ordinary course assets attributable to the Business of Company (excluding cash) that would, in accordance with GAAP, be classified on the balance sheet as current assets.

"Current Liabilities" means, with respect to the Company, all ordinary course trade payables attributable to the Business of Company (excluding Transaction Expenses, all Excluded Entity Liabilities and any intercompany trade payables of Company owed to any of Company's Affiliates) that would, in accordance with GAAP, be classified on a balance sheet as current liabilities.

"Data Security and Information Privacy Requirements" means, collectively, all of the following to the extent relating to privacy, security, or security breach notification requirements and that the Company has represented that it complies with (such as on its website) or that is otherwise applicable to the Company or the conduct of its Business: (i) the internal rules, policies, and procedures of the Company; (ii) any Contracts to which the Company is party; (iii) all consents and authorizations that apply to the Seller's receipt, access, use and disclosure of personally identifiable information; and (iv) all laws concerning the privacy, protection, transfer or security of personally identifiable information (including any legal requirements of jurisdictions where the personally identifiable information was collected), and all applicable regulations promulgated issued by any governmental entity thereunder, including, if applicable, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, state data security laws, state social security number protection laws, state data breach notification laws, state consumer protection laws, applicable legal requirements relating to the transfer of personally identifiable information, and any applicable legal requirements concerning internet privacy, including requirements for online profiling, advertising and ad measurement or tracking, website and mobile application privacy policies, use of online cookies, locally stored objects, web beacons or other tracking technologies, x data- or web-scraping, call or electronic communications monitoring or recording.

"De Minimis Claim" has the meaning set forth in Section 9.2(b)(ii).

"Deductible" has the meaning set forth in Section 9.2(b)(ii).

"Deficit Amount" has the meaning set forth in Section 2.5.

"Deferred Tax Items" has the meaning set forth in Section 4.19(j).

"Deposit" has the meaning set forth in Section 2.1(e).

"Direct Claim" has the meaning set forth in Section 9.4(b).

"Disclosure Schedules" means the disclosure schedules delivered by the Seller to Buyer in connection with the execution of this Agreement in respect of the representations and warranties set forth herein.

"Disputed Item" has the meaning set forth in Section 2.4.

"Division" has the meaning set forth in the Recitals.

"Effective Time" has the meaning set forth in Section 1.2.

"Employee Benefit Plan" has the meaning set forth in Section 4.21(b).

"Employee Health Plan" has the meaning set forth in Section 4.21(f).

"Employment Agreements" has the meaning set forth in Section 1.3(a)(xix).

"Encumbrances" has the meaning set forth in Section 4.11.

"Environmental Laws" has the meaning set forth in Section 4.13(a).

"EPA" has the meaning set forth in Section 4.13(b).

"ERISA" has the meaning set forth in Section 4.21(b).

"ERISA Affiliate" means any entity whether or not incorporated that is treated as a single employer with Seller under Code Section 414 or ERISA Section 4001 currently or at any relevant time.

"Erroneous Party" has the meaning set forth in Section 2.4.

"Escrow Shares" has the meaning set forth in Section 6.14.

"Escrow Shares Escrow Agreement" has the meaning set forth in Section 1.3(a)(v).

"Estimated Closing Statement" has the meaning set forth in Section 2.3.

"Excess Amount" has the meaning set forth in Section 2.5.

"Excluded Entity" has the meaning set forth in the Recitals.

"Excluded Entity Assets" has the meaning set forth in Annex A.

"Excluded Entity Liabilities" has the meaning set forth in Annex A.

"Final Closing Consideration" has the meaning set forth in Section 2.4.

"Final Closing Statement" has the meaning set forth in Section 2.4.

"Financial Statements" has the meaning set forth in Section 4.6.

"FNC Equipment Lease Obligations" means the obligations of Seller and the Company under that certain Master Equipment Lease Agreement dated as of March 17, 2025, between the Company and First National Capital, LLC, as amended by that certain Amendment No. A-01 to Equipment Schedule No. 01 dated as of May 9, 2025, to the extent first arising on or after the Closing Date.

"Full Distribution" has the meaning set forth in Section 9.6(d).

"Fundamental Representations" has the meaning set forth in Section 9.1.

"Funds Flow Statement" means the statement provided at the Closing and reasonably agreed to by the Parties setting forth the wire amounts and the applicable wire transfer instructions for payment by Buyer of the Cash Consideration on the Closing Date with respect to (i) Seller, (ii) the Cash Escrow Agent in respect of the Cash Escrow Amount, and (iii) any other Person specified in any payoff letter or other invoice in respect of amounts due from, and to be paid on behalf of, Seller at or in connection with Closing, including SAB and SEB.

"FY 2023-2024 Balance Sheet" has the meaning set forth in Section 4.6.

"FY 2023-2024 Income Statements" has the meaning set forth in Section 4.6.

"FY 2025 Balance Sheet" has the meaning set forth in Section 4.6.

"FY 2025 Income Statement" has the meaning set forth in Section 4.6.

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any federal, state or local (whether domestic or foreign) governmental, administrative or regulatory agency, authority, bureau, commission, department, official or similar body or instrumentality thereof, or any governmental court, arbitral tribunal or other body administering alternative dispute resolution.

"Hazardous Substances" means hazardous waste, any hazardous substance, any pollutant or contaminant or any toxic substance, oil or hazardous material or other chemical or substance (including perfluoroalkyl or polyfluoroalkyl substances, asbestos in any form, urea formaldehyde or polychlorinated biphenyls).

"HCERA" has the meaning set forth in Section 4.21(f).

"Healthcare Reform Laws" has the meaning set forth in Section 4.21(f).

"Holdback Fund" has the meaning set forth in Section 2.1(c).

"Holdback Shares" has the meaning set forth in Section 2.1(c).

"Holdback Share Release Date" has the meaning set forth in Section 2.1(c).

"Indebtedness" means as applied to any Person: (i) all indebtedness, Liabilities, or payment obligations of such Person for borrowed money, whether current or funded, or secured or unsecured, including without limitation, (a) all indebtedness of such Person for the deferred purchase price of property or services represented by a note, (b) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the Seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (c) all indebtedness of such Person secured by a purchase money mortgage or other lien to secure all or part of the purchase price of property subject to such mortgage or lien, (d) all obligations

under leases which shall have been or must be, in accordance with generally accepted accounting principles, recorded as capital leases in respect of which such Person is liable as lessee, (e) any Liability of such Person in respect of banker's acceptances or letters of credit, (f) all interest, fees and other expenses owed with respect to the indebtedness referred to above, and (g) all indebtedness referred to above which is guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase; (ii) all accrued or unaccrued vacation, paid-time-off, overtime, bonuses, commissions or similar payments related to any pre-Closing activity payable (or that may become payable) or other accrued compensation to employees or consultants of the Seller; (iii) all deferred revenue, customer deposits, rebates and overpayments; (iv) any payroll that is accrued and earned but not paid as of Closing (including associated payroll Tax obligations, bonus obligations, 401(k) plan matching, and any profit-sharing arrangements); (v) any unpaid Tax obligations; (vi) accrued and unpaid dividends or distributions; and (vii) any of the items described in this definition secured by any Encumbrance on any property or asset of such Person; provided, the term "Indebtedness" will not include Taxes or ordinary course Account Payables; provided, further that Indebtedness shall not include any Permitted Encumbrances.

"Indemnified Party" has the meaning set forth in Section 9.4.

"Indemnified Taxes" means any Losses arising out of or relating to, without duplication, (i) any breach of any representations or warranties set forth in Section 4.19, (ii) Taxes imposed on the Company or otherwise with respect to its asset or operations, with respect to (A) any taxable period ending on or before the Closing Date, and (B) any Straddle Period, to the extent allocable to the Pre-Closing Tax Period portion thereof pursuant to Section 8.1, (iii) Taxes of the Seller unrelated to the Company or its assets or operations, (iv) Taxes of any Person which was a member of any Combined Group with the Company prior to the Closing, (v) Taxes of any Person other than the Company for which the Company is liable pursuant to an event or transaction occurring prior to the Closing, including as a result of the Company being liable as transferee or successors by Contract, or otherwise and (vi) Taxes resulting from any Deferred Tax Items.

"Indemnifying Party" has the meaning set forth in Section 9.4.

"Initial Cash Purchase Payment" has the meaning set forth in Section 2.1(a).

"Intellectual Property" means, collectively, all common law and statutory rights in any jurisdiction throughout the world in, arising out of, or associated with: (i) patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof ("Patents"); (ii) trade secrets, confidential information, or proprietary information; (iii) copyrights, copyrights registrations, mask works, and applications therefor, and all other rights corresponding thereto throughout the world; (iv) domain names and uniform resource locators ("Domain Names"); (v) industrial designs; (vi) trade names, logos, common law trademarks and service marks, any registrations or applications therefor, and related goodwill ("Trademarks"); (vii) all rights in databases and data collections; (viii) all moral and economic rights of authors and inventors, however denominated; (ix) any Software, (x) any Technology (xi) any similar or equivalent rights to any of the foregoing (as applicable); (xii) all rights to sue for past, current, or future infringement, misappropriation, dilution, or violation thereof. The "Intellectual Property" of the Company shall include but not be limited to business names (including the name "SB Directional" and "SB Directional Services"

and all of the Company's right, title and interest in and to any variations thereof), websites, telephone numbers, licenses (as licensee or licensor), computer equipment, electronic systems, databases, customer lists, sales and promotional materials, creative materials, confidential information and data, and all other intellectual property rights of any kind or nature (including, for the avoidance of doubt, any software), as well as all rights thereunder and all goodwill associated therewith.

"Inventories" means all shop equipment including spares, inventory, raw materials, tooling, shop supplies, work in progress and related equipment, any raw materials, work-in-process, finished goods inventories and inventory in transit, whether included within capital assets or inventory in the Financial Statements.

"IRCA" has the meaning set forth in Section 4.20.

"IRS" means the United States Internal Revenue Service.

"Joinder Agreement" has the meaning set forth in Section 1.3(a)(vii).

"Key Employee" shall mean the key employees of the Company designated on Schedule 4.20.

"Knowledge of Seller" (or similar phrase) means the actual knowledge of any of **[Redacted: Employee Names]**, on or prior to the Closing Date, or the knowledge, on or prior to the Closing Date, that each such person would reasonably be expected to obtain in the course of performing his or her duties in the ordinary course for Seller or the Company or otherwise relating to the Business.

"Leased Real Property" has the meaning set forth in Section 4.12.

"Legal Requirement" means any federal, state or local or foreign law, statute, standard, ordinance, code, rule, regulation, resolution or promulgation, or any government order, or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

"Letter of Intent" means that certain letter of intent dated as of November 26, 2025, between Buyer Parent and SB Directional.

"Liability" or "Liabilities" means any and all indebtedness, liabilities, commitments, obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured, liquidated or unliquidated, determined or determinable, on or off-balance sheet, and whether arising in the past, present or future.

"Lookback Date" has the meaning set forth in Section 4.8.

"Losses" means all damages, losses, claims, Liabilities, demands, charges, suits, penalties and expenses (including reasonable attorneys' and other professionals' fees and disbursements). Except for any claims arising from or in respect of fraud, "Loss" shall not include special, punitive, exemplary, or remote or speculative damages. For clarity, "Loss" shall include any special,

punitive and remote or speculative damages to the extent a Buyer Indemnified Person is legally required to pay such amounts in respect of a Third Party Claim for which indemnification is otherwise available hereunder.

"Material Adverse Effect" when used in connection with an entity means any change, event, circumstance, condition or effect that is or is reasonably likely to be, individually or in the aggregate: (a) has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), capitalization, properties, prospects, products, assets (including intangible assets), the Membership Interests, liabilities, business, operations or results of operations of the Business (or, in the case of Buyer, the business of Buyer), taken as a whole; (b) such entity's ability to consummate the Transaction or to perform its obligations under this Agreement; or (c) the ability of Buyer to own or operate the Business from and after the Closing in a manner consistent with the ownership and operation of the Business by Company prior to the Closing; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and that none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) general economic, capital market, financial, political or regulatory conditions, (A) worldwide or in any particular region or (B) affecting the economy in general or the oil and gas industry specifically; (ii) an occurrence, outbreak, escalation or material worsening of war, armed hostilities, acts of terrorism, political instability or other national or international calamity, crisis or emergency, or any governmental or other response or reaction to any of the foregoing; (iii) any change required by U.S. generally accepted accounting principles; (iv) any change in applicable Legal Requirements or the implementation or interpretation thereof; (v) any natural or man-made disaster or acts of God; or (vi) any epidemics, pandemics, disease outbreaks, or other public health emergencies (including COVID-19); provided further that in the case of clauses (i), (ii), (iii), (iv), (v), and (vi) such adverse event shall not be so excluded from the definition or determination of a "Material Adverse Effect" if such event, individually or in the aggregate, has had or would be reasonably expected to have a disproportionate effect on the Membership Interests or the Business relative to other Person operating in the same or similar industry.

"Material Company Contracts" has the meaning set forth Section 4.14(a).

"Membership Interest Assignment Agreement" has the meaning set forth in Section 1.3(a)(ii).

"Membership Interests" has the meaning set forth in the Recitals.

"Objection Period" has the meaning set forth in Section 2.4.

"Objection Statement" has the meaning set forth in Section 2.4.

"Objection Notice" has the meaning set forth in Section 9.4(b).

"Organizational Documents" means (a) in the case of a Person that is a corporation, its articles or certificate of incorporation and its by-laws, regulations or similar governing instruments required by the laws of its jurisdiction of formation or organization; and (b) in the case of a Person that is a limited liability company, its articles or certificate of formation or organization, and its limited liability company agreement or operating agreement.

"Partial Distribution" has the meaning set forth in Section 9.6(c).

"Party" has the meaning set forth in the Recitals.

"Permits" means, with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued by, or otherwise granted by, any governmental authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"Permitted Encumbrances" means (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) 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; and (d) liens with respect to personal property arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business which are not, individually or in the aggregate, material to the Business.

"Person" means a corporation, an association, a partnership, a limited liability company, an organization, a business, an individual, a trust, or other entity or organization or Governmental Authority.

"Personal Property Leases" means all of the Company's title to, interest in and rights under the leases of personal property, including those described on Schedule 1(o).

"Plan of Division" has the meaning set forth in the Recitals.

"PPACA" has the meaning set forth in Section 4.21(f).

"Pre-Closing Restructuring Transactions" has the meaning set forth in the Recitals.

"Pre-Closing Taxes" means all Taxes of Seller, or relating to or arising out of the operation of the Business or with respect to the Membership Interests, for all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date.

"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.

"Proration Amount" means all prepaid license fees and obligations, minus any amounts for accrued payroll of the Company, in each case as determined as of the Closing Date consistent with the methodology and concerning the accounts or items set forth on Schedule 2.3.

"Purchase Price" has the meaning set forth in Section 2.1(a).

"Real Property Leases" means all of the Company's title to, interest in and rights under any real estate leases, capital leases, and related obligations, including those related to the Leased Real Property.

"Redemption Agreement" has the meaning set forth in Section 1.3(a)(xviii).

"Redemption Notes" has the meaning set forth in Annex A.

"Redemption Notes Amount" has the meaning set forth in Annex A.

"Replacement Cash or Securities" has the meaning set forth in Section 9.6(b).

"Representative" means, with respect to any Person, any and all directors, officers, managers, employees, partners, members, consultants, attorneys, accountants, financial advisors and other agents of such Person.

"Released Claims" has the meaning set forth in Section 6.19.

"Released Parties" has the meaning set forth in Section 6.19.

"Releasing Parties" has the meaning set forth in Section 6.19.

"Residual Distribution" has the meaning set forth in Section 9.6(c).

"Restricted Business" means the Business.

"Restricted Nations" has the meaning set forth in Section 4.27(b).

"Restricted Period" has the meaning set forth in Section 6.7.

"SAB" has the meaning set forth in the Recitals.

"SB Directional" has the meaning set forth in the Recitals.

"SB Holdco" means SB Western Holdco, LLC, a Delaware limited liability company.

"Schedule Supplement" has the meaning set forth in Section 6.15.

"SEB" has the meaning set forth in the Recitals.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning set forth in the Recitals.

"Seller Account" has the meaning set forth in Section 2.1(b).

"Seller Affiliated Person Contract" has the meaning set forth in Section 4.23.

"Seller Indemnified Person" has the meaning set forth in Section 9.3(a).

"Service Provider" has the meaning set forth in Section 4.20.

"Shares Escrow Agent" means Prelia Canada LLP.

"Share Valuation Methodology" means the volume weighted average price for the ten (10) trading days up to the third (3rd) Business Day before the date of calculation and the applicable exchange rate to be utilized will be the average of the Bank of Canada daily average closing CDN/USD exchange rate for the ten (10) Business Days up to the date that is the third (3rd) Business Day before the date of such calculation.

"Software" means software in either source code or object code form.

"Solvent", when used with respect to any Person, means that, as of any date of determination, (a) the present fair salable value of such Person's assets, on a consolidated basis (i.e., the amount that may be realized if the aggregate assets of such Person (including goodwill) are sold as an entirety with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises), will, as of such date, exceed all of such Person's Liabilities, contingent or otherwise, on a consolidated basis, as of such date, (b) such Person, on a consolidated basis, will not have, as of such date, an unreasonably small amount of capital for the business in which it is engaged and (c) such Person, on a consolidated basis, will be able to pay its debts and Liabilities (whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness, in each case, after giving effect to the Transactions.

"Specified Representations" has the meaning set forth in Section 9.1.

"Straddle Period" means any taxable period that includes, but does not end on, the Closing Date.

"Subsidiary" or "Subsidiaries" means any corporation, limited liability company, partnership, association, trust, or other business entity, of which the designated parent at any time owns or controls, directly or indirectly, (a) at least a majority (by number of votes) of the outstanding shares of capital stock (or other shares of beneficial interest) entitled ordinarily to vote for the election of such business entity's directors (or in the case of a business entity that is not a corporation, for those Persons exercising functions similar to directors of a corporation), or (b) in the case of a Person other than a corporation, a fifty percent (50%) or greater interest in the capital and/or profits of such Person.

"Suppliers" has the meaning set forth in Section 4.17(b).

"Tax" means any federal, state, local, foreign and other income, profits, franchise, capital, capital stock, net worth, withholding (including backup withholding), unemployment insurance, social security, occupational, production, severance, gross receipts, value added, sales, use, excise, stamp, registration, real or personal property, ad valorem, occupancy, transfer, employment, disability, workers' compensation, estimated tax or other similar tax, customs, duty or other governmental charge (including all interest and penalties thereon and additions thereto).

"Tax Authority" means with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"Tax Return" means any return, declaration, report, claim for refund, information return, statement or other document (including any related or supporting estimates, elections, schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any law, regulation or administrative requirements relating to any Tax.

"Technology" means collectively, all designs, formulas, methods, processes, schematics, technical drawings, technical information, specifications, algorithms, procedures, techniques, ideas, know-how, Software, tools, inventions, creations, trade secrets, improvements, works of authorship, recordings (including voice recordings), graphs, drawings, reports, analyses, and any other embodiment of the above, in any form or media, whether or not specifically listed herein.

"Termination Date" has the meaning set forth in Section 10.1(a).

"Termination Fee" has the meaning set forth in Section 10.3(b).

"Third Party Claim" has the meaning set forth in Section 9.7(a).

"Trade Control Laws" means any applicable trade or economic sanctions or embargoes, restricted party lists, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America, and other government laws applicable to a Party to this Agreement.

"Transactions" means the purchase and sale of the Membership Interests and the assumption by Buyer of the Membership Interests pursuant to this Agreement and the transactions contemplated by the Transaction Documents.

"Transaction Documents" has the meaning set forth in Section 3.1.

"Transaction Expenses" means (a) unpaid fees and expenses incurred by the Seller or the Company relating to this Agreement, the sale of the Business or the Transactions, including legal, accounting, consulting, investment banking, brokers' and finders' and other similar fees, costs and expenses; and (b) all amounts (plus any Taxes thereon) payable by the Seller or the Company, under any "change of control," retention, incentive, termination, compensation, redundancy, severance or other similar arrangements as a result of the consummation of the Transactions (including any such amounts payable to any employee, director or consultant (as applicable) of the Company at the election of such employee, director or consultant (as applicable) pursuant to any such arrangements) to the extent unpaid prior to the Closing.

"Transfer Taxes" has the meaning set forth in Section 1.4.

"WARN Act" means the Worker Adjustment and Retraining Notification Act.

"Warranty Obligations" has the meaning set forth in Section 4.24.

"Year End Balance Sheets" has the meaning set forth in Section 4.6.

"Year End Income Statements" has the meaning set forth in Section 4.6.

12. GENERAL.

12.1 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated hereby.

12.2 Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by electronic mail (in which case it will be effective upon receipt); or (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the next business day after being deposited with such courier service), in each case, to the address listed below:

If to Seller (or the Company prior to Closing), to:

c/o WEP HOLDINGS, LLC
[Redacted: Address]
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

with a copy (which will not constitute notice) to:

Hartzog Conger Cason LLP
[Redacted: Address]
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

If to Buyer or Buyer Parent (or the Company after Closing), to:

c/o ACT Energy Technologies Ltd.
6030-3rd Street S.E.
Calgary, Alberta T2H 1K2
Attention: **[Redacted: Names]**

Email: **[Redacted: Email Addresses]**

with a copy (which will not constitute notice) to:

Porter Hedges LLP
1000 Main Street, 36th Floor Houston,
Texas 77002
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

Each of the Parties to this Agreement may specify a different address or facsimile number by giving notice in accordance with this Section 12.2 to each of the other Parties hereto.

12.3 Entire Agreement. This Agreement contains the entire understanding of the Parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the Parties hereto.

12.4 Governing Law; Venue.

(a) This Agreement and all matters arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement, including any actions, suits or proceedings, whether in contract, tort or statute (an "Action"), shall be governed by, and construed in accordance with, the Legal Requirements of the State of Texas without giving effect to its conflicts of laws provisions.

(b) Each of the Parties (i) irrevocably consents to the service of the summons and complaint and any other process in any Action relating to the Transactions, for and on behalf of itself or any of its properties or assets, in accordance with Section 12.4, *provided* that nothing in this Section 12.4 shall affect the right of any Party to serve legal process in any other manner permitted by applicable Legal Requirement; (ii) consents and submits to the exclusive, mandatory jurisdiction of the Eleventh Business Court Division of the Texas Business Courts (the "Eleventh Division") for any and all Actions arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement (and each Party agrees to commence any Actions relating to this Agreement exclusively in the Eleventh Division); (iii) agrees that the Eleventh Division has subject matter jurisdiction over any Action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement, to the greatest extent permitted under the Texas Government Code; and (iv) waives any objection to the laying of venue or jurisdiction of any such Action in the Eleventh Division and agrees not to plead or claim that such Action has been brought in any inconvenient forum; *provided*, that if the Eleventh Division is unable to accept a filing of any such Action, then each Party consents and submits to the exclusive jurisdiction of any other Texas Business Court and hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Actions arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement, (A) that it is not personally subject to jurisdiction in any of the Texas Business Courts for

any reason, (B) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) that (1) the Action in any such court is brought in an inconvenient forum, (2) the venue of such Action is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts; *provided further*, that if (x) no Texas Business Court is able to accept a filing of such Action or (y) a Texas Business Court determines, in a final order, that the Texas Business Courts lack subject matter jurisdiction over such Action, then each Party consents and submits to the exclusive jurisdiction of the state courts of Texas and hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Actions arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement, (a) that it is not personally subject to jurisdiction in any of the Judicial District Courts of Harris, County, Texas for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS 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, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS. EACH PARTY 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 12.4(C).

12.5 Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

12.6 Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Party hereto; *provided*, *however*, that nothing contained in this Section 12.6 shall prevent Buyer, without the consent of Seller, (a) from, after Closing, transferring or assigning this Agreement or its rights or obligations hereunder to another entity

controlling, under the control of, or under common control with Buyer or (b) from assigning all or part of its rights or obligations hereunder by way of collateral assignment to any bank or financing institution or other lender providing financing for the acquisition contemplated hereby or (c) from transferring or assigning this Agreement or its rights or obligations hereunder to another Person in connection with a sale of substantially all of the assets of Buyer, but no such transfer or assignment made pursuant to clauses (a) or (b) shall relieve Buyer of its obligations under this Agreement.

12.7 Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

12.8 Further Assurances. The Parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

12.9 Specific Performance. The Parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties hereto acknowledge and agree that the Parties hereto shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions or any other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to show proof of actual damages or provide any bond or other security in connection with any such order or injunction.

12.10 No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than Seller and Buyer and their respective members, any rights or remedies under or by reason of this Agreement.

12.11 Interpretations. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein and (d) where implied from the context, any defined term may be used in either the singular or plural form, regardless of whether defined in the singular or the plural: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) 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 and (z) to a statute means such statute as

amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder, (e) the term "any" means "any one, more than one, or all" (f) the phrase "ordinary course of business" means ordinary course of business consistent with past practice, and (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if". This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent this Agreement or any writing required or permitted hereby is signed and/or delivered by means of DocuSign, .pdf or other electronic transmission, such DocuSign, .pdf or other electronic transmission shall be treated in all manner and respects as an original signed counterpart thereof and shall nonetheless be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

12.13 Protected Communications. Notwithstanding any legal requirement to the contrary, (i) all Protected Communications between Hartzog Conger Cason LLP and Seller and/or its Affiliates or any Key Employee that occurred in the context of Hartzog Conger Cason LLP's representation of Seller with respect to matters related to the negotiation, documentation and consummation of this Agreement and the Transaction Documents will remain privileged as between Hartzog Conger Cason LLP and Seller after the Closing and (ii) any attorney-client, work product or other applicable privilege to the extent related to the negotiation, documentation and consummation of the Transactions that otherwise would be available to Seller (such communications described in clause (ii), the "Protected Communications") will remain privileged and shall not constitute books and records of the Company. Further, the Buyer agrees that the privilege shall remain with Seller such that, without limiting Seller's right to such privilege, Seller alone shall have and maintain the right to waive the privilege. Notwithstanding the foregoing, in the event that a dispute arises between Buyer or Seller and a third party other than a Party to this Agreement after the Closing, Seller may assert the attorney-client privilege to prevent disclosure of Protected Communications to such third party; provided, however, that Seller may not waive such privilege without the prior written consent of the Buyer to the extent that the Protected Communications pertain to the Business and/or the Membership Interests. Buyer and Seller (a) share a common legal and commercial interest in all of the information and communications that may be subject to such attorney-client privilege, (b) may become joint defendants in proceedings to which such attorney-client privilege may relate and (c) intend that such attorney-client privilege remain intact should either Party become subject to any actual or threatened proceeding to which such communications relate. Each of the Buyer and Seller agree that (i) if the Buyer and its Affiliates or their respective equity holders, officers or managers obtain any emails and other documents (both electronic or otherwise) that contain Protected Communications on the servers of the Company, such occurrence shall not, in and of itself, (y) cause such Protected Communications to become books and records of the Company or (z) constitute a waiver of the attorney-client privilege or any other privilege applicable to such documents.

[Remainder of this page left blank. Signature page to follow.]

SimplyAgree Sign signature packet ID: ab384a41-7c86-45a6-bb7c-01abef11a4d6

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BUYER PARENT:

ACT ENERGY TECHNOLOGIES LTD.

By:(signed) *"Authorized Signatory"*

BUYER:

ACT ENERGY USA, INC.

By:(signed) *"Authorized Signatory"*

SELLER:

WEP HOLDINGS, LLC

By:(signed) "*Authorized Signatory*"

COMPANY:

SB CONSULTING, LLC, d/b/a SB DIRECTIONAL SERVICES

By: WEP Holdings, LLC, Manager

By: (signed) "*Authorized Signatory*"

ANNEX A

PRE-CLOSING RESTRUCTURING TRANSACTIONS

Prior to the Closing Date, subject to the terms and conditions of the Agreement, SB Directional, SAB and SEB shall enter into the Redemption Agreement, pursuant to which SB Directional will redeem any and all membership interests held by SAB and SEB in exchange for (i) a promissory note in the amount of $1,547,550.53 payable to SAB, and (ii) a promissory note in the amount of $1,547,550.53 payable to SEB (collectively, the "Redemption Notes"). The aggregate amount of $3,095,101.06 payable under the Redemption Notes shall collectively be referred to hereunder as the "Redemption Notes Amount". The Redemption Notes Amount shall be paid by Buyer on behalf of SB Directional out of the Cash Consideration at Closing.

Prior to the Closing Date, subject to the terms and conditions of the Agreement, Seller shall cause SB Directional to divide into two (2) separate limited liability companies by undertaking a division in accordance with Section 18-2054.9 of the Oklahoma Limited Liability Company Act and the Plan of Division and filing the Articles of Division, and taking other appropriate actions in connection therewith, the result of which shall be (x) the continuation of SB Directional as an Oklahoma limited liability company that will hold SB Directional's assets and certain Liabilities relating to the Business (the "Company") and (y) a new Oklahoma limited liability company that will hold SB Directional's certain other assets and Liabilities including those not related to the Business (the "Excluded Entity").

1. The Division shall cause all of the assets of SB Directional related to the Business (the "Business Assets") to be allocated to the Company, including but not limited to:

   (a) All rights of the Company relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;

   (b) All of the Company's rights under the licenses, permits and approvals, both governmental and private, but only to the extent such licenses, permits, and approvals may be transferred under applicable Legal Requirements;

   (c) All of the Company's rights under all Contracts, purchase orders and agreements related to the Company's operations, including all claims and other rights of the Company arising under or relating thereto;

   (d) All of the Company's rights under directional drilling operating assets, including but not limited to motors, rotors, stators, collars, drilling jars, downhole tools, and MWD systems and kits, and any ancillary equipment used in or necessary to operate the Business;

   (e) All Inventories;

   (f) All owned and leased vehicles used in the Business;

(g) All Real Property Leases;

(h) All security deposits, restricted cash, bonds, and similar security with respect to the Company's lease of the Leased Real Property;

(i) The goodwill of the Business;

(j) All of the Company's right, title and interest in and to any Intellectual Property of the Company;

(k) All of the Company's furniture (including office furniture), fixtures, equipment (including office equipment), leasehold improvements, installations, machinery, tools, supplies, materials, computer hardware and other personal property or capital assets;

(l) Copies of all of the Company's books, records and ledgers, related to the Business, including but not limited to inventory and supply records, accounting records, listing of the Business Assets, service records, bids, employment and personnel records for all current employees of the Company (to the extent not prohibited by any Legal Requirement), information systems and all other documents and records relating to the Business Assets;

(m) All customer, vendor or supplier lists;

(n) All marketing literature;

(o) All Personal Property Leases;

(p) All prepaid expenses, unearned customer deposits and security deposits related to the Business or the other Business Assets;

(q) All rights to manufacturers' warranties and indemnities with respect to any of the Business Assets; and

(r) The Organizational Documents of the Company;

(s) All bank accounts of the Company;

(t) All other assets or interests to which the Company has any right by ownership, use or otherwise relating to the Business, including but not limited to any interest related to employees and Service Providers of the Company.

2. The Division shall cause the following Liabilities (the "Business Liabilities") to be allocated to the Company:

(a) all obligations and Liabilities which first arise after the Closing and which relate to events which first arise subsequent to the Closing under the Company's Permits,

Company Contracts, Personal Property Leases, Real Property Leases and the FNC Equipment Lease Obligations.

3. The Division shall cause the following assets (the "Excluded Entity Assets") to be allocated to the Excluded Entity:

(a) The rights of the Company under the Agreement;

(b) All of the Company's Cash on Hand as of the Closing Date;

(c) Books and records of the Company not related to the Business or the Business Assets;

(d) All assets of or relating to any Employee Benefit Plan or any other benefit plan, policy or program (including any plan subject to ERISA or the Code) which Company or any Company Affiliate or any of their ERISA Affiliates, sponsors, maintains or contributes to or to which any of them has or could have any Liability;

(e) All Accounts Receivable; and

(f) All insurance policies of the Company.

4. The Division shall cause the following Liabilities (the "Excluded Entity Liabilities") to be allocated to the Excluded Entity:

(a) Any Liability or obligation of the Company of any kind or nature whatsoever, other than the Business Liabilities. For clarity and for the avoidance of doubt, Excluded Entity Liabilities shall be deemed to include, without limitation, all of the following Liabilities and obligations, except for the Business Liabilities: (i) any claims, demands, Liabilities or obligations of any nature whatsoever (including claims, demands, liabilities or obligations in respect of environmental matters, occupational safety, workers' compensation, grievance proceedings or actual or threatened litigation, suits, claims, demands or governmental proceedings) that arose or were incurred before the Closing Date, or which arise from or are based on events occurring or conditions existing before the Closing Date; (ii) any Liabilities or obligations with respect to any current or former service providers or employees of the Company or its Affiliates, including any Liability or obligation arising under any labor or employment contract, agreement or other arrangement (including any bonuses payable to such employees whether earned or unearned and any accrued but unpaid vacation and sick leave of such employees), any Liability or obligation arising under any Benefit Plan or any other benefit plan, policy or program or other compensation arrangement of the Company or its Affiliates or any of their ERISA Affiliates, including any obligations under any plan with respect to persons who are not employees or former employees of the Company or its Affiliates or their ERISA Affiliates, including spouses and dependents, and any and all notice or other requirements or Liabilities relating to the WARN Act or any similar laws or under any employment Legal Requirements, ERISA or the Code; (iii) any Indebtedness of the Company (other than the FNC Equipment Lease Obligations); (iv) the Transaction Expenses; (v) Indemnified Taxes and Taxes for which Seller is liable pursuant to the Agreement; (vi) any Accounts Payable;

(vii) all Liabilities arising out of any Change of Control Contract, and (viii), all other obligations and Liabilities arising from the operation of the Company, the Business or the ownership of the Business Assets prior to the Closing Date, including, without limitation, any sales Tax obligations and liabilities.

EXHIBIT A-1

FORM OF PLAN OF DIVISION

See attached.

PLAN OF DIVISION

This Plan of Division (this "Plan") is made and entered into this ___ day of April, 2026, effective as of the Effective Time (defined below) by SB Consulting, LLC, an Oklahoma limited liability company d/b/a/ SB Directional Services ("Company"), and WEP Holdings, LLC, a Delaware limited liability company ("WEP"). Each of the parties hereto are individually a "Party" or collectively, the "Parties". Unless otherwise defined herein, capitalized terms have the meaning assigned to such terms in that certain Membership Interest Purchase Agreement by and among WEP, Company, ACT Energy USA, Inc., and ACT Energy Technologies Ltd. dated as of March 9, 2026.

RECITALS

A. Company is a limited liability company duly organized and validly existing under the laws of the State of Oklahoma.

B. WEP is (i) the sole owner of all the Class A Units of Company, which units are all of the issued and outstanding membership interests of Company, and (ii) the sole manager of Company.

C. Pursuant to (i) 18 Ok. Stat. Section 2054.9 of the Oklahoma Liability Company Act (as amended, the "Act"), and (ii) the Amended and Restated Operating Agreement of SB Consulting, LLC dated as of May 17, 2023, as amended by the First Amendment to Amended and Restated Operating Agreement of Company dated as of July 1, 2024 (as amended and supplemented, the "Operating Agreement"), WEP, in its capacity as the sole member and sole manager of the Company, has determined that it is appropriate and in the best interests of Company to be divided (such division being the "Division") into (A) Company which will survive the Division as an Oklahoma limited liability company, and (B) SB Residual, LLC, an Oklahoma limited liability company ("Excluded Entity"), a new Oklahoma limited liability company to be created pursuant to the Division which will be an affiliate of the Company wholly-owned by WEP in the same manner as Company.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants and agreements herein contained, and in order to prescribe the terms and conditions of the Division, the mode of carrying the same into effect, and such other details and provisions as are deemed necessary or proper, Company and WEP hereby agree as follows:

AGREEMENTS:

1. The Division.

1.1 Division. Subject to the conditions hereinafter set forth, and in accordance with the Act, at the Effective Time (defined below), Company shall be divided by division into (a) Company, which will survive the Division as an Oklahoma limited

liability company, and (b) Excluded Entity, created pursuant to the Division that will survive the Division as an affiliate of the Company wholly-owned by WEP.

1.2 Effective Time. The Division shall become effective at the date and time designated in the Certificate of Division filed with the Secretary of State of the State of Oklahoma (the "Certificate of Division") to effectuate the Division in accordance with the requirements of the Act. The date and time upon which the Division shall become effective, as defined by this Section 1.2, is referred to in this Plan as the "Effective Time".

1.3 Effects of the Division. Following the completion of the Division, Company shall continue its existence as an Oklahoma limited liability company governed by and subject to the laws of the State of Oklahoma. Pursuant to the Division, Excluded Entity shall be created as an Oklahoma limited liability company governed by and subject to the laws of the State of Oklahoma.

1.4 Governing Documents. The Certificate of Formation of Company as in effect at the Effective Time, shall be the Certificate of Formation of Company following the Division until thereafter amended in the manner provided by the Operating Agreement, the Act, or other applicable law. The Operating Agreement, as in effect at the Effective Time, shall be the Operating Agreement of Company following the Division until thereafter altered, amended, or replaced in the manner provided by the Operating Agreement, the Act, or other applicable law. The certificate of formation and operating agreement for Excluded Entity are attached to this Plan as Exhibit A and Exhibit B, respectively.

1.5 Effect of the Division on Ownership Interests. At the Effective Time, by virtue of the Division, and without any action on the part of any holder thereof, the ownership interests of Company outstanding immediately prior to the Effective Time shall remain issued, outstanding, and unchanged.

1.6 No Domestic Nonfiling Entities. There are no new domestic nonfiling entities to be created pursuant to the Division.

1.7 No Non-Code Organizations. There are no non-code organizations that will survive the Division or be created by the Division.

1.8 Federal Income Tax Consequences. Immediately following the Effective Time, Excluded Entity's existence as separate from WEP will be disregarded in accordance with Section 301.7701-3(b)(1)(ii) of the regulations promulgated by the United States Treasury Department (the "Treasury Regulations") under the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, Company's intent is that the Division will not constitute a regarded transaction (and thus will not constitute a taxable event) for U.S. federal income tax purposes. Company will report the Division consistent with this Section 1.8 for U.S. federal income tax purposes, unless otherwise required by a "final determination" within the meaning of Section 1313(a) of the Code.

2. Assets and Liabilities.

2.1 Assets. At the Effective Time, all right, title, and interest in and to the business of the Company (the "Business") and described on Exhibit C ("Business Assets"), shall remain, without reversion or impairment, without any further act or deed, and without any transfer or assignment having occurred, allocated to and remain vested in Company without the need for any other transfer. At the Effective Time, all right, title, and interest in and to all other assets of Company not related to the Business, including any cash or accounts receivable of the Company that are more fully described on Exhibit D ("Excluded Entity Assets") shall be, without reversion or impairment, without any further act or deed, and without any transfer or assignment having occurred, allocated to and vested in Excluded Entity without the need for any other transfer or action, except as herein provided.

2.2 Liabilities. At the Effective Time, only those Liabilities of Company relating to the operation of the Business or the Business Assets, arising on or after the Effective Time, including the Liabilities described on Exhibit E ("Business Liabilities") shall be allocated to and remain in Company, without reversion or impairment, without any further act or deed and without any transfer or assignment having occurred. At the Effective Time, all Liabilities of Company not associated with or relating to the Business Liabilities, including the Liabilities described on Exhibit F, and any accounts payable for the Business with respect to the period prior to the Effective Time ("Excluded Entity Liabilities") shall be allocated to and assumed by Excluded Entity, without reversion or impairment, without any further act or deed, and without any transfer or assignment having occurred.

2.3 No Claims. Neither Company nor Excluded Entity shall have any causes of action, rights, or claims against the other as a result of the Division. If there is any ambiguity as to the allocation and vesting of assets and Liabilities described in this Plan, Company and Excluded Entity shall, by subsequent written agreement, clarify the allocation and vesting of assets and Liabilities.

3. Certificates; Further Action. Company, Excluded Entity, and WEP will execute and deliver, or cause to be executed and delivered, all deeds and other instruments necessary to consummate the Division in the manner contemplated in this Plan. Company, Excluded Entity, and WEP shall take or cause to be taken all such further or other lawful actions, assignments or assurances that are necessary to (a) vest, perfect, and confirm title to the Business Assets in Company, or its successors and assigns, and (b) otherwise carry out the purposes of this Plan. In furtherance of the foregoing, Company, Excluded Entity and WEP will execute and deliver, or cause to be executed and delivered, such amendments and instruments for purposes of specifically identifying (i) property constituting either Business Assets or Excluded Entity Assets, and (ii) liabilities constituting either Excluded Entity Liabilities or Business Liabilities.

4. Defined Terms. For purposes this Plan, the following terms have the following meanings:

"Affiliate" or "affiliate" means, with respect to any Person, any other Person which directly or indirectly, alone or together with one or more others, controls, is controlled by or is under common control with such Person. For purposes of this

definition, "control" as applied to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or agreement or otherwise.

"Governmental Authority" means any federal, state or local (whether domestic or foreign) governmental, administrative or regulatory agency, authority, bureau, commission, department, official or similar body or instrumentality thereof, or any governmental court, arbitral tribunal or other body administering alternative dispute resolution.

"Liability" or "Liabilities" means any and all indebtedness, liabilities, commitments, obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured, liquidated or unliquidated, determined or determinable, on or off-balance sheet, and whether arising in the past, present or future.

"Person" means a corporation, an association, a partnership, a limited liability company, an organization, a business, an individual, a trust, or other entity or organization or Governmental Authority.

"Tax" means any federal, state, local, foreign and other income, profits, franchise, capital, capital stock, net worth, withholding, unemployment insurance, social security, occupational, production, severance, gross receipts, value added, sales, use, excise, stamp, registration, real or personal property, ad valorem, occupancy, transfer, employment, disability, workers' compensation, estimated tax or other similar tax, customs, duty or other governmental charge (including all interest and penalties thereon and additions thereto).

5. Miscellaneous. This Plan shall be governed by the laws of the State of Oklahoma. This Plan may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent this Plan or any writing required or permitted hereby is signed and/or delivered by means of DocuSign, .pdf or other electronic transmission, such DocuSign, .pdf or other electronic transmission shall be treated in all manner and respects as an original signed counterpart thereof and shall nonetheless be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Plan and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein. The Parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and agreed to this Plan as of the date first above written.

"COMPANY"

SB CONSULTING, LLC (D/B/A SB DIRECTIONAL
an Oklahoma limited liability company

By: WEP Holdings, LLC, its manager

By:_____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

"WEP"

WEP HOLDINGS, LLC,
a Delaware limited liability company

By:

_____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT A

Excluded Entity Certificate of Formation

(see attached)

EXHIBIT B

Excluded Entity Company Agreement

(see attached)

EXHIBIT C

Business Assets

All of the assets of SB Directional related to the Business are allocated to the Company, including but not limited to:

(a) All rights of the Company relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;

(b) All of the Company's rights under the licenses, permits and approvals, both governmental and private, but only to the extent such licenses, permits, and approvals may be transferred under applicable Legal Requirements;

(c) All of the Company's rights under all Contracts, purchase orders and agreements related to the Company's operations, including all claims and other rights of the Company arising under or relating thereto;

(d) All of the Company's rights under directional drilling operating assets, including but not limited to motors, rotors, stators, collars, drilling jars, downhole tools, and MWD systems and kits, and any ancillary equipment used in or necessary to operate the Business;

(e) All Inventories;

(f) All owned and leased vehicles used in the Business;

(g) All Real Property Leases;

(h) All security deposits, restricted cash, bonds, and similar security with respect to the Company's lease of the Leased Real Property;

(i) The goodwill of the Business;

(j) All of the Company's right, title and interest in and to any Intellectual Property of the Company;

(k) All of the Company's furniture (including office furniture), fixtures, equipment (including office equipment), leasehold improvements, installations, machinery, tools, supplies, materials, computer hardware and other personal property or capital assets;

(l) Copies of all of the Company's books, records and ledgers, related to the Business, including but not limited to inventory and supply records, accounting records, listing of the Business Assets, service records, bids, employment and personnel records for all current employees of the Company (to the extent not prohibited by any Legal Requirement), information systems and all other documents and records relating to the Business Assets;

(m) All customer, vendor or supplier lists;

(n) All marketing literature;

(o) All Personal Property Leases;

(p) All prepaid expenses, unearned customer deposits and security deposits related to the Business or the other Business Assets;

(q) All rights to manufacturers' warranties and indemnities with respect to any of the Business Assets; and

(r) The Organizational Documents of the Company;

(s) All bank accounts of the Company;

(t) All other assets or interests to which the Company has any right by ownership, use or otherwise relating to the Business, including but not limited to any interest related to employees and Service Providers of the Company.

EXHIBIT D

Excluded Entity Assets

(a) The rights of the Company under the Agreement;

(b) All of the Company's Cash on Hand as of the Closing Date;

(c) Books and records of the Company not related to the Business or the Business Assets;

(d) All assets of or relating to any Employee Benefit Plan or any other benefit plan, policy or program (including any plan subject to ERISA or the Code) which Company or any Company Affiliate or any of their ERISA Affiliates, sponsors, maintains or contributes to or to which any of them has or could have any Liability;

(e) All Accounts Receivable;

(f) All insurance policies of the Company; and

(g) Any refund of Taxes (whether in the form of cash received or a credit or offset against Taxes otherwise payable) (a "Tax Refund"), regardless of whether received prior to or after the Closing (including any interest paid or credited by a taxing authority with respect thereto) that relates to a Pre-Closing Tax Period.

EXHIBIT E

Business Liabilities

All obligations and Liabilities which first arise after the Effective Time and which relate to events which first arise subsequent to the Effective Time under the Company's Permits, Company Contracts, Personal Property Leases, Real Property Leases and the FNC Equipment Lease Obligations.

EXHIBIT F

Excluded Entity Liabilities

Any Liability or obligation of the Company of any kind or nature whatsoever, other than the Business Liabilities. For clarity and for the avoidance of doubt, Excluded Entity Liabilities shall be deemed to include, without limitation, all of the following Liabilities and obligations, except for the Business Liabilities: (i) any claims, demands, Liabilities or obligations of any nature whatsoever (including claims, demands, liabilities or obligations in respect of environmental matters, occupational safety, workers' compensation, grievance proceedings or actual or threatened litigation, suits, claims, demands or governmental proceedings) that arose or were incurred before the Closing Date, or which arise from or are based on events occurring or conditions existing before the Closing Date; (ii) any Liabilities or obligations with respect to any current or former service providers or employees of the Company or its Affiliates, including any Liability or obligation arising under any labor or employment contract, agreement or other arrangement (including any bonuses payable to such employees whether earned or unearned and any accrued but unpaid vacation and sick leave of such employees), any Liability or obligation arising under any Benefit Plan or any other benefit plan, policy or program or other compensation arrangement of the Company or its Affiliates or any of their ERISA Affiliates, including any obligations under any plan with respect to persons who are not employees or former employees of the Company or its Affiliates or their ERISA Affiliates, including spouses and dependents, and any and all notice or other requirements or Liabilities relating to the WARN Act or any similar laws or under any employment Legal Requirements, ERISA or the Code; (iii) any Indebtedness of the Company (other than the FNC Equipment Lease Obligations); (iv) the Transaction Expenses; (v) Indemnified Taxes and Taxes for which Seller is liable pursuant to the Agreement; (vi) any Accounts Payable; (vii) all Liabilities arising out of any Change of Control Contract, and (viii), all other obligations and Liabilities arising from the operation of the Company, the Business or the ownership of the Business Assets prior to the Closing Date, including, without limitation, any sales Tax obligations and liabilities.

EXHIBIT A-2

FORM OF ARTICLES OF DIVISION

See attached.

ARTICLES OF DIVISION
OF
SB CONSULTING, LLC

The undersigned "authorized person" (as contemplated by the Oklahoma Limited Liability Company Act) hereby executes these Articles of Division of SB Consulting, LLC (these "Articles of Division") on behalf of SB Consulting, LLC, an Oklahoma limited liability company dba SB Directional Services, as the "Dividing company" (as defined in the Oklahoma Limited Liability Company Act, the "Dividing Company"), and the Dividing Company shall file with the Oklahoma Secretary of State (the "Secretary of State") each of (1) these Articles of Division, and (2) the articles of organization for SB Residual, LLC, an Oklahoma limited liability company, as the "Resulting company" (as defined in the Oklahoma Limited Liability Company Act, the "Resulting Company"), all in accordance with the Oklahoma Limited Liability Company Act, including, without limitation, Section 2054.9 thereof.

1. The name of the Dividing Company is **SB Consulting, LLC**. The name of the Dividing Company has not changed at any time since the time of filing of its original articles of organization with the Secretary of State.

2. The Dividing Company is the "Surviving company" (as defined in the Oklahoma Limited Liability Company Act, the "Surviving Company").

3. The date of filing of the Dividing Company's original articles of organization with the Secretary of State was May 16, 2014.

4. The name of each "Division company" (as defined in the Oklahoma Limited Liability Company Act; together, the "Division Companies", and each, individually, a "Division Company") are as follows:

    a. **SB Consulting, LLC**

    b. **SB Residual, LLC**

5. The name and business address of the "Division contact" (as defined in the Oklahoma Limited Liability Company Act, the "Division Contact") are as follows:

    SB Consulting, LLC
    14221 S. Meridian Avenue
    Oklahoma City, OK 73173

6. The effective time and date of the "Division" (as defined in the Oklahoma Limited Liability Company Act) of the Dividing Company into the Division Companies (the "Division") shall be **12:00 a.m. on April [1], 2026** (the "Effective Time").

7. The Division has been approved in accordance with Section 2054.9 of the Oklahoma Limited Liability Company Act.

8. The "plan of division" (as contemplated by the Oklahoma Limited Liability Company Act, the "Plan of Division") is on file at the place of business of SB Consulting, LLC at 14221 S. Meridian Avenue, Oklahoma City, OK 73173.

9. A copy of the Plan of Division will be furnished by SB Consulting, LLC, on request and without cost, to any member of the Dividing Company.

[Signature Page Follows]

IN WITNESS WHEREOF, SB Consulting, LLC, as the Dividing Company, has caused these Articles of Division to be executed on April _____, 2026.

SB CONSULTING, LLC

By: WEP Holdings, LLC, its Manager

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT B

FORM OF MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

See attached.

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST is made effective the [1st day of April, 2026] (the "Effective Date") by and between WEP Holdings, LLC, a Delaware limited liability company ("Assignor"), and ACT Energy USA, Inc., a Delaware corporation ("Assignee"), for the assignment of all of Assignor's Membership Interests in SB Consulting, LLC, an Oklahoma limited liability company d/b/a SB Directional Services (the "Company"). Unless otherwise defined herein, capitalized terms have the meaning assigned to such terms in that certain Membership Interest Purchase Agreement by and among Assignor, Assignee, the Company, and ACT Energy Technologies Ltd. dated as of March 9, 2026 (the "Purchase Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby (i) assigns, transfers and conveys to Assignee all of the Assignor's Membership Interests in the Company, including all income and profits, capital account balance, voting rights and liquidation rights relative to such Membership Interests in the Company, free and clear of any Encumbrances, and (ii) irrevocably constitutes and appoints **[Redacted: Name]**, as its attorney-in-fact to transfer such Membership Interests on the books of the Company, with full power of substitution in the premises.

[Signature pages follow]

ACCEPTANCE OF ASSIGNMENT
AND
ACKNOWLEDGMENT OF ASSIGNEE

The Assignee hereby accepts and acknowledges receipt of this Assignment of Membership Interest in the Company.

ASSIGNEE:
ACT Energy USA, Inc.

By: _____
Name: **[Redacted: Name**
Title: **[Redacted: Title]**

CONSENT TO ASSIGNMENT
AND
ADMISSION OF SUBSTITUTE MEMBER

Assignor, on behalf of itself and in its capacity as the manager of the Company, hereby (i) executes and delivers this Assignment of Membership Interest in the Company, and (ii) on behalf of the Company, consents to the above assignment of the Membership Interests and to the admission of ACT Energy USA, Inc. as a substitute member replacing the Assignor as of the Effective Date. The Company shall record this assignment on its books and records.

ASSIGNOR:
WEP Holdings, LLC,
on behalf of itself and as the manager of SB Consulting, LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT C

FORM OF CONSIDERATION SHARES SUBSCRIPTION AGREEMENT

See attached.

UNITED STATES

SUBSCRIPTION AGREEMENT FOR COMMON SHARES

TO: ACT ENERGY TECHNOLOGIES LTD. (the "Corporation")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of common shares in the capital of the Corporation (the "**Common Shares**") set forth below for the aggregate subscription price set forth below (the "**Aggregate Subscription Price**"), representing a subscription price of CAD$• per Common Share, subject to the terms and conditions set forth in the "Terms and Conditions of Subscription for Common Shares of ACT Energy Technologies Ltd." attached hereto (the "**Terms**" and together with this face page, the Corporation's signature page, and the attached Exhibits, the "**Subscription Agreement**").

_____
(Name of Subscriber – please print)

By: _____
(Authorized Signature)

_____
(Official Capacity or Title, if the Subscriber is not an individual – please print)

_____
(Please print name of individual whose signature appears above if different than the name of the Subscriber)

_____
(Subscriber's Residential Address)

_____
(Address continued, including zip/postal code)

_____
(Telephone Number) (E-Mail Address)

By executing this Subscription Agreement, you are consenting on your behalf and, if applicable, on behalf of the beneficial principal for whom you are contracting, to the collection, use and disclosure of personal information in the manner described in the privacy notices in section 8 of this Subscription Agreement.

The Subscriber (please check the applicable box for each item):

IS ☐ **or IS NOT** ☐ **an "insider" of the Corporation.**
IS ☐ **or IS NOT** ☐ **a "TSX Insider" of the Corporation.**
IS ☐ **or IS NOT** ☐ **a "registrant".**
IS ☐ **or IS NOT** ☐ **a "promoter".**

as such terms are defined in applicable securities legislation.

Register the Common Shares as set forth below:

_____
(Name of Subscriber)

_____
(Account reference, if applicable)

_____
(Address)

_____
(Address continued, including postal code)

Number of Common Shares: _____

Aggregate Subscription Price (CAD):

_____
(Number of Common Shares x CAD$0.•)

Disclosed Beneficial Purchaser Information:

If the Subscriber is signing as agent for a principal, complete the following on behalf of such principal (the "**Disclosed Beneficial Purchaser**"):

_____
(Name of Disclosed Beneficial Purchaser)

_____
(Disclosed Beneficial Purchaser's Residential Address)

_____
(Address continued, including postal code)

_____
(Disclosed Beneficial Purchaser's Telephone Number) (E-Mail Address)

The Common Shares should be issued in share certificate format.

Deliver the Certificate or DRS Statement representing the Common Shares as set forth below:

_____
(Name of Subscriber)

_____
(Account reference, if applicable)

_____
(Contact Name) (Telephone)

The Subscriber owns, directly or indirectly, the following securities of the Corporation:

_____

_____

(Address)

_____

(Address continued, including postal code)

THIS PAGE IS FOR THE CORPORATION'S USE ONLY. PLEASE LEAVE BLANK.

ACCEPTANCE: The Corporation hereby accepts the subscription set forth above on the terms and conditions contained in this Subscription Agreement.

ACCEPTED AS OF _____, 2026.

ACT ENERGY TECHNOLOGIES LTD.

By: _____
Authorized Signatory

This is the second page of an agreement comprised of 10 pages (not including the Exhibits).

TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES OF ACT ENERGY TECHNOLOGIES LTD.

Terms of the Offering

1. The Subscriber acknowledges and agrees, on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting here under, that the Common Shares subscribed for by the Subscriber hereunder form part of a stand-alone offering for the issuance and sale by the Corporation of _____ Common Shares, at a deemed subscription price of CAD$____ per Common Share, for aggregate gross proceeds of CAD$_____ (the "**Offering**"). The Subscriber acknowledges that the Offering is expected to close on such date as determined by the Membership Interest Agreement (as defined below).

2. The Subscriber further acknowledges and agrees (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting hereunder) that:

(a) subject to the Membership Interest Agreement, this subscription shall become effective and binding upon execution by the Subscriber and the Corporation; ;

(b) the Corporation may, from time, to time after the delivery of this subscription or its acceptance or rejection by the Corporation, issue and sell additional Common Shares or other securities of the Corporation, which may have a dilutive effect on the Subscriber and whether or not this subscription is accepted by the Corporation the Subscriber shall not have any pre-emptive rights in respect of any such issue;

(c) the Offering constitutes a portion of the consideration payable to the Subscriber under the terms of the membership interest purchase agreement dated March 9, 2026 among the Subscriber, the Corporation, ACT Energy USA, Inc. ("**ACT Energy USA**") and certain other parties (the "**Membership Interest Agreement**");

(d) this subscription is made for valuable consideration (as described further in the Membership Interest Agreement) and may not be withdrawn, cancelled, terminated or revoked by the Subscriber;

(e) the Common Shares issued hereunder shall be subject to the terms of an escrow agreement (the "**Escrow Agreement**") and shall be subject to the release schedules and holdback provisions contained in the Escrow Agreement (except as may be agreed by ACT Energy USA under the Membership Interest Agreement).

(f) the closing of the Offering is subject to the receipt of final acceptance from the Toronto Stock Exchange (the "**TSX**"), and the corporation shall use its best efforts to obtain such acceptance as promptly as practicable.

Representations, Warranties and Covenants by Subscriber

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting hereunder) represents, warrants to and covenants with the Corporation and its counsel (and acknowledges that the Corporation and its counsel are relying thereon), both at the date hereof and at the Closing Time (as defined herein), that:

(a) it has been advised to consult with its own legal advisers as to hold periods and other restrictions with respect to trading in the Common Shares imposed by applicable securities laws in Canada and in the jurisdiction in which it resides; except for representations expressly set forth in this Agreement or in the Membership Interest Agreement, it confirms that no representation (written or oral) has been made to it by or on behalf of the Corporation with respect thereto; it acknowledges that it is aware of the characteristics of the Common Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Common Shares except in accordance with limited exemptions under applicable securities laws and regulatory policy until expiry of the applicable restricted period and compliance with the other requirements of applicable law;

(b) it acknowledges that it is aware that the Subscriber may not be able to resell the Common Shares except in accordance with limited exemptions under applicable securities laws and regulatory policy until expiry of the applicable escrow period set forth in the Escrow Agreement, statutory hold periods and compliance with the other requirements of applicable law; and it agrees that any certificates or ownership statements ("**DRS Statements**") representing the Common Shares may bear a legend indicating that the resale of such securities is restricted. **The Subscriber further acknowledges that it should consult its own legal counsel for full particulars of applicable resale restrictions and that it is the Subscriber's responsibility, subject to compliance by the Corporation in connection with the offering, to comply with such restrictions before selling the Common Shares;**

(c) other than the Corporation's profile on SEDAR+ at www.sedarplus.ca, and the information provided on the Corporation's "Investors" tab on its website (actenergy.com/investors/), the Subscriber not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, prospectus, sales or advertising literature or any other document (other than, if any, financial statements or any other continuous disclosure document, other than an offering memorandum, the content of which is prescribed by statute or regulation) describing or purporting to describe the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist them in making an investment decision in respect of the Common Shares;

(d) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Common Shares;

(e) it is domeciled in the jurisdiction indicated on the face page of this Subscription Agreement as the "**Subscriber's Residential Address**" and the purchase by and sale to the Subscriber of the Common Shares and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale has occurred only in such jurisdiction;

(f) the Subscriber is purchasing the Common Shares solely for its own account or for the account of a Disclosed Beneficial Purchaser named on page 1 hereof for which it exercises sole investment discretion, and represents, warrants and certifies that it and each such Disclosed Beneficial Purchaser, as the case may be, is a U.S. Person and is ordinarily resident in the United States;

(g) it has been provided the opportunity to seek information about the business, management, financial position and condition of the Corporation for the purposes of conducting its due diligence investigation, and has had the opportunity to ask and have answered any and all questions which the Subscriber wished to have answered with respect to the subscription for the Common Shares made hereunder;

(h) the Subscriber has had the opportunity to review the public record of the Corporation available under the Corporation's profile on SEDAR+ at www.sedarplus.ca;

(i) the Subscriber (and any beneficial purchaser for whom it is contracting hereunder) acknowledges and agrees that:

  (i) the Common Shares issuable under the Offering are not qualified for sale in the Province of Alberta and may not be offered and sold in Alberta, directly or indirectly, on behalf of the Corporation as part of the Offering; and

  (ii) the Common Shares issuable under the Offering may not be traded in the Province of Alberta until the expiry of the period during which a resident of the Province of Alberta would be required to hold the security, except as otherwise permitted under Alberta securities laws.

(j) the Subscriber confirms that the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser):

  (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Common Shares;

  (ii) is capable of assessing the proposed investment in the Common Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation;

  (iii) is aware of the characteristics of the Common Shares and the risks relating to an investment therein; and

  (iv) is able to bear the economic risk of loss of its investment in the Common Shares (including, without limitation, a complete loss of its investment);

(k) the Subscriber (and any beneficial purchaser for whom it is contracting hereunder) acknowledges that:

  (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Common Shares; and

  (ii) there is no government or other insurance covering the Common Shares; and

(iii) there are risks associated with the purchase of the Common Shares; and

(iv) there are restrictions on the Subscriber's ability to resell the Common Shares, and the Subscriber acknowledges that it is responsible for complying with applicable resale restrictions before selling the Common Shares; and

(v) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws and, as a consequence of acquiring Common Shares pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; provided that nothing herein shall be construed as a waiver of any representations or warranties provided to the Subscriber under this Agreement or any rights, protections, and remedies afforded to Subscriber under the Membership Interest Agreement; and

(vi) the certificates or DRS Statements evidencing the Common Shares may bear a legend referring to restrictions on resale in accordance with applicable securities laws and neither the Corporation nor any transfer agent of the Corporation will register any transfer of such Common Shares not made in compliance with such restrictions on resale;

(l) it confirms that neither the Corporation nor any of its directors, officers, employees or representatives have made any representations (oral or written) to the Subscriber:

(i) that any person will resell or repurchase the Common Shares;

(ii) that any person will refund any portion of the purchase price of the Common Shares; or

(iii) as to the future price or value of the Common Shares;

(m) the Subscriber does not, nor does it intend to, act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;

(n) the Subscriber understands that acquiring, holding and disposing of the Common Shares may have tax consequences under the laws of Canada and the United States, and that the Subscriber is solely responsible for determining the tax consequences of its investment. The Corporation has not made a determination whether it is or would be a "passive foreign investment company", as such term is defined under the United States Internal Revenue Code of 1986, as amended;

(o) either (i) the Subscriber is subscribing for the Common Shares as principal for its own account and not for the benefit of any other person (within the meaning of applicable securities laws), for investment purposes, and not with a view to the resale or distribution of all or any of the Common Shares in violation of United States federal or state securities laws; or (ii) the Subscriber is acting as fiduciary or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a beneficial purchaser and the Subscriber is duly and properly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such beneficial purchaser, and not for the benefit of any other person, for investment purposes, and not with a view to the resale or distribution of the Common Shares in violation of United States federal or state securities laws, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of the Subscriber and the Subscriber acknowledges that the Corporation may be required by law to disclose the identity of such beneficial purchaser for whom the Subscriber is acting;

(p) it is aware that the Common Shares have not been and will not be registered under the United States Securities Act of 1933, as amended ("**U.S. Securities Act**"), or the securities laws of any state and that the Common Shares may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states or an exemption from such registration requirements is available and it acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Common Shares;

(q) the Subscriber undertakes and agrees that it will not offer or sell any of the Common Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable States of the United States or an exemption from such registration requirements is available;

(r) in the event that the Subscriber requests that the certificates or DRS Statements representing the Common Shares be registered and/or delivered in the name of someone with an address in a jurisdiction other than the jurisdiction of its residence as set out on the face page hereof, it has done so only for safekeeping or as a bare trusteeship with respect to such certificates or DRS Statements in accordance with its normal business practice and no act, solicitation, conduct or negotiation directly or indirectly in furtherance of the sale of the Common Shares has occurred in this other jurisdiction;

(s) the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser) is acting at "arm's length" with the Corporation, as such term is defined in applicable securities legislation, and has not received any financial assistance from the Corporation in respect of the purchase of the Common Shares;

(t) it has been independently advised as to restrictions with respect to trading in the Common Shares imposed by applicable securities legislation in the jurisdiction in which it resides; it confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto; it acknowledges that it is aware of the characteristics of the Common Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Common Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until expiry of the applicable hold period and compliance with the other requirements of applicable law; and it understands that in addition to such other legends that may be required pursuant to applicable securities laws and regulatory requirements, all certificates or DRS Statements representing the Common Shares, as well as all certificates or DRS Statements issued in exchange for or in substitution of the foregoing securities, until such time as is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, will bear a legend to the following effect:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY: (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C) OR (D), THE SELLER HAS FURNISHED TO THE CORPORATION AND ITS TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THAT EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON EXCHANGES IN CANADA.

provided, that if such securities are being sold in accordance with the requirements of Rule 904 of Regulation S ("**Regulation S**") promulgated under the U.S. Securities Act, as referred to above, and in compliance with local laws and regulations, the legend may be removed by providing a declaration to the Corporation's transfer agent for such securities, in the form attached hereto as **Exhibit 1** (or as the Corporation may prescribe from time to time),

notwithstanding the foregoing, the Corporation's transfer agent may impose additional requirements for the removal of legends from securities sold in accordance with Rule 904 of Regulation S in the future;

provided further, that, if any such securities are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Corporation and transfer agent for such securities of an opinion of counsel of recognized standing reasonably satisfactory to the Corporation to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws;

(u) the Subscriber understands and acknowledges that the Corporation has the right to instruct the transfer agent for the Common Shares not to record a transfer by any person without first being notified by the Corporation that it is satisfied that such transfer is exempt from or not subject to registration under the U.S. Securities Act and any applicable state securities laws;

(v) Subscriber acknowledges that (i) if an exemption from registration or qualification is available, it may be conditioned on various requirements, including but not limited to the availability of current public information about the Corporation, the time and

manner of the sale, the holding period of the Common Shares and on requirements relating to Seller that are outside of Subscriber's control, and (ii) the Corporation is not presently subject, and may never be subject, to the reporting requirements of the Securities Exchange Act of 1934, as amended, to the extent required to enable Subscriber to sell its Common Shares pursuant to Rule 144 under the U.S. Securities Act;

(w) Subscriber understands that no public market now exists for any of the securities issued by the Corporation, and that the Corporation has made no assurances that a public market will ever exist for the Common Shares;

(x) neither Subscriber nor any of its officers, employees, agents, directors, stockholders or partners has (i) agreed to pay any commission, fee or other remuneration to any third party to solicit or contact any potential investor, (ii) engaged in any general solicitation, or (iii) published any advertisement, in each case, in connection with the offer and sale of the Common Shares;

(y) neither Subscriber, nor any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers, is subject to any of the "**Bad Actor**" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3);

(z) the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber;

(aa) Subscriber has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Corporation;

(bb) to the knowledge of Subscriber, no representation or warranty of the Subscriber contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading;

(cc) the Subscriber is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Corporation is organized under the laws of Canada; (ii) some or all of the directors and officers may be residents of countries other than the United States; and (iii) some or a substantial portion of the assets of the Corporation and such persons may be located outside the United States;

(dd) the Subscriber understands and agrees that the financial statements of the Corporation have been, or will be, prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of companies formed or domiciled in the United States;

(ee) the receipt of the Common Shares by the Subscriber does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of the Corporation;

(ff) the Subscriber understands that the Common Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws:

(i) Subscriber must hold the Common Shares unless they are registered with the United States Securities and Exchange Commission and qualified by the state authorities (unless an exemption from such registration and qualification requirements is available) and the Corporation is under no obligation (and has no intention) to register the Common Shares under any circumstances, or to attempt to make available any exemption from registration under the U.S. Securities Act or any applicable state securities law before selling the Common Shares; and

(ii) the Subscriber understands that it must bear the economic risks of the investment in the Common Shares for an indefinite period of time;

(gg) the Subscriber understands that if it decides to offer, sell, pledge or otherwise transfer any of the Common Shares, such securities may be offered, sold, pledged or otherwise transferred, directly or indirectly, only: (A) to the Corporation; (B) outside the United States in accordance with Rule 904 of Regulation S and in compliance with applicable local laws and regulations; (C) in accordance with the exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in compliance with any applicable state securities laws; or (D) in another transaction that does not otherwise

require registration under the U.S. Securities Act or any applicable state securities laws, and in the case of (C) and (D), the seller has furnished to the Corporation and its transfer agent an opinion to such effect from counsel of recognized standing or other evidence reasonably satisfactory to the Corporation and its transfer agent in connection with such transaction;

(hh) the Subscriber acknowledges that it has not purchased the Common Shares as a result of any "general solicitation" or "general advertising" (as those terms are used in Regulation D), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(ii) the Subscriber understands and acknowledges that the Corporation is not (i) obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities regulatory authority any registration statement in respect of resales of the Common Shares in the United States or (ii) obligated to take and has no present intention of taking, if necessary, any actions to make Rule 144 under the U.S. Securities Act available for resales of the Common Shares;

(jj) the Subscriber understands and acknowledges that (i) if the Corporation is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Common Shares and (ii) the Corporation is not obligated to make Rule 144 under the U.S. Securities Act available for resales of such securities;

(kk) if a corporation, partnership, unincorporated association or other entity, it has been duly incorporated or created, as the case may be, and is valid and subsisting under the laws of its jurisdiction of incorporation or creation, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;

(ll) if an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;

(mm) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;

(nn) in the case of a subscription by it for Common Shares acting as agent for Disclosed Beneficial Purchaser, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal;

(oo) it acknowledges that the Corporation may complete additional financings in the future in order to develop the business of the Corporation and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, may be completed on reasonable terms; any such future financings may have a dilutive effect on current or future securityholders, including the Subscriber; and if such future financings are not available, the Corporation may be unable to fund its ongoing development;

(pp) it acknowledges that there are significant risks related to the Corporation's future results of operations, it has relied solely upon publicly available information relating to the Corporation and not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation;

(qq) it acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber;

(rr) it understands that the Common Shares are being offered for sale only on a "**private placement**" basis and that the sale and delivery of the Common Shares is conditional upon such sale being exempt from the requirements under applicable securities laws as to the filing of a prospectus, registration statement or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus, registration statement or delivering an offering memorandum and, as a consequence: (i) it is restricted from using most of the civil remedies available under applicable securities legislation in Canada; (ii) it may not receive information that would otherwise be required to be provided to it under applicable securities laws in Canada; and (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws in Canada.

(ss) if required by applicable securities laws, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Common Shares;

(tt) it will not resell the Common Shares except in accordance with the provisions of applicable securities laws, the Escrow Agreement and stock exchange rules in the future;

(uu) the acquisition of the Common Shares hereunder by the Subscriber will not result in the Subscriber becoming a "control person" as defined in applicable securities laws (including policies of the TSX);

(vv) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound;

(ww) none of the funds the Subscriber is using to purchase the Common Shares are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities and the Aggregate Subscription Price which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLA**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge, none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true in any material respect, and to provide the Corporation with appropriate information in connection therewith;

(xx) [reserved];

(yy) it is not named on or blocked by any of the following lists (the "**Prohibited Lists**") promulgated by the Department of Foreign Affairs, Trade and Development Canada, or the Department of Public Safety Canada:

(1) the List of Names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code* (Canada);

(2) the List of Names subject to the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism; and

(3) the List of Names subject to the United Nations Al-Qaida and Taliban Regulations.

The Subscriber acknowledges and agrees that because the foregoing lists are subject to change from time to time, it is the responsibility of the Subscriber to ensure that each representation made by the Subscriber is true and correct as of the date of this Subscription Agreement; and

(zz) **the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for these Common Shares and accordingly, has had the opportunity to obtain any necessary advice as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement.**

Closing

4. The Subscriber agrees to deliver to the Corporation this Subscription Agreement concurrently with delivery the executed Membership Interest Agreement.

5. The issuance and sale of the Common Shares pursuant to this Subscription Agreement is expected to be completed electronically at such time as the Corporation may determine (the "**Closing Time**"), on such date as the Corporation may determine (each such applicable date referred to as the "**Closing Date**") in accordance with the procedures set forth in the Membership Interest Agreement. At the Closing Time, the Aggregate Subscription Price shall be delivered to the Corporation against delivery by the Corporation of the certificates or DRS Statements representing the Common Shares. In the event this subscription is rejected in whole,

the Corporation will, as soon as practical notify the Subscriber and return this Subscription Agreement. The Corporation will send written notice to the Subscriber if, upon the issuance of the Common Shares pursuant to this Subscription Agreement, such Common Shares constitute at least 10% or more of the Corporation's issued and outstanding shares of common stock.

6. The Corporation shall be entitled to rely on delivery of a facsimile or portable document format ("**PDF**") copy of executed subscriptions, and acceptance by the Corporation of such facsimile or PDF subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. If less than a complete copy of this Subscription Agreement is delivered to the Corporation at the Closing Time, the Corporation shall be entitled to assume that the Subscriber accepts and agrees with all of the terms and conditions of this Subscription Agreement on the pages not delivered at the Closing Time unaltered.

7. The Subscriber irrevocably authorizes the Corporation and its counsel solely for administrative purposes in connection with the closing of the Offering to:

(a) negotiate and settle the form of any certificates to be delivered and any agreement to be entered into in connection with the Offering, provided, that the Corporation may not vary, amend, alter or waive any such condition where to do so would result in materially or adversely affecting the Subscriber without the Subscriber's prior written consent;

(b) act as its representative at the closing of the Offering solely for the purpose of executing and delivering ministerial or administrative documents necessary to effect the issuance and delivery of the Common Shares to swear, execute, file and record any document necessary to accept delivery of certificates and/or DRS Statements representing the Common Shares at the closing of the Offering, , to execute a receipt for such certificates and/or DRS Statements and all other documentation, and to deliver such certificates and/or DRS Statements to the Subscriber as set out in this Subscription Agreement; provided that the Corporation shall not terminate this Subscription Agreement on behalf of the Subscriber without the Subscriber's prior written consent; and

(c) to complete or correct any clerical or typographical errors or omissions in this Subscription Agreement or any form provided by the Subscriber; provided that no such correction shall materially alter the rights or obligations of the Subscriber.

Privacy

8. The Subscriber acknowledges that (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Purchaser):

(a) this Subscription Agreement requires the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's or any Disclosed Beneficial Purchaser's eligibility to purchase the Common Shares under applicable securities laws, preparing and registering certificates and/or DRS Statements representing the Common Shares to be issued to the Subscriber, if applicable, and completing filings required by any stock exchange or securities regulatory authority;

(b) the Subscriber's and, if applicable, any Disclosed Beneficial Purchaser's personal information may be disclosed by the Corporation to: (i) stock exchanges or securities regulatory authorities; (ii) the Corporation's registrar and transfer agent; (iii) Canada Revenue Agency; and (iv) any of the other parties involved in the Offering, including legal counsel, and may be included in non-public record books in connection with the Offering, and by executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Purchaser) is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's and any Disclosed Beneficial Purchaser's personal information and to the filing of copies or originals of any of the documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby and the collection, use and disclosure of any personal information by the TSX for the purposes set out in the policies of the TSX; and

(c) the Subscriber acknowledges and agrees that it has been notified by the Corporation (a) of the delivery to the securities regulatory authority or regulator of the full legal name, full residential address, email address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price, the exemption relied upon, the date of distribution, whether the Subscriber is an insider of the Corporation or a registrant and the full legal name of the person compensated for distribution to the Subscriber (if any); (b) that this information is being collected by the securities regulatory authority or regulator under the authority granted in securities legislation; (c) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction; and (d) the title, business

address and business telephone number of the public official in the Province of Alberta who can answer questions about the security regulatory authority's or regulator's indirect collection of the information is as follows: Alberta Securities Commission, Suite 600, 250 – 5th Street SW, Calgary, Alberta, T2P 0R4, Telephone: 403-297-6454, Toll free in Canada: 1-877-355-0585, Facsimile: 403-297-2082, Public official contact regarding indirect collection of information: FOIP Coordinator.

The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this Section 8 on its own behalf and on behalf of all Disclosed Beneficial Purchasers.

General

9. The Subscriber agrees that the representations, warranties, covenants and acknowledgements made in this Subscription Agreement and the exhibits hereto are made with the intent that they may be relied upon by the Corporation in determining the suitability of the Subscriber as a purchaser of Common Shares and will be true and correct both as of the execution of this Subscription Agreement and as of the time this subscription is accepted and will survive the completion of the issuance of the Common Shares. The Subscriber agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, advisors, affiliates, shareholders, partners and agents from and against any direct losses finally determined by a court of competent jurisdiction to have resulted directly from a material breach by the Subscriber of any representation or warranty of the Subscriber contained herein or from any negligent misrepresentation by the Subscriber. The Subscriber undertakes to immediately notify the Corporation, Attention: **[Redacted: Name and Contact Information]** of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to receipt of an accepted Subscription Agreement.

10. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Common Shares to the Subscriber shall be borne by the Subscriber.

11. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein, and all claims relating to or arising out of this Subscription Agreement, or the breach of any term hereof, shall likewise be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of laws principles. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the province of Alberta.

12. In this Subscription Agreement (including attachments), references to "$" or "CAD" are to Canadian dollars, and references to "U.S.$" are to United States dollars.

13. This Subscription Agreement, together with the Membership Interest Agreement and the Escrow Agreement, represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. In the event of any conflict between this Agreement and the Membership Interest Agreement or the Escrow Agreement, the terms and conditions of the Membership Interest Agreement or the Escrow Agreement, as applicable, shall govern. Time shall be of the essence hereof.

14. The representations and warranties made by the Subscriber in this Subscription Agreement shall survive the closing of the transactions contemplated hereby for the benefit of the Corporation. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent to the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other party.

15. Subject to section 7, neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

16. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

17. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.

18. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.

EXHIBIT 1

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: **ACT ENERGY TECHNOLOGIES LTD.**

AND TO: **THE TRANSFER AGENT FOR THE COMMON SHARES OF ACT ENERGY TECHNOLOGIES LTD.**

ATTENTION: _____

The undersigned (a) acknowledges that the sale of common shares of ACT Energy Technologies Ltd. (the "**Corporation**"), to which this declaration relates, represented by certificate number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (b) certifies that (1) **[the undersigned is an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Corporation solely by virtue of being an officer or director of the Corporation // the undersigned is not an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Corporation]**, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (B) the transaction was executed in, on or through the facilities of a "designated offshore securities market" and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) no selling concession, fee or other remuneration will be paid in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent, (5) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (6) the seller does not and will not have a short position in the securities being sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act and does not intend to replace such securities with fungible unrestricted securities and (7) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise defined herein, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

_____
Name of Seller

By: _____
Name
Title

Affirmation By Seller's Broker-Dealer

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to our sale, for such Seller's account, of the securities of the Corporation described therein, and on behalf of ourselves we certify and affirm that (A) we did not offer the securities to a person in the United States, (B) we have no knowledge that the transaction had been prearranged with a buyer in the United States, and the transaction was executed on or through the facilities of a designated offshore securities market, (C) neither we, nor any person acting on our behalf, engaged in any directed selling efforts in connection with the offer and sale of such securities, and (D) no selling concession, fee or other remuneration is being paid to us in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

_____
Name of Firm

By: _____
Authorized officer

Date: _____

EXHIBIT D

FORM OF CONSIDERATION SHARES ESCROW AGREEMENT

See attached.

ESCROW AGREEMENT
(CONSIDERATION SHARES)

THIS AGREEMENT is dated effective as of April 1, 2026

A M O N G :

ACT ENERGY USA, INC., a corporation incorporated under the laws of the state of Delaware

(the "**Buyer**")

- and -

ACT ENERGY TECHNOLOGIES LTD., a corporation incorporated under the laws of the province of Alberta

("**ACT**")

- and -

WEP HOLDINGS, LLC, a Delaware limited liability company

(the "**Seller**")

- and -

PRELIA CANADA LLP, a limited liability partnership with an office at 800, 333 - 7th Avenue SW, Calgary, Alberta

(the "**Escrow Agent**")

CONTEXT:

A. ACT, the Buyer and the Seller are parties to the Membership Interest Purchase Agreement which contemplates that ACT will issue the Consideration Shares to the Seller subject to the terms and conditions of this Agreement.

B. ACT, the Buyer and the Seller have agreed that the Consideration Shares shall be deposited into escrow and released in accordance with the terms and conditions of this Agreement.

C. ACT, the Buyer and the Seller have agreed that a portion of the Consideration Shares (the "Holdback Shares") may be held back from release to the Seller and subject to cancellation in the event of one or more Claims (as defined in this Agreement), in accordance with the terms and conditions of this Agreement.

D. The Escrow Agent has agreed to facilitate the escrow of the Consideration Shares.

THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms

In this Agreement the following terms have the following meanings:

(a) "**Additional Cash or Securities**" has the meaning ascribed thereto in the Membership Interest Purchase Agreement.

(b) "**Agreement**" means this agreement, as it may be supplemented or amended by written agreement between the Parties.

(c) "**Claim**" means any claim (including any appeal or application for review) for indemnifiable Losses under the Membership Interest Purchase Agreement, and also includes the Escrow Agent's costs and expenses of defending itself against any claim of liability or in any action for interpleader and any costs and expenses if it is required to attend or provide evidence in a dispute between the Buyer and the Seller in relation to this Agreement.

(d) "**Closing Date**" has the meaning ascribed thereto in the Membership Interest Purchase Agreement.

(e) "**Consideration Shares**" means the aggregate of the Tranche 1 Shares, the Tranche 2 Shares and the Tranche 3 Shares issued to Seller (or as directed by Seller) under the Membership Interest Purchase Agreement and placed into escrow under this Agreement.

(f) "**Court**" means a court of competent jurisdiction.

(g) "**Document**" is defined in Section 9.2(a).

(h) "**Exchange Rate**" means the average of the Bank of Canada daily average closing CDN/USD exchange rate for the ten (10) Business Days up to and including the third (3rd) Business Day before the Offset Date.

(i) "**Holdback Fund**" has the meaning ascribed thereto in the Membership Interest Purchase Agreement.

(j) "**Holdback Share Release Date**" has the meaning ascribed thereto in the Membership Interest Purchase Agreement.

(k) "**Holdback Shares**" means the Tranche 3 Shares that comprise the Holdback Fund until the Holdback Share Release Date.

(l) "**Joint Instructions**" means written instructions signed by the Buyer and the Seller and given to the Escrow Agent from time to time providing direction to the Escrow Agent with respect to the Consideration Shares and the Holdback Fund.

(m) "**Membership Interest Purchase Agreement**" means the membership interest purchase agreement among the Buyer, ACT, the Seller and certain other parties, dated as of the date hereof.

(n) "**Offset Date**" means the date that any Joint Instructions are received by the Escrow Agent.

(o) "**Parties**" means ACT, the Seller, the Buyer and the Escrow Agent, collectively, and "**Party**" means any one of them.

(p) "**Replacement Cash or Securities**" has the meaning ascribed thereto in the Membership Interest Purchase Agreement.

(q) "**Shares**" means common shares in the capital stock of ACT.

(r) "**Term**" is defined in Section 3.3.

(s) "**Tranche 1 Shares**" means the 1,492,330 Common Shares identified on Schedule "A" to this Agreement, having a release date of twelve (12) months following the Closing Date, subject to the terms of this Agreement.

(t) "**Tranche 2 Shares**" means the 426,380 Common Shares identified on Schedule "A" to this Agreement, having a release date of twenty-four (24) months following the Closing Date, subject to the terms of this Agreement.

(u) "**Tranche 3 Shares**" means the 1,065,952 Common Shares identified on Schedule "A" to this Agreement, having a release date of twenty-four (24) months following the Closing Date, subject to the terms of this Agreement.

1.2 Certain Rules of Interpretation

(a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation," respectively.

(b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(c) References in this Agreement to an Article or Section are to be construed as references to an Article or Section of this Agreement unless the context requires otherwise.

1.3 Governing Law

This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of the Province of Alberta.

1.4 Entire Agreement

This Agreement together with the Membership Interest Purchase Agreement constitutes the entire agreement between the Parties pertaining to the administration of the Consideration Shares and the Holdback Fund by the Escrow Agent, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties,

conditions or other agreements between the Parties, express or implied in connection with the administration of the Consideration Shares except as specifically set out in this Agreement and the Membership Interest Purchase Agreement. None of the Parties has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or in contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or the Membership Interest Purchase Agreement.

ARTICLE 2
APPOINTMENT, ACCEPTANCE AND DISCLOSURE

2.1 Appointment and Acceptance

The Parties appoint the Escrow Agent to act, and the Escrow Agent accepts the appointment and will act, as escrow agent in accordance with this Agreement.

2.2 Disclosure and Right to Act

The Seller acknowledges that the Escrow Agent acts as solicitors for ACT including with respect to the issuance of the Consideration Shares except with respect to fulfilling its obligations under this Agreement. The Seller acknowledges that no solicitor-client relationship arises between the Escrow Agent and the Seller as a result of the Escrow Agent acting as escrow agent in accordance with this Agreement.

2.3 Seller Parties

The Seller represents and warrants to the Buyer, ACT and the Escrow Agent that it has all necessary legal right and authorization on behalf of itself and on behalf of any other parties which are registered holders of Consideration Shares as of the Closing Date, to:

(a) acknowledge receipt of the Consideration Shares and place the Consideration Shares into escrow under Sections 3.1 and 3.2 of this Agreement; and

(b) provide any Joint Instructions in respect of the Consideration Shares as required from time to time under the terms of this Agreement.

ARTICLE 3
ESTABLISHMENT OF ESCROW

3.1 Deposit of Consideration Shares

The Buyer shall cause the Consideration Shares listed opposite the Seller's name in Schedule "A" to be deposited with the Escrow Agent to be held in escrow under this Agreement as of the effective date of this Agreement, or as soon as practicable upon the issuance of the Consideration Shares. The Buyer will immediately deliver or cause to be delivered to the Escrow Agent on the Seller's behalf any share certificates or other evidence of the Consideration Shares. The Seller acknowledges constructive receipt of the Consideration Shares and confirms that the Consideration Shares will be held in accordance with the Membership Interest Purchase Agreement and this Agreement.

3.2 Receipt

The Escrow Agent:

(a) acknowledges receipt of the Consideration Shares and confirms that the Consideration Shares will be held in accordance with this Agreement; and

(b) confirms that it has no ownership interest in the Consideration Shares, but is serving as escrow holder only, and has possession of the Consideration Shares only in accordance with this Agreement.

3.3 Term

The term of this Agreement (the "**Term**") will begin as of the date of this Agreement and will end on the earlier of:

(a) the effective date of the Escrow Agent's resignation, as provided in Section 9.3;

(b) the effective date of the Escrow Agent's removal, as provided in Section 9.4;

(c) the delivery into court of the Consideration Shares as provided in Section 9.6(b); and

(d) the termination of the escrow established by this Agreement, as provided in Section 8.1.

3.4 Direction to Escrow Agent

The Buyer and the Seller direct the Escrow Agent to hold the Consideration Shares in escrow until such Consideration Shares are released from escrow under this Agreement.

ARTICLE 4
RELEASE OF ESCROWED SHARES

4.1 Escrow Release Schedule

Except as provided by Sections 5.4 and 5.5, the Consideration Shares shall be released from escrow as follows:

(a) The Tranche 1 Shares shall be released by the Escrow Agent to the Seller on the date that is twelve (12) months after the Closing Date;

(b) The Tranche 2 Shares shall be released by the Escrow Agent to the Seller on the date that is twenty-four (24) months after the Closing Date; and

(c) The Holdback Shares (or remaining portion thereof allocable to the Seller) shall cease to be subject to any holdback on the Holdback Share Release Date. The Holdback Shares (or remaining portion thereof allocable to the Seller) shall be released by the Escrow Agent to the Seller on the date that is twenty-four (24) months after the Closing Date;

in each case subject to any early release from escrow agreed to by Buyer, as set forth in the Membership Interest Purchase Agreement.

4.2 Delivery of Certificates for Consideration Shares

The Escrow Agent will send to the Seller any certificates or other evidence of the Consideration Shares in the possession of the Escrow Agent within ten (10) Business Days after the release of such Consideration Shares from escrow.

4.3 Replacement Certificates

If, on the date the Consideration Shares are to be released, the Escrow Agent holds a share certificate or other evidence representing more Consideration Shares than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Buyer or its transfer agent and request replacement share certificates or other evidence. The Buyer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. Within ten (10) Business Days after the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Seller (or, pursuant to Section 10.6, below, to a designee at the Seller's direction) the replacement share certificate or other evidence of the Consideration Shares released. The Escrow Agent and Buyer will act as soon as reasonably practicable.

ARTICLE 5
DEALING WITH CONSIDERATION SHARES

5.1 Restrictions on Transfer, Mortgage, etc.

Unless it is expressly permitted in this Agreement or otherwise with written consent of ACT (as permitted under the Membership Interest Purchase Agreement), the Seller will not sell, transfer, assign, mortgage, encumber, enter into a derivative transaction concerning, or otherwise deal in any way with the Consideration Shares or any related share certificates or other evidence of the Consideration Shares.

5.2 Voting of Consideration Shares

Unless agreed otherwise in writing by ACT upon written request of the Seller (with notice to the Buyer and the Escrow Agent), the Seller shall not be entitled to exercise any voting rights attached to the Consideration Shares (or portion thereof) which remain held in escrow pursuant to the terms of this Agreement.

5.3 Replacement Cash or Securities and Additional Cash or Securities

In the event that the Seller becomes entitled to receive any Replacement Cash or Securities or any Additional Cash or Securities during the Term, the Parties shall procure that such payment shall be made to the Escrow Agent and held in escrow and included as part of the Holdback Fund under the terms of this Agreement, as soon as reasonably practicable upon receipt thereof.

5.4 Claims

In the event that the Seller becomes required under the terms of the Membership Interest Purchase Agreement to indemnify the Buyer during the Term for a Claim, the Buyer and the Seller shall forthwith execute and deliver to the Escrow Agent Joint Instructions specifying the applicable US dollar amount relating to such Claim (the "**US Dollar Claim Amount**"), and following receipt by the Escrow Agent of the Joint Instructions:

(a) the Escrow Agent shall calculate the Canadian Dollar equivalent of the US Dollar Claim Amount based upon the Exchange Rate (the "**Canadian Dollar Claim Amount**");

(b) the Canadian Dollar Claim Amount shall be deducted from the Holdback Fund and released to the Buyer within 15 days following the Escrow Agent's receipt of the Joint Instructions. In making such deduction for the Buyer, the Escrow Agent shall first apply any cash funds in the Holdback Fund prior to applying any Holdback Shares; and

(c) the Escrow Agent shall co-ordinate with ACT's transfer agent as necessary to exchange the certificates representing the Holdback Shares for replacement share certificates issuable in the names of the Buyer (or ACT) to reflect the deduction of the Canadian Dollar Claim Amount from the Holdback Fund. If requested by the Buyer's transfer agent, Seller will promptly supply any additional documents reasonably necessary for the Buyer's transfer agent to split the certificates representing the Holdback Shares into replacement share certificates of ACT issuable in the name of the Buyer (or ACT).

If the Holdback Fund then remaining is insufficient to pay the Canadian Dollar Claim Amount, then the Seller's liability to pay any remaining deficiency to the Buyer shall be determined by the terms of the Membership Interest Purchase Agreement.

For greater certainty, the Parties agree that for the purposes of any calculation of deductions against the Canadian Dollar Claim Amounts under this section, the per share price of the Holdback Shares shall be as set forth in Section 2.1(c) of the Membership Interest Purchase Agreement.

5.5 Partial Distributions

If the Escrow Agent is notified by the Buyer or the Seller that there are unresolved Claims under the Membership Interest Purchase Agreement on or before the Holdback Share Release Date, then notwithstanding Section 4.1, the Escrow Agent shall maintain the Holdback Fund in escrow following the Holdback Share Release Date until otherwise instructed pursuant to Escrow Agent Joint Instructions. Buyer and the Seller shall forthwith execute and deliver to the Escrow Agent Joint Instructions specifying the reasonable estimated liability of the Seller for such Claims (the "**Estimated Liability**"), and then within ten (10) Business Days of receiving such Joint Instructions, the Escrow Agent shall:

(a) calculate the Canadian dollar amount of the Estimated Liability using the Exchange Rate as if the Holdback Share Release Date is the Offset Date for purposes of this Agreement (the "**Canadian Dollar Estimated Liability**");

(b) set aside in escrow an amount of the Holdback Fund equivalent to the Canadian Dollar Estimated Liability (the "**Escrowed Liability Estimate**");

(c) release to the Seller the remaining amount of the Holdback Fund; and

(d) subject always to the Escrow Agent's sole and unfettered right to resign under Section 9.3 of this Agreement, to maintain the Escrowed Liability Estimate in escrow pending additional Joint Instructions from the Buyer and the Seller.

The Escrow Agent shall co-ordinate with ACT's transfer agent as necessary to exchange the certificates representing the Holdback Shares for replacement share certificates issuable in the names of the Buyer

(or ACT) to reflect the deduction of the Escrowed Liability Estimate from the Holdback Fund (as well as any subsequent dealings with the Escrowed Liability Estimate following steps (a) – (c) above). If requested by ACT's transfer agent, Seller will promptly supply any additional documents necessary for ACT's transfer agent to split the certificates representing the Holdback Shares into replacement share certificates of ACT issuable in the name of the Buyer (or ACT).

If the Holdback Fund then remaining is insufficient to pay the Escrowed Liability Estimate (or any additional amounts following resolution of the estimated liability dispute), then the Seller's liability to pay any remaining deficiency to the Buyer shall be determined by the terms of the Membership Interest Purchase Agreement.

For greater certainty, the Parties agree that for the purposes of any calculation of deductions against the Canadian Dollar Claim Amounts under this section, the per share price of the Holdback Shares shall be as set forth in Section 2.1(c) of the Membership Interest Purchase Agreement.

ARTICLE 6
EFFECT OF TRANSFER WITHIN ESCROW

6.1 Effect of Transfer Within Escrow

Concurrently with any permitted transfer of any Consideration Shares within escrow, unless otherwise agreed to by the Buyer and Seller in writing:

(a) the transferee(s) shall execute an acknowledgement in the form attached hereto as Schedule "B";

(b) the transferee(s) shall execute any other documents, certifications, or information reasonably requested by the Buyer or ACT's transfer agent to ensure compliance with applicable securities laws and regulations, including but not limited to representations regarding restricted security status, exemptions from registration, and resale restrictions; and

(c) the Consideration Shares will remain in escrow on the same terms that applied before the transfer.

Prior to (i) the final release by the Escrow Agent of the Consideration Shares in accordance with Section 4.1, or (ii) the final distribution by the Escrow Agent of the Holdback Fund in accordance with the Membership Interest Purchase Agreement and this Agreement, the Escrow Agent will not deliver any share certificates or other evidence of the Consideration Shares to transferees under this Article 6.

ARTICLE 7
BUSINESS COMBINATIONS

7.1 Business Combinations

This Article 7 applies to the following business combinations (each a "**Business Combination**") of ACT:

(a) a formal take-over bid for all outstanding equity securities of ACT or which, if successful, would result in a change of control of ACT;

(b) a formal issuer bid for all outstanding equity securities of ACT;

(c) a statutory arrangement;

(d) an amalgamation;

(e) a merger; and

(f) a reorganization that has an effect similar to an amalgamation or merger.

7.2 Delivery to Escrow Agent

The Seller may tender the Consideration Shares to a person or company in a Business Combination for which notice has been given by Buyer to the Seller and the Escrow Agent. At least five (5) business days prior to the date the Consideration Shares must be tendered under the Business Combination (but in no event less than ten (10) business days after the Buyer has delivered notice of such Business Combination to the Seller and the Escrow Agent), the Seller must deliver to the Escrow Agent:

(a) a written direction signed by the Seller that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates or other evidence of the Consideration Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Seller and required to be delivered to the depositary under the Business Combination; and

(b) any other information concerning the Business Combination as the Escrow Agent may reasonably request.

7.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under Section 7.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the Consideration Shares, and a letter addressed to the depositary that:

(a) identifies the Consideration Shares that are being tendered;

(b) states that the Consideration Shares are held in escrow;

(c) states that the Consideration Shares are delivered only for the purposes of the Business Combination and that the Consideration Shares will be released from escrow for this limited purpose only after the Escrow Agent receives the information described in Section 7.4;

(d) if any share certificates or other evidence of the Consideration Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of Consideration Shares that are not released from escrow into the Business Combination; and

(e) in any case where securities become issuable to the Seller under the terms of the Business Combination, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as

soon as practicable, any such share certificates or other evidence of additional securities that the Seller acquires under the Business Combination.

7.4 Release of Consideration Shares to Depositary

The Escrow Agent will release from escrow the tendered Consideration Shares (for the limited purposes of tender to the Business Combination) when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the Business Combination, by that other person or company, that:

(a) the terms and conditions of the Business Combination have been met or waived; and

(b) the Consideration Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

7.5 Return to Escrow

The Parties agree that any securities issuable to the Seller following tender under the terms of the Business Combination in exchange for the Consideration Shares shall be sent promptly to the Escrow Agent and shall be held in escrow under the terms of this Agreement and, thereafter all references to "Consideration Shares" in this Agreement shall be deemed to refer to such securities issued under the terms of the Business Combination in exchange for the original Consideration Shares.

In addition, any securities issuable to the Seller under the terms of the Business Combination in exchange for Holdback Shares shall be treated as "Replacement Cash or Securities" for all purposes of this Agreement.

ARTICLE 8
TERMINATION OF ESCROW

8.1 Termination of Escrow

If the Term has not already ended by virtue of the Escrow Agent's resignation or removal under Sections 9.3 or 9.4, or deposit of the Consideration Shares into court pursuant to Section 9.6(b), the escrow established by this Agreement will terminate upon the later of: (i) the final release by the Escrow Agent of the Consideration Shares in accordance with Section 4.1; or (ii) the final distribution by the Escrow Agent of the Holdback Fund in accordance with the Membership Interest Purchase Agreement and this Agreement.

ARTICLE 9
DUTIES AND RIGHTS OF THE ESCROW AGENT

9.1 Duties of the Escrow Agent

(a) The Escrow Agent will hold, safeguard and release the Consideration Shares in accordance with this Agreement.

(b) Except as expressly provided in this Agreement, the Escrow Agent will have no other duties or responsibilities under this Agreement and no implied duties or obligations will be read into this Agreement against the Escrow Agent.

(c) Without limiting the generality of Section 9.1(b), the Escrow Agent will have no duty to:

(i) give the Consideration Shares any greater degree of care than required under the applicable by-laws and rules of professional conduct established by the Law Society of Alberta;

(ii) enforce any obligation of any Person, except as expressly provided in this Agreement;

(iii) make any representation as to the value, validity, genuineness or collectability of any Document held by or delivered to it; or

(iv) provide advice to any Party on selling or retaining, or taking or refraining from taking any action with respect to the Consideration Shares.

9.2 Liability of the Escrow Agent

The Escrow Agent will not be liable for any action taken or not taken by it with respect to any matter relating in any way to this Agreement, except for its own wilful misconduct or gross negligence.

The Escrow Agent will be entitled to:

(a) rely upon any judgment, court order or other judicial process, certification, demand, notice, deed, agreement, instrument, security or other writing (each being a "**Document**") delivered to it under this Agreement without being required to determine the:

(i) authenticity of any Document (whether the Document purports to be an original or a copy);

(ii) due authorization, execution or delivery of any Document;

(iii) correctness of any fact stated in any Document; or

(iv) propriety or validity of the service of any Document;

(b) rely upon any signature believed by the Escrow Agent to be genuine;

(c) assume that any Person purporting to give any receipt or advice or make any statement or execute any Document in connection with the provisions of this Agreement has been duly authorized to do so;

(d) assume that the undersigned representative of any Party which is not a natural person has full power and authority to instruct the Escrow Agent on behalf of that Party unless written notice to the contrary is delivered to the Escrow Agent;

(e) seek advice and directions from a Court, in the Escrow Agent's capacity as a trustee for the benefit of the Buyer and the Seller;

(f) commence or defend any action or proceeding for the determination of any Claims, including a suit or action in interpleader;

(g) retain at the sole expense of the Buyer and the Seller, and act on, the opinion, advice or information obtained from, any independent lawyer or other expert, whether retained by the Escrow Agent, the Buyer or any Seller, but the Escrow Agent will not be bound to act upon such opinion, advice or information and, except as expressly provided in this Agreement, will not be responsible for any losses resulting from retaining or not retaining any independent lawyer or other expert or for so acting or not so acting, as the case may be; and

(h) employ any assistance as the Escrow Agent may, in its sole discretion, determine to be necessary or advisable to properly discharge its duties under this Agreement and pay, for the account of the Buyer and the Seller, the fees, disbursements and other costs required for that assistance, including legal or other services provided for in Section 9.2(g).

9.3 Resignation of Escrow Agent

The Escrow Agent may resign at any time upon ten (10) Business Days' prior written notice, and:

(a) if the Escrow Agent has received Joint Instructions within the ten-day period to deliver the Consideration Shares to a named successor escrow agent, the Escrow Agent's resignation will take effect on the date of delivery of the Consideration Shares, to the successor escrow agent; or

(b) if the Escrow Agent has not received the Joint Instructions described above within the ten-day period, the Escrow Agent's sole responsibilities after the expiry of that period will be to:

(i) hold and safeguard the Consideration Shares; and

(ii) arrange for the deposit of the Consideration Shares into a Court as soon as practicable after the expiry of the ten-day period;

and the Escrow Agent's resignation will take effect on the day the Escrow Agent deposits the Consideration Shares into a Court.

9.4 Removal of the Escrow Agent

The Parties may remove the Escrow Agent at any time by Joint Instructions, and:

(a) if those Joint Instructions name a successor escrow agent, the Escrow Agent's removal will take effect on the date of delivery of the Consideration Shares to the successor escrow agent; or

(b) if those Joint Instructions do not name a successor escrow agent, then the Escrow Agent's sole responsibilities will be to:

(i) hold and safeguard the Consideration Shares; and

(ii) arrange for the deposit of the Consideration Shares into a Court as soon as practicable after receipt of those Joint Instructions,

and the Escrow Agent's removal will take effect on the day the Escrow Agent deposits the Consideration Shares into a Court.

9.5 Discharge from Duties

At the time the Escrow Agent's resignation or removal, as the case may be, takes effect, the Escrow Agent will be discharged of and from any and all further liabilities, duties and obligations arising in connection with this Agreement.

9.6 Disagreement

If any disagreement between the Buyer and the Seller results in adverse claims or demands made in relation to the Consideration Shares or the Membership Interest Purchase Agreement, or if the Escrow Agent is in doubt as to what action it should take under this Agreement, the Escrow Agent:

(a) will be entitled to retain the Consideration Shares until the Escrow Agent has received Joint Instructions directing the release of the Consideration Shares, and the Escrow Agent will rely and act on the Joint Instructions without further question by releasing the Consideration Shares, as directed;

(b) will be entitled, in the alternative, in its sole discretion and after providing written notice to Seller, to deposit the Consideration Shares still held by it, into a Court pending resolution of that disagreement or adverse claim or demand, following which the Escrow Agent will be deemed to have resigned effective as of the time of that deposit; and

(c) will not act as legal counsel to the Buyer in connection with any such adverse claims or demands; provided, however, that the Escrow Agent may continue to act as Buyer's legal counsel with respect to matters unrelated to such adverse claim or demand, and its appointment as Escrow Agent will in no way hinder its ability to do so.

9.7 Escrow Agent's Compensation

The Buyer will reimburse the Escrow Agent for all reasonable expenses, disbursements or advances incurred or made by the Escrow Agent in performance of its duties under this Agreement (including reasonable fees, expenses and disbursements of its counsel).

9.8 Indemnity

Except to the extent that any Claim which can be brought under Section 9.2 is successfully asserted against the Escrow Agent, the Buyer and the Seller will jointly and severally indemnify and hold harmless the Escrow Agent (and any successor escrow agent) from and against any and all Claims incurred or sustained by the Escrow Agent in respect of any matter or thing done by it under, pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent.

9.9 Certain Obligations of the Buyer and the Seller

No printed or other matter in any language (including prospectuses, notices, reports and promotional material) that mentions the Escrow Agent's name or the rights, powers or duties of the Escrow Agent will be issued by or on behalf of the Buyer or any Seller without the prior written consent of the Escrow Agent.

ARTICLE 10
GENERAL

10.1 Notices

Any notice to be provided under this Agreement must be in writing and either be delivered personally or by courier; sent by prepaid registered mail; or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any notice provided under this Agreement must be sent to the intended recipient at its address as follows:

to the Buyer and/or ACT at:

ACT Energy Technologies Ltd.
6030 3rd Street SE
Calgary, AB T2H 1K2
Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

with a copy to:

Porter Hedges LLP
1000 Main Street, 36th Floor
Houston, Texas 77002
Attention: **[Redacted: Name]**
E-mail: **[Redacted: Email Address]**

to the Seller at:

WEP Holdings, LLC
[Redacted: Address]

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

with a copy (which shall not constitute Notice) to:

Hartzog Conger Cason
201 Robert S. Kerr Avenue, Suite 1600
Oklahoma City, Oklahoma 73102
Attention: **[Redacted: Name]**

E-mail: **[Redacted: Email Address]**

or the Escrow Agent at:

Prelia Canada LLP
800, 333 7th Avenue SW
Calgary, Alberta T2P 2Z1
Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

or at any other address as any Party may at any time advise the other by notice given or made in accordance with this Section 10.1. Any notice delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the notice will be deemed to have been given or made and received on the next Business Day. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every notice must be delivered personally or by courier or transmitted by e-mail or functionally equivalent electronic means of transmission. Any notice transmitted by e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the notice will be deemed to have been given or made and received on the next Business Day.

10.2 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

(a) the legality, validity or enforceability of the remaining provisions of this Agreement; or

(b) the legality, validity or enforceability of that provision in any other jurisdiction.

10.3 Submission to Jurisdiction

Each of the Parties irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, each of the Parties:

(a) irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of the Province of Alberta, or that the subject matter of this Agreement may not be enforced in those courts;

(b) irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts of the Province of Alberta, of the substantive merits of any such suit, action or proceeding; and

(c) to the extent that Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, irrevocably waives such immunity in respect of its obligations under this Agreement.

10.4 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and not alternative.

10.5 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by each of the Parties. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

10.6 Assignment and Enurement

None of the Parties may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Notwithstanding the foregoing, Seller may assign, transfer, or direct the right to receive all or any portion of the Consideration Shares to one or more nominees who are, directly or indirectly, the beneficial owners of Seller; provided that (a) each such nominee is identified to Escrow Agent and Buyer in writing at least three business days prior to the applicable distribution date, together with reasonable evidence of such nominee's beneficial ownership of Seller and tax status; (b) Seller and each nominee deliver to Escrow Agent and Buyer duly executed assignment and direction instruments in form and substance reasonably satisfactory to Escrow Agent and Buyer and such other documents as may reasonably be required by Buyer to effect the assignment to the nominee; (c) such assignment does not expand, modify, or limit any obligations, defenses, setoffs, indemnities, or rights of Escrow Agent or Buyer under this Agreement; (d) the assignment complies with all applicable laws, including tax, anti-money laundering, anti-corruption, sanctions, and know-your-customer requirements, and Seller and each nominee provide such information and documentation as Escrow Agent or Buyer may reasonably request to confirm such compliance; (e) no assignment shall impose any additional duties on Escrow Agent beyond ministerial redirection of payment instructions unless Escrow Agent consents in writing; (f) any assignment is effective only upon written acknowledgment by Escrow Agent; and (g) Seller and each nominee shall execute any other documents, certifications, or information reasonably requested by the Buyer or ACT's transfer agent to ensure compliance with applicable securities laws and regulations, including but not limited to representations regarding restricted security status, exemptions from registration, and resale restrictions.

10.7 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, and those counterparts will together constitute one and the same instrument.

10.8 Survival

Sections 9.7, 9.8 and any other provisions that would reasonably be expected to remain in force will survive the termination of the escrow created under this Agreement. The termination of the escrow created under this Agreement will not affect the rights of any Party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to that termination.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Each of the Parties has executed and delivered this Agreement effective as of the date noted at the beginning of this Agreement.

ACT ENERGY TECHNOLOGIES LTD.

Per: _____

Name: **[Redacted: Name]**

Title: **[Redacted: Title]**

ACT ENERGY USA, INC.

Per: _____

Name: **[Redacted Name]**

Title: **[Redacted: Title]**

WEP HOLDINGS, LLC

Per: _____

Name: **[Redacted: Name]**

Title: **[Redacted: Title]**

PRELIA CANADA LLP

Per: _____

Name: **[Redacted: Name]**

Title: **[Redacted: Title]**

SCHEDULE "A"

CONSIDERATION SHARES – COMMON SHARES

REGISTERED HOLDER	NUMBER OF SHARES
WEP HOLDINGS, LLC	Share Certificates for:
Tranche 1:	1,492,330 Shares;
Tranche 2:	426,380 Shares; and
Tranche 3:	1,065,952 Shares

SCHEDULE "B"

CONSIDERATION SHARES – COMMON SHARES

FORM OF ACKNOWLEDGEMENT

Acknowledgment and Agreement to be Bound

I acknowledge that the securities listed in the attached Schedule "A" (the "**Consideration Shares**") have been or will be transferred to me and that the Consideration Shares are subject to an Escrow Agreement dated April •, 2026 (the "**Escrow Agreement**").

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the Consideration Shares, as if I were an original signatory to the Escrow Agreement.

Dated at _____ on _____, 2026.

Where the transferee is an individual:

Signed, sealed and delivered by
[Transferee] in the presence of:

_____ _____

Signature of Witness **[Transferee]**

_____

Name of Witness

Where the transferee is not an individual:

[Transferee]

_____

Authorized signatory

_____

Authorized signatory

EXHIBIT E-1

FORM OF ESCROW SHARES ESCROW AGREEMENT

See attached.

ESCROW AGREEMENT
(ESCROW SHARES)

THIS AGREEMENT is dated effective as of March 9, 2026,

AMONG:

ACT ENERGY USA, INC., a corporation incorporated under the laws of the state of Delaware

(the "**Buyer**")

- and -

ACT ENERGY TECHNOLOGIES LTD., a corporation incorporated under the laws of the province of Alberta

("**Buyer Parent**")

- and -

[Redacted: Individual Name], as Securityholders'

Representative

(the "**Securityholders' Representative**")

- and -

PRELIA CANADA LLP, a limited liability partnership with an office at 800, 333 - 7th Avenue SW, Calgary, Alberta

(the "**Escrow Agent**")

CONTEXT:

A. Buyer Parent, Buyer, WEP Holdings, LLC and Company are parties to the MIPA which contemplates that Buyer Parent will issue the Escrow Shares to SB Holdco subject to the terms and conditions of this Agreement.

B. Buyer Parent, Buyer, WEP Holdings, LLC and Company have agreed that the Escrow Shares shall be deposited into escrow and released in accordance with the terms and conditions of this Agreement.

C. The Securityholder Representative has been appointed as the representative of each Securityholder pursuant to the Securityholder Agreements.

D. The Escrow Agent has agreed to facilitate the escrow of the Escrow Shares.

THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms

In this Agreement the following terms have the following meanings:

1.1.1 "**Additional Cash or Securities**" means any cash or additional shares payable upon any dividend, stock split, stock dividend or other distribution affecting all of the holders of the Shares.

1.1.2 "**Agreement**" means this agreement, as it may be supplemented or amended by written agreement between the Parties.

1.1.3 "**Claim**" means any claim (including any appeal or application for review) for indemnifiable Losses under the MIPA or a Securityholder Agreement, and also includes the Escrow Agent's costs and expenses of defending itself against any claim of liability or in any action for interpleader and any costs and expenses if it is required to attend or provide evidence in a dispute between the Buyer and the Securityholder Representative in relation to this Agreement.

1.1.4 "**Closing**" has the meaning ascribed thereto in the MIPA.

1.1.5 "**Closing Date**" has the meaning ascribed thereto in the MIPA.

1.1.6 "**Company**" means SB Consulting, LLC, d/b/a SB Directional Services, an Oklahoma limited liability company.

1.1.7 "**Court**" means a court of competent jurisdiction.

1.1.8 "**Document**" is defined in Section 9.2.1.

1.1.9 "**Escrow Shares**" means the 639,570 Shares to be issued to SB Holdco under the MIPA and placed into escrow under this Agreement.

1.1.10 "**Joint Instructions**" means written instructions signed by the Buyer and the Securityholders' Representative and given to the Escrow Agent from time to time providing direction to the Escrow Agent with respect to the Escrow Shares.

1.1.11 "**MIPA**" means the membership interest purchase agreement among Buyer Parent, Buyer, WEP Holdings, LLC and Company dated as of March 9, 2026.

1.1.12 "**Parties**" means Buyer Parent, the Buyer, the Securityholders' Representative and the Escrow Agent, collectively, and "**Party**" means any one of them.

1.1.13 "**Release Date**" means:

1.1.13.1 in respect of the Escrow Shares set forth in paragraph (1) of Schedule "A", the date which is one (1) year from the Closing Date;

1.1.13.2 in respect of the Escrow Shares set forth in paragraph (2) of Schedule "A", the date which is two (2) years from the Closing Date;

1.1.13.3 in respect of the Escrow Shares set forth in paragraph (3) of Schedule "A", the date which is three (3) years from the Closing Date;

1.1.13.4 in respect of the Escrow Shares set forth in paragraph (4) of Schedule "A", the date which is four (4) years from the Closing Date; and

1.1.13.5 in respect of the Escrow Shares set forth in paragraph (5) of Schedule "A", the date which is five (5) years from the Closing Date;

1.1.14 "**Replacement Cash or Securities**" has the meaning ascribed thereto in the MIPA.

1.1.15 "**SB Holdco**" means SB Western Holdco, LLC, a Delaware limited liability company.

1.1.16 "**Shares**" means common shares in the capital stock of Buyer Parent.

1.1.17 "**Securityholder**" means a party that has executed the Securityholder Agreement.

1.1.18 "**Securityholder Agreement**" means the form of agreement attached as Schedule "B" hereto.

1.1.19 "**Term**" is defined in Section 3.3.

1.2 Certain Rules of Interpretation

1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation," respectively.

1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3 References in this Agreement to an Article or Section are to be construed as references to an Article or Section of this Agreement unless the context requires otherwise.

1.3 Governing Law

This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of the Province of Alberta.

1.4 Entire Agreement

This Agreement together with the MIPA and the Securityholder Agreements constitutes the entire agreement between the Parties pertaining to the administration of the Escrow Shares by the Escrow Agent, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties, conditions or other agreements between the Parties, express or implied in connection with the administration of the Escrow Shares except

as specifically set out in this Agreement, the MIPA and the Securityholder Agreements. None of the Parties has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or in contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement, the MIPA or the Securityholder Agreements.

ARTICLE 2
APPOINTMENT, ACCEPTANCE AND DISCLOSURE

2.1 Appointment and Acceptance

The Parties appoint the Escrow Agent to act, and the Escrow Agent accepts the appointment and will act, as escrow agent in accordance with this Agreement.

2.2 Disclosure and Right to Act

The Securityholders' Representative acknowledges that the Escrow Agent acts as solicitors for Buyer Parent including with respect to the issuance of the Escrow Shares except with respect to fulfilling its obligations under this Agreement. The Securityholders' Representative acknowledges that no solicitor-client relationship arises between the Escrow Agent and the Securityholders' Representative as a result of the Escrow Agent acting as escrow agent in accordance with this Agreement.

ARTICLE 3
ESTABLISHMENT OF ESCROW

3.1 Deposit of Escrow Shares

The transactions contemplated by this Article 3 shall occur immediately following the Closing. The Buyer shall cause the Escrow Shares listed opposite SB Holdco's name in Schedule "A" to be deposited with the Escrow Agent to be held in escrow under this Agreement as of the effective date of this Agreement, or as soon as practicable upon the issuance of the Escrow Shares. The Buyer will immediately deliver or cause to be delivered to the Escrow Agent on the Securityholders' Representative's behalf any share certificates or other evidence of the Escrow Shares. The Securityholders' Representative acknowledges constructive receipt of the Escrow Shares and confirms that the Escrow Shares will be held in accordance with this Agreement, the MIPA and the Securityholders Agreements.

3.2 Receipt

The Escrow Agent:

3.2.1 acknowledges receipt of the Escrow Shares and confirms that the Escrow Shares will be held in accordance with this Agreement; and

3.2.2 confirms that it has no ownership interest in the Escrow Shares, but is serving as escrow holder only, and has possession of the Escrow Shares only in accordance with this Agreement.

3.3 Term

The term of this Agreement (the "**Term**") will begin as of the date of this Agreement and will end on the earlier of:

3.3.1 In the event the Closing does not occur or the MIPA is otherwise terminated in accordance with its terms;

3.3.2 the effective date of the Escrow Agent's resignation, as provided in Section 9.3;

3.3.3 the effective date of the Escrow Agent's removal, as provided in Section 9.4;

3.3.4 the delivery into court of the Escrow Shares as provided in Section 9.6.2; and

3.3.5 the termination of the escrow established by this Agreement, as provided in Section 8.1.

3.4 Direction to Escrow Agent

The Buyer and the Securityholders' Representative direct the Escrow Agent to hold the Escrow Shares in escrow until such Escrow Shares are released from escrow under this Agreement.

ARTICLE 4
RELEASE OF ESCROWED SHARES

4.1 Escrow Release Schedule

Except as provided otherwise in this Agreement, the Escrow Shares (or remaining portion thereof allocable to the Securityholders' Representative) shall be released by the Escrow Agent to the Securityholders' Representative on the Release Date, and subject to receipt of satisfactory transfer documentation, transferred into the name(s) of the applicable parties under the Securityholder Agreements.

4.2 Securityholder Representative Instructions for Release

If a Securityholder is in breach of any representation, warranty or covenant contained in a Securityholder Agreement as of the applicable Release Date, then, instead of registration in the name of the Securityholder on the applicable Release Date, the Escrow Shares scheduled for release shall remain registered in the name of SB Holdco (subject to application of any relevant provision in the Securityholder Agreement providing for alternative re-registration of the Escrow Shares).

4.3 Delivery of Certificates for Escrow Shares

The Escrow Agent will send to the Securityholders' Representative any certificates or other evidence of the Escrow Shares in the possession of the Escrow Agent within ten (10) Business Days after the release of such Escrow Shares from escrow.

4.4 Replacement Certificates

If, on the date the Escrow Shares are to be released, the Escrow Agent holds a share certificate or other evidence representing more Escrow Shares than are to be released, the Escrow Agent will deliver the

share certificate or other evidence to the Buyer or its transfer agent and request replacement share certificates or other evidence. The Buyer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. Within ten (10) Business Days after the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholders' Representative or at the Securityholders' Representative's direction, the replacement share certificate or other evidence of the Escrow Shares released. The Escrow Agent and Buyer will act as soon as reasonably practicable.

ARTICLE 5
DEALING WITH ESCROW SHARES

5.1 No Set-Off

The Escrow Shares shall not be subject to any set-off, counterclaim, recoupment or other rights which the Escrow Agent may have against any of the Parties or against any other Person for any reason whatsoever. The Escrow Shares are not the property of the Escrow Agent and shall not be subject to any lien, attachment or other judicial process of any creditor of the Escrow Agent.

5.2 Restrictions on Transfer, Mortgage, etc.

Unless it is expressly permitted in this Agreement or otherwise with written consent of Buyer Parent, the Securityholders' Representative (including any party for which the Securityholders' Representative is acting as agent for under the terms of a Securityholder Agreement) will not sell, transfer, assign, mortgage, encumber, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrow Shares or any related share certificates or other evidence of the Escrow Shares prior to their release under this Agreement.

5.3 Voting of Escrow Shares

The Securityholders' Representative may exercise any voting rights attached to the Escrow Shares.

5.4 Replacement Cash or Securities and Additional Cash or Securities

In the event that the Securityholders' Representative becomes entitled to receive any Replacement Cash or Securities or any Additional Cash or Securities on account of the Escrow Shares during the Term, the Parties shall procure that such payment shall be made to the Escrow Agent and held in escrow and included as part of the Escrow Shares under the terms of this Agreement, as soon as reasonably practicable upon receipt thereof.

ARTICLE 6
EFFECT OF TRANSFER WITHIN ESCROW

6.1 Effect of Transfer Within Escrow

Concurrently with any permitted transfer of any Escrow Shares within escrow, unless otherwise agreed to by the Buyer and Securityholders' Representative in writing, the transferee(s) shall execute an acknowledgement in the form attached hereto as Schedule "C" and the Escrow Shares will remain in escrow on the same terms that applied before the transfer. Except in connection with a release by the

Escrow Agent of Escrow Shares in accordance with Section 4.1, the Escrow Agent will not deliver any share certificates or other evidence of the Escrow Shares to transferees under this Article 6.

ARTICLE 7
BUSINESS COMBINATIONS

7.1 Business Combinations

This Article 7 applies to the following business combinations (each a "**Business Combination**") of Buyer Parent:

7.1.1 a formal take-over bid for all outstanding equity securities of Buyer Parent or which, if successful, would result in a change of control of Buyer Parent;

7.1.2 a formal issuer bid for all outstanding equity securities of Buyer Parent;

7.1.3 a statutory arrangement;

7.1.4 an amalgamation;

7.1.5 a merger; and

7.1.6 a reorganization that has an effect similar to an amalgamation or merger.

7.2 Delivery to Escrow Agent

The Securityholders' Representative may tender the Escrow Shares to a person or company in a Business Combination. At least five (5) business days prior to the date the Escrow Shares must be tendered under the Business Combination, the Securityholders' Representative must deliver to the Escrow Agent:

7.2.1 a written direction signed by the Securityholders' Representative that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates or other evidence of the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Securityholders' Representative and required to be delivered to the depositary under the Business Combination; and

7.2.2 any other information concerning the Business Combination as the Escrow Agent may reasonably request.

7.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under Section 7.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the Escrow Shares, and a letter addressed to the depositary that:

7.3.1 identifies the Escrow Shares that are being tendered;

7.3.2 states that the Escrow Shares are held in escrow;

7.3.3 states that the Escrow Shares are delivered only for the purposes of the Business Combination and that the Escrow Shares will be released from escrow for this limited purpose only after the Escrow Agent receives the information described in Section 7.4;

7.3.4 if any share certificates or other evidence of the Escrow Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of Escrow Shares that are not released from escrow into the Business Combination; and

7.3.5 in any case where securities become issuable to the Securityholders' Representative under the terms of the Business Combination, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any such share certificates or other evidence of additional securities that the Securityholders' Representative acquires under the Business Combination.

7.4 Release of Escrow Shares to Depositary

The Escrow Agent will release from escrow the tendered Escrow Shares (for the limited purposes of tender to the Business Combination) when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the Business Combination, by that other person or company, that:

7.4.1 the terms and conditions of the Business Combination have been met or waived; and

7.4.2 the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

7.5 Return to Escrow

The Parties agree that any securities issuable to SB Holdco following tender under the terms of the Business Combination in exchange for the Escrow Shares shall be treated as Replacement Cash or Securities for purposes of this Agreement and accordingly shall be sent promptly to the Escrow Agent and held in escrow under the terms of this Agreement.

ARTICLE 8
TERMINATION OF ESCROW

8.1 Termination of Escrow

If the Term has not already ended by virtue of the Escrow Agent's resignation or removal under Sections 9.3 or 9.4, or deposit of the Escrow Shares into court pursuant to Section 9.6.2, the escrow established by this Agreement will terminate upon the final release by the Escrow Agent of Escrow Shares in accordance with Section 4.1.

ARTICLE 9
DUTIES AND RIGHTS OF THE ESCROW AGENT

9.1 Duties of the Escrow Agent

9.1.1 The Escrow Agent will hold, safeguard and release the Escrow Shares in accordance with this Agreement.

9.1.2 Except as expressly provided in this Agreement, the Escrow Agent will have no other duties or responsibilities under this Agreement and no implied duties or obligations will be read into this Agreement against the Escrow Agent.

9.1.3 Without limiting the generality of Section 9.1.2, the Escrow Agent will have no duty to:

9.1.3.1 give the Escrow Shares any greater degree of care than required under the applicable by-laws and rules of professional conduct established by the Law Society of Alberta;

9.1.3.2 enforce any obligation of any Person, except as expressly provided in this Agreement;

9.1.3.3 make any representation as to the value, validity, genuineness or collectability of any Document held by or delivered to it; or

9.1.3.4 provide advice to any Party on selling or retaining, or taking or refraining from taking any action with respect to the Escrow Shares.

9.2 Liability of the Escrow Agent

The Escrow Agent will not be liable for any action taken or not taken by it with respect to any matter relating in any way to this Agreement, except for its own wilful misconduct or gross negligence.

The Escrow Agent will be entitled to:

9.2.1 rely upon any judgment, court order or other judicial process, certification, demand, notice, deed, agreement, instrument, security or other writing (each being a "**Document**") delivered to it under this Agreement without being required to determine the:

9.2.1.1 authenticity of any Document (whether the Document purports to be an original or a copy);

9.2.1.2 due authorization, execution or delivery of any Document;

9.2.1.3 correctness of any fact stated in any Document; or

9.2.1.4 propriety or validity of the service of any Document;

9.2.2 rely upon any signature believed by the Escrow Agent to be genuine;

9.2.3 assume that any Person purporting to give any receipt or advice or make any statement or execute any Document in connection with the provisions of this Agreement has been duly authorized to do so;

9.2.4 assume that the undersigned representative of any Party which is not a natural person has full power and authority to instruct the Escrow Agent on behalf of that Party unless written notice to the contrary is delivered to the Escrow Agent;

9.2.5 seek advice and directions from a Court, in the Escrow Agent's capacity as a trustee for the benefit of the Buyer and the Securityholders' Representative;

9.2.6 commence or defend any action or proceeding for the determination of any Claims, including a suit or action in interpleader;

9.2.7 retain at the sole expense of the Buyer and the Securityholders' Representative, and act on, the opinion, advice or information obtained from, any independent lawyer or other expert, whether retained by the Escrow Agent, the Buyer or the Securityholders' Representative, but the Escrow Agent will not be bound to act upon such opinion, advice or information and, except as expressly provided in this Agreement, will not be responsible for any losses resulting from retaining or not retaining any independent lawyer or other expert or for so acting or not so acting, as the case may be; and

9.2.8 employ any assistance as the Escrow Agent may, in its sole discretion, determine to be necessary or advisable to properly discharge its duties under this Agreement and pay, for the account of the Buyer and the Securityholders' Representative, the fees, disbursements and other costs required for that assistance, including legal or other services provided for in Section 9.2.7.

9.3 Resignation of Escrow Agent

The Escrow Agent may resign at any time upon five (5) Business Days' prior written notice, and:

9.3.1 if the Escrow Agent has received Joint Instructions within the five-day period to deliver the Escrow Shares to a named successor escrow agent, the Escrow Agent's resignation will take effect on the date of delivery of the Escrow Shares, to the successor escrow agent; or

9.3.2 if the Escrow Agent has not received the Joint Instructions described above within the five-day period, the Escrow Agent's sole responsibilities after the expiry of that period will be to:

9.3.2.1 hold and safeguard the Escrow Shares; and

9.3.2.2 arrange for the deposit of the Escrow Shares into a Court as soon as practicable after the expiry of the five-day period;

and the Escrow Agent's resignation will take effect on the day the Escrow Agent deposits the Escrow Shares into a Court.

9.4 Removal of the Escrow Agent

The Parties may remove the Escrow Agent at any time by Joint Instructions, and:

9.4.1 if those Joint Instructions name a successor escrow agent, the Escrow Agent's removal will take effect on the date of delivery of the Escrow Shares to the successor escrow agent; or

9.4.2 if those Joint Instructions do not name a successor escrow agent, then the Escrow Agent's sole responsibilities will be to:

9.4.2.1 hold and safeguard the Escrow Shares; and

9.4.2.2 arrange for the deposit of the Escrow Shares into a Court as soon as practicable after receipt of those Joint Instructions,

and the Escrow Agent's removal will take effect on the day the Escrow Agent deposits the Escrow Shares into a Court.

9.5 Discharge from Duties

At the time the Escrow Agent's resignation or removal, as the case may be, takes effect, the Escrow Agent will be discharged of and from any and all further liabilities, duties and obligations arising in connection with this Agreement.

9.6 Disagreement

If any disagreement between the Buyer or Buyer Parent and the Securityholders' Representative results in adverse claims or demands made in relation to the Escrow Shares, or if the Escrow Agent is in doubt as to what action it should take under this Agreement, the Escrow Agent:

9.6.1 will be entitled to retain the Escrow Shares until the Escrow Agent has received Joint Instructions directing the release of the Escrow Shares, and the Escrow Agent will rely and act on the Joint Instructions without further question by releasing the Escrow Shares, as directed;

9.6.2 will be entitled, in the alternative, in its sole discretion and after providing written notice to Securityholders' Representative, to deposit the Escrow Shares still held by it, into a Court pending resolution of that disagreement or adverse claim or demand, following which the Escrow Agent will be deemed to have resigned effective as of the time of that deposit; and

9.6.3 will not act as legal counsel to the Buyer or Buyer Parent in connection with any such adverse claims or demands; provided, however, that the Escrow Agent may continue to act as Buyer's and/or Buyer Parent's legal counsel with respect to matters unrelated to such adverse claim or demand, and its appointment as Escrow Agent will in no way hinder its ability to do so.

9.7 Escrow Agent's Compensation

The Buyer will reimburse the Escrow Agent for all reasonable expenses, disbursements or advances incurred or made by the Escrow Agent in performance of its duties under this Agreement (including reasonable fees, expenses and disbursements of its counsel).

9.8 Indemnity

Except to the extent that any Claim which can be brought under Section 9.2 is successfully asserted against the Escrow Agent, the Buyer will indemnify and hold harmless the Escrow Agent (and any successor escrow agent) from and against any and all Claims incurred or sustained by the Escrow Agent in respect of any matter or thing done by it under, pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent.

9.9 Certain Obligations of the Buyer and the Securityholders' Representative

No printed or other matter in any language (including prospectuses, notices, reports and promotional material) that mentions the Escrow Agent's name or the rights, powers or duties of the Escrow Agent will be issued by or on behalf of the Buyer or the Securityholders' Representative without the prior written consent of the Escrow Agent.

ARTICLE 10
GENERAL

10.1 Notices

Any notice to be provided under this Agreement must be in writing and either be delivered personally or by courier; sent by prepaid registered mail; or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any notice provided under this Agreement must be sent to the intended recipient at its address as follows:

to the Buyer and/or Buyer Parent at:

ACT Energy Technologies Ltd.
6030 3rd Street SE
Calgary, AB T2H 1K2

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

with a copy to:

Porter Hedges LLP
1000 Main Street, 36th Floor
Houston, Texas 77002

Attention: **[Redacted: Name]**

E-mail: **[Redacted: Email Address]**

to the Securityholders' Representative at:

[Redacted: Address]

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

with a copy to:

Ball Morse Lowe PLLC
531 Couch Drive, Suite 201
Oklahoma City, Oklahoma 73102

Attention: **[Redacted: Name]**

E-mail: **[Redacted: Email Address]**

or the Escrow Agent at:

Prelia Canada LLP
800, 333 7th Avenue SW
Calgary, Alberta T2P 2Z1

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

or at any other address as any Party may at any time advise the other by notice given or made in accordance with this Section 10.1. Any notice delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the notice will be deemed to have been given or made and received on the next Business Day. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every notice must be delivered personally or by courier or transmitted by e-mail or functionally equivalent electronic means of transmission. Any notice transmitted by e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the notice will be deemed to have been given or made and received on the next Business Day.

10.2 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

10.2.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or

10.2.2 the legality, validity or enforceability of that provision in any other jurisdiction.

10.3 Submission to Jurisdiction

Each of the Parties irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, each of the Parties:

10.3.1 irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of the Province of Alberta, or that the subject matter of this Agreement may not be enforced in those courts; and

10.3.2 to the extent that Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, irrevocably waives such immunity in respect of its obligations under this Agreement.

10.4 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and not alternative.

10.5 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by each of the Parties. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

10.6 Assignment and Enurement

None of the Parties may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

10.7 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, and those counterparts will together constitute one and the same instrument.

10.8 Survival

Sections 9.7, 9.8 and any other provisions that would reasonably be expected to remain in force will survive the termination of the escrow created under this Agreement. The termination of the escrow

created under this Agreement will not affect the rights of any Party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to that termination.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Each of the Parties has executed and delivered this Agreement effective as of the date noted at the beginning of this Agreement.

ACT ENERGY TECHNOLOGIES LTD.

Per: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

ACT ENERGY USA, INC.

Per: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

_____
[Redacted: Individual Name], as Securityholders' Representative

PRELIA CANADA LLP

Per: _____
Name: **[Redacted Name]**
Title: **[Redacted: Title]**

SCHEDULE "A"

PAYMENT SHARES – COMMON SHARES

REGISTERED HOLDER	NUMBER OF SHARES
SB Western Holdco, LLC	Share Certificates for: 127,914 Shares; 127,914 Shares; 127,914 Shares; 127,914 Shares; and 127,914 Shares

SCHEDULE "B"

SECURITYHOLDER AGREEMENT

SECURITYHOLDER AGREEMENT

This Securityholder Agreement (this "**Agreement**") is entered into as of March 9, 2026 (the "**Effective Time**"), by and among ACT Energy Technologies Ltd., a corporation incorporated under the laws of the province of Alberta, Canada ("**Buyer Parent**"), ACT Energy USA, Inc., a Delaware corporation ("**Buyer**"), **[Redacted: Individual Name]** (the "**Securityholders' Representative**") and as the undersigned holder of Class B Units (for purposes hereof, "**Securityholder**") of SB Western Holdco, LLC, a Delaware limited liability company ("**SB Holdco**") (collectively, Buyer Parent, Buyer, Securityholders' Representative and Securityholder, the "**Parties**", and each a "**Party**") and solely for purposes of acknowledging this Agreement, WEP Holdings, LLC, a Delaware limited liability company ("**Seller**").

WHEREAS, on the date hereof, Buyer Parent, Buyer, Seller, and SB Consulting, LLC, an Oklahoma limited liability company, d/b/a SB Directional Services ("**Company**") entered into a membership interest purchase agreement (as the same may be amended or supplemented, the "**MIPA**") providing for the purchase, directly or indirectly, of all the issued and outstanding membership units of the Company ("**Seller Units**") by Buyer (the "**Purchase Transaction**"), upon the terms and subject to the conditions set forth in the MIPA;

AND WHEREAS, as of the date hereof, Securityholder beneficially owns the number and type of non-vested Class B Units in SB Holdco set forth opposite such Securityholder's name on Schedule A attached hereto (the "**Transferred Units**");

AND WHEREAS, as a condition to the willingness of Buyer to enter into the MIPA, Buyer has requested that Securityholder agree, and Securityholder has agreed, to enter into this Agreement to provide for the transfer of the Transferred Units to Buyer in exchange for the Payment Shares;

AND WHEREAS, Securityholder wishes to tender and sell the Transferred Units to Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, to induce Buyer and Company to enter into the MIPA, and in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Terms not otherwise defined herein shall have the respective meanings ascribed to them in Schedule C attached hereto.

2. Offer. The MIPA more fully sets forth the terms and conditions made by Buyer to purchase the Seller Units of the Company and this Agreement sets out the offer made by Buyer to purchase the Transferred Units from the Securityholder. The consideration to be received by the Securityholder hereunder is as set forth opposite such Securityholder's name on Schedule A.

3. Representations and Warranties of Securityholder. Securityholder, with effect as of the date hereof, the Closing Date and to the extent Securityholder receives any Payment Shares, as of each Transfer Date (to the extent applicable as for each such representation

and warranty), represents and warrants to Buyer and Buyer Parent as follows and acknowledges that the Buyer and Buyer Parent are relying on such representations and warranties in connection with the transactions contemplated herein:

(a) Securityholder is the registered and beneficial owner of the number of Transferred Units set forth opposite Securityholder's name on Schedule A hereto, which, as of the Closing shall be free and clear of all Encumbrances, other than Encumbrances arising pursuant to this Agreement;

(b) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Closing, duly authorized, executed and delivered by Securityholder and each is, or will be at the Closing, a legal, valid and binding obligation of Securityholder, enforceable against Securityholder in accordance with its terms;

(c) Securityholder has all necessary capacity and authority to dispose of the Transferred Units, to enter into this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by him, and perform his obligations hereunder and thereunder;

(d) except for the Buyer's rights pursuant to the MIPA, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Transferred Units and none of such shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such shares;

(e) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Securityholder is required to be obtained by Securityholder in connection with the execution and delivery of this Agreement or the consummation of the Purchase Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Purchase Transaction or otherwise prevent Securityholder from performing its obligations under this Agreement;

(f) Securityholder is not an insolvent Person within the meaning of any applicable legislation and has not made an assignment in favor of creditors or a proposal in bankruptcy to creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Securityholder has not initiated proceedings with respect to a compromise or arrangement with creditors;

(g) Securityholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated under this Agreement. Such Securityholder is not an underwriter and is acquiring Payment Shares for investment purposes, with no present intention of

distributing or reselling such Payment Shares, except in compliance with this Agreement and Applicable Law. Such Securityholder represents that by reason of its, or of its management's, business and financial experience, such Securityholder has the capacity to evaluate the merits and risks of its investment in such Payment Shares and to protect its own interests in connection with the transactions contemplated in this Agreement. Such Securityholder has had the opportunity to review the ACT Public Record;

(h) the receipt of the Payment Shares by Securityholder does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Buyer;

(i) Neither Securityholder nor any of its agents has (i) agreed to pay any commission, fee or other remuneration to any third party to solicit or contact any potential investor, (ii) engaged in any general solicitation, or (iii) published any advertisement, in each case, in connection with the offer and sale of the Payment Shares;

(j) Neither Securityholder, nor any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers, is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3);

(k) Securityholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Buyer or Buyer Parent; and

(l) to the knowledge of Securityholder, no representation or warranty of Securityholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4. Acknowledgments by Securityholder. Securityholder acknowledges:

(a) the Payment Shares issuable hereunder have not been and will not be registered under the Securities Act of 1933, as amended (the "**Act**"), any state securities laws, or securities laws of any foreign jurisdiction and that the issuance of the Payment Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions from any prospectus or registration requirements of U.S. or Canadian securities laws and, therefore, the Payment Shares cannot be resold or transferred unless the Payment Shares are registered under the Act and any applicable state securities laws or unless (i) an exemption from registration is available, and (ii) the availability of the exemptions relied upon by Buyer in issuing

the Payment Shares is dependent, in part, upon the truth of the representations and warranties made by Securityholder in this Agreement;

(b) that the Payment Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Securityholder must hold the Payment Shares unless they are registered with the United States Securities and Exchange Commission and qualified by the state authorities (unless an exemption from such registration and qualification requirements is available) and Buyer is under no obligation (and has no intention) to register the Payment Shares under any circumstances, or to attempt to make available any exemption from registration under the Act or any applicable state securities law before selling the Payment Shares, and that the Payments Shares will contain a restrictive legend in substance as follows:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO BUYER;

(c) (i) if an exemption from registration or qualification is available, it may be conditioned on various requirements, including but not limited to the availability of current public information about Buyer Parent, the time and manner of the sale, the holding period of the Payment Shares and on requirements relating to SB Holdco that are outside of Securityholder's control, and (ii) Buyer Parent is not presently subject, and may never be subject, to the reporting requirements of the Securities Exchange Act of 1934, as amended, to the extent required to enable Securityholder to sell its Payment Shares pursuant to Rule 144 under the Act;

(d) the Buyer Parent is relying on an exemption from the requirements to provide the Securityholder with a prospectus and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Securityholder;

(e) that the Payment Shares may be transferred to Securityholder by SB Holdco following the Closing Date at the sole discretion of SB Holdco pursuant to the Escrow Shares Escrow Agreement (as defined in the MIPA). Securityholder represents, warrants, and covenants that as of any such date of transfer of Payment Shares to Securityholder (each, a "**Transfer Date**"), each of the representations and

warranties set forth in Section 3 shall be true, correct, and complete as of such Transfer Date with the same force and effect as if made on and as of such Transfer Date, including without limitation the representations and warranties regarding Securityholder's status as an "accredited investor" as set forth in Section 4(a) hereof. Securityholder further acknowledges that the Buyer and Buyer Parent are entitled to rely on the accuracy of such representations and warranties as of each such Transfer Date, and that SB Holdco may, in its sole discretion, decline to transfer any Payment Shares to Securityholder if Securityholder fails to satisfy any such representation or warranty as of the applicable Transfer Date.

5. Representations and Warranties of the Buyer. Buyer, with effect as of the date hereof, represents, warrants and covenants to Securityholder as follows and acknowledges that the Securityholder is relying on such representations, warranties and covenants in connection with the transactions contemplated herein:

(a) The Buyer hereby repeats in favor of the Securityholder, the Buyer's representations and warranties as set out in Article 5 of the MIPA *mutatis mutandis*, and acknowledges that this Agreement is part of the Transaction Documents therein defined;

(b) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Closing, duly authorized, executed and delivered by Buyer and each is, or will be at the Closing, a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy and insolvency laws and general equitable principles;

(c) assuming the accuracy of the representations and warranties of Securityholder, the receipt of the Transferred Units by Buyer does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Securityholder;

(d) Buyer represents that by reason of its, or of its management's, business and financial experience, Buyer has the capacity to evaluate the merits and risks of its acquisition of the Transferred Units, the sufficiency of the compensation paid by Buyer therefor, and to protect its own interests in connection with the transactions contemplated in this Agreement and further acknowledges that the Transferred Units are not registered securities and Securityholder makes no representations or warranties regarding the Transferred Units except as expressly set forth in this Agreement;

(e) Neither Buyer, Buyer Parent, nor any of its or their officers, employees, agents, directors, stockholders, or partners has (i) agreed to pay any commission, fee or other remuneration to any third party to solicit or contact any potential investor, (ii) engaged in any general solicitation, or (iii) published any advertisement, in each case, in connection with the offer and sale of the Payment Shares;

(f) Buyer Parent is not presently subject, and may never be subject, to the reporting requirements of the Securities Exchange Act of 1934, as amended;

(g) Buyer Parent is relying on an exemption from the requirements to provide the Securityholder with a prospectus;

(h) Neither Buyer nor Buyer Parent has authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may impose liability on the Securityholder; and

(i) Buyer Parent covenants to promptly, at its own expense, upon reasonable request of Securityholder holding vested Payment Shares, facilitate the removal of the restrictive legend from the security certificates in connection with a transfer in the manner set forth in the Escrow Shares Escrow Agreement and in compliance with applicable securities laws.

6. Release and Waiver.

(a) Release. Subject to Closing occurring, Securityholder, on behalf of itself and its permitted assigns and successors (collectively, the "**Releasor**") hereby irrevocably releases and forever discharges the Buyer, Buyer Parent, and each of their affiliates and successors (collectively, the "**Releasee**"), from all actions, causes of action, suits, claims, demands, liabilities or obligations whatsoever, in law or in equity (collectively "**Claims**"), of, by or in favor of Securityholder, which any Releasor ever had, now has, or hereafter shall or may have relating to SB Holdco, solely as such Claim relates to the Transferred Units or Securityholder's status as a securityholder of SB Holdco or otherwise relating to Securityholder's relationship with the SB Holdco, whether known or unknown, contingent or accrued with respect to the period prior to and through the Closing Date. However, nothing in this Agreement shall be deemed to release or waive (and each Releasor retains in full) any rights or claims that may arise under this Agreement or the MIPA or that may arise under any other agreement or instrument delivered pursuant to or in connection with this Agreement or the MIPA (collectively "**Excluded Claims**").

(b) No Commencement of Released Claims. Securityholder, on behalf of itself and each other Releasor, agrees, effective upon the date hereof and to the fullest extent permitted by law, not to commence, aid, prosecute or cause to be commenced or prosecuted, directly or indirectly, any action or other proceeding based upon any of the Claims which are released under the terms of this Section 6.

(c) No Assignment. Securityholder, on behalf of itself and each other Releasor, (a) represents and warrants that neither it nor any of its Affiliates has assigned; and (b) covenants that it and each of its Affiliates will not assign, to any other Person, any Claim or potential Claim released above against the Releasees.

7. Covenants. The Securityholder covenants and agrees with the Buyer and the Buyer Parent, to the extent applicable to the Securityholder, until the earlier of the Closing Date and the date upon which the MIPA is terminated, it will:

(a) Reporting. Except for non-substantive communications, furnish promptly to the Buyer a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Securityholder from any Governmental Authority in connection with or related to the Purchase Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Purchase Transaction as contemplated herein;

(b) Conditions Precedent. Use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Purchase Transaction;

(c) Consummation of Transaction. Subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Purchase Transaction;

(d) No Encumbrances. Not encumber in any manner the Transferred Units and ensure that at the time of Closing, the Transferred Units are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever;

(e) Closing Matters. Hereby irrevocably appoints Securityholders' Representative, as the Securityholder's attorney with the following powers:

(i) to act as the Securityholder's representative at the Closing and to execute in the Securityholder's name and on the Securityholder's behalf all required Closing documents and instruments;

(ii) to correct any errors or omissions in any document or instrument provided by the Securityholder, including this Agreement;

(iii) to receive on the Securityholder's behalf certificates, or such other electronic evidence, representing the Payment Shares; and

(iv) in the event that Section 8 of this Agreement is applicable, to transfer any Payment Shares remaining in escrow into the name of the Securityholders' Representative or into the name of such other person as agreed in writing by the Securityholders' Representative and the Buyer, instead of the name of the Securityholder.

These powers of attorney are irrevocable; are coupled with an interest; have been given for valuable consideration, the receipt and sufficiency of which are acknowledged; and will extend to the Securityholder's successors, assigns, heirs, executors, administrators, and other legal representatives, as applicable. Any person dealing with Securityholders' Representative may conclusively presume and rely upon the fact that any action taken by Securityholders' Representative pursuant to this Section 7(e), including the execution of any document or instrument, is authorized by and binding on the Securityholder, without further inquiry.

(f) No Transfer. Other than pursuant to the Purchase Transaction, not (i) grant any proxies or enter into any voting trust or other agreement with respect to the voting of any Transferred Units or (ii) sell, assign, transfer, pledge, encumber, hypothecate or otherwise dispose of (including by consolidation or otherwise by operation of law), or enter into any option or other agreement with respect to the direct or indirect sale, assignment, transfer, pledge, encumbrance, hypothecation or other disposition of, any Transferred Units, and any such purported sale, assignment, transfer, pledge, encumbrance, hypothecation or other disposition shall not be recognized or recorded by the Buyer Parent and shall be void;

(g) Tender of Transferred Units. At or prior to the Closing, execute and deliver to the Buyer the Unit Transfer Form in the form attached as Schedule D hereto, and such other documentation required in connection with Closing and will tender the Transferred Units to Buyer as instructed by Buyer.

(h) Consideration for Transferred Units. Acknowledge and agree that the consideration payable by Buyer constitutes the only consideration to which such Securityholder is entitled for the Transferred Units pursuant to the Purchase Transaction.

(i) Appraisal Rights. Irrevocably waive and covenant not to exercise any and all appraisal rights or dissenter rights which Securityholder might otherwise be entitled to exercise under Applicable Law.

8. Escrow. Subject to the terms of this Agreement, the Securityholder hereby acknowledges that the Payment Shares issued will be issued initially in the name of SB Holdco and held in escrow under the terms of an escrow agreement, and subject to restrictions on resale in the following aggregate amounts and until the following dates:

(a) 20% of the Payment Shares shall be held in escrow and subject to restrictions on resale until the date which is one (1) year from the Closing Date;

(b) A further 20% of the Payment Shares shall be held in escrow and subject to restrictions on resale until the date which is two (2) years from the Closing Date;

(c) A further 20% of the Payment Shares shall be held in escrow and subject to restrictions on resale until the date which is three (3) years from the Closing Date;

(d) A further 20% of the Payment Shares shall be held in escrow and subject to restrictions on resale until the date which is four (4) years from the Closing Date; and

(e) The remaining 20% of the Payment Shares shall be held in escrow and subject to restrictions on resale until the date which is five (5) years from the Closing Date.

Such resale restrictions shall be applied pro rata to the respective Payment Shares to be received by each Securityholder. During such time as any applicable Payment Shares are subject to restrictions on resale, without the prior consent of the Buyer, no Securityholder may sell, deal in, assign, transfer, dispose of or encumber the applicable Payment Shares, in any manner whatsoever, or agree to do any of the foregoing, or enter into any transaction which would have the effect of vesting beneficial ownership of the applicable Payment Shares in another party. The Securityholder further acknowledges that the certificates evidencing any Payment Shares issued under this Agreement will be legended to reflect the application of these resale restrictions.

Upon release from escrow under the terms of the Escrow Shares Escrow Agreement, such released Payment Shares will not be subject to any statutory hold period under the Securities Act (Alberta), subject to compliance with resale restrictions and conditions under applicable United States and Canadian securities laws and regulations.

9. Right to Reallocate. In the event of any material breach of representation, warranty or covenant by the Securityholder under this Agreement or under any other agreement between Securityholder and the Buyer or any Affiliate of the Buyer which remains in effect as of the applicable Transfer Date, Securityholder agrees and acknowledges that the Securityholder will forfeit, release and relinquish any right to receive any remaining Payment Shares which have not been released from escrow under the Escrow Shares Escrow Agreement as of the applicable Transfer Date and that such remaining Payment Shares shall be reallocated at the direction of the Securityholders' Representative. Securityholders' Representative shall be obligated to inform Escrow Agent of such forfeiture and confirm the reallocation of Payment Shares.

10. Withholding Taxes. Each Securityholder acknowledges and agrees to the right of SB Holdco to deduct and withhold any and all income taxes and social security contributions applicable under U.S. law before transfer of the Payment Shares to the Securityholder upon release from escrow as described above under Section 8 hereof. Since no cash is being transferred with Payment Shares, either the holders can elect to pay to pay SB Holdco any such withholding taxes by providing a check for the appropriate amount, or directing SB Holdco to deduct and withhold such taxes from any salary or wages payable to the Securityholder prior to the release date as described in Section 8 above. If any Securityholder makes an election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Payment Shares, such Securityholder shall furnish a copy of his or her 83(b) election to SB Holdco and Buyer within 60 days of filing such 83(b) election with the Internal Revenue Service (the "**IRS**"). Further, any Securityholder who makes an 83(b) election agrees to pay his or her own tax liabilities with respect thereto, and he or she shall indemnify and hold harmless SB Holdco, Buyer Parent and Buyer for

any U.S. federal, state and local incomes taxes and social security contributions payable to the IRS with respect to the Payment Shares.

11. Indemnification. The Securityholder shall indemnify and save the Buyer and Buyer Parent harmless for and from:

(a) any loss, damages or deficiencies suffered by the Buyer or Buyer Parent as a result of any breach of representation, warranty or covenant on the part of the Securityholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

12. Further Assurances. From time to time, at the request of another Party and without further consideration, each Party shall take such further action as may reasonably be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement and the MIPA.

13. General Provisions.

(a) Conditional Obligation. Securityholder acknowledges that: (i) a copy of the portions of the MIPA which are applicable to the Securityholder will be provided by Buyer to Securityholder only if requested by the Securityholder subject to a confidentiality agreement acceptable to Buyer signed by Securityholder; (ii) Securityholder agrees and acknowledges that the obligation of the Buyer hereunder to take up and pay for the Transferred Units is subject to the completion of the conditions contained in the MIPA; (iii) the MIPA may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect the obligations of Securityholder hereunder, and (iv) the MIPA may be terminated prior to Closing by the Buyer or WEP Holdings, LLC in certain circumstances.

(b) Survival of Representations, Warranties and Covenants. The representations and warranties contained herein, and the covenants contained herein to the extent they are to be performed from and after Closing, shall survive the closing of the final Transfer Date for a period of three years.

(c) Assignment and Binding Effect. No Party shall assign, transfer or otherwise dispose of its interests in or under this Agreement without the prior written consent of the other Parties.

(d) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by email or overnight courier service and shall be deemed given when so delivered by hand, or after one Business Day (as defined in the MIPA) in the case of overnight courier service or, if emailed, on the day confirmation of successful email transmission is obtained by the sender thereof.

(e) Amendment. No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties.

(f) Waivers. At any time prior to the Closing, a Party may, to the extent legally permitted: (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties by the other Parties contained herein or in any document delivered pursuant hereto; and (c) waive performance of any of the covenants or agreements of the other Parties contained herein or in any document delivered pursuant hereto, or satisfaction of any of the conditions that are for the waiving Party's benefit. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Except as provided in this Agreement, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver by any Party of a breach of any provision hereof shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provisions hereof.

(g) Governing Law; Jurisdiction and Venue. This Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein, and each of Securityholders, Company, and Buyer irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Province of Alberta and all courts competent to hear appeals therefrom.

(h) No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and their respective successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

(i) Interpretation; Definitions. The headings contained herein and in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part hereof as if set forth in full herein. For all purposes of this Agreement, unless otherwise specified herein, (i) words (including capitalized terms defined herein) in the singular shall be construed to include the plural and vice versa and words (including capitalized terms defined herein) of one gender shall be construed to include the other gender as the context requires; (ii) the terms "hereof" and "herein" and words of similar import shall be construed to refer to this Agreement as a whole (including all the Schedules) and not to any particular provision of this Agreement; (iii) all references herein to "$" or dollars shall refer to Canadian dollars; and (iv) the words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation". Each representation, warranty, covenant and agreement contained herein shall have independent significance. Accordingly, if any representation, warranty, covenant or agreement contained herein is breached, the

fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) shall not detract from or mitigate the breach of the first representation, warranty, covenant or agreement. Except to the extent a shorter time period is expressly set forth herein for a particular cause of action, actions hereunder may be brought at any time prior to the expiration of the longest time period permitted by Applicable Law.

(j) Severability. If the whole or any portion of this Agreement or its application to any circumstance is held invalid or unenforceable, the remainder of this Agreement or its application to any circumstance other than that to which it has been held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable, to the fullest extent permitted by Applicable Law.

(k) Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, by either manual or electronic signature, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart and such counterparts may be delivered by the Parties via facsimile or electronic transmission.

(l) Expenses. The Parties agree to pay their own respective expenses incurred in connection with this Agreement.

(m) Successor Securityholders' Representative. If the initial Securityholders' Representative appointed under this Agreement dies, becomes incapacitated, resigns, or is otherwise unable or unwilling to perform his duties, SB Holdco shall have the right to appoint a replacement Securityholders' Representative by providing written notice to Securityholder. The replacement Securityholders' Representative shall assume the same authority, responsibilities, and obligations as the original Securityholders' Representative upon such notice, unless otherwise specified in writing by SB Holdco.

(n) Release. Securityholder Representative will not be liable to any Securityholder for any action taken by Securityholder Representative in good faith pursuant to this Agreement, and each Securityholder will indemnify, defend and hold harmless (but only to the extent of such Securityholder's pro rata share of any liability) Securityholder Representative from any demands, claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of it serving as Securityholder Representative hereunder. Securityholder Representative is serving in that capacity solely for purposes of administrative convenience, and is not personally liable in such capacity for any of the indemnification obligations to be funded by Securityholders and each Securityholder agrees that it will not look to the personal assets of Securityholder Representative, acting in such capacity, for the satisfaction of any obligations under this Agreement or otherwise related to the

transactions contemplated hereby, including obligations to be funded by Securityholders.

(o) Termination. It is understood and agreed that the respective rights and obligations hereunder of the Parties shall cease and this Agreement shall terminate on the earlier of:

i. with the exception of Section 3 and Section 7(b), (a) the completion of Closing; (b) the date on which this Agreement is terminated by the mutual written agreement of the Parties hereto; and (c) the date on which the MIPA is terminated in accordance with its terms. In the event of termination of this Agreement, this Agreement shall forthwith be of no further force and effect, except Section 13(l) and this Section 13(m) (and Section 3 in the case of termination as a result of the completion of Closing) which provisions shall survive the termination of this Agreement.

ii. Independent Legal Advice. The Securityholder acknowledges, confirms and agrees that he, she or it has had the opportunity to seek and was not prevented or discouraged by any party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that such party did not avail himself/herself/itself with that opportunity prior to signing this agreement, such party did so voluntarily without any undue pressure and agrees that such party's failure to obtain independent legal advice shall not be used by him/her/it as a defence to the enforcement of his/her/its obligations under this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.

By signing below, the undersigned Securityholder hereby acknowledges that he or she has read in full and understands this Agreement and acknowledges and accepts his or her rights and obligations hereunder and knowingly and voluntarily intends to be legally bound accordingly.

ACT ENERGY TECHNOLOGIES LTD.

Per: _____

Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

ACT ENERGY USA, INC.

Per: _____

Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

_____

[Redacted: Individual Name], AS SECURITYHOLDERS' REPRESENTATIVE

_____

[SECURITYHOLDER NAME]

Acknowledged and agreed:

WEP HOLDINGS, LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

Schedule A to Securityholder Agreement

Securityholder	Securityholder's Address	Number and Type of Transferred Units held
[Redacted: Individual Shareholder Name]	**[Redacted: Address]** Email: **[Redacted: E-mail Address]**	90 Class B Units of SB Holdco
[Redacted: Individual Shareholder Name]	**[Redacted: Address]** Email: **[Redacted: E-mail Address]**	90 Class B Units of SB Holdco
[Redacted: Individual Shareholder Name]	**[Redacted: Address]** Email: **[Redacted: E-mail Address]**	80 Class B Units of SB Holdco
[Redacted: Individual Shareholder Name]	**[Redacted: Address]** Email: **[Redacted: Email Address]**	20 Class B Units of SB Holdco
[Redacted: Individual Shareholder Name]	**[Redacted: Address]** Email: **[Redacted: E-mail Address]**	20 Class B Units of SB Holdco

Schedule B to Securityholder Agreement

Term Sheet

(any discrepancy between this summary and the MIPA shall be resolved in favor of the final terms set forth in the MIPA)

Transaction	Sale of all of the issued and outstanding Class B membership units of SB Holdco to the Buyer in exchange for common shares of Buyer Parent (the Payment Shares).
Closing Date:	Closing is expected to occur in early April, 2026.
Material Conditions:	Each of the Securityholders shall have executed and delivered to Buyer a Securityholder Agreement and Unit Transfer Form in respect of all Class B Units in SB Holdco owned by it.
Contractual Indemnities	Buyer to provide certain indemnities in relation to breaches in respect of representations, warranties and covenants of the Buyer, as set forth in the MIPA. Each Securityholder to provide certain indemnities in relation to breaches in respect of representations, warranties and covenants of the Securityholder, as set forth in the applicable Securityholder Agreement.
Escrow Restrictions	As described in this Agreement and in the Escrow Shares Escrow Agreement.

Schedule C to Securityholder Agreement

Definitions

"ACT Public Record" means all documents and information concerning the Buyer Parent that have been publicly filed by or on behalf of the Buyer Parent with any securities regulatory authority in Canada and are publicly available on SEDAR+ as of the date hereof.

"Affiliates" means, in respect of a Person, any other Person which controls or is controlled by such Person, or which is controlled by a Person who controls such other Person, and "control" or any derivative thereof means the power to direct or cause the direction, other than by way of security, of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or partnership interests or otherwise. For certainty, a partnership which is comprised of corporations which are Affiliates, as described above, shall be deemed to be an Affiliate of each such corporation and its other Affiliates.

"Applicable Law" means, in relation to any Person, transaction or event, all applicable laws, statutes, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings or awards, and conditions of any grant of approval, permission, certification, consent, registration, authority or license by any governmental authority, by which such Person is bound or having application to the transaction or event in question.

"Closing" means the completion of: (i) the Purchase Transaction; and (ii) the transfer of the Transferred Units and the issuance of the Payment Shares as contemplated by this Agreement.

"Closing Date" means the date for Closing as set forth in Schedule B.

"Encumbrances" means any lien, mortgage, security interest, pledge, hypothecation or similar encumbrance.

"Governmental Authority" means any: (i) federal, national, provincial, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government; (iii) court, arbitrator, tribunal, commission or body exercising judicial, quasi- judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over the Securityholders, Buyer, the Company, the Transferred Units, or the Purchase Transaction.

"Payment Shares" means the common shares in the capital of the Buyer Parent to be issued to the Securityholder in exchange for the Transferred Units pursuant to this Agreement.

"Person" means any natural person, corporation, company, limited or general partnership, joint stock company, joint venture, association, limited or unlimited liability company, trust, bank, trust company, land trust, business trust or other entity or organization.

"Securityholders" means the holders of Class B Units in SB Holdco transferring such units to Buyer pursuant to the terms of this Agreement.

"Third Party" means a Person other than the Parties and their respective representatives.

"**Transferred Units**" means the [•] Class B Units in SB Holdco owned by the Securityholder.

"Unit Transfer Form" means the membership interests assignment agreement to be executed by the Securityholder.

Schedule D to Securityholder Agreement

Unit Transfer Form

[to be inserted based off of existing unit transfer form]

SCHEDULE "C"

ESCROW SHARES – COMMON SHARES

FORM OF ACKNOWLEDGEMENT

Acknowledgment and Agreement to be Bound

I acknowledge that the securities listed in Schedule "A" (the "**Escrow Shares**") to the Escrow Agreement (Escrow Shares) dated March 9, 2026 (the "**Escrow Agreement**") have been or will be transferred to me and that the Escrow Shares are subject to the Escrow Agreement.

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the Escrow Shares, as if I were an original signatory to the Escrow Agreement.

Dated at _____ on April _____, 2026.

Where the transferee is an individual:

Signed, sealed and delivered by
[Transferee] in the presence of:

_____ _____

Signature of Witness **[Transferee]**

_____

Name of Witness

Where the transferee is not an individual:

[Transferee]

_____

Authorized signatory

_____

Authorized signatory

EXHIBIT E-2

FORM OF ESCROW SHARES ASSIGNMENT

See attached.

MEMBERSHIP INTEREST ASSIGNMENT (SB WESTERN)

This Membership Interest Assignment (this "Assignment") is entered into effective as of this 1st day of April, 2026 (the "Effective Date") by and between WEP Holdings, LLC, a Delaware limited liability company (hereafter "Seller"), and ACT Energy USA, Inc., a Delaware corporation (hereafter "Buyer"). Seller and Buyer individually a "Party" or collectively the "Parties." Unless otherwise defined herein, capitalized terms shall have the meanings assigned to them under that certain Membership Interest Purchase Agreement (the "Purchase Agreement") dated as of March 9, 2026 by and among (i) ACT Energy Technologies Ltd., a corporation incorporated under the laws of the province of Alberta, Canada, (ii) Buyer, (iii) Seller, (iv) SB Consulting, LLC, an Oklahoma limited liability company d/b/a SB Directional Services, and (v) each party that has signed or in the future signs a Joinder Agreement to the extent, and only to the extent, set forth in such Joinder Agreement.

WHEREAS, Seller is the sole owner of all of the issued and outstanding Class A Units (the "Class A Units") of SB Western Holdco, LLC, a Delaware limited liability company ("Holdco");

WHEREAS, Seller and Buyer are each a party to the Purchase Agreement;

WHEREAS, in connection with the Closing of the Transactions under the Purchase Agreement, Seller is required to assign to Buyer all of its Class A Units in Holdco and any other interests it has in Holdco.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Background; Assignment. In connection with the Purchase Agreement, Seller hereby does assign, transfer, convey and sets over to Buyer all of its interests in the Class A Units and all of its outstanding membership interests in Holdco (collectively, the "Assigned Interests"), free and clear of all Encumbrances created by, through and under Seller.

2. Acceptance. Buyer hereby accepts the Assigned Interests.

3. Withdrawal. Seller acknowledges and agrees that pursuant to this Assignment it has transferred all of the Assigned Interests and any rights as a member of Holdco and shall have no further right, title or interest in or to Holdco.

4. Seller Representations and Warranties. Seller hereby represents and warrants to Buyer that:

(a) Holdco is a Delaware limited liability company in good standing under the laws of the State of Delaware. A true and correct copy of the limited liability company agreement (or similar organizational document) for Holdco (the "LLC Agreement") has

been provided to Buyer, and neither Seller nor any Affiliate of Seller, or to Seller's knowledge any other party, has taken any action to amend or modify such LLC Agreement. Seller has full capacity, power, and authority to execute and deliver this Assignment and to consummate the transactions contemplated by this Assignment, and no consent, approval, or authorization is required to approve and authorize the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby. This Assignment has been duly executed and delivered by Seller, and is a valid and binding obligation of Seller, enforceable in accordance with its terms;

(b) Seller is, immediately prior to the effectiveness of this Assignment, the sole owner of the Assigned Interests;

(c) Seller has good and marketable title to the Assigned Interests, free and clear of any liens, claims, encumbrances, security interests and adverse claims of any kind. Other than with respect to the Class B Unit (as defined in the LLC Agreement) holders, there are no outstanding options, warrants, instruments, rights or other agreements or instruments of any kind for the purchase or acquisition from Holdco of any membership interest units or other equity securities of Holdco; and

(d) Holdco does not have any Indebtedness or other Liabilities of any kind, other than with respect to its obligations to the Class B Unit holders.

5. Buyer Representations and Warranties. Buyer hereby represents and warrants to Seller that this Assignment has been duly executed and delivered by Buyer, and is a valid and binding obligation of Buyer, enforceable in accordance with its terms.

6. No Additional Representations and Warranties. Other than as expressly set forth in Section 4 and Section 5 above, neither Seller nor Buyer have made any representations or warranties to one another or to any other individual, entity or other person.

7. Further Assurances. Seller and Buyer agree to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

9. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by both Parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10. Governing Law; Venue. This Assignment will be governed by the laws of the State of Texas, without giving effect to principles of conflicts of laws thereof. Venue for any dispute hereunder shall lie exclusively in the state or federal courts of Harris County, Texas.

11. Counterparts. This Assignment may be executed in any number of counterparts, and any counterpart may be executed by original, facsimile, portable document format (pdf) or other electronic signatures, which shall all be deemed original signatures. All counterparts shall be construed together and shall constitute one and the same document.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the Effective Date.

SELLER:

WEP HOLDINGS, LLC

By:_____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

BUYER:

ACT ENERGY USA, INC.

By:_____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT F

FORM OF CASH ESCROW AGREEMENT

See attached.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "***Agreement***"), made as of March 9, 2026 (the "***Agreement Date***"), is by and among WEP Holdings, LLC, a Delaware limited liability company ("***Seller***"), ACT Energy USA, Inc., a Delaware corporation ("***Buyer***" and together with Seller, each a "***Party***" and collectively, the "***Parties***"), and Hancock Whitney Bank, a subsidiary of Hancock Whitney Corporation, a Mississippi corporation ("***Escrow Agent***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement (the "***Purchase Agreement***"), dated as of the Agreement Date, by and among Buyer, Seller, SB Consulting, LLC, an Oklahoma limited liability company d/b/a SB Directional Services (the "***Company***"), Buyer has acquired from Seller all of the Membership Interests (as defined in the Purchase Agreement), subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to Section 2.1(e) of the Purchase Agreement, Buyer has agreed to deposit with Escrow Agent an aggregate amount equal to ONE MILLION DOLLARS ($1,000,000) (the "***Escrow Amount***"), which Escrow Amount represents a portion of the Purchase Price. The Escrow Amount, together with all interest, gains and other earnings accruing thereon or as reduced by any disbursements or losses on investments, shall be referred to herein as the "***Escrow Property***"; and

WHEREAS, Buyer and Seller have agreed in the Purchase Agreement that the Escrow Property shall (i) be distributed to the Seller as a Termination Fee in the event the Purchase Agreement is properly terminated by Seller pursuant to Section 10.1(d) of the Purchase Agreement, and (ii) upon Closing, secure the payment and performance of Seller's indemnification obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Establishment of Escrow.

(a) The Parties hereby appoint and designate Escrow Agent to receive the Escrow Amount and maintain possession of the Escrow Property pursuant to the terms and conditions hereof.

(b) Escrow Agent accepts such appointment and designation by the Parties and hereby agrees to act as escrow agent and to hold, safeguard and disburse the Escrow Property pursuant to the terms and conditions hereof.

(c) Simultaneously with the execution and delivery of this Agreement, Buyer shall deposit with Escrow Agent the Escrow Amount, by wire transfer of immediately available funds to an account designated by Escrow Agent for holding the Escrow Amount and all interest, gains and other earnings accruing thereon (the "***Escrow Account***"), to be held by Escrow Agent pursuant to the terms of this Agreement. Escrow Agent shall not disburse or release the Escrow Property except in accordance with the express terms and conditions of this Agreement.

(d) The Parties acknowledge and agree that this Agreement and the establishment of the Escrow Account shall not limit the rights of (i) Seller to the Termination Fee, or (ii) Buyer to the extent the Escrow Property is insufficient to fully pay amounts determined to be due and owing to Buyer under

the terms and conditions, and subject to the limitations, of the Purchase Agreement and that nothing in this Agreement is intended to amend any of the terms, conditions or limitations set forth in the Purchase Agreement.

2. Investment of Funds. Except as the Parties may from time to time jointly instruct Escrow Agent in writing, the Escrow Property shall be invested from time to time, to the extent possible, in the GS Financial Square Government Fund (ticker FOAXX), until disbursement of the entire Escrow Property. Any alternative instruction by the Parties shall require the investment of the Escrow Property to be in an insured account at Hancock Whitney Bank or a money market fund sweep vehicle offered by the Trust and Asset Management Department of Hancock Whitney Bank. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Property consisting of investments to provide for payments required to be made under this Agreement. Receipt, investment and reinvestment of the Escrow Property shall be confirmed by Escrow Agent monthly by account statement to each Party.

3. Distribution of the Escrow Property.

(a) *Defined Terms.* The following terms used in this Agreement shall have the following meanings:

(i) "***Final Instruction***" means either Termination Fee Instructions, Joint Written Instructions, or an Order.

(ii) "***Joint Written Instructions***" means joint written instructions executed by each Party in substantially the form attached hereto as Exhibit A, directing the delivery of some or all of the Escrow Property.

(iii) "***Order***" means a certified copy of a final, binding and nonappealable order of a court of competent jurisdiction, directing the delivery of some or all of the Escrow Property.

(b) *Distribution of Escrow Property.*

(i) Upon receipt of Joint Written Instructions with respect to the Termination Fee (as defined in the Purchase Agreement) (the "***Termination Fee Instructions***"), the Escrow Agent shall promptly, but in any event within two (2) Business Days (as defined herein) after receipt of the Termination Fee Instructions, disburse (I) the Termination Fee to Seller from the Escrow Account, and (II) thereafter, any remaining balance of the Escrow Account to the Buyer, each in accordance with such Termination Fee Instructions.

(ii) Upon receipt of Joint Written Instructions with respect to the Escrow Property, the Escrow Agent shall promptly, but in any event within two (2) Business Days (as defined herein) after receipt of such Joint Written Instructions, disburse all or a specified portion of the Escrow Property from the Escrow Account in accordance with such Joint Written Instructions.

(iii) If at any time either of the Parties receives an Order, then upon receipt by the Escrow Agent of a copy of such Order from any Party, the Escrow Agent shall (A) promptly deliver a courtesy copy of such Order to the other Party; *provided, however*, that the Escrow Agent shall incur no liability for failing to deliver any courtesy copy of such Order nor shall delivery or failed delivery give any Party any additional rights or other extend payment timeframe; and (B) on the fifth (5th) Business Day following receipt by

the Escrow Agent of the Order, disburse to Buyer and/or Seller, as applicable, part or all, as the case may be, of the Escrow Property from the Escrow Account (but only to the extent funds are available in the Escrow Account) in accordance with such Order. Subject to the terms of this Section 3, the Escrow Agent will be entitled to act in accordance with the requirements of such Order without further inquiry.

4. Termination. This Agreement shall terminate upon the distribution by Escrow Agent of all of the Escrow Property in accordance with this Agreement provided that any claims by Escrow Agent against any Party shall survive the termination hereof.

5. Duties of Escrow Agent.

(a) Escrow Agent shall not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives its own similar property, but in any event, no less than a commercially reasonable degree of care, and shall not be permitted or required to invest any funds held hereunder except as directed in this Agreement. Escrow Agent will use commercially reasonable efforts to keep all Escrow Property invested during the time that it is held by the Escrow Agent. Uninvested funds held hereunder shall not earn or accrue interest.

(b) Escrow Agent shall not be liable for actions or omissions hereunder, except for its own bad faith, fraud, negligence or willful misconduct and, except with respect to claims based upon such bad faith, fraud, negligence or willful misconduct that are successfully asserted against Escrow Agent, the Parties shall jointly and severally indemnify and hold harmless Escrow Agent from and against any and all losses, liabilities, claims, actions, damages and out-of-pocket expenses, including reasonable attorneys' fees, arising out of and in connection with Escrow Agent's execution and performance of this Agreement ("***Losses***"); *provided, however*, that as between the Parties, any payments required to be made to Escrow Agent under this Section 5(b) shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller; *provided, further, however*, that (i) Buyer shall have no such obligation with respect to any such Losses to the extent such Losses arise out of any act of, or failure to act by, any of Seller or any of its affiliates, and (ii) Seller shall have no such obligation with respect to any such Losses to the extent such Losses arise out of any act of, or failure to act by, any of Buyer or any of its respective affiliates. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its negligence or willful misconduct) in the investment or reinvestment of the Escrow Property or any loss of interest incident to any such delays. The obligations of each Party under this Section 5 shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(c) Escrow Agent shall be entitled to reasonably rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that each Party which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that Party unless written notice to the contrary is delivered to Escrow Agent.

(d) Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(e) Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of income from the Escrow Property shall be subject to withholding regulations then in force with respect to United States taxes. The Parties will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. Section 5(b) and this Section 5(e) shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

(f) Provided that Escrow Agent complies with the investment instructions detailed in Section 2, Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.

(g) Escrow Agent shall not be called upon to advise any Party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) Escrow Agent (and any successor escrow agent) may at any time resign as such by giving thirty (30) days' advance written notice of such resignation to the Parties and delivering the Escrow Property to any successor escrow agent jointly designated by the Parties in writing (which successor escrow agent, each Party hereby agrees to appoint within ten (10) Business Days (as defined below) after receiving Escrow Agent's resignation notice). If a successor escrow agent has not been appointed and has not accepted such appointment by the end of the thirty (30) day resignation notice period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent. Upon the appointment of a successor escrow agent, the resignation of Escrow Agent shall take effect and Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. Except as otherwise agreed to in writing by the Parties, no Escrow Property shall be released from the Escrow Account unless and until a successor escrow agent has been appointed in accordance with this Section 5(h) or in accordance with the directions of a Final Instruction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate, subject to the provisions of Section 5(b).

(i) In the event of any disagreement between the Parties with respect to the payment of the Escrow Property or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Property until Escrow Agent shall have received a Final Instruction directing delivery of the Escrow Property, in which event Escrow Agent promptly shall disburse the Escrow Property in accordance with such Final Instruction without further question.

(j) Compensation for services rendered by Escrow Agent shall be paid in accordance with the instructions set forth on Exhibit B attached hereto. The fees charged by Escrow Agent for the services contemplated by this Agreement (in the aggregate, the "***Escrow Fee***") shall be paid by Buyer. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder, fifty percent (50%) of any such reimbursement amount to be paid by Buyer (on behalf of Buyer), on the one hand, and fifty percent (50%) of any such reimbursement amount to be paid by Seller, on the other hand.

(k) Except as provided in Section 21, no printed or other matter in any language (including, without limitation, prospectuses, notices, reports and promotional material) that mentions Escrow Agent's name or the rights, powers or duties of Escrow Agent shall be issued by the Parties or on such Parties' behalf unless Escrow Agent shall first have given its specific written consent thereto.

6. Limited Responsibility. This Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the Parties except this Agreement.

7. Ownership For Tax Purposes. The Parties agree that, for purposes of federal and other taxes based on income, Seller will be treated as the owner of the Escrow Property, and that Seller will report all income, if any, that is earned on, or derived from, the Escrow Property as its income in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

8. Limitations on Rights to Escrow Property. No Party shall have the ability to pledge, convey, hypothecate or grant as security all or any portion of the Escrow Property, unless and until such Escrow Property has been disbursed pursuant to the terms of this Agreement.

9. Notices. All notices, consents, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed given to a party hereto when (a) delivered to the appropriate address by hand or by a nationally recognized overnight courier service (costs prepaid); or (b) sent by facsimile or e-mail (with confirmation by the transmitting equipment); in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto):

If to Buyer to:

Name: ACT Energy USA, Inc.
Address: c/o ACT Energy Technologies Ltd.
6030-3rd Street S.E.
Calgary, Alberta T2H 1K2
Attention: **[Redacted: Names]**
[Redacted: Email Addresses]

Email:

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

Name: Porter Hedges LLP
Address: 1000 Main St., 36th Floor
Houston, TX 77002

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Address]**

If to Seller to:

Name: WEP Holdings, LLC
Address: **[Redacted: Address]**

Attention: **[Redacted: Name]**

Email: **[Redacted: Email Address]**

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

Name: Hartzog Conger Cason
Address: 201 Robert S. Kerr Avenue
Oklahoma City, OK 73102

Attention: **[Redacted: Name]**
Email: **[Redacted: Email Addresses]**

If to Escrow Agent to:

Hancock Whitney Bank
Trust and Asset Management
701 Poydras St. – Suite 3100
New Orleans, LA 70139
Attn: **[Redacted: Contact Information]**
Telephone: **[Redacted: Telephone Number]**
Facsimile: **[Redacted: Facsimile]**
Email: **[Redacted: Email Address]**

10. Execution of Agreement. This Agreement may be executed and delivered (including by facsimile, Portable Document Format (pdf) transmission, or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g. www.docusign.com)) in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or pdf transmission of any signed original document or retransmission of any signed facsimile or pdf transmission of any electronic signature will be deemed the same as delivery of an original. At the request of any Party, the other Parties will confirm facsimile or pdf transmission or electronic signature by signing a duplicate original document.

11. Section Headings, Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, provided that any provision of this Agreement that is invalid or unenforceable in any situation or in any jurisdiction will not affect the enforceability of the remaining terms and provisions hereof or the enforceability of the offending term or provision in any other situation or in any other jurisdiction.

13. Disbursements on Non-Business Days. In the event that a disbursement of Escrow Property hereunder is required to be made on a date that is not a Business Day, such release may be made on the next succeeding Business Day with the same force and effect as if made when required. "***Business Day***" means any day other than a Saturday, Sunday, or other day on which commercial banks located in Dover, Delaware are authorized or required by law to close.

14. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party hereto in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party hereto, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties hereto; (b) no waiver that may be given by a party hereto will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party hereto will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

15. Assigns and Assignment. This Agreement may not be assigned without the prior consent of Escrow Agent and each of the Parties, but all actions taken hereunder shall inure to the benefit of and shall be binding upon the Parties and Escrow Agent and upon all of their respective successors and assigns; *provided, however*, that Escrow Agent shall not be permitted to assign its obligations hereunder except as provided in Section 5(h) hereof and except to any entity into which Escrow Agent may be merged or consolidated or to any entity to whom Escrow Agent may transfer all or substantially all of its escrow business as long as such entity assumes in writing all of the obligations of Escrow Agent hereunder; *provided, further*, that Buyer may transfer and assign its rights and obligations under this Agreement without the prior written consent of the Seller or Escrow Agent by way of collateral assignment to any bank, financing institution or other lender providing financing to Buyer now or in the future or to an affiliate of Buyer or to any successor to Buyer by merger, consolidation or reorganization, provided that, such successor will own all or substantially all of the assets of Buyer.

16. Entire Agreement and Modification. This Agreement supersedes all prior agreements among the parties hereto with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties hereto with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by each of the Parties and Escrow Agent.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Each party hereto acknowledges and agrees that significant contacts exist with the State of Texas related to Buyer and this Agreement and, to the fullest extent permitted by applicable law, irrevocably waives any objection to the application of the laws of the State of Texas.

18. No Other Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any party other than Escrow Agent, the Parties and their permitted assigns any rights or remedies under or by reason of this Agreement.

19. Dispute Resolution. In the event of any dispute, controversy, claim, or action arising out of or relating to this Agreement involving Escrow Agent, on the one hand, and either or both of the Parties, on the other hand, including regarding the validity or effect of this Agreement or the performance, breach, validity, interpretation, application, or termination hereof, at Escrow Agent's sole option, Escrow Agent may take either of the following actions:

(a) file an interpleader or other action with a court of competent jurisdiction; or

(b) upon notice by Escrow Agent to each of the Parties, submit any such dispute, controversy, claim, or action to arbitration, in accordance with the United States Arbitration Act (9 USC § 1 et seq.) and the commercial arbitration rules of the American Arbitration Association. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place at a time noticed by the American Arbitration Association regardless of whether one of the Parties fails or refuses to participate.

Notwithstanding anything in this Section 19 to the contrary, as between the Parties, Section 12.4 of the Purchase Agreement will control.

20. Force Majeure. No party to this Agreement shall be liable to any other party hereto for losses arising out of, or the inability to perform its obligations under the terms of this Agreement, due to acts of God, which shall include, but shall not be limited to, fire, floods, strikes, mechanical failure, war, riot, nuclear accident, earthquake, terrorist attack, computer piracy, cyber-terrorism or other acts beyond the control of the parties hereto; it being understood that Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

21. Use of Hancock Whitney Bank Name. No party to this Agreement shall, without the prior written consent of Escrow Agent, publish or print or cause to be published or printed any printed or other material in any language, including prospectuses, notices, reports, internet web sites and promotional material, which mentions "Hancock Whitney Bank" or "Hancock Whitney" by name or logo or the rights, powers, or duties of Escrow Agent under this Agreement; *provided, however*, that Escrow Agent hereby consents to the use of its name in the Purchase Agreement and all other instruments, certificates, bills of sale and other agreements entered into by the Parties in connection therewith.

22. Identifying Information. The following notification is provided to each Party pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318 ("***Patriot Act***"): IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. Each Party agrees to provide any additional information requested by the Escrow Agent in connection with the Patriot Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner. Each Party represents that all of its identifying information is true and complete on the date hereof and, each Party shall notify the Escrow Agent immediately upon any changes to its identifying information.

23. Representations and Warranties. Each of the Parties, severally and not jointly, makes the following representations and warranties to the Escrow Agent:

(a) Each Party that is an entity is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization. Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement (i) with respect to each Party that is an entity, has been duly approved by all necessary entity action, including any necessary shareholder or membership approval; (ii) with respect to each Party that is an entity, has been executed by its duly authorized officers; and (iii) constitutes its valid and binding agreement enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws

affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under (i) with respect to each Party that is an entity, its certificate of formation, certificate of limited partnership, partnership agreement, limited liability company agreement or other organizational document, as applicable; (ii) any applicable law or regulation; (iii) any court order or administrative ruling or decree to which it is a party or any of its property is subject; or (iv) any agreement, contract, indenture, or other binding arrangement to which it is a party or any of its property is subject.

(d) The applicable persons designated on Exhibit C hereto have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver any written directions, to amend, modify or waive any provision of this Agreement and to take any and all other actions on behalf of it under this Agreement, all without further consent or direction from, or notice to, it or any other party.

24. Security Procedure. In the event fund transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by telecopier or otherwise, Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Exhibit C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by Escrow Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Agreement Date.

BUYER:

ACT ENERGY USA, INC.
a Delaware corporation

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

SELLER:

WEP HOLDINGS, LLC
a Delaware limited liability company

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

ESCROW AGENT:

HANCOCK WHITNEY BANK
a subsidiary of Hancock Whitney Corporation, a Mississippi corporation

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT A

Hancock Whitney Bank
Trust and Asset Management
701 Poydras St. – Suite 3100
New Orleans, LA 70139
Attn: **[Redacted: Name]**

Telephone: **[Redacted: Contact Information]**
Facsimile:
Email:

[Date] JOINT WRITTEN INSTRUCTIONS

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated [•], 2026 (the "***Agreement Date***"), by and among WEP Holdings, LLC, a Delaware limited liability company ("***Seller***"), ACT Energy USA, Inc., a Delaware corporation ("***Buyer***" and together with Seller, each a "***Party***" and collectively, the "***Parties***"), and Hancock Whitney Bank, a subsidiary of Hancock Whitney Corporation, a Mississippi corporation ("***Escrow Agent***").

Pursuant to Section 3 of the Escrow Agreement, the undersigned hereby instruct you to disburse an amount equal to $[_____] from the Escrow Property (as defined in the Escrow Agreement) held in the Escrow Account to [Buyer (on behalf of itself)] [Seller (on behalf of itself)] in accordance with the wire instructions set forth below:

Bank Name: _____
Address: _____
ABA Routing Number: _____
Account Number: _____
Account Name: _____
Reference: _____

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered these Joint Written Instructions as of the date first listed above.

BUYER:

ACT Energy USA, Inc.,
a Delaware corporation

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

SELLER:

WEP Holdings, LLC,
a Delaware limited liability company

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT B

Fee Schedule

These fees are based upon our current understanding of our duties under of the above-referenced agreement. Hancock Whitney Bank reserves the rights to adjust its fees should its duties change under the agreement.

ACCEPTANCE FEE: (one time)	WAIVED
ADVANCE ANNUAL ADMINISTRATION FEE –	
First escrow account:	$3,500 (annually)
Any additional escrow (each) :	$3,000 (annually)
TRANSACTION FEES:	WAIVED
Wire Fee:	
Check Disbursement:	
LEGAL FEES:	If any, at cost

INVESTMENT: An additional monthly fee of 0.20% per annum of market value shall be applied to any account not investing exclusively in a money market fund sweep vehicle offered by the Trust and Asset Management Department of Hancock Whitney Bank for its short-term investments.

The Advance Administration Fee is payable upon execution of the escrow documents. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination. All other fees, if any, will be billed to the client in arrears.

EXHIBIT C

Representatives

Buyer:

1. Taxpayer Identification Number: **[Redacted: ID Number]**

2. Buyer: The following individual is hereby designated as representative of Buyer under the Agreement:

   Name: **[Name: Redacted]** Specimen Signature: _____

3. Call-Back designee(s) and phone number:

   Name: **[Redacted: Name]** Phone Number: **[Redacted: Telephone Number]**

Seller:

1. Taxpayer Identification Number: **[Redacted: ID Number]**

2. Seller: The following individual is hereby designated as representative of Seller under the Agreement:

   Name: **[Redacted: Name]** Specimen Signature: _____

3. Call-Back designee(s) and phone number:

   Name: **[Redacted: Name]** Phone Number: **[Redacted: Telephone Number]**

EXHIBIT G

FORM OF JOINDER AGREEMENT

See attached.

JOINDER AND RELEASE AGREEMENT

This JOINDER AND RELEASE AGREEMENT (this "Agreement"), is made and entered into as of April ____, 2026, by and among ACT Energy USA, Inc., a Delaware corporation (the "Buyer"), WEP Holdings, LLC, a Delaware limited liability company (the "Seller") and the undersigned securityholder of the Seller (the "Owner"). Each of Buyer, Seller and Owner may be individually referred to herein as a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, prior to the date hereof, the Seller has entered into that certain Membership Interest Purchase Agreement attached hereto as Annex A (the "Purchase Agreement") by and among Buyer, Seller and ACT Energy Technologies Ltd., a corporation incorporated under the laws of the province of Alberta, Canada, pursuant to which Seller sold, transferred, conveyed, assigned and delivered, and Buyer purchased and accepted, all of the issued and outstanding membership interests in SB Consulting, LLC, an Oklahoma limited liability company d/b/a SB Directional Services;

WHEREAS, as a condition and inducement to the Buyer's willingness to enter into the Purchase Agreement, Owner has agreed to enter into this Agreement to be bound by the terms of the Purchase Agreement; and

WHEREAS, capitalized terms not otherwise defined in this Agreement have the meanings assigned thereto in the Purchase Agreement.

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

1. REPRESENTATIONS AND WARRANTIES OF OWNER

Owner represents and warrants, as of the date hereof that:

a. Owner has all requisite capacity to execute, deliver and perform Owner's obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Owner of this Agreement and all other agreements, transactions and actions contemplated hereby or thereby, have been duly and validly approved and authorized by Owner. No other approval is necessary for Owner to enter into this Agreement or to consummate the Transactions.

b. The obligations under this Agreement are valid and binding obligations of Owner, enforceable against Owner in accordance with their respective terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and general principles of equity. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) violate any constitution, statute, regulation, rule, permit, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority or court to which Owner is subject or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Owner is a party or by which they are bound or to which any of its assets are subject.

c. [The Owner holds of record and owns beneficially [227 for Western Equity Partners/ 773 for MHC] Units in Seller, free and clear of any Encumbrances, other than restrictions on transfer imposed

by Applicable Securities Laws and the Seller's Organizational Documents. Other than the Seller's Organizational Documents, Owner is not a party to any Contract regarding the voting of any outstanding equity interests of Seller.]

d. [Seller owns all of the issued and outstanding membership interests of Owner.]

e. Owner has not incurred any Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the transactions contemplated by this Agreement or the Purchase Agreement.

2. COVENANTS AND AGREEMENTS OF OWNER

Owner understands, agrees to and acknowledges that upon execution of this Agreement, Owner shall become a limited party to the Purchase Agreement and shall be bound by, and subject to, the following representations, warranties, covenants, terms, conditions and agreements applicable to an Owner contained in the Purchase Agreement as though an original party thereto for the limited purposes set forth in this Agreement:

a. Joinder to Indemnification Provisions and Certain Covenants. Owner agrees to be bound by the terms, conditions and other provisions of (i) Section 9.2(a)(i) solely with respect to breaches of Fundamental Representations, (ii) Section 9.2(a)(v), (iii) Section 9.2(a)(vii), and (iv) Section 6.3 (Exclusivity), Section 6.5 (Publicity), Section 6.6 (Confidentiality), and Section 6.7 (Noncompetition and Non-solicitation) with all attendant rights, duties and obligations stated therein, in each case with the same force and effect as if originally named as a "Seller" therein and as if such party executed the Purchase Agreement on the date thereof.

b. Tax Matters. Owner shall pay in a timely manner all Taxes imposed on it, if any, resulting from or payable in connection with the sale of the Membership Interests pursuant to the Purchase Agreement.

c. Release. Effective as of Closing, Owner acknowledges and agrees that such Owner is deemed a "Releasing Party" as such term is defined in Section 6.19 of the Purchase Agreement and by execution of this Agreement agrees to be bound by the terms of Section 6.19 of the Purchase Agreement.

3. SURVIVAL; INDEMNIFICATION; LIMITATIONS ON INDEMNIFICATION

a. The representations and warranties of Owner contained in Section 1 of this Agreement shall survive the Closing Date and remain in full force and effect until the date that is fifteen (15) months from the Closing Date; provided, however, that, the covenants and agreements contained in Section 2 of this Agreement which by their terms contemplate performance only prior to the Closing will terminate at Closing. The covenants and agreements which contemplate performance after the Closing shall survive the Closing and terminate on the date (or the expiration of the period) that is expressly specified herein, or, if no such date or period is specified, then sixty (60) days following the expiration of the applicable statute of limitations.

b. Owner agrees to indemnify, defend and hold harmless each Buyer Indemnified Party, from and against any and all Losses arising or resulting from or out of, directly or indirectly, (i) any breach of

any representation or warranty made by Owner in Section 1 of this Agreement, and (ii) any breach of the covenants or agreements made by Owner in Section 2 of this Agreement.

c. Owner acknowledge and agrees to the indemnification procedures set forth in Section 9.4 and Section 9.7 of the Purchase Agreement shall be applicable to any claim for indemnification by Buyer pursuant to Section 3(b) as it pertains to Owner as "Indemnifying Person".

d. [Reserved].

e. The amount of Losses in connection with any claim pursuant to Section 3(b) pursuant to fraud for which Owner shall be liable shall not be limited and, in no event shall Owner be liable for Losses arising out of or resulting from or in connection with a breach by any other Owner or Seller of any covenant of, or to be performed by, such other Owner or Seller pursuant to the Purchase Agreement or any of the Transaction Agreements.

f. The indemnification provisions of Article 9 of the Purchase Agreement, as supplemented by this Section 3, shall be the exclusive remedy of the Indemnified Parties with respect to the matters described in therein and herein, or otherwise relating to the subject matter of the Purchase Agreement and this Agreement except in the case of any fraud by Owner and except that any Party shall be entitled to seek an injunction or other equitable relief if and when appropriate, such as in the case of any breach by Owner of the covenants set forth in Section 2.

4. MISCELLANEOUS

a. This Agreement shall inure to the benefit of the successors and assigns of the Parties, including any successor to, or assignee of, all or substantially all of the business and assets of Buyer. Except as set forth in the preceding sentence, no Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other Party hereto. Any assignment in violation of this provision shall be voidable by the non-breaching Party.

b. Section 12.4 of the Purchase Agreement shall apply, *mutatis mutandis*, to this Agreement.

c. EACH OF BUYER AND OWNER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF BUYER AND OWNER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

d. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Applicable Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement and the Purchase Agreement are consummated as originally contemplated to the greatest extent possible.

e. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in ".pdf" form) in two or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Notices, requests, claims, demands and other communications hereunder shall be

given, in the case of Buyer or Seller, in the same manner provided in Section 12.2 of the Purchase Agreement, and in the case of Owner, to the address set forth on the signature page attached hereto (together with a copy to Seller and Seller's counsel as set forth in such Section 12.2).

f. Owner acknowledges that this Agreement is a material inducement for the Buyer to enter into the Purchase Agreement and effect the transactions contemplated thereby. Owner acknowledges and agrees that the Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this Agreement by Owner could not be adequately compensated by monetary damages alone and that the Parties would not have any adequate remedy at law. Accordingly, the Parties shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking.

g. In this Agreement, except to the extent otherwise provided or that the context otherwise requires: (i) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation"; (ii) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (iv) references to a Person are also to its successors and permitted assigns; (v) the use of "or" is not intended to be exclusive unless expressly indicated otherwise; and (vi) references to sums of money are expressed in lawful currency of the United States of America, and "$" refers to U.S. dollars.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned Owner has executed this Agreement to be effective as of the date first set forth above.

OWNER

[Redacted: Vendor Name]

By:
Name:
Title: _____
_____
_____

Address and Email:

_____

_____

_____

_____

IN WITNESS WHEREOF, the undersigned Buyer and Seller have executed this Agreement to be effective as of the date first set forth above.

BUYER:
ACT Energy USA, Inc.

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

SELLER:
WEP Holdings, LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

Annex A

Purchase Agreement

[See attached]

EXHIBIT H

FORM OF REDEMPTION AGREEMENT

See attached.

UNIT REDEMPTION AGREEMENT

THIS UNIT REDEMPTION AGREEMENT (this "Agreement") dated as of March 9, 2026, is by and among SAB Holdings, LLC, an Oklahoma limited liability company ("SAB Holdings"), SEB Holdings, LLC, an Oklahoma limited liability company ("SEB Holdings", and together with SAB Holdings, hereafter collectively the "Holders" or individually a "Holder"), on the one hand, and SB Consulting, LLC (d/b/a SB Directional Services), an Oklahoma limited liability company (the "Company"), on the other hand, and acknowledged by each of ACT Energy USA, Inc., a Delaware corporation ("Buyer") and WEP Holdings, LLC, a Delaware limited liability company ("Seller"). Capitalized terms used, but not defined, herein shall have the meanings set forth in the Purchase Agreement (as defined below). Each party to this Agreement is hereafter referred to individually as a "Party" or collectively, the "Parties."

W I T N E S E T H

WHEREAS, each of SAB Holdings, SEB Holdings and Seller are parties to that certain Amended and Restated Operating Agreement of SB Consulting, LLC dated as of May 17, 2023, as amended by that certain First Amendment to Amended and Restated Operating Agreement of SB Consulting, LLC as of July 1, 2024 (as amended, the "Operating Agreement");

WHEREAS, pursuant to the Operating Agreement each of SAB Holdings and SEB Holdings is the holder of 500 "Class B Units" (as such term is defined in the Operating Agreement) in the Company, representing all of the Class B Units in the Company;

WHEREAS, the Company is managed solely by its Managers (as defined in the Operating Agreement) and Seller is the sole Manager of the Company;

WHEREAS, the Company is a party to that certain Membership Interest Purchase Agreement (the "Purchase Agreement") dated as of the date hereof (the "Agreement Date"), by and among (i) ACT Energy Technologies Ltd., a corporation incorporated under the laws of the province of Alberta, Canada (the "Buyer Parent"), (ii) Buyer, (iii) Seller, (iv) the Company, and (v) each party that has signed or in the future signs a Joinder Agreement to the extent, and only to the extent, set forth in such Joinder Agreement;

WHEREAS, pursuant to the Purchase Agreement, Seller desires to sell all of its membership interests in the Company to the Buyer;

WHEREAS, prior to the consummation of the Transactions under the Purchase Agreement, each of SAB Holdings and SEB Holdings desire to transfer all of their respective Class B Units to the Company, and the Company desires to redeem all of such Class B Units held by each such Holder and all other rights, titles and interests that they may have in or to the Company and its assets and operations, respectively (collectively, the "Redeemed Units") on the terms and conditions set forth herein;

WHEREAS, upon the redemption by the Company of the Redeemed Units held by each Holder, the Company shall have redeemed all of the limited liability company membership interests in the Company (the "Membership Interests") held by the Holders and the Holders shall cease to be members of the Company; and

WHEREAS, the Holders desire to sell, assign and transfer to the Company, and the Company desires to purchase and redeem from the Holders, at the Redemption Closing (as defined below), all of the Redeemed Units, on the terms and subject to the conditions set forth herein (the "Redemption").

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, promises, agreements, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Holders agree as follows:

1. Redemption.

(a) Redemption. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the day immediately prior to the Closing Date (the "Redemption Closing Date"), the Company agrees to purchase and redeem from the Holders, out of funds lawfully available therefor, and the Holders agree to sell, assign and transfer to the Company, all of the Redeemed Units owned by the Holders.

(b) Redemption Price. The purchase price payable by the Company to the Holders for the Redemption (the "Redemption Price") shall be an aggregate amount of $3,095,101.06 for all of the Redeemed Units. The Redemption Price shall be payable by the Company to the Holders by the Company issuing to (i) SAB Holdings a promissory note in the original principal amount of $1,547,550.53 (the "SAB Note"), and (ii) SEB Holdings a promissory note in the original principal amount of $1,547,550.53 (the "SEB Note", and together with the SAB Note, collectively, the "Notes" or individually a "Note"), payable in full by the Company concurrently with the Closing, in immediately available funds on the Closing. For convenience, the Parties agree that the terms of this Section 1(b) shall represent the actual Notes (without the issuance of a separate instrument representing the Notes), that the maturity date of the Notes shall be on the Closing Date (as defined in the Purchase Agreement), and in the event that the Notes are not paid in full in connection with the Closing, this Agreement shall be immediately and automatically terminated and void from its inception, and the Holders shall be reinstated as owners of the Class B Units. Upon payment in full of the Notes, the Notes shall be deemed cancelled without further action by the Parties. The Holders shall provide the Company and Buyer payment instructions for the Notes not less than three (3) Business Days prior to the Closing Date.

2. The Closing.

(a) The closing and consummation of the Redemption (the "Redemption Closing") shall be effective as of 12:01 a.m. Central time on the Redemption Closing Date.

(b) Effective as of the Redemption Closing (but not before):

(i) the Redeemed Units are hereby assigned, transferred, and conveyed to the Company, and such Redeemed Units shall cease to be issued and outstanding by the Company, in each case without further action by the Holders or the Company;

(ii) the Holders' Redeemed Units and all of the Holders' rights, preferences and privileges as members of the Company and as holders of the Redeemed Units, or otherwise in or with respect to the Company and its assets and operations, shall terminate and be of no further effect; and

(iii) the Holders withdraw as and cease to be members of the Company, and the Company accepts the withdrawal of each Holder.

3. Closing Deliveries.

(a) Deliveries of the Holder at the Redemption Closing. At the Redemption Closing, the Holders shall deliver to the Company such other documents and instruments as may be reasonably requested by the Company in connection with the Closing.

(b) Deliveries of the Company at the Closing. At the Closing, the Company shall deliver to Holders:

(i) the Redemption Price pursuant to Section 1(b) in cash in immediately available funds wired to the account designated in advance by the Holders; and

(ii) such other documents and instruments as may be reasonably requested by the Holders in connection with the Closing.

4. The Holders' Representations and Warranties. Each Holder jointly and severally represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Each Holder has full right, power, capacity and authority to execute and deliver this Agreement to the Company and to perform its obligations hereunder and thereunder. The execution and delivery by each Holder to the Company of this Agreement and any other certificates, documents and agreements required to be executed and delivered by such Holder to the Company pursuant to Section 3(a) of this Agreement (collectively, the "Holder Closing Deliveries"), and such Holder's performance of its obligations hereunder and thereunder (i) do not require any action by, or filing with, any governmental authority or other person or entity, (ii) do not violate any other applicable law, statute, regulation or ordinance, and (iii) will not result in the creation or imposition of any lien, security interest or other encumbrance on the Redeemed Units;

(b) This Agreement and the other Holder Closing Deliveries, upon execution by the Company and each Holder, as applicable, are valid and legally binding obligations of each Holder and are fully enforceable against each such Holder in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at Law or in equity);

(c) SAB Holdings is the sole and exclusive owner of 500 Class B Units and SEB Holdings is the sole and exclusive owner of 500 Class B Units, which represent all of the issued and outstanding Class B Units of the Company. Each Holder possesses good title to its respective Holder's Redeemed Units free and clear of any security interests, agreements, restrictions, claims, liens, pledges, assessments and encumbrances of any kind or nature, other than those arising under the Operating Agreement;

(d) The Redeemed Units represent one hundred percent (100%) of the Holders' Membership Interests;

(e) Each Holder has the absolute and unconditional right, power and authority to sell, transfer and deliver such Holder's Redeemed Units to the Company, and, except as set forth in the Operating Agreement, there are no restrictions whatsoever with respect to the transferability of such Holder's Redeemed Units by the Holder to the Company or otherwise;

(f) No Holder is a party to any litigation or any similar proceeding in which a charging order against the Redeemed Units or the Holder's Membership Interests has been sought or awarded; and

(g) No Holder has incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commissions or similar obligations in connection with the Redemption of the Redeemed Units pursuant to this Agreement.

5. **The Company's Representations and Warranties.** The Company represents and warrants to each Holder as of the date hereof and as of the Closing Date, as follows:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma;

(b) The execution and delivery by the Company of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of the Company. The person executing this Agreement on behalf of the Company is legally competent and able to execute it, and has the power and authority to execute it and to bind the Company; and

(c) This Agreement, together with all other agreements, documents and instruments executed in connection herewith by the Company, constitute valid and legally-binding obligations of the Company, and are enforceable against the Company in accordance with their terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally and subject to general principles of equity (whether applied in a proceeding at law or in equity).

6. **Survival of Representations.** All representations and warranties of each Holder and the Company contained in this Agreement shall survive the Closing.

7. **Termination of Agreement.** This Agreement shall terminate immediately and automatically and without further action by the parties in the event that the Closing does not occur as provided in the Purchase Agreement or upon the termination of the Purchase Agreement, subject to the terms and provisions of the Purchase Agreement.

8. **Holders' Indemnification.** Each Holder covenants and agrees to indemnify, defend, and save and hold the Company, Buyer, and their respective officers, managers, directors, employees, members and Affiliates (collectively, the "Holder Indemnified Parties") harmless from and against:

(a) Any and all loss, damage, cost or expense (including reasonable attorneys' fees) arising from failure of title to, or any restriction on transfer, lien, security interest or other encumbrance on, the Redeemed Units as of the Closing Date;

(b) Any and all loss, damage, cost or expense (including reasonable attorneys' fees) incurred or suffered by the Company as a result of or arising out of (i) any breach of any representation or warranty made by the Holder in Section 4 or (ii) any breach of a covenant, or failure to perform or observe any duty or obligation, made or to be performed by such Holder pursuant to this Agreement or any of the other Holder Closing Deliveries; and

(c) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, attorneys' fees or other expenses relating to or arising out of any of the matters set forth in Sections 8(a) and (b) above.

9. **Indemnification by the Company.** The Company hereby covenants and agrees to indemnify, defend, and save and hold each Holder and its respective successors and assigns harmless from and against:

(a) Any and all loss, damage, cost or expense (including reasonable attorneys' fees) incurred or suffered by the Holder as a result of or arising out of (i) any breach of any representation or warranty made by the Company in Section 5 or (ii) any breach of a covenant, or failure to perform or observe any duty or obligation, made or to be performed by the Company pursuant to this Agreement; and

(b) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, attorneys' fees or other expenses (including reasonable attorneys' fees) relating to or arising out of any of the matters set forth in Section 9(a) above.

10. **Release.** Each Holder (for itself and on behalf of each of its Affiliates, as applicable) hereby irrevocably releases, waives, and forever discharges each of the Company, Buyer, and each of their respective individual, joint or mutual, past, present and future Representatives, Affiliates, directors, managers, employees, stockholders, members, partners, representatives and agents (each, a "Released Person") from all Losses, damages, demands, causes of action, suits, covenants, torts, damages and any and all claims, defenses, offsets, judgments, demands and Liabilities whatsoever, of every name and nature, both at law and in equity, known or unknown, suspected or unsuspected, accrued or unaccrued, which have been or could have been asserted against any Released Person,

including any rights as an equityholder or Member of the Company (including with respect to the Membership Interests and/or any dividends or distributions whether or not declared, authorized or paid), whatsoever, whether known or unknown, suspected or unsuspected, contingent or absolute, both at law and in equity, which each Holder has or ever had, which arise out of or in any way relate to events, circumstances or actions occurring, existing or taken prior to or as of the Closing Date in respect of matters relating to any Released Person and/or the Redeemed Units (collectively, the "Released Claims"); provided, however, that the parties acknowledge and agree that this Section 10 does not apply to and shall not constitute a release of any rights or obligations arising under this Agreement. This release covers, among other things, Released Claims which are unknown or unsuspected. Each Holder acknowledges that it is aware that it may hereafter discover facts in addition to or different from those which are now known or believed to be true with respect to the subject matter of this release, but each Holder agrees to remain bound hereby and hereby fully releases all Released Claims without regard to the subsequent discovery or existence of different or additional facts and waives the protection of any statute or doctrine limiting a release of unknown or unsuspected Released Claims.

11. Fees and Expenses; Taxes. Each Party shall pay its respective attorneys' fees and other fees and expenses incurred in connection with this Agreement. Each of the Company and each Holder shall be responsible for their own respective tax consequences resulting from the transactions contemplated in this Agreement.

12. Consent to Transactions. Pursuant to the Operating Agreement, this Agreement shall serve as the written agreement of each Holder to the Transactions under the Purchase Agreement, and the approval of Seller (individually and in its capacity as the sole Manager of the Company) to the sale, assignment, transfer or disposition of the Redeemed Units to the Company pursuant to the transactions in this Agreement. This Agreement and the Operating Agreement may not be amended, waived or modified prior to the Closing except by the prior written consent of Buyer.

13. Assignment. This Agreement shall not be assigned or transferred by any Holder or the Company without the express written consent of the other and Buyer. Subject to the forgoing, this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

14. Entire Agreement. This Agreement and the agreements reference herein constitute the entire agreement between the Company and the Holder for only these transactions and supersedes any prior understandings, agreements, or representations, written or oral, to the extent they relate to the Redemption of the Redeemed Units.

15. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

16. **Recitals.** The recitals ("WHEREAS") clauses set forth above are incorporated and made a part of this Agreement as though restated fully herein.

17. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, are not otherwise a part of this Agreement and shall not be used in construing or interpreting this Agreement.

18. **Third-Party Beneficiaries.** Buyer is an express intended third party beneficiary of this Agreement, including, without limitation, of the rights of the Company under this Agreement. Subject to the immediately preceding sentence, this Agreement shall not confer any rights or remedies upon any person or entity other than the parties signatory hereto and each of their respective heirs, successors and permitted assigns.

19. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on all signatories. All counterparts must be construed together to constitute one and the same instrument.

20. **Further Actions.** The Holders and the Company shall each execute and deliver such documents, instruments and certificates, and take such additional actions, as may be reasonably requested by the other party to carry out the terms, provisions and purposes of this Agreement.

21. **Notices.** All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by electronic mail (in which case it will be effective upon receipt); or (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the next business day after being deposited with such courier service), in each case, to the address listed below:

Holders: c/o SAB Holdings, LLC
[Redacted: Address]
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Address]**
with copy to **[Redacted: Email Address]**

Company: Before the Closing:

c/o WEP Holdings, LLC
[Redacted: Address]
Attention: **[Redacted: Names]**

Email: **[Redacted: Email Addresses]**

And after the Closing:

c/o ACT Energy Technologies Ltd.
6030-3rd Street S.E.
Calgary, Alberta T2H 1K2
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

Buyer:

c/o ACT Energy Technologies Ltd.
6030-3rd Street S.E.
Calgary, Alberta T2H 1K2
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

Seller:

WEP Holdings, LLC
[Redacted: Address]
Attention: **[Redacted: Names]**
Email: **[Redacted: Email Addresses]**

22. **Governing Law; Venue**. Sections 12.4, 12.8, and 12.9 of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*. This Agreement shall be construed and interpreted according to the laws (excluding the conflicts of laws rules) of the State of Texas.

23. **Amendment and Modification**. This Agreement may not be amended, modified or terminated orally. No amendment, modification or termination shall be valid unless signed, in writing, by the Seller, Company, Holders and Buyer.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the undersigned have caused this Unit Redemption Agreement to be duly executed on the date first set forth above.

THE COMPANY:

SB CONSULTING, LLC, D/B/A SB DIRECTIONAL SERVICES

BY: WEP HOLDINGS, LLC, MANAGER

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

HOLDERS:

SAB HOLDINGS LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

SEB HOLDINGS LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Tit;e]**

Acknowledged:

SELLER

WEP HOLDINGS, LLC

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

BUYER

ACT ENERGY USA, INC.

By: _____
Name: **[Redacted: Name]**
Title: **[Redacted: Title]**

EXHIBIT I-1

FORM OF EMPLOYMENT AGREEMENT

[Redacted: Employment Terms]

EXHIBIT I-2

FORM OF EMPLOYMENT AGREEMENT

[Redacted: Employment Terms]